

0150-12694-0000

TRANSMITTAL

TO The City Council	DATE 10/09/2024	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT All	

**Proposed contract amendment with Mobility Capital Finance, Inc.
for a consumer demand deposit account**

Transmitted for further processing. See the
City Administrative Officer report attached.



MAYOR

(Carolyn Webb de Macias for)

MWS:MA:09250038

(LAHD), Community Investment for Families Department (CIFD), and Board of Public Works (BPW). Participants in the Angeleno Program are required to meet certain eligibility criteria based on income and employment factors.

MoCaFi manages and maintains a financial services platform for the underserved retail banking population and offers bank card services, Federal Deposit Insurance Corporation (FDIC)-insured bank accounts, money management services, bill payments, and personal wealth coaching. The proposed contract for the Angeleno Program will be administered by Finance. Finance expects to release a request for proposal (RFP) to select a firm through a competitive bidding process based on the agreement expiration date.

As of December 2023, recipients of a consumer demand deposit account (DDA) received approximately \$2.4 million in financial assistance while recipients of an IRC received approximately \$62.3 million across various City departmental programs, which includes approximately \$20.6 million for the LAHD program, \$39.5 million for the Innovation and Performance Commission, and \$3 million for the Mayor's Fund for Los Angeles. Funding for these various departmental programs provide a range of financial assistance to recipients, which includes rental assistance, community grants, street vendor permits, and fire relief subsidies.

Compensation to date includes approximately \$1.07 million in 2020-21, \$500,000 in 2021-22, and \$500,000 in 2022-23. The compensation in 2020-21 included one-time funding for vendor costs associated with establishing a mobile platform. Ongoing costs include access to debit cards that allow City residents without a bank account to receive financial assistance, connect with City services, and access free financial literacy information. The compensation to the vendor throughout the term of the proposed agreement is not-to-exceed \$1 million. Pursuant to the term proposed contract, the fees are broken down as follows: \$300,000 in 2024-25 and \$200,000 in 2025-26. Funding in 2024-25 is provided in the General City Purposes Fund.

The proposed contract amendment contains a ratification clause in which the City accepts the services performed by MoCaFi during the period from October 13, 2023, through the execution of the proposed contract amendment.

In accordance with the Los Angeles Administrative Code Section 10.5(b)(2), City Council approval of the proposed amendment is required as the cumulative term of the contract exceeds three years.

The Department requested a Charter Section 1022 determination from the Personnel Department. Upon review of the request, Personnel determined that the labor component of the contract cannot be reasonably separated from the other contract elements and that a Charter Section 1022 review was not required.

Pursuant to the Charter Section 371 (e)(10), Finance finds that competitive bidding for acquiring access to the Contractor's proprietary online databases would be undesirable and impracticable.

FISCAL IMPACT STATEMENT

There is no additional impact to the General Fund in 2024-25 for the proposed contract as funding is provided in the General City Purposes Fund.

FINANCIAL POLICIES STATEMENT

The recommendations in this report comply with the City's Financial Policies in that the City's financial obligation is limited to funds budgeted for this purpose.

MWS:MA:09250038

ATTACHMENT

FINDINGS

Background

To qualify for a DDA or IRC, recipients are required to meet certain household eligibility criteria, which includes: 1) residing in the City of Los Angeles, 2) households with total annual incomes below the federal poverty level prior to the COVID-19 pandemic, and 3) households that have fallen into deeper economic hardship during the pandemic due to at least one household member losing a job or experiencing a reduction of income of at least fifty percent. Additional criteria may be set by the department disbursing funds.

The most common spending categories for IRC recipients include financial services, grocery stores, automotive fuel, City utilities, and rent payments. Other eligible uses for previous departmental programs include:

1. Automated Cash Disbursements
2. Dining
3. Money Transfers
4. Telecommunication Services
5. Transportation

Angeleno cards are pre-loaded with cash with an amount determined by the participating City department. Previous programs managed by City Departments include:

- Community Investment for Families Department's Basic Income Guaranteed: Los Angeles Economic Assistance Pilot - Launched to provide 3,200 individuals with \$1,000 monthly payments for a period of 12 months.
- Los Angeles Housing Department's Emergency Rental Assistance (ERA) Program - Launched to assist tenants of landlords who did not comply with the City's ERA guidelines to disburse ERA funds directly to tenants to service their outstanding rent balances.
- Mayor's Fund for Los Angeles and Mayor's Office Homelessness programs - Assisted with providing 5,000 low- to moderate-income families with a \$300 one-time cash grant under the Grocery Initiative for Vital Emergency Needs platform.
- Board of Public Works' Beautify LA Community Grants - Helped fund neighborhood projects that support opportunities to high-need communities.
- Mayor's Office Street Vendor Grants program - Provided subsidies to renew vending permits.
- Mayor's Office Independence Day Fire Relief - Assisted families whose homes were accidentally damaged by the Police Department during an attempt to detonate a fireworks cache.

Recipients of a DDA or IRC are subject to a cardholder agreement, which includes terms and conditions for limitations on card usage, transaction limitations, and payment limits subject to the needs being met and the departmental Program. As of December 2023, over 3,600 participants have received access to a DDA card while over 16,400 participants have received access to an IRC card through the Angeleno Card Program and various City departmental programs. Cardholder savings across all City programs have totaled over \$690,500 for both DDA and IRC cards.

DIANA MANGIOGLU
CITY TREASURER
DIRECTOR of FINANCE

CITY OF LOS ANGELES
CALIFORNIA



KAREN BASS
MAYOR

OFFICE OF FINANCE
200 N. SPRING ST.
ROOM 220 – CITY HALL
LOS ANGELES, CA 90012

(844) 663-4411

<https://finance.lacity.org>

May 28, 2024

The Honorable Karen Bass, Mayor
City of Los Angeles
200 North Spring Street
Room 303, City Hall

Attention: Heleen Ramirez, Legislative Coordinator

RE: EXECUTIVE DIRECTIVE NO. 3 TRANSMITTAL: REQUEST TO EXECUTE A CONTRACT WITH MOBILITY CAPITAL FINANCIAL INC FOR ANGELENO CARD PROGRAM SERVICES

In accordance with Mayor's Executive Directive No. 3, the Office of Finance requests approval to enter into an agreement with Mobility Capital Financial, Inc., ("MoCaFi") to provide the City of Los Angeles with Angeleno Debit Card and/or Angeleno Immediate Response Card ("IRC") services for a period of twelve (12) months.

This agreement establishes a continuity of services for the Angeleno Card program while a Request for Proposals is released by the Office of Finance ("Finance") who will take over contractual administration for the selected service provider.

BACKGROUND

During the COVID-19 pandemic, the Mayor declared a local state of emergency pursuant to Los Angeles Administrative Code ("LAAC") Section 8.21 et seq. ("Declaration of Emergency") on March 2, 2020. The City Council ratified the declaration a few days later. On March 17, 2020, the City Council unanimously resolved that the competitive bidding restrictions set forth under Charter Section 371 and LAAC 10.15 be suspended for contracts entered into by the City in response to the local emergency and mitigation efforts related to COVID-19.

On April 4, 2020, the Mayor's Office announced the launch of the "Angeleno Card." The Angeleno Card is a financial assistance program that provides prepaid debit cards to



individuals and families residing in the City who endured or were experiencing increased financial stress from the COVID-19 pandemic. Participants in the Angeleno Card Program (“Angeleno Program”) were required to meet certain eligibility criteria based on income and other factors. With this new program, the Mayor’s Office sought a service provider for the Angeleno Program.

Although the competitive bidding process was suspended, the Mayor’s Office contacted potential service providers and evaluated their proposals for the program. Upon review, the Mayor’s Office selected Mobility-Capital Financial Inc. (“MoCaFi”) to provide procurement, distribution, and management of “Angeleno Cards” (“Card Services”) for the Angeleno Program. MoCaFi is a financial services platform for the underserved retail banking population. It offers the following retail banking type services: bank card services, FDIC-insured bank accounts, money management services, bill payments, and personal wealth coaching.

A contract was executed through the Mayor’s Office on October 15, 2020 (C-137261). Since 2020, pursuant to subsequent amendments with the Mayor’s Office, MoCaFi continues to provide procurement, distribution, and management services for “Angeleno Cards.” The agreement with MoCaFi expired on October 13, 2023. Finance requests a “sole source” contract with MoCaFi to provide the Card Services for a temporary period until a competitive process can be completed for a contract with a longer term.

The future contract for the Angeleno Program will be administered by Finance. Finance expects to release a request for proposal (“RFP”) to select a firm through a competitive process. However, during this interim period, it is requested that MoCaFi provide services to continue the Angeleno Program.

FISCAL IMPACT

There is no impact to the General Fund for the proposed contract because additional funding for the 12-month term is not necessary. Funds from prior year budgets are available for the services provided through this contract.

RECOMMENDATION

Finance respectfully requests that the Mayor:

AUTHORIZE the Director of Finance to execute a 12-month contract with Mobility Capital Financial, Inc. for the Angeleno Card Program services, subject to final review and approval by the Office of the City Attorney as to form and legality.

Heleen Ramirez, Legislative Coordinator
May 28, 2024
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If you have any questions, please contact Ricardo Estrada, Department Contract Coordinator, at 213-648-8713 or ricardo.estrada@lacity.org.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Diana Mangioglu', with a stylized, cursive script.

Diana Mangioglu
City Treasurer / Director of Finance

Attachments: Draft Agreement with Mobility Capital Finance

cc: Lidia Manzanares, Office of the Mayor
Thomas Arechiga, Office of the Mayor
Ha To, Office of the City Administrative Officer
Megan Cottier, Office of the City Administrative Officer
Angela Berumen, Office of Finance
Thomas Juarez, Office of Finance
Mario Interiano, Office of Finance

AGREEMENT NO. C-_____

BETWEEN

THE CITY OF LOS ANGELES

OFFICE OF FINANCE

AND

MOBILITY CAPITAL FINANCE, INC.

FOR

**ANGELENO CARD AND/OR ANGELENO IMMEDIATE RESPONSE CARD
SERVICES**

AGREEMENT NO. C-_____
BETWEEN
THE CITY OF LOS ANGELES
OFFICE OF FINANCE
AND
MOBILITY CAPITAL FINANCE, INC.
FOR
ANGELENO CARD AND/OR ANGELENO IMMEDIATE RESPONSE CARD
SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Los Angeles, a municipal corporation (“City”), acting by and through its Office of Finance (“Finance”), and Mobility Capital Finance, Inc., (hereinafter referred to as “Contractor” or “MoCaFi”), referred collectively herein as “Parties” or individually as “Party”, with reference to the following:

WHEREAS, on March 2, 2020, amidst the COVID-19 pandemic, the Mayor of Los Angeles declared a local state of emergency pursuant to Los Angeles Administrative Code (“LAAC”) Section 8.21 et seq. (“Declaration of Emergency”); and

WHEREAS, on March 17, 2020, the City Council unanimously resolved that the competitive bidding restrictions set forth under Charter Section 371 and LAAC 10.15 be suspended for contracts entered into by the City on account of the Declaration of Emergency and mitigation efforts related to COVID-19; and

WHEREAS, on April 4, 2020, the Mayor’s Office announced the launch of the “Angeleno Card,” a financial assistance program that provides prepaid debit cards to individuals and families residing in the City who endured or were experiencing increased financial stress from the COVID-19 pandemic; and

WHEREAS, effective October 15, 2020, City and Contractor entered into Professional Services Agreement Number C-137261 (“Original Agreement”) for the Contractor to provide the procurement, distribution, and management of Angeleno Cards in coordination with the Angeleno Account and related services (“Contemplated Services”); and

WHEREAS, the Original Agreement expired on October 13, 2023,

WHEREAS, the need for financial assistance still exists for Los Angeles residents who have been economically impacted by COVID-19; and

WHEREAS, City, desires the services of MoCaFi to provide the Contemplated Services, on a temporary basis, to ensure continuity of Angeleno Card services; and

WHEREAS, City, through Finance, wish to: (1) enter into a short term Agreement, for twelve (12) months from the Effective date hereto as a stop gap measure while the City conducts a competitive bid process for Angeleno Card Services ; and

NOW, THEREFORE, in consideration of the above premises and of the representations and covenants hereinafter set forth, the Parties hereto represent and covenant as follows:

1. PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1. Parties to the Agreement are:

City – The City of Los Angeles, Office of Finance, a municipal corporation, having its principal office at 200 N. Spring St., Room 220, Los Angeles, California 90012.

Contractor – Mobility Capital Finance, Inc., having its principal office at 1211 Avenue of the Americas, 27th Floor, New York, NY 10036.

1.2. Representatives of the Parties

The representatives of the Parties who are authorized to administer this Agreement and to whom formal notices, demands and communications will be given are as follows:

1.2.1. The City's representative is, unless otherwise stated in the Agreement:

Diana Mangioglu, City Treasurer/Director of the Office of Finance
Los Angeles Office of Finance
200 N. Spring St., Room 220
Los Angeles, California 90012

With copies to:

Matthew Hale, Deputy Mayor
Mayor's Office of Finance, Operations and innovation
matt.hale@lacity.org
213-978-3340
Los Angeles Office of Finance
200 N. Spring Street
Los Angeles, California 90012

1.2.2. The Contractor's representative is, unless otherwise stated in the Agreement:

Wole Coaxum, CEO
Mobility Capital Finance, Inc.
1211 Avenue of the Americas, 27th Floor
New York, NY 10036
917-593-2301
wole.coaxum@mocafi.com

With copies to:

Joe Halprin
General Counsel
Mobility Capital Finance, Inc.
1211 Avenue of the Americas, 27th Floor
New York, NY 10036
legaldepartment@mocafi.com

1.3. Formal Notices

Formal notices, demands, and communications to be given hereunder by either Party must be made in writing and may be affected by personal delivery or by email, registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing or email transmission.

2. TERM OF THE AGREEMENT

2.1. The initial term of this Agreement shall be twelve (12) months from the Effective Date hereof. The Effective Date of this Agreement shall be the date upon which the last of the following events should occur:

1. This Agreement has been signed on behalf of the Contractor by the person or persons authorized to bind the Contractor hereto;
2. This Agreement has been approved by the Director of the Office of Finance;
3. The Office of the City Attorney has indicated the approval as to form of this Agreement; and
4. This Agreement has been signed on behalf of the City by the person designated to so sign by the City Council or by the board, officer, or employee authorized to enter into this Agreement.

3. SERVICES TO BE PROVIDED BY THE CONTRACTOR

3.1. Overview of Services

As directed by the City, Contractor agrees to provide Angeleno Cards and/or Angeleno Immediate Response Cards ("IRC"), to applicants identified by City, in compliance with all applicable laws and regulations and as directed by City, and perform related services, as described in Attachment B - Scope of Work (2024), which is hereby incorporated into this Agreement by reference and attached herein, and perform such other functions as further articulated in this Agreement.

The Consumer Fee Schedule for the Angeleno Debit Card is attached and incorporated herein as Exhibit E-1. The Angeleno Connect IRC Consumer Fee Schedule is attached and incorporated herein as Exhibit E-2. The Account holder Agreement for the Angeleno Debit Card is attached and incorporated herein as Attachment F-1. The Cardholder Agreement for the Angeleno IRC is attached and incorporated herein as Attachment F-2. The Consumer Fee Schedules and the Accountholder Agreement and the Cardholder Agreement are subject to revision as provided for in the Scope of Work.

- 3.2 Any Modifications to the terms of this Agreement shall require the execution of an amendment, approved and signed by an authorized representative of both City and Contractor. If Contractor performs any modification without a written amendment, City shall neither pay for, nor be obligated to accept, said modification.

4. DATA OWNERSHIP

As between the parties, City is the sole and exclusive owner of all data and information provided to Contractor by or on behalf of City pursuant to this Agreement and any and all updates or modifications thereto or derivatives thereof made by Contractor ("City Data"), and all intellectual property rights in the foregoing, whether or not provided to any other party under this Agreement. City Data is Confidential Information for the purposes of this Agreement. Contractor shall not use City Data for any purpose other than that of rendering the services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit City Data. Contractor shall not possess or assert any lien or other right against, or to City Data. City may request an export of City Data stored within the systems or held by Contractor in any form or format at no charge to City.

Subject to the restrictions articulated elsewhere in this Agreement, City grants Contractor a non-transferable, non-exclusive, license, solely for the term of this Agreement (including any renewals thereof) plus the period of time Contractor is required by applicable laws and regulations to maintain such data and information in Contractor's records, to use City Data solely for purposes of performing the services pursuant to this Agreement for City's benefit.

5. DATA PROTECTION

- 5.1 Contractor shall use best efforts, but in no event less than information security industry standard protections, for the type of data at issue, to prevent unauthorized access to, or use, disclosure, or exposure of City Data. To this end, Contractor shall safeguard the confidentiality, integrity, and availability of City Data, including all information obtained by Contractor during the scope of conducting background investigations for City.
- 5.2 Contractor shall implement and maintain appropriate administrative, technical, and organization security measures to safeguard against unauthorized access, disclosure, or theft of City Data or a candidate's personal information. Such security measures shall be in accordance with recognized industry best practices and the standard of care imposed by state and federal laws and regulations relating to the protection of such information. In the absence of any legally imposed or industry standard of care, Contractor shall safeguard City Data using measures no less stringent than the measures Contractor applies to Contractor's own personal data and non-public data of similar kind.
- 5.3 Unless otherwise expressly agreed to by City in writing, Contractor shall encrypt all City Data at rest and in transit and limit access to only those individuals whose access is essential for performance of the services contemplated by this Agreement.
- 5.4 At no time may any content or City processes be copied, disclosed, or retained by Contractor or any party related to Contractor for subsequent use in any transaction that does not include City except for the provision of products and services under the Agreement.

At any time during the term of this Agreement, at City's written request, Contractor shall, and shall instruct all of its employees and subcontractors to, promptly return to City all copies, whether in written, electronic, or other form of media, of City Data in its possession, or securely dispose of all such copies, and certify in writing to City that such City Data has been returned to City or disposed of securely, except for information which Contractor and/or its subcontractors are required to maintain by applicable laws and regulations. Contractor shall comply with all reasonable directions provided by City with respect to the return or disposal of City Data. In addition to this provision and Attachment B - Scope of Work (2024), CONTRACTOR'S obligations to retain City Data during the term of this contract and following (1) final payment made by CITY, (2) the expiration of this Agreement, or (3) the termination of this Agreement, are governed by Attachment A - Standard Provisions for City Contracts (Rev. 6/24 [v.1]).

6. COMPLIANCE WITH PRIVACY LAWS

Contractor shall ensure that Contractor's performance of Contractor's obligations under this Agreement complies with all applicable local, state, and federal privacy laws and regulations. If this Agreement or any practices which could be, or are, employed in performance of this Agreement are inconsistent with or do not satisfy the requirements of any of these privacy laws and regulations, City and Contractor shall in good faith execute an amendment to this Agreement sufficient to comply with these laws and regulations and Contractor shall complete and deliver any documents necessary to compliance.

7. CONFIDENTIAL INFORMATION

Contractor understands that all original material, and personal information disclosed by City whether written or readable by machine, including written or recorded data, documents, graphic displays, reports, and other documentation or other materials which contain information relating to Contractor's performance hereunder are considered confidential property of City. Contractor understands the sensitive nature of the above and therefore agrees that neither its officers, partners, employees, agents, contractors or subcontractors will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, nor other materials except as provided herein or as authorized, in writing, by City's representative. This section shall remain in effect after the termination of this Agreement until such time as the Confidential Information has been released by City. Contractor must submit a signed copy of Attachment C - Confidentiality Agreement, which is attached hereto and incorporated herein, and require it from each subcontractor. The provisions of this subsection shall survive expiration or termination of this Agreement.

8. DATA, DEVELOPMENT, AND ACCESS-POINT LOCATION

Storage of City Data shall be located in the continental United States of America. Contractor shall not allow its personnel or contractors to store City Data on portable devices, including personal computers, except for devices that are used and kept only at Contractor's continental United States of America headquarters, the home offices of Contractor's employees and contractors (all via secured network using equipment furnished by Contractor) or data centers. Contractor shall neither access, nor allow a third party to access systems housing City Data from any location outside of the continental United States of America. Notwithstanding anything to the contrary in this Agreement, and only after obtaining prior written approval of City, Contractor may grant personnel and contractors located outside the continental United States remote

read-only access to City Data only as required to provide proctoring and other technical support in relation to the services contemplated herein. Contractor shall obtain the City's prior written approval for each of its employees, contractors, officers, partners, consultants, principals, agents, affiliates, or subsidiaries who are essential for the purpose of providing the services under this Agreement ("Authorized Persons"). Authorized Persons shall include, but not be limited to, the subcontractors identified in this Agreement and all employees and contractors of Contractor in the following roles: customer service, operations, marketing, information technology, fraud, legal and compliance. When Contractor submits a request for City's prior written approval, it shall describe the proposed Authorized Person's role and the necessity for the proposed Authorized Person to access City Data. Contractor shall at all times cause such Authorized Persons to abide strictly by Contractor's obligations under this Agreement and the industry standards for information security. Contractor hereby agrees that only Authorized Persons who are bound in writing by confidentiality and other obligations sufficient to protect City Data in accordance with the terms and conditions of this Agreement will access City Data, and will do so only for the purpose of enabling Contractor to perform its obligations under this Agreement. Within 45 days of the date of this Agreement, Contractor and City will agree in writing on the conduct of a data security review to verify the security of the Contractor's data management and storage procedures to the reasonable satisfaction of the City. In the event that the data security review identifies any areas of concern, Contractor will have 30 days to remedy such areas of concern.

9. DATA BREACH

Contractor shall protect City Data using the most secure means and technology that is consistent with industry standards for the type of data at issue. Contractor shall notify City as soon as reasonably feasible, but in any event, within twenty-four (24) hours in writing and telephonically of Contractor's discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. Contractor shall begin remediation immediately. Contractor shall provide daily updates, or more frequently if required by City, regarding findings and actions performed by Contractor until the Data Breach or Security Incident has been effectively resolved to City's satisfaction. Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with City. If directed by City, Contractor shall retain an independent third party to conduct the investigation at Contractor's sole cost. At City's sole discretion, City and/or its authorized agents shall have the right to participate in the investigation. Contractor shall cooperate fully with City, its agents and law enforcement. Contractor is responsible for all costs associated with a Data Breach or

Security Incident, including, if directed by City, the provision of identity theft protection and/or credit monitoring services to individuals affected by the Security Incident. If required by law or directed by City, Contractor will be responsible for notifying individuals impacted by the Security Incident or Data Breach, with City having approval of the content of the notification, subject to requirements of applicable laws and regulations and approval of Contractor's issuing bank, Sunrise Banks, N.A. ("Sunrise"). In the event City incurs any direct costs related to the breach referenced above, City will seek reimbursement from Contractor or reduce Contractor's invoice for costs associated with breach of security.

10. DATA BREACH LIABILITY

If City is subject to any claims relating to any Data Breach or Security Incident, in connection with this Contract, whether or not the result of an Authorized Person, Contractor shall fully indemnify and hold harmless City and defend City against any such claims, including reimbursement of any costs incurred by City relating to those claims. This obligation is in addition to any of Contractor's other indemnification obligations in this Agreement.

11. FIREWALLS AND ACCESS CONTROLS

Contractor shall use access precautions, including, but not limited to, physical software and network security measures, employee screening, training and supervision, and appropriate agreements with employees to:

- 11.1 Prevent anyone other than City, Contractor, Contractor's Authorized Persons, approved subcontractors and authorized City or Contractor personnel from monitoring, using, gaining access to, or learning the import of City Data;
- 11.2 Protect appropriate copies of City Data from loss, corruption, or unauthorized alteration; and
- 11.3 Prevent the disclosure of City and Contractor passwords and other access control information to anyone other than authorized City personnel or Contractor's Authorized Persons who have a need to know such information.

12. SECURITY BEST PRACTICES

Contractor shall implement the following security best practices with respect to any service provided:

12.1 Least Privilege: Contractor shall authorize access only to the minimum amount of resources required for a function.

12.2 Separation of Duties: Contractor shall divide functions among its staff members to reduce the risk of one person committing fraud undetected.

12.3 Role-Based Security: Contractor shall restrict access to authorized users and base access control on the role a user plays in an organization.

13. ACCESS RESTRICTIONS

Contractor shall restrict the use of, and access to, administrative credentials for City accounts and Contractor's systems to only those of Contractor's employees and other agents whose access is essential for the purpose of providing the services of this Agreement. Contractor shall require these personnel to log on using an assigned user-name and password when administering City accounts or accessing City Data. These controls must enable Contractor to promptly revoke or change access in response to terminations or changes in job functions, as applicable. Contractor shall encrypt all passwords, passphrases, and PINs, using solutions that are certified against U.S. Federal Information and Processing Standard 140-2, Level 2, or equivalent industry standard, and verify that the encryption keys and keying material are not stored with any associated data. Contractor will implement any City request to revoke or modify user access within twenty-four (24) hours or the next business day of receipt of City's request. Contractor will disable user accounts after at most ten (10) consecutive invalid authentication attempts.

14. RIGHT OF AUDIT BY CITY

Without limiting any other audit rights of City, upon reasonable advance notice of at least thirty (30) days, and no more than once per calendar year, City may review Contractor's data privacy and data security program prior to the commencement of this Agreement and from time to time during the term of this Agreement. During the performance of this Agreement, upon reasonable advance notice of at least thirty (30) days, and no more than once per calendar year, City, may, by itself or by retaining a certified public accounting firm or information security professional, perform, or have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, at City's discretion and upon request by City, Contractor agrees to complete, within fourteen (14) days of receipt, an audit questionnaire provided by City regarding Contractor's data privacy and information security program.

These audit rights are in addition to any other audit rights set forth in Attachment A - Standard Provisions for City Contracts (Rev. 9/22) [v.1].

15. WRITTEN INFORMATION SECURITY POLICY

15.1 Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards, and procedures (collectively "Information Security Policy"), and communicate the Information Security Policy to all of its respective employees and contractors in a relevant, accessible, and understandable form.

15.2 Contractor shall regularly review and evaluate the Information Security Policy to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks. Upon execution of this Agreement and thereafter within three (3) business days of City's request, Contractor shall make available for City's review Contractor's Information Security Policy and any related SOC audits, information security certifications, or other evidence that Contractor has in place appropriate policies and procedures regarding information protection and security

16. CHANGE IN SERVICE

Contractor shall notify City of any changes, enhancement, and upgrades to Contractor's systems, or changes in other related software services, as applicable, which can impact the security of the services.

17. COMPENSATION AND PAYMENT

17.1. Compensation

17.1.1 For and in consideration of the satisfactory performance of the professional services provided under Section 3 herein, the City's total obligation under this Agreement shall not exceed One Million Dollars (\$1,000,000). Contractor shall bill City in accordance to Attachment D - Fee Schedule, which is attached hereto and incorporated herein.

17.2. Method of Payment

Subject to Section 3.1 and this section, the City shall pay the Contractor within thirty (30) calendar days of receipt and approval of the Contractor's invoices by the City.

All invoices must include the following information for payments to be processed:

- Name and address of company

- Date of Invoice
- Invoice Number
- Agreement Number
- Date(s) and description of services provided
- Amount of Invoice
- Total amount payable
- Remittance address
- Other additional information as requested by the Office of Finance

The Contractor must submit invoices to:

Mayor's Office, City Hall
200 N. Spring Street
Los Angeles, California 90012
mayor.innovation@lacity.org
213-978-0600

17.3. Review and Acceptance of Deliverables

17.3.1 Payment to the Contractor will be authorized after acceptance of the deliverables and receipt of a properly completed invoice (in that order).

17.3.2 The Contractor shall deliver products and invoices to the City upon completion of tasks as described in this Agreement. The City shall pay the Contractor for the approved product and in the amount specified herein.

17.3.3 At or before the conclusion of the review period, the City will submit a written, dated notification to the Contractor of the City's acceptance or rejection of the work delivered by the Contractor, based on standards stipulated herein, and if the work is rejected, listing the cause of rejection and required corrections.

18. FUNDING CONTINGENCY

Notwithstanding anything to the contrary, City obligations under this Agreement are payable only from funds specifically appropriated by the City Council and City shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of the City's future fiscal years unless and until the City Council appropriates funds for this Agreement in City's budget for each such future fiscal year.

In the event the City is not able to secure funds, or funds are not appropriated by the City Council for this Agreement, the Contractor agrees to release the City from further obligation or liability under this Agreement.

19. NON-EXCLUSIVE

The City and Contractor understand and agree this is a non-exclusive Agreement to provide services to the City and that the City reserves the right to enter into agreement with other contractors/consultants to provide similar services during the term of this Agreement.

20. SEVERABILITY

If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement shall remain enforceable and the invalid or unenforceable provision(s) shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

21. NO THIRD-PARTY BENEFICIARIES

Nothing herein is intended to create a third party beneficiary in any subcontractor. The City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

22. CONTRACTOR'S INTERACTION WITH THE MEDIA; PUBLICITY

Contractor shall refer all inquiries from the news media to City, shall immediately contact City to inform City of the inquiry, and shall comply with the procedures of City's Public Affairs staff regarding statements to the media relating to this Agreement or Contractor's services hereunder.

23. REPRESENTATIONS AND WARRANTIES

Contractor shall provide services in accordance with applicable standards and requirements to possess all valid Permits and licenses. Contractor represents and warrants that the work performed hereunder shall be completed in a manner consistent with professional standards among those firms in Contractor's profession, doing the same or similar work, under the same or similar circumstances. Contractor must possess and maintain valid licenses and permits required to perform the services described herein.

24. SEPARATION ASSISTANCE

In the event of separation, Contractor shall provide separation assistance to City to facilitate separation.

25. CONTRACTOR'S PERSONNEL AND SUBCONTRACTORS

25.1 Except as expressly provided in Subsection 26.2 below, Contractor shall use its own employees to perform the services described in this Agreement. City shall have the right to review and approve any personnel who are assigned to work under this Agreement. Contractor agrees to remove personnel from performing work under this Agreement if requested to do so by City. City reserves the right to have Contractor replace any project personnel with equally or better qualified staff upon submitting written notice to Contractor. In addition, City reserves the right to approve in advance any changes in project personnel or levels of commitment by Contractor to the project.

25.2 Contractor may utilize subcontractors to assist in performance of this Agreement, provided that (i) at least thirty (30) days prior to the commencement of any work by the subcontractor, Contractor notifies the City of the identity of the subcontractor it proposes to use, along with a description of the work it intends subcontractor to perform, (ii) City does not object in writing to the use of that subcontractor; and (iii) all subcontractors, prior to the commencement of any work contemplated herein, enter into a written agreement with Contractor that binds those subcontractors to terms that are at least as protective of the rights and information of the City under the terms of this Agreement. Notwithstanding the fact that Contractor may utilize subcontractors, Contractor shall remain responsible for performing all aspects of this Agreement and any subcontract to be entered into by the Contractor after the Effective Date for work to be performed by Contractor as a result of this Contract include identical provisions therein. City reserves the right to request replacement of a subcontractor at any time. City does not have any obligation to pay subcontractors and nothing herein creates any privity between City and the subcontractors. Contractor shall use the following subcontractors (all of which are Authorized Persons as defined in this Agreement) to assist in the performance of this Agreement:

- a. Sunrise Banks, N.A. - Issuing bank
- b. Galileo Financial Technologies, LLC – Processor; Disputes
- c. First Mile Group, Inc., d/b/a, Alloy - ID verification
- d. Idemia America Corp. - Card printing and fulfillment
- e. Ubiquity Global Services, Inc. - Customer service
- f. Amazon Web Services, Inc. - Cloud storage

25.3 City reserves the right to investigate any reported adverse incident involving

Contractor or Contractor's personnel that allegedly occurred or was a result of work performed for City. Contractor shall provide all requested information and assist City in conducting these investigations.

26. FEMA PROVISIONS

26.1 Contractor shall comply with all requirements for City to be reimbursed by FEMA.

26.2 Clean Air Act

26.2.1 This section applies to contracts exceeding \$150,000.

26.2.2 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

26.2.3 Contractor agrees to report each violation to City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

26.2.4 Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

26.3 Federal Water Pollution Control Act

26.3.1 This section applies to contracts exceeding \$150,000.

26.3.2 Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

26.3.3 Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

26.3.4 Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

27. SUSPENSION AND DEBARMENT

- 27.1 This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify (by signing this Agreement) that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 27.2 Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 27.3 This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 27.4 Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

28. Byrd Anti-Lobbying Amendment. 31 U.S.C. § 1352 (AS AMENDED)

If Contractor has applied for or received an award for a contract of \$100,000 or more, Contractor (and any of its subcontractors) shall sign and submit to the City the certification attached hereto as Appendix 1. Contractor and its subcontractors each certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

29. INSURANCE

Contractor shall maintain the level of insurance required in the completed Form Gen. 146, Required Insurance and Minimum Limits, which is attached as [Exhibit 1] to Attachment A - Standard Provisions for City Contracts (Rev. 6/24 [v.1]). The insurance must name City as additional insured with respect to liability coverage. No policies or certificates with respect to such insurance may be canceled or materially changed without at least 30 days' prior written notice by the respective insurer to City.

30. STANDARD PROVISIONS FOR CITY CONTRACTS

By entering into this Agreement with the City, the Contractor agrees to abide by the Standard Provisions for City Contracts (Rev. 6/24 [v.1]), attached hereto and incorporated herein as Attachment A.

31. MUNICIPAL LOBBYING ORDINANCE

The Contractor is required to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if Contractor qualifies as a lobbying entity under Los Angeles Municipal Code §48.02. Agreements submitted without a completed CEC Form 50 by contractors that qualify as a lobbying entity under Los Angeles Municipal Code §48.02 may be subject to penalties, termination of contract, and debarment.

32. DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

The Contractor shall comply with Los Angeles Administrative Code Section 10.50 *et seq.*, 'Disclosure of Border Wall Contracting.' The City may terminate this Contract at any time if the City determines that the Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in Los Angeles Administrative Code Section 10.50.1. The Contractor shall complete and upload a Disclosure Ordinance Affidavit, on www.rampla.org.

33. CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

At the end of this contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the contract. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

34. RATIFICATION CLAUSE

To the extent that Contractor's services were performed in accordance with the terms and conditions of this Agreement prior to the Effective Date of this Agreement, those services are hereby ratified.

35. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in one (1) or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one (1) instrument. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

36. ENTIRE AGREEMENT

This Agreement, and any exhibits, attachments or documents incorporated herein by inclusion or by reference, constitutes the complete, and entire Agreement between the Parties and supersedes all prior discussions between the Parties, oral or written. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by the duly authorized representatives of each Party.

37. ORDER OF PRECEDENCE

Unless otherwise provided for in this Agreement, in the event of any inconsistencies between the bodies of this Agreement, exhibits, attachments, and schedules, the order of precedence will be as follows:

1. This Agreement between the City and Contractor; and
2. Attachment A - Standard Provisions for City Contracts (Rev. 6/24 [v.1])
3. Attachment B - Scope of Work (2024)
4. Attachment C - Confidentiality Agreement
5. Attachment D - Fee Schedule
6. Exhibit E-1 - Angeleno Connect DDA Consumer Fee Schedule
7. Exhibit E-2 - Angeleno Connect IRC Consumer Fee Schedule
8. Attachment F-1 - Account Holder Agreement
9. Attachment F-2 - Cardholder Agreement
10. Attachment G-1 - Card Design

[Intentionally left blank. Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

The City of Los Angeles, a Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____
Diana Mangioglou
City Treasurer/Director of Finance
Office of Finance

Date: _____

Mobility Capital Finance, Inc.

By: _____
Wole Coaxum
Chief Executive Officer

Date: _____

By**: _____
Varun Gupta
Chief Financial Officer

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Charles Hong
Assistant City Attorney

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____

City Agreement Number: _____

Council File Number: _____

NOTE: IF Contractor is a corporation, two signatures are required.

*The signature of President, Chairman of the Board, Or Vice President is required here; and

**an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

ATTACHMENT A

**Standard Provisions for City Contracts
(Rev. 9/22) [v.1]**

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 - 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 - 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 - 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____ Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

PSC-45. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: Mobility Capital Financial

Date: 04/18/2024

Agreement/Reference: ANGELENO CARD AND/OR ANGELENO IMMEDIATE RESPONSE CARD SERVICES

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory

EL \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability City of Los Angeles must be named as an additional insured party.

\$1,000,000

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)

Professional Liability (Errors and Omissions)

\$1,000,000

Discovery Period 12 Months After Completion of Work or Date of Termination

Property Insurance (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

Pollution Liability

Surety Bonds - Performance and Payment (Labor and Materials) Bonds

100% of the contract price

Crime Insurance

Other: Submitted to Ricardo Estrada at Office of Finance, 213-648-8713

1) Professional Liability to include Cyber Liability and Data Breach

**Insurance certificate(s) MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/>

**Insurance provisions for this agreement are detailed in Sect. 7 of the agreement.

ATTACHMENT B

Scope of Work

Professional Services Agreement MOBILITY CAPITAL FINANCE, INC.

Attachment B - Scope of Work (2024)

I. Overview

Mobility Capital Finance, Inc. ("MoCaFi") will provide the City of Los Angeles, California ("City") with a solution consisting of a consumer demand deposit account ("DDA" or "Account") with an associated municipally branded debit card ("Angeleno Debit Card") and with a prepaid disbursement card ("Angeleno IRC"). The Angeleno Debit Card and the Angeleno IRC will bear the logo and the name of the City, as previously directed and approved under the Original Agreement by City and as approved by Sunrise and MoCaFi's network, Mastercard.

To the extent requested by the City, MoCaFi and the City will make good faith efforts to integrate the Angeleno Debit Card and the Angeleno IRC into the One Angeleno ("Angeleno Account") as developed by the City. City understands that any such integration may require modifications to this Attachment B as well as Attachment D to the Agreement.

An Angeleno Debit Card holder can opt to activate the financial capabilities of their Angeleno Debit Card at any time by following the instructions that will come with the Angeleno Debit Card. The financial capabilities will consist of a debit card functionality and a DDA. Once an Angeleno Debit Card holder successfully applies for a DDA (as described below), the Angeleno Debit Card will function as a debit card for the DDA. The financial/banking features of the DDA and debit card are described in more detail in this SOW. Each DDA associated with an Angeleno Debit Card will be assigned an account number and routing number for the cardholder's use. By way of example, if an Angeleno Debit Card holder opts for direct deposit of City payments, the City can make direct deposits of government subsidies or benefits to the DDA associated with the Angeleno Debit Card.

An Angeleno IRC cardholder can register their Angeleno IRC and activate the financial capabilities of the Angeleno IRC by following the instructions that will come with the Angeleno IRC.

II. Card Application and Distribution

The Angeleno Debit Card will be issued to individuals who have successfully applied for it as described below. The Angeleno IRC will be issued to individuals who have been identified by City in a list provided to MoCaFi (City may direct that an Angeleno IRC be preloaded). Since the Angeleno Debit Card is a financial instrument, application for the DDA and the Angeleno Debit Card is subject to federal regulations designed to accurately identify the applicant.

- A. Angeleno Debit Card Application. Applicants for the Angeleno Debit Card apply via MoCaFi's app.
- B. Angeleno IRC Cardholder Identification. The City will provide a list of individuals that the Angeleno IRCs should be created for and distributed to, with such list to include sufficient information for MoCaFi to print and distribute each individual card, including but not limited to, name, address, DOB, email address and cell phone number, and amount to be preloaded on card, if applicable. Unless otherwise agreed, MoCaFi and the City will utilize the mutually agreed upon procedures developed prior to the expiration of the Original Agreement to transfer information from the City and/or individual consumers as required by MoCaFi to verify identification in accordance with applicable regulations and print and distribute the Angeleno Debit Cards and Angeleno IRC Cards.
- C. Virtual Angeleno Card. A successful applicant for an Angeleno Debit Card will have access to that card in the electronic form developed prior to the expiration of the Original

Agreement unless otherwise mutually agreed by MoCaFi and the City.

- D. Card Design. MoCaFi will use the design for the Angeleno Debit Card and the Angeleno IRC agreed under the Original Agreement. A copy of the Angeleno Debit Card and Angeleno IRC design as of the date of this Agreement is attached hereto as Attachment G.
- E. Card Distribution. MoCaFi will distribute the Angeleno Debit Card to successful applicants at the physical address provided by the applicant at the time of enrollment. MoCaFi will distribute Angeleno IRCs to individuals in lists provided by City. MoCaFi will distribute the cards via USPS first class mail, unless otherwise agreed to by MoCaFi and the City. The City and MoCaFi shall agree in writing regarding more specific details of the application, approval and distribution process described above. In the event that Angeleno IRC cards are distributed by MoCaFi in bulk to the City and the City distributes the cards to consumers, the following procedures will apply for such distribution by the City: cards are to be stored in a secure location (a safe or a locked file cabinet in a locked office), cards are to be distributed as soon as reasonably possible; a distribution log is to be maintained; notice if any cards are lost/stolen before being distributed and return of any undistributed cards within a reasonable period of time after receipt of the cards. The City will maintain a log in form agreed to by City and MoCaFi to demonstrate compliance with these inventory control requirements.
- F. Reports and Statistical Analyses. MoCaFi will provide monthly reports to City. This includes aggregated reports that provide key KPIs including but not limited to:
- Total funding across the program
 - Number of program participants
 - Top MCC (Merchant Category Code) spend by transactions/spend amount
 - Top Merchants spend by transactions/spend amount

The reports will be anonymized and aggregated, in accordance with applicable laws which protect the privacy of individual Angeleno Debit Card holders and Angeleno IRC cardholders. The reports will include the amounts distributed by the City to Angeleno Debit Card holders and Angeleno IRC cardholders, broken down by City department.

- G. City Access to Consumer Data. MoCaFi and City will develop a mutually agreed upon process by which an Angeleno Debit Card cardholder or an Angeleno IRC cardholder may "opt in" to share certain transaction data with the City. Any such opt-in will be subject to terms and conditions mutually agreed upon by MoCaFi and City and follow applicable laws that protect the privacy of individual Angeleno Debit and IRC Card holders. This data sharing will be integrated to the extent applicable with the Angeleno Account interface and log in managed by the City. The City and MoCaFi shall agree in writing regarding more specific details of the processes described above.

III. Activation of Optional Financial Capabilities of the Angeleno Debit Card:

The financial capabilities of the Angeleno Debit Card will be inactive when the Angeleno Debit Card is distributed to a cardholder. The financial capabilities of the Angeleno Debit Card will be activated via MoCaFi's app.

Information on activation procedures will be provided with the physical cards and any digital cards. To the extent provided by City, the activation procedures will also take them to information on the Angeleno Account, City services that can be accessed, benefits of the Angeleno Account for

financial services, and related City partnerships. This information may change periodically, and upon receipt from City, MoCaFi will update the information. This information will be made available by City in English, Spanish, and Korean with a link to an online version in other languages as noted by the Los Angeles City Clerk for use in election materials. MoCaFi's Call Center will provide these languages at a minimum, as well as scripts to the 311 call center to direct callers to MoCaFi's Call Center for detailed information. In order to activate the Angeleno Debit Card via the MoCaFi app, an Angeleno Card holder will be required to:

- a. Download the MoCaFi app onto a smartphone (from the Apple Store or Google Play).
- b. Create a user profile in the MoCaFi app. The user will have to enter name, date of birth, physical address, SSN/ ITN (or, if the applicant does not have an SSN or ITN, a recognized ID number issued by a foreign government) and answer questions related to the use of the account required by Sunrise.
- c. Review and accept or reject Esign notifications. An Angeleno Card holder who rejects Esign notifications will not be permitted to enable the financial capabilities of the Angeleno Card via the MoCaFi app, but, within one hundred eighty days of the date of this SOW, MoCaFi will develop processes that will allow consumers to enable the financial capabilities by following alternative instructions that will be provided.
- d. Review and accept Angeleno Card Fee Schedule.
- e. Review and accept Angeleno Card DDA account holder agreement, a copy of which is attached as Attachment F-1.

Once an Angeleno Debit Card cardholder follows these steps, the cardholder's identity will be verified and the cardholder's name will be subjected to an Office of Foreign Asset Control ("OFAC") screen. If an Angeleno Debit Card holder's identity is verified and the cardholder passes the OFAC screen, their DDA will be opened and they will be able to use the financial capabilities of the Angeleno Debit Card.

For cardholders without access to a smartphone, alternative instructions will be provided.

The financial capabilities of the Angeleno IRC will be activated when an Angeleno IRC cardholder registers the Angeleno IRC in accordance with the instructions included with the Angeleno IRC. Registration will be available through a MoCaFi app and through customer service. Registration will require the consumer to confirm consumer personal information provided by the City to MoCaFi as provided for in Section II B. above.

IV. Consumer Fee Schedule

Fees shall be chargeable to the account holder by MoCaFi as provided in the fee schedules attached as Attachment E-1 (Angeleno Debit Card) and E-2 (Angeleno IRC).

Upon an account holder's cancellation of an Angeleno Debit Card, MoCaFi will return any funds remaining in the Angeleno Debit Card Account via check to the last known address of the Angeleno Card holders unless MoCaFi determines that the funds were loaded to the Angeleno Debit Card fraudulently. Angeleno Card holders can close their accounts at any time without a financial penalty. In the event that a check is not cashed within 30 days of mailing, MoCaFi shall perform a change of address search and if a new address is identified, shall send a check ("Change of Address Check") to the new address. In the event that the Change of Address Check is not cashed, MoCaFi shall adhere to state laws governing unclaimed property.

Upon a cardholder's cancellation of an Angeleno IRC, any funds remaining on the Angeleno IRC will be returned to the City.

MoCaFi is not responsible for any fees charged to Angeleno Debit Cardholders and Angeleno IRC cardholders by third parties (e.g., out of network ATM fees and out of network cash loads). To the extent MoCaFi is aware of any such fees that might be incurred, MoCaFi will notify the cardholder of those fees.

MoCaFi will create anonymized monthly reports to identify the types of fees of which MoCaFi was aware that were applied to cardholders the previous month and communication strategies to cardholders and changes to the instructions or procedures will be conducted to minimize such fees (e.g., use of Allpoint ATMs for fee free ATM access; Vanilla Direct for fee free cash loads, Ingo for fee free check loads, etc.).

V. Financial Capabilities of the Angeleno Debit Card and Angeleno IRC

a. Angeleno Debit Card

1. Funds Loading to DDA Account

- Direct deposit, including payroll and City benefits (no fees)
- Mobile check deposit (no fees)
- Cash loads via Vanilla Direct* (no fees) and Mastercard repower® (partner fees may apply)
- Transfers from eligible bank accounts, debit cards and credit cards (no fees)
- Transfers from other Angeleno Card Accounts and MoCaFi Mobility Accounts (no fees)

*Vanilla Direct cash loads are available at many Duane Reade, CVS, Walgreens, Dollar General, Family Dollar and Walmart locations. A full list of all LA County locations will be made available online to all cardholders. This will include a way to easily find the closest free cash load location near the cardholder or an entered address.

2. Funds Transfer

- Funds transfer to and from other Angeleno Debit Card Accounts and MoCaFi Mobility Accounts (no fees)

3. Funds transferred via various partners, e.g. Venmo, Cashapp, PayPal, (partner fees may apply)

4. Point of Sale and On-line transactions

- Domestic purchases wherever Mastercard debit cards are accepted (no fees)
- International purchases wherever Mastercard debit cards are accepted (no fees). The Angeleno Card may not be used in certain countries where purchases are limited by applicable policies and procedures of Sunrise.

5. Access to cardholder funds

- In-network ATM withdrawals through the Allpoint* network as well as through Citibank and Wells Fargo ATMs (no fees)
- Teller window withdrawals in any bank branch that is a Mastercard partner (no MoCaFi fee, but bank fees may apply)
- Transfers to eligible bank accounts, debit or credit cards (no MoCaFi fee, but partner fees may apply)
- Out-of-Network ATM withdrawals where Mastercard is accepted (no MoCaFi fee, but partner fees may apply)
- Cash back with purchase where merchant permits (no MoCaFi fee, but merchant fees may apply)

* Allpoint ATMs can be found in many Rite Aid, CVS, Walgreens and Speedway locations.. As of the date of this Agreement, there are nearly 1400 Allpoint ATMs within a 50 mile radius of the City center.

6. Rent Reporting to Credit Bureaus

- Angeleno Debit and IRC Card cardholders may register to have rental payments reported to Equifax and Transunion if they use their Angeleno Debit and IRC Card Accounts to make rental payments via the Bill Pay features found in the app (no fees). MoCaFi will submit positive payment history on behalf of the customer for all eligible payments made.
- By adding positive payment items customers will have the benefit of those additional positive payment history events being factored into their credit score. Credit scores are calculated and owned by the credit bureaus, and MoCaFi does not guarantee credit score outcomes.

b. Angeleno IRC

1. Only the City may load funds to Angeleno IRCs; cardholders cannot add funds.

2. Point of Sale and On-line transactions

- Domestic purchases wherever Mastercard debit cards are accepted (no fees)

3. International purchases wherever Mastercard debit cards are accepted (no fees). The Angeleno IRC may not be used in certain countries where purchases are limited by applicable policies and procedures of Sunrise.

4. Access to cardholder funds

- In-network ATM withdrawals through the Allpoint* network as well as through Citibank and Wells Fargo ATMs (no fees)
- Teller window withdrawals in any bank branch that is a Mastercard partner (no MoCaFi fee, but bank fees may apply)
- Transfers to eligible bank accounts, debit or credit cards (no MoCaFi fee, but partner fees may apply)
- Out-of-Network ATM withdrawals where Mastercard is accepted (no MoCaFi fee, but partner fees may apply)
- Cash back with purchase where merchant permits (no MoCaFi fee, but merchant fees may apply)

* Allpoint ATMs can be found in many Rite Aid, CVS, Walgreens and Speedway locations. As of the date of this Agreement, there are nearly 1400 Allpoint ATMs within a 50 mile radius of the City center.

c. Financial Literacy and Community Engagement - Cardholders will be entitled to use financial literacy materials and resources available on and through MoCaFi's website and mobile app, including the MoCaFi On Our Block™ events and app.

d. Consumer use only - The Angeleno Card may not be used for business purposes.

e. Limits - Many of the financial capabilities of the Angeleno Debit Card and DDA and the Angeleno IRC are subject to dollar and/or velocity limits (e.g., the amount that can be spent and/or withdrawn in a single day) in order to comply with issuing bank and regulatory obligations. The **DDA** account holder agreement and IRC cardholder agreement describe such limits.

VI. Potential Enhancements to the Angeleno Debit Card.

As mutually agreed during the Term.

VII. Customer Service

Customer Service will be available to Angeleno Debit Card cardholders and Angeleno IRC cardholders 7 days a week, 24 hours a day, via MoCaFi mobile app and over the phone via MoCaFi's 24 hour call center in the languages referenced earlier. Live service will only be available during the regular business hours of the call center.

Customer service availability will be subject to downtime due to scheduled and emergency maintenance and force majeure events. Scheduled maintenance will normally be scheduled at times and on dates of low consumer inquiry volume.

VIII. Card Technology

The Angeleno Debit Card and the Angeleno IRC will contain dual-interface (contact/insert and contactless) EMV smart chip, a magnetic stripe, and a CVV (Card Verification Value) code. The card will support contact and contactless payments, technical fallback transactions via magnetic stripe, and CVV authentication. The Angeleno Debit Card and the Angeleno IRC will support card readers in the US and other global Point of Sale (POS) locations. The card will meet applicable compliance standards, including: ISO 7816 (contact), 1443 A/B (Contactless), and 7813 (magnetic stripe).

IX. Consumer Privacy and Data Protection

MoCaFi will not share Angeleno Debit Card cardholder data or the Angeleno IRC cardholder data with any third parties except as may be required by applicable law or to meet MoCaFi's obligations to its issuing bank, processor, card printer or network or other third party providing services to MoCaFi, which sharing shall be limited to the sole purpose of providing services to cardholders under this Agreement. Any such sharing, including sharing with subcontractors, will be communicated clearly with the City in advance of doing so. MoCaFi's agreements with all third parties who receive cardholder data require those third parties to use industry standard security processes and procedures to ensure protection of cardholder data. MoCaFi will only collect personal information required by MoCaFi's obligations to the City, by applicable law, by MoCaFi's issuing bank or as required by any third party to perform services required by MoCaFi to perform under this SOW. Any personal data collected by MoCaFi will be encrypted at rest and during transmission in compliance with industry standards. MoCaFi will observe industry standard data security procedures for the security of all of the data related to the Angeleno Card program. All Angeleno Debit Card application information is subject to MoCaFi's and its issuing bank's identity theft red flags policies and procedures.

X. Projected Timeline and Term

The Angeleno Debit Card and Angeleno IRC programs have been developed pursuant to the Original Agreement and are available as is as of the Effective Date.

XI. [Reserved]

XII. Issuing Bank Approval

All SOW and Angeleno Debit Card program elements and Angeleno IRC program elements are subject to prior approval by Sunrise. MoCaFi has already received approval for the program as is under the Original Agreement. Any materials which will be available to consumers in connection with the Angeleno Debit and IRC Card programs, either in writing, online or otherwise, including, but not limited to any correspondence from the City to Angeleno Debit Card holders and Angeleno IRC cardholders at the time of card distribution, are subject to prior approval by Sunrise.

XIII. Miscellaneous

- A. If the City uses a third party to distribute bulk shipped Angeleno IRC cards, the third party will enter into an inventory control agreement with the City and MoCaFi in line with processes established under the Original Agreement.
- B. Angeleno IRCs may be provided to minors aged 13-17 solely with parental/guardian consent.

ATTACHMENT C

Confidentiality Agreement

ATTACHMENT C
CONFIDENTIALITY AGREEMENT

Mobility Capital Financial, Inc. ("MoCaFi") has entered into a contract (hereinafter referred to as the "Agreement") with the City of Los Angeles to provide various services to the City of Los Angeles, acting by and through its Office of Finance (the "City").

In order to execute the services included in the Agreement, each party will have access to confidential information of the other party. "Confidential Information" includes all data, recorded testimony, audio-tapes, videotapes, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, by one party (the disclosing party) to the other party (the receiving party). Confidential Information disclosed to MoCaFi by the City includes for purposes of this Confidentiality Agreement to be Confidential Information disclosed directly to MoCaFi by individuals and entities known to be City officers, directors, attorneys, agents, servants, representatives, employees, boards, bureaus, departments, subsidiaries, affiliates, partners, predecessors, successors-in-interest and assigns. Notwithstanding the foregoing, Confidential Information shall not include any information which a) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party to the receiving party; b) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; c) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; e) is independently developed by the receiving party without any direct or indirect use of or reference to the disclosing party's Confidential Information, as shown by documents and or other competent evidence in receiving party's possession; or f) is required by law to be disclosed by the receiving party, provided that the receiving party shall use best efforts in every such instance to provide the disclosing party with prompt written notice of such requirement at least ten (10) days prior to any such disclosure and provides reasonable assistance to the disclosing party's effort to obtain a protective court order or relief from such disclosure.

MoCaFi further understands that all information, records, software programs, documents, and data provided by the City and accessed or reviewed by MoCaFi, alone, will remain the property of the City. Any and all information, records, documents, and data provided by the City to MoCaFi are confidential.

MoCaFi agrees not to provide City Confidential Information, nor disclose City Confidential either orally or in writing, to any other person or entity except to its third party suppliers as necessary to perform the contemplated services, and provided further that, such third parties have agreed to treat such information confidentially. MoCaFi further agrees not to make copies of any Confidential Information unless a formal City request is made.

The receiving party agrees to forward all requests received by it for the release of the disclosing party's Confidential Information to the disclosing party.

MoCaFi hereby agrees that it will not divulge to any unauthorized person, information obtained while performing services to the City pursuant to the Agreement.

MoCaFi will be responsible for protecting the confidentiality and maintaining the security of City

materials, notes, records, documents, data and any other information. MoCaFi is responsible for maintaining all stenographic recordings, either paper notes or electronic files, indefinitely for future transcript requests. However, MoCaFi is not obligated to return or destroy Confidential Information that: (i) it is required by law or regulation to retain, but then only for the time period required, (ii) is contained in an archived computer system or backup made by MoCaFi in accordance with its standard security or disaster recovery procedures, provided in each case that: (A) such retained documents will eventually be erased or destroyed in the ordinary course of records management and/or data processing procedures, and (B) that MoCaFi remains fully subject to the obligations of confidentiality in this Agreement. The City will be responsible for protecting the confidentiality of MoCaFi Confidential Information in accordance with the City's standard practices for the treatment and protection of Confidential Information.

This Confidentiality Agreement is to apply in conjunction with any prior confidentiality agreement between the City and MoCaFi, and will not nullify such agreements, however, this Confidentiality Agreement will supplement such agreements, including any confidentiality provision found in the Standard Provisions. Any conflicts between this Confidentiality Agreement and the Standard Provisions and any prior confidentiality agreement, this Confidentiality Agreement shall take precedence.

MoCaFi acknowledges that violation of this Confidentiality Agreement will be subject to the terms of the Standard Provisions.

ATTACHMENT D

Fee Schedule

Professional Services Agreement
MOBILITY CAPITAL FINANCE, INC.
Attachment D - Fee Schedule

Fees Payable by City

Set up Fee: N/A

Annual Program Management Fee:

- \$250,000 for first half of annual program management fee to be invoiced on or after the Effective Date of the Agreement and due thirty (30) days thereafter (plus fees for projected number of cards to print and distribute as provided below)

- \$250,000 for second half of annual program management fee to be invoiced six months after the Effective Date of the Agreement and due thirty (30) days thereafter (plus fees for projected number of cards to print and distribute as provided below)

The annual program management fee will be reduced based on usage of the financial capabilities of the Angeleno Connect IRC and DDA (collectively, "City ID Card") as follows:

Pricing Tiers	Annual Program Management Fee
Annual Spend Below \$150mm	\$500,000
Annual Spend Between \$150mm and \$250mm	\$250,000
Annual Spend Over \$250mm	\$0.00

Annual spend will mean the aggregate amount of spending by all City ID Card Card holders on transactions which generate interchange (typically, POS and on-line purchases). Annual spend will be determined by calculating the amount of spending from the first day of the Term to a date which is twelve months from such date.

Cost of Printing Cards and Distribution

The City is responsible for paying for the cost of the physical plastic and distribution costs for the City ID Card to consumers. The cost per City ID Card for the physical plastic is \$2.50. Distribution costs will be billed to the City at cost with no markup and may vary based on the method of distribution for each City ID Card (first class USPS, expedited USPS, overnight carrier, etc.). The estimated distribution cost for first class USPS is \$0.68 per card.

At the same time Contractor submits an invoice for any semi-annual payment, Contractor will also submit to City, after consulting with the City, the following:

- a. an estimate of the number of cards that will be ordered during the period before the next semi- annual payment is due pursuant to this Agreement and an estimate of the cost of distributing such cards;

- b. the actual cost of the cards ordered (cost of plastic and distribution, as set forth above) during the period between the date of the estimate and the date of the most recent semi-annual payment made by the City.

City will pay the estimated cost for the cards and their distribution at the time City pays any semi-annual fee. The amount paid by the City will be adjusted by the difference between the actual costs of cards ordered/distributed during the prior period and the cost estimated for those cards and their distribution in the last estimate provided by Contractor to the City.

Within thirty (30) days after termination of the Agreement, Contractor will provide City with a final reconciliation between estimated card printing and distribution costs and actual card printing and distribution costs. Based on such reconciliation, either the City (for actual cost over estimate) or Contractor (for actual cost less than estimate) will make payment for the difference between the estimated cost and the actual cost.

Development Costs

For development of programs, products and services outside of the scope of this SOW - \$150 per hour. Before starting any out-of-scope development, the City and MoCaFi will agree, in writing, on the specifications for the development work and MoCaFi will prepare a good faith estimate of the amount of time required to complete the out of scope development work.

ATTACHMENT E-1 AND E-2

Exhibit E-1
Angeleno Connect DDA Consumer Fee Schedule

IV. FEES

ATM withdrawals made from the Allpoint Network are fee free. Domestic POS and on-line transactions are fee free. Other activity will be subject to fees as shown in the fee table below:

Fee	Fee Description Online/Statement	Fee Amount	Details
Add Money			
Cash Reload	No Fee	No Fee	MoCaFi has established a fee free cash load option with Vanilla®. Please check for Vanilla® cash load locations in the Load Cash section in the Angeleno Connect Debit Card App or at vanillareload.com.
Mobile Check Load (for immediate funds)	No Fee	No Fee	MoCaFi has made arrangements with Ingo™ Money (a third-party service provider) for this service.
Get Cash			
ATM withdrawal for any ATM in the Allpoint Network	No Fee	No Fee	For information about Allpoint locations, see the Angeleno Connect Debit Card App or allpoint.com
ATM withdrawal for any ATM not in the Allpoint Network	Cash Withdrawal Fee	\$1.98 plus any fee assessed by the ATM operator	The ATM operator may charge you a fee, even if you do not complete a transaction. You can request cash back by selecting "Debit" and entering your PIN when making a purchase at a retail location. PIN Purchase fee may apply.
Over-the-Counter Withdrawal	Cash Withdrawal Fee	No Fee from MoCaFi	Financial institutions or retailers in the U.S who offer this service may charge you a fee for this service.
Using your Card outside the US			
International ATM withdrawal for any ATM in the Allpoint Network	No Fee	No Fee	Allpoint ATMs are not located in all foreign countries. For information about Allpoint international locations, see the Angeleno Connect Debit Card App or allpoint.com
International ATM Withdrawal for any ATM not in the Allpoint Network	International Cash Withdrawal Fee	\$1.98 + 3%	This percentage and flat fee are our fees for international ATM withdrawals. The ATM operator may also charge you a fee even if the transaction is not completed.
International Over-the-Counter Withdrawal	No Fee	No Fee From MoCaFi	Financial institutions or retailers who offer this service may charge you a fee for this service.
Other			
Inactivity	Inactivity Fee	\$5.95	This is our fee assessed to your account each calendar month after your account has had no activity (no purchases, cash withdrawals, loads) for twelve (12) consecutive months. The fee will be assessed beginning on the 2nd day of the

			13th month. You can avoid this fee by using your account for the type of activities listed above, at least once each calendar year. We will refund this fee to you upon your written request to us made within twelve (12) months of the date the fee was assessed.
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**Exhibit E - 2
Angeleno Connect IRC Consumer
Fee Schedule**

Card Fees.

The following fees apply to your Card, except where prohibited or modified by applicable law:

Get Cash			
ATM withdrawal for any ATM in the Allpoint Network	No Fee	No Fee	For information about Allpoint locations, see the Angeleno Connect IRC App or allpoint.com
ATM withdrawal for any ATM not in the Allpoint Network	Cash Withdrawal Fee	\$1.98	The ATM operator may also charge you a fee, even if you do not complete a transaction. You can request cash back by selecting "Debit" and entering your PIN when making a purchase at a retail location. Not all merchants will provide cash back.
Over-the-Counter Withdrawal	Cash Withdrawal Fee	No Fee from MoCaFi	Financial institutions or retailers in the U.S who offer this service may charge you a fee for this service.
Using your Card outside the US			
International ATM Withdrawal for any ATM not in the Allpoint Network	International Cash Withdrawal Fee	\$1.98 +3%	This percentage and flat fee are our fee for international ATM withdrawals. The ATM operator may also charge you a fee even if the transaction is not completed. Allpoint ATMs are not located in all foreign countries. For information about Allpoint international locations, see the Angeleno Connect IRC App or allpoint.com
International Over-the-Counter Withdrawal	No Fee	No Fee from MoCaFi	Financial institutions or retailers who offer this service may charge you a fee for this service.

ATTACHMENT F-1

DDA ACCOUNT HOLDER AGREEMENT

Exhibit F-1

CONSENT FOR ELECTRONIC COMMUNICATIONS (“E-SIGN AGREEMENT”)

The following disclosures are required by the federal Electronic Signatures (“E-Sign”) in Global and National Commerce Act (the “Act”). Before we can open an Account for you, you must acknowledge receipt of these disclosures, agree that you have read the disclosures and provide your consent to the electronic delivery of all Communications (defined below) regarding your Account (defined below) and any related products and services offered by us.

This Electronic Communications Agreement (“E-Sign Agreement”) applies to all Communications related to your Account. The Account is intended for use only by individuals who are willing and able to receive notices and communications from us exclusively through electronic means. If you do not agree to have us provide you with the legally required notices and communications described herein in electronic and not paper form, then you should not open an Account. Similarly, if after providing your consent hereunder, you withdraw such consent, we reserve the right to terminate your Account as described below.

“Account” means a deposit account that we offer.

“Access Device” means any electronic device you use to access mobile or online services or to view electronic documents. This includes but is not limited to a traditional computer such as a desktop or laptop computer, or a mobile device such as a tablet computer or a smartphone.

“Bank”, “we”, “us” and “our” mean Sunrise Banks, N.A.

“Communication” means any customer agreements or amendments thereto, disclosures, notices, responses to claims, periodic statements, error resolution notices, privacy policies and all other information in connection with the Account that we are required by law to provide to you in writing.

Scope of Communications to Be Provided in Electronic Form. You agree that we may provide you with any Communications in electronic format, to the extent allowed by law, rather than send paper Communications to you. Your consent to receive electronic Communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with your Account and any related products or services;
- This Agreement and any notices about a change in the terms of your Account, or any other terms of this Agreement;
- Periodic statements;
- Privacy policies and notices;
- Error resolution notices;
- Responses to claims filed in connection with your Account;
- Notices regarding insufficient funds or negative balances; and
- All other communications between us (or our service providers) and you concerning your Account and any related transactions, products or services

Method of Providing Communications to You in Electronic Form. All Communications that we provide to you in electronic form will be provided either (1) by posting to our website, (2) by delivery through our Online Banking messaging center or Angeleno Connect App (3) by e-mail or (4) by SMS text message if you have provided your consent separately to receive communications via SMS text message. You will be notified when a Communication pertaining to your Account is available. It is your responsibility to check these sources regularly for Communications and to review any updates to this E-sign Agreement.

How to Withdraw Consent. You may withdraw your consent to receive electronic Communications at any time by notifying us in writing at support@mocafi.com or at MoCaFi, 1211 Avenue of the Americas, 27th Floor, New York, NY 10036. We reserve the right to restrict or terminate your access to your Account and any and all related products if you withdraw your consent to receive electronic Communications. If your Account is closed as a result, we will mail you a refund check for any amount remaining in your Account. If you withdraw your consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected.

How to Update Your Records. It is your responsibility to provide us with a true, accurate and complete e-mail address, contact, and other information related to this E-Sign Agreement and your Account, and to maintain and update promptly any changes in this

information. You can update information (such as your e-mail address) by calling us at 1-800-342-7374 or by updating your contact information in the Angeleno Connect App. We are not responsible for any delay or failure in your receipt of the Communications if we send the Communications to the last email address you have provided to us.

To access your Account and electronic documents on a mobile device, you will need:

- A mobile device with any of the following operating systems: Android or iOS (iPhone);
- A data plan provided by your wireless carrier;
- A mobile browser that is compatible with your operating system (i.e. Google Chrome, Safari, Firefox, or Internet Explorer) and is a version that we support and that is currently supported by its developer; and
- If you wish to view .pdf files on your mobile device, you will need software that accurately reads and displays .pdf files (such as the mobile version of Adobe Reader).

To access Online Services and electronic documents on a traditional computer, you will need:

- A computer with any of the following operating systems: Windows XP or higher, OS X (Apple) or higher and, for PC's: Pentium 120 MHz or higher; for Macintosh, PowerMac 9500, Power PC 604 processor 120-MHz Base or higher;
- An internet connection with an internet browser that is compatible with your operating system (i.e. Google Chrome, Safari, Firefox, or Internet Explorer) and is a version that we support and that is currently supported by its developer;
- Software that accurately reads and displays .pdf files (such as Adobe Reader 8.0 or higher); and
- A printer and/or storage device if you wish to print or retain any electronic documents.

We will notify you if our hardware or software requirements change and whether that change creates a material risk that you would not be able to access or retain your electronic documents. Continuing to use your Account and related products and services after receiving notice of the change is the reaffirmation of your consent to this E-Sign Agreement.

Requesting Paper Copies. Generally, we will not send you a paper copy of any electronic Communication, unless requested by you. If you request a paper copy of your Account statement, we will send it to you at no charge, but any request must be for a single, specific Account statement and we will not accept a recurring request for paper copies of Account statements. To request a paper copy of an electronic Communication, call us at 1-800-342-7374 or email us at support@mocafi.com. Additionally, we reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

Communications in Writing. You accept electronic Communications provided by us as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, and agree that such electronic form fully satisfies any requirement that such communications be provided to you “in writing” or in a form that you may keep. You should print or download for your records a copy of this E-Sign Agreement and any other electronic Communication that is important to you.

Federal Law. You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the E-Sign Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

Termination/Changes. We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

Consent. By clicking the box to accept these terms, you adopt the check as your electronic signature and you acknowledge receipt of the E-Sign Agreement and further acknowledge that you have read the E-Sign Agreement; you affirmatively consent to the electronic receipt of any and all Communications in connection with your Account or related products and services and confirm that you are able to receive and review Electronic Communications in the manner we have described above. You further agree that your Access Device satisfies the hardware and software requirements specified above and that you have provided us with a current e-mail address at which we may send electronic Communications to you.

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- IV. Fees**
- V. General Funds Availability Policy**

I. ANGELENO CONNECT MOCIFI BANK ACCOUNT AGREEMENT AND DISCLOSURES: Please read this carefully and retain it for future reference. This Angeleno Connect MoCaFi Bank Account Agreement (the "Agreement") may be revised periodically, so it may include changes from earlier versions. By providing a written or electronic signature on a signature card or opening, or continuing to hold an account with us, you agree to the most recent version of this Agreement, which is available to you on the Angeleno Connect App, or by calling us at the number listed on the last page of this Agreement. This Agreement outlines the terms and conditions related to the demand deposit account ("Account") available from Sunrise Banks, N.A., member of the Federal Deposit Insurance Corporation ("FDIC"), (the "Bank" or "Issuer") on behalf of Mobility Capital Finance, Inc. ("Bank Partner" or "MoCaFi"), the program partner responsible for managing the Account. "We", "our", and "us" refer to the Bank, our successors, affiliates, or assignees. "You" and "your" refer to the owner of the Account. The Account is offered by us and Bank Partner as an alternative to a traditional checking account. It is a checkless banking account with no checks. Deposits, withdrawals and payments can be made similar to any other deposit account. Deposits can be made via direct deposit and through online and mobile banking using account to account transfers or via the Angeleno Connect App. Cash withdrawals can be made at an ATM and over the counter at certain financial institutions. Rental payments can be made with your debit card to certain landlords, through our online and mobile bill pay services, or by setting up an Automated Clearinghouse (ACH) transfer.

CELLULAR PHONE CONTACT POLICY: By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later connect to a cellular device, you are expressly consenting to receiving communications- including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system- from us, Bank Partner, our affiliates, Bank Partner's affiliates, our agents, and Bank Partner's agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future, and permits such calls for any reason, including non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

A. Our Agreement

1. **You may open an Account by using the Angeleno Connect Application (the "Angeleno Connect App") which is available at the Apple Store and Google Play.** The Account is not designed for business use, and we may close the Account if we determine it is being used for business purposes. We may refuse to process any transaction(s) that we believe may violate the terms of this Agreement.
2. **Waivers.** This Agreement gives us certain rights and obligations. If we do not take advantage of all our rights all the time, that does not mean we lose them. For example, if we make funds available to you for withdrawal ahead of schedule, that does not mean we must do it again.
3. **Business Days.** Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to "days" founds in this Agreement are calendar days (midnight to midnight Eastern Standard Time or Eastern Daylight Savings Time as applicable) unless indicated otherwise.

B. Account Basics

1. **Account Eligibility:** The Account is available to citizens and permanent residents of the 50 United States ("U.S.") and the District of Columbia who are at least 18 years of age with a valid Social Security number and have agreed to receive documents (pursuant to the E-Sign Agreement). You must agree to accept electronic, rather than paper statements when opening the Account. This means: (i) you must keep us supplied with your valid email address; and (ii) you must agree to accept electronic delivery of all account communications (such as end-of-year tax forms and electronic statements).

In order to access and utilize the functionality available in the Angeleno Connect App, you must have a mobile device meeting the following requirements:

- iPhone 6 and higher
- Android_7.0_Nougat_(API_24) and higher

We may use information from third parties to help us determine if we should open your Account.

2. **Opening an Angeleno Connect MoCaFi Account: Important information about procedures for opening a new Account.** 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 with us. **What this means for you:** When you open an Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see a copy of your driver's license or other identifying documents. Once we receive all of the required information, the verification process may take up to thirty (30) days. Until the process is successfully completed, this account will be subject to temporary security limits. See below for details about these monetary limits on transfers and deposits.
3. **The Account:** The Account consists of the online transaction demand deposit account used to make payments and transfers to third parties online or through the use of an Angeleno Connect Debit Card ("Card") that is automatically issued with the Account. The Account is a checkless account; you may not issue paper checks with the Account.
4. **Account Titling and Ownership:** The Account may only be owned and titled in the name of one person who may deposit, transfer, or withdraw funds. The Account cannot be owned or titled jointly, by an organization, as "Payable on Death" or "In Trust For".
5. **Death or Incapacitation:** You or your appointed party, designee, or appointed individual agree to notify us promptly if you die or become legally incapacitated. We will continue to accept deposits and process transaction instructions into and from your Account until we are: (a) notified of your death or adjudication of incompetency and (b) have a reasonable opportunity to act. You agree that, even if we have knowledge of your death we may pay or process transactions on your Account on or before the date of death for up to ten days after that date unless ordered to stop payment by someone claiming interest in the Account. We may require additional documentation to confirm any claims made on the Account.
6. **Power of Attorney:** You may give another person authority to make transactions on your Account by giving power of attorney to another individual. The account owner and person executing power of attorney over a deposit account is known as the "Principal." The person granted Power of Attorney for the Principal is known as the "Agent." We may refuse to accept a power of attorney for reasonable cause, and we may require the Agent to sign an affidavit stating that the power of attorney presented to us is a true copy and that, to the best of the Agent's knowledge, the Principal continues to be alive and competent and that the relevant powers of the Agent have not been amended or terminated. The Principal is responsible to provide us with any information if an affidavit presented to us is untrue or misleading or if the Agent exceeds the authority granted by the Principal in the power of attorney. The Agent is required to notify us in writing if the Principal dies or is declared incompetent. The power of attorney will continue in force until a) we receive written revocation from the Principal; b) we receive written notification of the Principal's death, or c) we receive written notification of the death or incapacity of the Agent.
7. **Our Relationship With You:** This Agreement and the deposit relationship do not create a fiduciary relationship.
8. **Privacy Policy:** Our privacy policy is available at mocafi.com/angelenoconnectdebit and on the Angeleno Connect App and is considered part of this Agreement.

C. **General Rules Governing Deposit Accounts:** The Account and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of the Account is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Minnesota except to the extent governed by federal law.

1. **Deposits to the Account:** Make deposits to your Account using any of the methods set forth below. These are the itemized deposit limits for your Account, which limits may be modified from time to time depending on prior activity both on this account and on other transactions and also whether or not you have activated the Card:

Transaction Type	Frequency and/or Dollar Limits
Direct deposits of ACH transfers initiated from an outside financial institution*	No limit to the number of times per calendar day and no maximum dollar limit.
ACH transfers to the Account using the Angeleno Connect App	No limits to the number of times per calendar day \$1,000 per calendar day \$9,999 per month MoCaFi may change such limits at any time at their sole discretion. Limits may be changed based on the length of time the Account has been open and prior account activity.

Transfers from Your Bank Account, Debit or Credit Card**	\$1,000 per calendar day \$9,999 per month
Account-to-Account Transfers	\$1,000 per calendar day \$9,999 per month Account-to-Account transfers may only be made to and from other MoCaFi Bank Accounts.
Cash Deposits via Third Party Money Transfer Services*** and Allpoint+ ATMs****	\$1,000.00 per calendar day \$7,000.00 within any period of seven (7) calendar days \$10,000.00 within any period of thirty (30) calendar days. MoCaFi may change such limits at any time at their sole discretion. Limits may be changed based on the length of time the Account has been open and prior account activity.
Check Deposits	See Section III, Mobile Check Deposit for information on depositing checks. Checks must be in an amount that is between \$5 and \$5,000. Check Deposits are limited to: \$5,000 per check, \$5,000 in cumulative checks per calendar day, and \$10,000 in cumulative checks per month.
<p>*Direct deposits from an outside financial institution: The recipient's name on any such deposits we receive must match the name of the Accountholder. Any such deposits received in a name other than the name registered to the Account may be returned to the originator.</p> <p>** Transfers from another bank account you own, from another debit card in your name or from your credit card may be made via the Connected Accounts feature in the Angeleno Connect App.</p> <p>*** MANY THIRD-PARTY MONEY TRANSFER services used to add cash to your Account may impose their own limits (per transaction, daily, weekly or monthly) on the frequency or amount of cash you may deposit to your Account. MoCaFi has established a fee free cash load option with Vanilla®. Please check for Vanilla cash load locations in the Load Cash section in the Angeleno Connect App or at vanillareload.com.</p> <p>**** Not all Allpoint ATMs are enabled to accept cash deposits. There are no fees for adding cash at those Allpoint+ ATMs which are enabled to accept cash deposits. Minimum deposits at Allpoint+ ATMs are \$1.00 and may only be made in bills (no coins). Allpoint+ ATMs do not accept the following cash deposits: coins; foreign currency; torn bills; bills that cannot be read by the Allpoint+ ATM (e.g., folded, worn and defaced bills); any other item that Allpoint and/or MoCaFi, in their sole discretion, deem to be ineligible for cash deposit. Before accepting a cash deposit, an Allpoint+ ATM will require you to verify the amount of the cash deposit.</p>	

IMPORTANT: If your Account number changes you must immediately notify your employer or any other payors. You must provide them with the new Account number to ensure that your direct deposit activity continues uninterrupted.

2. **No Cash, Paper Checks or Foreign Currency:** Neither the Bank nor MoCaFi are liable for any deposits, including cash, lost in the mail, lost in transit, or not received by us.

- **Cash**– We do not accept deposits made in cash. If we receive a cash deposit by mail, the cash will be mailed back to the address we have for you on file. If you wish to deposit cash to your account, you must do so via a Third-Party Money Transfer Service (third party fees may apply) or via an Allpoint+ ATM which is enabled for cash deposits.
- **Paper Checks**– While checks made payable to you as a payee may be deposited to your Account using Mobile Check Deposit, personal checks, cashier's checks, and money orders may not be deposited by mail. See section III labeled "*MOBILE CHECK DEPOSIT*". All checks and money orders sent to us for deposit will be returned unless the full amount may be applied towards a negative balance, in which case the check or money order may or may not be deposited to the Account at our discretion.
- **Foreign Currency**– We do not accept deposits in foreign currency. Any deposits received in foreign currency, cash or check; will be sent back to the address we have for you on file.

3. **Funds Availability:** Please refer to Section III labeled "*MOBILE CHECK DEPOSIT*" and Section V labeled, "*General Funds Availability Policy*" for additional information.
4. **ACH Debits:** Your Account number and bank routing number can be used for preauthorized direct debits ("ACH Debits") from merchants, Internet service or other utility service providers ("Merchants") and for the purpose of initiating direct deposits to your Account. These transfers will be processed under the Operating Rules of the National Automated Clearing House Association ("NACHA") and you agree to comply with the NACHA rules. Detailed information regarding preauthorized transfers is available in Section II, labeled "*Electronic Funds Transfer Disclosure and Special Terms and Conditions.*" **IMPORTANT:** If your Account number changes you must immediately notify Merchants. You must provide them with the new Account number to ensure that the ACH Debit activity continues uninterrupted.
5. **Problems That Could Occur with Deposits:** Overpayments and Reversals. If funds are deposited or transferred into your Account by mistake or otherwise, we may correct the situation by deducting the amount of the deposit from your Account without prior notice to you. If there are not enough funds in your Account at that time, your Account could become overdrawn. See the "*No Overdrafts*" and "*Right to Set Off*" sections below for more information about what could occur if your Account has a negative balance. **Note:** If your Account is cancelled, closed, or terminated for any reason, any direct deposits, ACH transfers, or cash deposits made via third party money transfer services received after the Account closure date will be rejected and returned to the originator. Access to Mobile Check Deposit will also be disabled.
6. **No Overdrafts:** You are not permitted to overdraw your Account. If the available balance in your Account is not sufficient to cover any payment or withdrawal you have authorized, we can refuse to process the payment or withdrawal. If your Account balance becomes negative for any reason, you must make a deposit immediately to cover the negative balance. If your Account has a negative balance for more than fifteen (15) days and you have another account with us, we reserve the right to exercise our right to set off. See the "*Right to Set Off*" section below for details. If your Account has a negative balance for sixty (60) calendar days or more, it will be closed.
7. **Right to Set Off:** If your Account balance becomes and remains negative for more than fifteen (15) days, we can use the funds in any of your accounts to repay the amount owed on the negative balance Account. This means we have the right to set-off any liability, direct or contingent, past, present or future that you owe against any account you have with us. Further, you grant us a lien on and security interest in the funds on deposit in each of your account(s) as security for all of your liabilities and obligations to us, now or in the future. We will notify you by email if we have exercised our right to set off.
8. **Legal Processes Affecting Accounts:** If legal action such as a garnishment, levy or other state or federal legal process ("Legal Process") is brought against your Account, we may refuse to permit (or may limit) withdrawals or transfers from your Account until the Legal Process is satisfied or dismissed. Regardless of the terms of such garnishment, levy or other state or federal process, we have first claim to any and all funds in your Account. We will not contest on your behalf any such Legal Process and may take action to comply with such Legal Process as we determine to be appropriate in the circumstances without liability to you, even if any funds we may be required to pay out leaves insufficient funds to pay a transaction that you have authorized. Payment is made after satisfying any fees, charges or other debts owed to us. You agree that you are responsible for any expenses, including legal expenses and fees we incur due to any Legal Process on your Account. We may charge these expenses to your Account. You will indemnify us for any losses if we do this.
9. **Amendment and Cancellation:** We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on the Angeleno Connect App and/or mocaifi.com/angelenoconnectdebit, and any such amendment shall be effective upon such posting. The current Agreement is available at mocaifi.com/angelenoconnectdebit and on the Angeleno Connect App. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, or to comply with law, we can implement such change without prior notice. We may cancel or suspend your Account or this Agreement at any time. You may cancel this Agreement by calling 1-800-342-7374 to close your Account. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

If your Account is cancelled, closed or terminated for any reason, you may request the unused balance be returned to you via check sent to the mailing address we have in our records. For security purposes, you may be required to supply identification and address verification documentation prior to issuing a refund check. Allow fourteen (14) days for processing and mailing of the refund check. In the event the program is cancelled, closed, or terminated, we will send you prior notice, in accordance with applicable law. Specific information and instructions, including how to receive any remaining Account balance, will be in the notice.

Note: If your Account is cancelled, closed, or terminated for any reason, any direct deposits, ACH transfers, or cash deposits made via third party money transfer services received after the Account closure date will be rejected and returned to the originator. Access to Mobile Check Deposit will also be disabled.

10. **Account Dormancy and Escheatment:** An account that is inactive for a period of time may be considered dormant and is subject to escheatment. Each state has varying laws as to when an account is subject to escheatment, and we may be required to send the balance in your Account to the state of your last known address. We will make all reasonable efforts to contact you before transferring the remaining balance of your Account to the applicable state. For an Account with an international address, the funds will be transferred to the State of Minnesota.
11. **Statements:** Electronic statements are available to view in the Angeleno Connect App. Account statements are considered to be correct. Carefully review your transaction history and statements regularly and notify us of any errors as soon as you

become aware of them. You also have a right to obtain a 60-day history of your Account transactions by calling us at 1-800-342-7374, sending us an email at support@mocafi.com, or by writing to us at 1211 Avenue of the Americas, 27th Floor, New York, NY 10036 You will not automatically receive paper statements.

12. **Special Rules for New Accounts:** Accounts with a Debit Card that has not been activated will be limited in functionality. You may not be eligible to use certain features such as Mobile Deposit and/or Bill Pay until the Debit Card has been activated. In addition, certain transfer limits may be lower during this time as indicated in Section C, "1. Deposits to the Account", Section E, "1. Electronic Banking Services", and "III. Mobile Check Deposit".

D. **Using The Debit Card:** You will receive a Card with your Account. You acknowledge and agree that the funds accessible through use of the Card is limited to the available funds of your Account. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of the Card. The Card is the property of the Issuer and must be surrendered upon demand. The Card is nontransferable, and it may be cancelled, repossessed, or revoked at any time without prior notice subject to applicable law.

1. **Activating The Card:** You must activate the Card before it can be used. You may activate it by calling 1-800-342-7374 or on the Angeleno Connect App. You will need to provide personal information in order for us to verify your identity.
2. **Personal Identification Number:** You will not receive a Personal Identification Number ("PIN") with your Card. However, you will be prompted to select a PIN when you activate it. See the activation instructions in the "Activating The Card" section. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the section labeled "Your Liability for Unauthorized Transfers."
3. **Authorized Card or Account Users:** You are responsible for all authorized transactions initiated and fees incurred by use of the Card or Account. If you permit another person to have access to your Card, Card number(s), Account number(s) or PIN, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of your Account according to the terms and conditions of this Agreement.
4. **Your Representations and Warranties:** By activating the Card or by retaining, using or authorizing the use of the Card provided with the Account, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the 50 states of the United States ("U.S.") or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information that you provide to us in connection with the Account is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Card.
5. **Cash Access and Transaction Limitations:** With your PIN, you may use the Card to obtain cash from your Account at any Automated Teller Machine ("ATM") or any Point-of-Sale ("POS") device, as permissible by a merchant that bears the Allpoint[®], Maestro[®] and Interlink[®] Acceptance Mark(s). All ATM transactions are treated as cash withdrawal transactions. These are the itemized cash access and spending limits for your Account, which limits may be modified from time to time depending on prior activity both on this Account and on other transactions and also whether or not you have activated the Card:

Transaction Type	Frequency and/or Dollar Limits
Account-to-Account Transfers	\$1,000 per calendar day. Account-to-Account transfers may only be made to and from other MoCaFi Mobility Bank Accounts.
Transfers to Your Bank Account, Debit or Credit Card*	\$1,000 per calendar day \$9,999 per month
ATM Withdrawal	No limits to the number of times per calendar day. Up to \$705 per calendar day**
Cash Back at POS	No limit to the number of times per calendar day Up to \$705 per calendar day**
Over The Counter "OTC" Withdrawals	No limit to the number of times per calendar day Up to \$705 per calendar day**
Card Purchases (Signature and PIN combined)	No limit to the number of times per calendar day Up to \$2,500 per calendar day
* Transfers to another bank account you own or another debit card in your name may be made via the Connected Accounts feature in the Mobile App.	

** ATM owner-operators, merchants and participating banks may impose their own fees and lower limits on cash withdrawals. The aggregate amount of all cash withdrawals from ATMs, Cash Back at POS and Over the Counter Withdrawals is limited to \$705 per calendar day.

Consistent with applicable law, you may use the Card to purchase goods or services (and/or obtain cash where permitted by the merchant) everywhere Debit Mastercard® is accepted, as long as you do not exceed the available balance of your Account.

Some merchants do not allow customers to conduct split transactions where the Card is used as partial payment for goods and services and the remainder of the balance is paid with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available in the Account to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping the Card, the Card is likely to be declined if the transaction exceeds the available balance of your Account.

If you use the Card at an automated fuel dispenser ("pay at the pump"), the transaction may be preauthorized for an amount up to \$75.00 or more. If the Card is declined, even though you have sufficient funds available, you should pay for your purchase inside with the cashier. If you use the Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the transaction may be preauthorized for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. A preauthorization will place a "hold" on those available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorized amount on hold will be removed. It may take up to seven (7) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.

All transactions relating to car rentals may result in a hold for that amount of funds for up to sixty(60) days.

If you use the 16-digit Card number without presenting the Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make with the Card. The Card cannot be redeemed for cash. You may not use the Card for illegal online gambling or any other illegal transaction.

Each time you use the Card, you authorize us to reduce the value available in the Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in the Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available in the Account, you shall remain fully liable to us for the amount of the transaction and any applicable fees. See these provisions in Section C for additional details if your Account balance becomes negative: "*6. No Overdrafts*" and "*7. Right to Set Off*."

You do not have the right to stop payment on any purchase or payment transaction originated by use of the Card. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to sixty (60) days.

6. **Transactions Made In Foreign Currencies:** If you obtain funds or make a purchase in a currency other than the currency in which the Card was issued, the amount deducted from the available balance of your Account will be converted by Mastercard into an amount in the currency of the Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Mastercard itself receives, or the government-mandated rate in effect for the applicable central processing date.
7. **Receipts:** You should get a receipt at the time you make a transaction using the Card. You agree to retain, verify, and reconcile your transactions and receipts.
8. **Card Replacement:** If you need to replace the Card for any reason except at Card expiration, please contact us at 1-800-342-7374 to request a replacement Card. You will be required to provide personal information which may include your Account number, 16-digit Card number, full name, transaction history, copies of acceptable documentation.
9. **Card Expiration:** The Card will expire no later than the date printed on the Card. You will not be able to use the Card after the expiration date; however, a replacement Card will automatically be mailed to you prior to the expiration date of the soon-to-expire Card. If you need a Card replacement for any reason other than the Card's expiration, you may request one at any time by following the procedures in the section labeled "*Card Replacement*."

E. Electronic Banking Services

1. **Bill Pay:** With your Account, you will have access to the bill payment feature ("Bill Pay") through the Angeleno Connect App which allows you to authorize us to make bill payments on your behalf to certain third parties. We reserve the right to restrict access to Bill Pay until you have activated your Card. Bill pay is limited to making rental payments to certain, authorized landlords, and other third parties.

To initiate a bill payment using Bill Pay, you must provide the name and mailing address of each individual or company you wish to pay. Once a payment is authorized, the payment amount will be immediately deducted from your Account balance. Payments made using Bill Pay may take the form of a paper check sent to the payee on your behalf using standard U.S. Postal Service mail. Please allow three to nine (3-9) business days for delivery of the check. Payments can only be sent to addresses located within the 50 states of the U.S and Washington, D.C. Bill Pay payments are processed daily by midnight central time. Bill Pay payments initiated after 3:00 pm central time will be processed as if they were submitted on the next business day. MoCaFi reserves the right to refuse to process payments to any individual or company. If the decision is made to refuse a payment, MoCaFi will notify you on or before the next business day.

Limits: These are the limits when using Bill Pay which limits may be modified from time to time depending on prior activity both on this account and on other transactions and also whether or not you have activated the Card:

Transaction Type	Frequency and/or Dollar Limits*
Bill Pay Payment(s)	<ul style="list-style-type: none"> • Up to \$2,500.00 per calendar day • Up to \$9,999.00 per calendar month

*Bill Pay payments may be refused or returned by the individual or company to whom the payment was issued. The determination to accept this method of payment is at the discretion of the recipient. The U.S. Postal Service may also return payments in cases of expired or invalid addresses. If the Bill Pay payment is returned for any reason, the payment will be voided, and the full amount credited to your Account the next business day.

Uncashed Bill Pay Payments: Uncashed Bill Pay payments are voided after 180 days. Funds from voided checks will be credited to your Account by 5:00 pm central time on the next available business day.

There is no fee to use Bill Pay.

Cancelling a Bill Pay payment: You may cancel a single Bill Pay payment as long as it has not been presented for payment by calling 1-800-342-7374. Funds from any cancelled check will be credited to your Account by 5:00 pm central time on the next available business day.

Liability for failure to stop payment of a Bill Pay payment: If you request cancellation of a Bill Pay payment within three (3) business days or more before it is scheduled to be made, and MoCaFi does not cancel it in time, MoCaFi will be liable for your losses or damages.

II. ELECTRONIC FUNDS TRANSFER DISCLOSURE AND SPECIAL TERMS AND CONDITIONS

Your Account number and bank routing number can be used for preauthorized direct debits ("ACH Debit(s)") from Merchants, including Internet service or other utility service providers, and for the purpose of initiating direct deposits ("ACH Credits") to your Account.

Note: The recipient's name on any direct deposit(s) or ACH Credit(s) we receive must match the name on the Account. Any direct deposits received in a name other than the name registered to the Account will be returned to the originator.

Limits on ACH Debit Transactions

Cut-off Time. The cut-off time for scheduling ACH transfers is 3:00 pm Central Time. Any transfer scheduled after the cut-off time may be treated as if it were scheduled on the next business day.

ACH Debit Limits. The limitations to the amount of funds that can be transferred from your Account per calendar day are described below. These limits may be modified from time to time depending on prior activity in your Account.

Transaction Type	Frequency and/or Dollar Limits
ACH Debits from Merchants, utility service providers and other financial institutions	Limited to the available Account balance

ACH Transfers from your Account to another bank account you own using the Mobile App*	<ul style="list-style-type: none"> • No limits to the number of times per calendar day • Up to \$1,000 per calendar day • Up to \$9,999.00 per calendar month
*Acceptance of ACH Transfers may vary by receiving financial institution. Please contact the bank you wish to send funds to prior to initiating an ACH Transfer to determine if restrictions apply.	

Electronic Funds Transfer Services

The following terms are used to describe Electronic Funds Transfer ("EFT") services. "Automated credits", "direct deposits" or ACH Credits are deposits made to your Account by electronic means. "Automated debits", "Automated payments" and ACH Debits indicate payments authorized by you to be made from your Account by electronic means. "Online Transfers" are the movement of funds between your Account and optional Savings Account by use of the Angeleno Connect App. Online Transfers are described in detail in the agreement governing the Savings Account.

When you accept direct deposits or authorize automatic payments/ACH debits or transfers to or from your Account, you agree to these terms and conditions.

Other relevant terms and conditions described elsewhere in the Agreement also apply as long as they are consistent with Regulation E or Section II.

1. Types of Electronic Funds Transfers Available

- You may arrange with another party, such as your employer or a government agency, to electronically deposit funds on a one-time or recurring basis directly to your Account.
- You may authorize another party, such as a merchant, to make a one-time or recurring payment(s) using the Account and bank routing numbers, directly from your Account subject to the established limitations on withdrawals and transfers.
- You may use the Card to make purchases at merchants that accept the Card or to obtain cash at ATMs and, subject to availability, cash back at POS terminals.
- Bill pay is available to make payment to certain, authorized landlords and other third parties. If you are interested in using bill pay for rental payments, you can determine if your landlord accepts rental payments through your Card by going to the Angeleno Connect App.
- You can access many of the functions of your Card and your Account, including balance checks, transaction review, ACH loads and withdrawals, location finder for cash loads, remote check deposit and card to card funds transfers through the Angeleno Connect App.

2. Limitations on Transfers, Amounts and Frequency of Transactions

- You may make cash withdrawals and POS purchases, not to exceed the established limits for your Account. See the sections labeled "*Cash Access and Transaction Limitations*" for details about the limits.
- You may transfer money via the Angeleno Connect App, or you may permit 3rd parties to debit your account via ACH transactions. See the sections labeled "*Limits on ACH Debit Transactions*" for details about the limits
- If your Account is closed, blocked or suspended for any reason, you will not be able to transact using your Card (including at an ATM).

3. Right to Receive Documentation of Electronic Funds Transfers

- **Periodic Statements.** You will get an electronic monthly statement that can be viewed on the Angeleno Connect App.
- **Direct Deposits, Automated Credits or ACH Credits.** If you have arranged to have direct deposits made to your Account, you can view the transaction on the Angeleno Connect App or contact us at 1-800-342-7374 to find out whether or not the deposit has been made.

4. Right to Stop Payment of Preauthorized Transfers and Procedures for Doing So: If you have told us or a merchant in advance to make regular payments out of your Account, you can stop any of these payments. Here's how:

Call us at 1-800-342-7374, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. Fees may apply for a stop payment. Please see our Fee Schedule below for more information.

5. Notice of Varying Amounts: If the recurring ACH transfers you make might vary in amount, the person you are going to pay will tell you the transfer date and the amount of the transfer at least ten (10) days before each payment is scheduled to take

place. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits you set).

6. **Liability for Failure to Stop Payment of Preauthorized Transfer:** If you order us to stop a preauthorized payment three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
7. **Your Liability for Unauthorized Transfers:** Contact us AT ONCE if you believe your Card, PIN or Account number has been lost, or stolen or if you believe that an electronic funds transfer has been made without your permission. Telephoning us at 1-800-342-7374 is the best way to minimize your possible losses. You could lose all the money in your Account. You agree that any unauthorized use does not include use by a person to whom you have given authority to use or access your Card, PIN or Account number and that you will be liable for all such uses and funds transfers by such person(s).

If you notify us within two (2) business days after you learn of the loss or theft of your Card, PIN, or Account number, you can lose no more than \$50.00 if someone used your Card, PIN, or Account number without your permission. If you do NOT notify us within two (2) business days after you learn of the loss or theft of your Card, Account number or PIN and we can prove that we could have stopped someone from using your Account without your permission if you had promptly notified us, you could lose as much as \$500.00.

Also, if your statement shows transactions that you did not make, including those made by card, code or other means, notify MoCaFi at once following the procedures stated in the section labeled "*Information About Your Right to Dispute Errors*". If you do not notify us within sixty (60) days after the statement was made available to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had provided us notice in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Additional Limits on Liability under Mastercard Rules: Under Mastercard Rules, you will not be liable for any unauthorized transactions using your Card Account you can demonstrate that you have exercised reasonable care in safeguarding your Card from risk of loss or theft. You must notify us within two (2) days after the electronic statement was made available to you showing unauthorized transaction(s) in order to take advantage of any such limited liability provisions.

Contact in the event of unauthorized transfer: If you believe your Card, PIN, or Account number has been lost or stolen, call 1-800-342-7374, or send an email to support@mocafi.com.

If your Account changes you must immediately notify your employer or any other payors or merchants. You must provide them with your new Account number to ensure that your direct deposit and/or ACH Debit activity continues uninterrupted

8. **Our Liability for Failure To Complete Transactions:** If we do not properly complete a transaction to or from your Account or Card on time or in the correct amount according to our Agreement with you; we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:
 - a. If through no fault of ours, you do not have enough funds available in your Account to complete the transaction;
 - b. If a merchant refuses to accept your Card or Account number;
 - c. If an ATM where you are making a cash withdrawal does not have enough cash;
 - d. If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
 - e. If access to your Card or Account has been blocked after you reported your Card or Account number lost, stolen or compromised;
 - f. If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
 - g. If we have reason to believe the requested transaction is unauthorized;
 - h. If circumstances beyond our control (such as fire, flood, or computer communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
 - i. Any other exception stated in our Agreement with you.
9. **Confidentiality:** We may disclose information to third parties about your Account, Card or the transactions you make:
 - a. Where it is necessary for completing transactions;
 - b. In order to verify the existence and condition of your Account or Card for a third party, such as a credit bureau or a merchant;
 - c. In order to comply with government agency, court order, or other legal or administrative reporting requirements;
 - d. If you consent by giving us your written permission;
 - e. To our employees, auditors, affiliates, service providers, or attorneys as needed; or
 - f. Otherwise as necessary to fulfill our obligations under this Agreement.

10. **Information About Your Right to Dispute Errors:** In case of errors or questions about your electronic transactions, call 800-342-7374 or send an email to disputes@mocafi.com as soon as you can if you think your statement or receipt is wrong or if you need more information about a transaction listed in the statement or receipt. To reduce your potential liability, please carefully review your transaction history and statements regularly and notify us of any errors as soon as you become aware of them.
- Tell us your name, Account number and/or 16-digit Card number
 - Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
 - Tell us the dollar amount of the suspected error

If you provide this information orally and seek a credit to your Account, we may require that you send your complaint or question in writing within ten (10) business days. In order to contact us in writing please send an email to us at disputes@mocafi.com, write to MoCaFi Disputes Processing Center P.O. 1818, Sandy, UT 84091 or by fax to 801-677-8613.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes to complete the investigation. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit your Account.

For errors involving new Account, point-of-sale transactions or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For a new Account, we may take up to twenty (20) business days to credit your Account for the amount you think is in error.

We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about this program's error-resolution procedures, call 1-800-342-7374.

11. Truth in Savings Disclosures

This is not an interest-bearing account. No interest will be paid.

- Minimum Balance Requirements.** There is no initial deposit required to open an Account. You may deposit any amount you wish when opening the Account.
 - Transaction Limitations.** Minimum and maximum withdrawal limitations apply. See the Section labeled "Cash Access and Transaction Limitations" for full information regarding these limits.
 - Fees.** See Fee Schedule in Section IV below for list of fees.
12. **Customer Service:** For customer service assistance or additional information regarding your Account, please email us at support@mocafi.com or call us at 1-800-342-7374: Customer service agents are available to answer your calls seven days a week from 8:00 am through 2:00 am eastern time. Calls received at other times may leave messages which will be answered in the order received during regular working hours. Some services are available through interactive voice response ("IVR") at all times. All scheduled times are subject to downtimes for scheduled and emergency maintenance.
13. **Telephone Monitoring/Recording:** From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our member service team or as required by applicable law.
14. **No Warranty Regarding Goods or Services as Applicable:** We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase using your Account.

15. Arbitration

- Definitions:** For purposes of this Section 15, "**Claim**" means any current or future claim, dispute or controversy relating in any way to this Agreement or your Accounts, except for the validity, enforceability or scope of the arbitration provision set forth in subsection d below. "**Claim**" includes: (i) initial claims, counterclaims, cross claims and third-party claims; (ii) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (iii) claims by or against any third party using or providing any product, service or benefit in connection with this Agreement or your Account; and (iv) claims that arise from or relate to (A) this Agreement, (B) your Account, (C) advertisements, promotions, or statements related to this Agreement or your Account, (D) your application to open the Account, or (E) consumer reporting or inquiries related to your Account. **We will pay the initial filing fee to commence arbitration and any arbitration hearing that you attend shall take place in the federal judicial district of your residence.**

- b. **Claim Notices:** Before beginning a lawsuit, mediation or arbitration, you and we agree to send a notice (a “**Claim Notice**”) to each party against whom a Claim is asserted. The Claim Notice will give you and us a chance to resolve our dispute informally or in mediation. The Claim Notice must describe the Claim and state the specific relief demanded. Notice to you may be sent to your current mailing address or email address on file with the Bank. You must provide your name, address and phone number in your Claim Notice. Your Claim Notice must be sent to MoCaFi, 1211 Avenue of the Americas, 27th Floor, New York, NY 10036.
- c. **Mediation:** In mediation, a neutral mediator helps parties resolve a Claim. The mediator does not decide the Claim but helps parties reach agreement. Before beginning mediation, you or we must first send a Claim Notice. Within thirty (30) days after sending or receiving a Claim Notice, you or we may submit the Claim to JAMS (1-800-352-5267, jamsadr.com) or AAA (1-800-778-7879, adr.org) for mediation. We will pay the fees of the mediator. All mediation-related communications are confidential, inadmissible in court and not subject to discovery. All applicable statutes of limitation will be tolled until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a Claim to mediation will not affect your or our right to elect arbitration.
- d. **Arbitration:**
- i. You or we may elect to resolve any Claim by individual binding arbitration. This election may be made by the party asserting the Claim or the party defending the Claim. Claims will be decided by one neutral arbitrator who will be a retired judicial officer or an attorney with at least ten (10) years of experience; however, if we both agree, we may select another person with different qualifications.
 - ii. IF ARBITRATION IS CHOSEN BY ANY PARTY, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, YOU AND WE WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS PERTAINING TO THAT CLAIM. ARBITRATION PROCEDURES ARE GENERALLY SIMPLER THAN THE RULES THAT APPLY IN COURT, AND DISCOVERY IS MORE LIMITED. THE ARBITRATOR’S DECISIONS ARE AS ENFORCEABLE AS ANY COURT ORDER AND ARE SUBJECT TO VERY LIMITED REVIEW BY A COURT. THE ARBITRATOR’S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.
 - iii. Before beginning arbitration, you or we must first send a Claim Notice. The party electing arbitration must choose to arbitrate before either JAMS or AAA. However, if we choose one of those two organizations, you may choose the other organization instead if you inform us of that choice within thirty (30) days after we elect arbitration.
 - iv. Claims will be resolved pursuant to this Section XI. and the selected organization’s rules in effect when the Claim is filed, except where those rules conflict with this Section XI. If the rules conflict, the terms of this Agreement will apply. Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization, if you and we agree in writing, or to an arbitrator appointed pursuant to Section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the “FAA”).
 - v. We will not elect arbitration for any Claim you file in small claims court, so long as the Claim is individual and pending only in that court. You or we may otherwise elect to arbitrate any Claim at any time unless it has been filed in court and trial has begun or unless final judgment has been entered. Either you or we may delay enforcing or not exercise rights under this arbitration provision, including the right to arbitrate a Claim, without waiving the right to exercise or enforce those rights.
 - vi. This arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the limitations of this Section XI, the arbitrator may award any relief available in court. Any award of punitive damages will be subject to the same limitations as an award of punitive damages in court. The arbitration will be confidential, but you may notify any government authority of your Claim. Judgment upon any arbitration award may be entered in any court having jurisdiction. Arbitration hearings will take place in Newark, New Jersey or, upon your request, in the federal judicial district where you reside.
 - vii. You will be responsible for paying your share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had litigated in court. We will be responsible for any additional arbitration fees. We will consider in good faith making a temporary advance of your share of any arbitration fees or paying for the reasonable fees of an expert appointed by the arbitrator for good cause, if you ask us in writing to do so.
- e. **Arbitration Opt-Out; Your Right to Reject Arbitration: YOU MAY REJECT THIS ARBITRATION PROVISION BY CALLING US AT 1-800-342-7374, OR WRITING US AT 1 WASHINGTON PLACE, 7TH FLOOR, NEWARK, NJ 07102 AND STATING THE FOLLOWING IN YOUR NOTICE (I) YOUR NAME, (II) YOUR ADDRESS, (III) YOUR PHONE NUMBER, AND (IV) THAT YOU ARE EXERCISING YOUR RIGHT TO REJECT ARBITRATION UNDER SUBSECTION 15.e OF YOUR AGREEMENT (A “REJECTION NOTICE”). YOUR REJECTION NOTICE MUST BE RECEIVED WITHIN 90 DAYS AFTER THE OPENING OF YOUR ACCOUNT. IF YOUR REJECTION NOTICE COMPLIES WITH THESE REQUIREMENTS, THE ARBITRATION PROVISION IN SUBSECTION d WILL NOT APPLY TO YOU, EXCEPT FOR ANY CLAIMS SUBJECT TO PENDING LITIGATION OR ARBITRATION AT THE TIME**

YOU SEND YOUR REJECTION NOTICE. REJECTION OF THE ARBITRATION PROVISION WILL NOT AFFECT YOUR OTHER RIGHTS OR RESPONSIBILITIES UNDER THIS SECTION 15 OR THIS AGREEMENT.

- f. Class Action Waiver and Other Limitations on Arbitration:** IF EITHER PARTY ELECTS TO RESOLVE A CLAIM BY ARBITRATION, THAT CLAIM WILL BE ARBITRATED ON AN INDIVIDUAL BASIS. THERE WILL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS, IN A PURPORTED REPRESENTATIVE CAPACITY OR ON BEHALF OF THE GENERAL PUBLIC, OTHER ACCOUNT OWNERS OR OTHER PERSONS. The arbitrator’s authority is limited to Claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. Any arbitration award shall be confidential, and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award. Despite any other provision and without waiving the right to appeal such decision, if any portion of this Subsection 15.f is deemed invalid or unenforceable, then the entire arbitration provision set forth in Subsection 15.f will not apply.
- g. Survival and Severability of Dispute Resolution Provision:** This Section 15 will survive the closing of your Account and the termination of any relationship between us, termination of this Agreement, any legal proceeding relating to your Accounts, any bankruptcy (as applicable) or receivership and any sale or assumption of this Agreement, your Account or any and all rights thereunder. In the case of a sale or assumption of this Agreement, your Account or any and all rights thereunder, the buyer will be bound by and may enforce the terms of this Section 15 If any portion of this Section 15 is deemed invalid or unenforceable, it will not invalidate the remaining provisions of this Section 15 or of this Agreement (except as set forth in Subsection 15.f).

III. MOBILE CHECK DEPOSIT

Ingo - You may also use the Mobile Check Deposit service offered by Ingo™ Money (a third-party service provider) to deposit funds from eligible checks to your Account using your mobile device. Even though we may allow use of the Mobile Check Deposit service to add money to your Account, we do not provide this service and are not responsible for any service-related issues. To use this service, you will need to agree to the terms and conditions the service provider establishes from time to time. We do not charge any fees in connection with Mobile Check Deposits. MoCaFi has made arrangements with the service provider providing such service to pay, on your behalf, any fees you incur for the service. The terms and conditions, including the applicable fees (which MoCaFi is paying for you), will be provided to you at the time you sign up for the service. You may sign up for this service by following the instructions on the Angeleno Connect App. The service provider should notify you about any fee (which MoCaFi is paying for you) for a particular deposit before you authorize the deposit. Generally, you will not have access to the money you load via the Mobile Check Deposit service until your check clears (this can take up to ten (10) business days). The service provider may offer immediate funds availability for a fee (which MoCaFi is paying for you). See the Ingo Money Service Terms and Conditions at ingomoney.com for limitations and complete details.

IV. FEES

ATM withdrawals made from the Allpoint Network are fee free. Domestic POS and on-line transactions are MoCaFi fee free. Other activity will be subject to fees as shown in the fee table below:

Fee	Fee Description Online/Statement	Fee Amount	Details
Add Money			
Cash Reload	No Fee	No Fee	MoCaFi has established a fee free cash load option with Vanilla®. Please check for Vanilla® cash load locations in the Load Cash section in the Mobile App or at vanillareload.com .
Mobile Check Load (for immediate funds)	No Fee	No Fee	MoCaFi has made arrangements with Ingo™ Money (a third-party service provider) for this service.
Get Cash			
ATM withdrawal for any ATM in the Allpoint Network	No Fee	No Fee	For information about Allpoint locations, see the Mobile App or allpoint.com
ATM withdrawal for any ATM not in the Allpoint Network	Cash Withdrawal Fee	\$1.98 plus any fee assessed by the ATM operator	The ATM operator may charge you a fee, even if you do not complete a transaction. You can request cash back by selecting “Debit” and entering your PIN when making a purchase at a retail location. PIN Purchase fee may apply.
Over-the-Counter Withdrawal	Cash Withdrawal Fee	No Fee from MoCaFi	Financial institutions or retailers in the U.S who offer this service may charge you a fee for this service.

Using your Card outside the US			
International ATM withdrawal for any ATM in the Allpoint Network	No Fee	No Fee	Allpoint ATMs are not located in all foreign countries. For information about Allpoint international locations, see the Mobile App or allpoint.com
International ATM Withdrawal for any ATM not in the Allpoint Network	International Cash Withdrawal Fee	\$1.98 + 3%	This percentage and flat fee is our fee for international ATM withdrawals. The ATM operator may also charge you a fee even if the transaction is not completed.
International Over-the-Counter Withdrawal	No Fee	No Fee	Financial institutions or retailers who offer this service may charge you a fee for this service.
Other			
Inactivity	Inactivity Fee	\$5.95	This is our fee assessed to your account each calendar month after your account has had no activity (no purchases, cash withdrawals, loads) for twelve (12) consecutive months. The fee will be assessed beginning on the 2nd day of the 13th month. You can avoid this fee by using your account for the type of activities listed above, at least once each calendar year. We will refund this fee to you upon your written request to us made within twelve (12) months of the date the fee was assessed.

V. GENERAL FUNDS AVAILABILITY POLICY

Information contained in this section is provided to assist you in understanding our Funds Availability Policy.

Our policy is to make funds from your cash, check, and electronic deposits available to you on the first business day after we receive your deposit. See the Availability section below for details about when you can use the funds from different types of deposits.

1. Availability

When a deposit is made by ...	Deposited funds are available ...
<ul style="list-style-type: none"> Electronic Direct Deposit 	<ul style="list-style-type: none"> The next business day
<ul style="list-style-type: none"> Mobile Check Services 	<ul style="list-style-type: none"> Please see Ingo™ Money's (the third-party provider) terms of service for information about their processing and transmission timeframes.
<ul style="list-style-type: none"> ACH transfers to the Account using the Angeleno Connect App 	<ul style="list-style-type: none"> Up to three business days from the transfer date from the external account, subject to additional delays beyond our control.
<ul style="list-style-type: none"> Funds Transfer Services 	<ul style="list-style-type: none"> The next business day
<ul style="list-style-type: none"> Money Remittance Services (Vanilla) 	<ul style="list-style-type: none"> The next business day. Please see Vanilla's terms of service for information about their processing and transmission timeframes

- 2. Business Days:** For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:00 PM central time on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 PM central time or on a day we are not open, we will consider that the deposit was made on the next business day

FACTS

WHAT DOES SUNRISE BANKS, N.A. DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial Companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how collect, share and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information that we collect and share depend on the product or service you have with us. This can include:

- Social Security Number and Date of Birth
- Address of Residence and Government Issued Identification
- Transaction History

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All Financial Companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons Financial Companies can share their customers' personal information; the reasons Sunrise Banks, N.A. chooses to share; and whether you can limit the sharing.

Reasons we can share your personal information	Does Sunrise Banks, N.A. Share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transaction, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	Yes	No
For our marketing purposes – to offer our products and services to you.	Yes	No
For joint marketing with other financial companies.	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences.	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness.	No	We don't share
For our affiliates to market to you.	No	We don't share
For non affiliates to market to you.	No	We don't share

Questions?

Call 1-844-571-5978

Who is providing this notice?	Sunrise Banks, N.A.
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What we do

How does Sunrise Banks, N.A. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Sunrise Banks, N.A. collect my personal information?	<p>We collect personal information, for example, when you</p> <ul style="list-style-type: none"> • Open a Card Account or use your card • Pay your bills or make a purchase • Give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates everyday business purposes- information about your creditworthiness, • Affiliates from using your information to market to you, • Sharing for non affiliates to market to you. <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include financial companies such as University Financial Corp. dba Sunrise Banks.</i>
Non affiliates	<p>Companies not related by common ownership or control. They can be financial or nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Sunrise Banks, N.A. does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	<p>A formal agreement between non affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Our joint marketing partners include prepaid card companies.</i>

ATTACHMENT F-2

IRC CARD HOLDER AGREEMENT

Exhibit F - 2

Angeleno Connect Immediate Response Incentive Mastercard® Cardholder Agreement City of Los Angeles, California (Angeleno Connect)

Important: Please read this Agreement carefully and keep it for your records.

This document constitutes the agreement ("Agreement") outlining the terms and conditions under which this Angeleno Connect Immediate Response Card has been issued to you. The Card is issued by Sunrise Banks N.A., Member FDIC, St. Paul, MN 55103, pursuant to a license from Mastercard International Incorporated.

Definitions. In this Agreement, the words "**you**" and "**your**" mean the person who received the Card and/or the person who has been authorized to use the Card. "**We**", "**us**", "**our**" and "**the Bank**" mean Sunrise Banks N.A., of Saint Paul, Minnesota, the issuer of the Card, our successors, affiliates, or assignees. "**Sponsor**" means City of Los Angeles, California (Angeleno Connect). "**Business days**" are Monday through Friday, excluding federal holidays. Saturday, Sunday, and federal holidays are not considered business days, even if we are open. "**Card**" or "**IRC**" means the Angeleno Connect Immediate Response Incentive Mastercard that is issued to you by us. "**PIN**" means personal identification number.

Agreement to Terms. By using the Card, you agree to the terms of this Agreement. If you do not agree to the terms of this Agreement, do not use the Card. You should always keep a record of your Card number and the customer service phone number provided herein (1-800-342-7374) in case of loss or theft of your Card. We will not be able to assist you if your Card is lost or stolen unless you have your Card number.

Card Description. The Card is provided to you as part of an incentive program sponsored by the Sponsor. The Card is a prepaid card loaded by the Sponsor with a specific amount of U.S. dollars. You may determine the initial value of the Card by referring to the materials provided to you with the Card or by registering the Card (as described herein) and/or by visiting the Angeleno Connect IRC App which can be downloaded for free at the Apple Store® or Google® Play.

The Card is a prepaid card loaded by the Sponsor with a specific amount of U.S. dollars. The Sponsor may add additional funds to the Card, but you may not load funds to the Card. The Sponsor may terminate your ability to use the Card and reclaim the remaining balance on the Card or any part of the remaining balance on the Card at any time in the Sponsor's sole discretion. This Card is not a credit card or charge card that allows you to make purchases and pay later and using the Card will not affect your credit history. The Card is not connected in any way to any other account. You will not receive any interest on the funds on your Card. The Card will remain the property of the Bank and must be surrendered upon demand. The Card is nontransferable and may be canceled or revoked at any time without prior notice except as required by law.

Unless your Card has been registered with us, the funds on your Card will NOT be insured by the FDIC or any other federal or state agency. You may register your Card by calling us at 1-800-342-7374 or visiting the Angeleno Connect IRC App and providing us your name, address and Card number. We may hold the funds in an account maintained by us, or we may place the funds with another FDIC-insured bank; regardless of their location, you will continue to manage your Card Account with us. Registering your Card will also allow you to view your Card balance and transaction history at the Angeleno Connect IRC App and provide the additional security that may be required to allow you to use your Card for internet, mail and phone order purchases as well as requesting a replacement Card if your Card is lost or stolen.

Using Your Card. You must activate the Card prior to use by calling the customer service number shown on the Card (1-800-342-7374) or by visiting the Angeleno Connect IRC App and following the instructions. Your Card may be used at merchants within the United States for purchases of goods and services (including internet, mail, and phone order purchases) everywhere Debit Mastercard is accepted, subject to the limitations in this Agreement or as disclosed to you by us, MoCaFi and/or the Sponsor. If you make a purchase without presenting your Card (such as for internet, mail, or phone order purchases), the legal effect will be the same as if you used the Card itself. If you do not have enough funds available on your Card, you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with other funds. These are called "split transactions," and some merchants do not permit them. Notwithstanding the foregoing, we, MoCaFi and/or the Sponsor may restrict your use of the Card to certain merchants and/or categories of merchants consistent with the purposes associated with the distribution of the Card by the Sponsor to you. In the event there are any restrictions not included in this Agreement, MoCaFi and/or the Sponsor will provide you with a list of approved merchants and/or merchant categories at the time you receive the Card and will notify you of any changes by email if the card is registered or via us mail 30 days in advance of any merchant or category removal. You may also use your Card to obtain cash at certain automated teller machines ("ATM") or at merchants that have agreed to provide cash back at the point-of-sale ("POS").

You cannot reload the Card or transfer Card value to other payment devices or to bank or other financial accounts.

You agree that you will: (i) not use the Card at gambling websites or for any illegal transactions; (ii) promptly notify us of any loss or theft of the Card or unauthorized transactions; (iii) not use the Card for business purposes and (iv) use the Card only as permitted by us. The Card may not be accepted by certain merchants whose goods or services are not legal for minors. We may refuse to process any transaction that we believe violates the terms of this Agreement. The Card itself may not be redeemed for cash, except where required by applicable law.

You are responsible for all transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card or Card number, we will treat this as if you have authorized such use and you will be liable for all transactions incurred by those persons. You may not request an additional Card for another person.

For security reasons, we may limit the number or amount of transactions you can make with the Card. You do not have the right to stop payment on any purchase or payment transactions that you originate through the use of the Card. You may not make preauthorized regular payments from your Card.

Limitations on Card Usage. All transactions are subject to the limitations set forth in this Agreement, and no transaction may exceed the value available on your Card Account.

Transaction Limitations. You may not make transactions that, in the aggregate, exceed \$5,000 per calendar day. If a merchant attempts to process a transaction for more than the value available on your Card Account, or if the transaction will cause your IRC's daily limit to be exceeded, then the transaction will be declined. Unusual or multiple transactions may prompt a merchant inquiry or card suspension to allow us to investigate such unusual activity.

Loading Your Card. Sponsor may add funds to your Card, called "loading," at any time. The maximum load amount is \$30,000 during any period of thirty (30) calendar days. The maximum amount of value that can reside on the Card at any time is \$30,000. You may not load funds onto your Card.

Sponsor Reclamation of Funds on the Card. The Sponsor has loaded all of the funds available to you on the Card and the funds remain the property of the Sponsor until you use them. The Sponsor may reclaim any or all balances remaining on the Card at any time and for any reason in the Sponsor's sole discretion. In addition, unless the Sponsor instructs MoCaFi or us otherwise, if the Card has had no activity (no purchases, cash withdrawals, loads) for twelve (12) consecutive months, then the remaining balance on the Card will be returned to the Sponsor. Upon expiration of the Card, all funds remaining on the Card will be returned to the Sponsor.

PIN. A PIN is a four-digit code that may be used to make purchase transactions instead of signing for your transaction. Some merchants may require you to make purchases using a PIN rather than your signature. A PIN was provided to you at the time you received your Card. Only one (1) PIN will be issued for your Card. To prevent unauthorized access to your Card balance, you agree to keep your PIN confidential. We recommend that you memorize your PIN and do not write it down. If you forget your PIN, you should call 1-800-342-7374 for assistance in resetting your PIN. If you did not register your card, we may not be able to help you reset your PIN.

Your PIN may also be used to (i) obtain cash or check your balance at any ATM that bears the Allpoint®, Maestro® or Interlink® brand mark, or (ii) obtain cash at merchants or banks that have agreed to provide cash back at POS terminals bearing the Allpoint, Maestro or Interlink brand. The maximum aggregate amount of cash you may withdraw (via ATM, cash back at POS or over the counter at a bank) is \$705 per calendar day. Merchants, banks, and ATM operators may impose additional withdrawal limits. You may be charged a fee by us for each cash withdrawal made at an ATM in the amount disclosed in the section entitled (see "Card Fees" below). In addition, when you use an ATM other than an Allpoint ATM, you may be charged a fee by the ATM operator, or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

Bill Pay. With your Card, you will have access to the bill payment feature ("Bill Pay") through the Angeleno Connect IRC App which allows you to authorize us to make bill payments on your behalf to certain third parties. We reserve the right to restrict access to Bill Pay until you have registered your Card.

To initiate a bill payment using Bill Pay, you must provide the name and mailing address of each individual or company you wish to pay. Once a payment is authorized, the payment amount will be immediately deducted from your Card balance. Payments made using Bill Pay may take the form of a paper check sent to the payee on your behalf using standard U.S. Postal Service mail. Please allow three to nine (3-9) business days for delivery of the check. Payments can only be sent to addresses located within the 50 states of the U.S and Washington, D.C. Bill Pay payments are processed daily by midnight central time. Bill Pay payments initiated after 3:00 pm central time will be processed as if they were submitted on the next business day. MoCaFi reserves the right to refuse to process payments to any individual or company. If the decision is made to refuse a payment, MoCaFi will notify you on or before the next business day.

Bill Pay Limits. These are the limits when using Bill Pay, which may be modified from time to time depending on prior activity, both on this card and on other transactions and also whether or not you have registered the Card:

Transaction Type	Frequency and/or Dollar Limits*
Bill Pay Payment(s)	<ul style="list-style-type: none">Up to \$2,500.00 per calendar day

	<ul style="list-style-type: none"> • Up to \$10,000.00 per calendar month
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**Bill Pay payments may be refused or returned by the individual or company to whom the payment was issued. The determination to accept this method of payment is at the discretion of the recipient. The U.S. Postal Service may also return payments in cases of expired or invalid addresses. If the Bill Pay payment is returned for any reason, the payment will be voided, and the full amount credited to your Account the next business day.*

Uncashed Bill Pay Payments. Uncashed Bill Pay payments are voided after 180 days. Funds from voided checks will be credited to your Card by 5:00 pm central time on the next available business day.

Bill Pay Fee. There is no fee to use Bill Pay

Canceling a Bill Pay Payment. You may cancel a single Bill Pay payment as long as it has not been presented for payment by calling 1-800-342-7374. Funds from any cancelled check will be credited to your Card by 5:00 pm central time on the next available business day.

Liability for failure to stop payment of a Bill Pay Payment. If you request cancellation of a Bill Pay payment within three (3) business days or more before it is scheduled to be made, and MoCaFi does not cancel it in time, MoCaFi will be liable for your losses or damages.

Merchant Authorization Holds. When you use your Card to pay for goods or services, certain merchants (such as restaurants and hotels) may ask us to authorize the transaction in advance and may estimate its final value up to twenty percent (20%) (or more) to cover any tip or gratuity that you may add to the purchase. If this occurs and your total bill, after adding in the additional twenty percent (20%) (or more), exceeds the amount available on the Card, your transactions may be declined. Accordingly, you should ensure that the Card has an available balance that is 20% (or more) greater than your total bill prior to using the Card for these types of purchases. If you use your Card at an automated fuel dispenser (“pay at the pump”), the merchant may preauthorize the transaction amount up to \$150.00 or more. If the transaction is not approved, you will need to go inside to pay the cashier prior to pumping. When we preauthorize a transaction, we commit to make the requested funds available when the transaction finally settles and may place a temporary hold on your Card’s funds for the amount indicated by the merchant (which may be more than the final settled transaction amount). We also may add an amount for certain merchants to ensure that sufficient funds will be available to cover the final transaction. Transactions at certain merchants that authorize high dollar amounts, especially rental car companies and hotels, may cause an “authorization” or “hold” on your available balance for up to thirty (30) days. Until the transaction finally settles, or we determine that it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes. We will only charge your Card for the correct amount of the final transaction, however, and will release the hold on any excess amount when the transaction finally settles.

Available Balance. Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction and any applicable fees, taxes or other charges assessed by the merchant. Transactions that exceed the remaining balance on your Card are prohibited and should be declined at the point of sale. If, notwithstanding an insufficient balance, an authorization is received by the merchant or the merchant uses other means to proceed with the transaction, then you agree to reimburse us for any amount in excess of the Card balance for such a transaction.

Refunds for Purchases Made with the Card. Any refund for goods or services purchased with the Card will be made in the form of a credit to the Card and pursuant to the refund policy of the merchants where such goods or services were purchased. If you receive a credit, the credit may not be added to the available funds on the Card for seven (7) business days. You are not entitled to receive a cash refund for goods or services purchased with the Card.

Disputes with Merchants. We are not responsible for the delivery, quality, safety, legality or any other aspect of goods and services that you purchase from others with your Card. All such disputes should be addressed to the merchants from whom the goods and services were purchased.

Reversal. Point of sale transactions cannot be reversed. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold of funds equal to the estimated purchase amount, for up to seven (7) days.

Card Fees. The following fees apply to your Card, except where prohibited or modified by applicable law:

Get Cash			
ATM withdrawal for any ATM in the Allpoint Network	No Fee	No Fee	For information about Allpoint locations, see the Angeleno Connect IRC App or allpoint.com
ATM withdrawal for any ATM not in the Allpoint Network	Cash Withdrawal Fee	\$1.98	The ATM operator may also charge you a fee, even if you do not complete a transaction. You can request cash back by selecting “Debit” and entering your PIN when making a purchase at a retail location. Not all merchants will provide cash back.

Over-the-Counter Withdrawal	Cash Withdrawal Fee	No Fee from MoCaFi	Financial institutions or retailers in the U.S who offer this service may charge you a fee for this service.
Using your Card outside the US			
International ATM Withdrawal for any ATM not in the Allpoint Network	International Cash Withdrawal Fee	\$1.98 + 3%	This percentage and flat fee is our fee for international ATM withdrawals. The ATM operator may also charge you a fee even if the transaction is not completed. Allpoint ATMs are not located in all foreign countries. For information about Allpoint international locations, see Angeleno Connect IRC App or allpoint.com
International Over-the-Counter Withdrawal	No Fee	No Fee from MoCaFi	Financial institutions or retailers who offer this service may charge you a fee for this service.

Receipts. You should get a receipt from the merchant at the time you make a transaction using your Card. Please note there are some merchants that choose not to provide a receipt if the amount of the transaction is \$15 or less.

Card Balance and Transaction History. You are responsible for keeping track of the available balance on your Card. Merchants generally will not be able to determine your available balance. You can also obtain information about the current available balance on your Card and your recent transactions at no charge by calling 1-800-342-7374 or visiting the Angeleno Connect IRC App.

Foreign Transactions. If you obtain your funds (or make a purchase) in a currency other than U.S. dollars, the amount deducted from your funds will be converted by Mastercard into U.S. dollars. Mastercard will establish a currency conversion rate for this convenience using a rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date which may vary from the rate Mastercard itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance. Fees may apply for foreign transactions (see “Card Fees” above).

Change in Terms. We may, to the extent permitted by applicable law, amend the terms and conditions of this Agreement (or add additional terms) at any time by posting the amended terms on our website, mocafi.com/angelenoconnectirc, and on the Angeleno Connect IRC App, and any such amendment shall be effective upon such posting to our website. However, if the change is made for security purposes, we can implement such change immediately, without prior notice to you and before such change may be posted to the website. The most up-to-date Agreement may always be found at mocafi.com/angelenoconnectirc and on the Angeleno Connect IRC App.

Suspension and Termination. We reserve the right, in our sole discretion, to limit your use of the Card. We may refuse to issue a Card or may suspend or terminate Card privileges with or without cause or notice, other than as required by applicable law. You may terminate this Agreement by returning the Card to us. If you terminate this Agreement and return the Card to us, any remaining balance on the Card will be returned to the Sponsor. You agree not to use or allow others to use an expired, revoked, cancelled, suspended or otherwise invalid Card. Termination of your Card privileges will not otherwise affect your rights and obligations arising under this Agreement prior to termination.

Expiration of the Card and Funds. The Card has a “VALID THRU” expiration date embossed on the back of the Card. Once this expiration date has passed, the Card will be voided and will not be replaced except in our sole discretion. All funds on the Card expire on the expiration date shown. If you do not spend all the funds on the Card prior to this expiration date, the remaining funds will not be available to you and will be returned to the Sponsor. You have no right to the funds except to use them for authorized purchases and cash withdrawals prior to the expiration date of the Card. The Sponsor may in its sole discretion add more funds to the Card. If additional funds are added to the Card, those funds will be subject to this Agreement and also must be used prior to the expiration date stated on the Card. We may, in our sole discretion and if requested by the Sponsor, provide a new Card to you. If we do issue a new Card to you, any unexpired funds remaining on your old Card will transfer automatically to your new Card, but only if your old Card has not already expired. That new Card also will have an expiration date and all funds on that new Card must be used prior to that expiration date.

Information Given to Third Parties. We may collect and disclose information (including personally identifiable information) to third parties about you, your Card and the transactions related to your Card (“Cardholder Information”).

The types of information we may collect includes:

- (i) Information about purchases made with the Card, such as date of purchase, amount, and place of purchase.
- (ii) Information you provide to us when you register your card, or when you contact us with customer service issues, such as name, address, and phone number; and
- (iii) Information about you provided to us by the Sponsor when they request us to provide a Card to you, such as your name and address.

We may use or disclose Cardholder Information:

- (i) where it is necessary or helpful for completing a transaction.
- (ii) in order to verify the existence and condition of the Card for a third party (e.g., a merchant).
- (iii) in order to comply with any law or to comply with requirements of any government agency or court order.

(iv) if you give us your written consent.

(v) to service providers who administer the Card or perform data processing, records management, collections, and other similar services for us, in order that they may perform those services.

(vi) in order to prevent, investigate or report possible illegal activity.

(vii) in order to issue authorizations for transactions on the Card; and

(viii) as otherwise permitted by law.

Information Given to the Sponsor. By using the Card and agreeing to the terms of this Agreement, you agree that we may share all Cardholder Information with the Sponsor. This information includes, but is not limited to:

(i) Information about purchases made with the Card, such as date of purchase, amount and place of purchase;

(ii) Information you provide to us when you register your card, or when you contact us with customer service issues, such as name, address, and phone number; and

(iii) Information about you provided to us by the Sponsor when they requested us to provide a Card to you, such as your name and address.

When you are no longer our customer, we continue to share your information as described in this notice.

No Warranty of Availability or Uninterrupted Use. From time to time, services related to the Card may be inoperative. When this happens, you may be unable to use your Card or obtain information about your Card. Please notify us if you have any problems using your Card. You agree that we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.

Lost or Stolen Card: Unauthorized Transactions or Errors. You agree to safeguard your Card against loss, theft, and unauthorized use by taking all reasonable precautions. If your Card has been lost or stolen or believe that someone has made an unauthorized transaction with your Card (or may attempt to use your Card without permission) or you believe an error has occurred with your Card, you agree to notify us IMMEDIATELY at 1-800-342-7374. When you notify us, you must provide your name, Card number and other identifying details, and describe the error or transaction that you are unsure about (if applicable). We cannot assist you if you do not have the Card number. We will cancel your Card, and if our records show that available funds remain on your Card, we will issue you a replacement Card loaded with the remaining value. We reserve the right to decline to issue you a replacement Card in accordance with applicable law. You agree to assist us in determining the facts relating to any possible unauthorized use or error associated with your Card, and to comply with the procedures we may require for our investigation. Following our investigation, if we determine that unauthorized use or an error has occurred with your Card, we will credit your Card in the amount of the unauthorized use or error. It may take up to thirty (30) days to process a request for a replacement, however, we will endeavor to provide you with a replacement Card on as timely a basis as is reasonable under the circumstances.

Additional Limits on Liability Under Mastercard Network Rules. Under Mastercard Rules, you will not be liable for any unauthorized transactions using your Card Account if you can demonstrate that you have exercised reasonable care in safeguarding your Card from risk of loss or theft. You must notify us within two (2) days after the electronic statement was made available to you showing unauthorized transaction(s) in order to take advantage of any such limited liability provisions.

Disclaimer of Warranties. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE CARD OR RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. We shall have no liability to you if we are unable to complete a transaction for reasons beyond our control. In no event shall we be liable to you for any indirect, consequential, exemplary, or special damages (whether in contract, tort or otherwise), even if you have advised us of the possibility of such damages. You agree that your recovery for any alleged negligence or misconduct by us shall be limited to the initial value of the Card. This provision shall not be effective to the extent prohibited by law.

Questions. Mobility Capital Finance, Inc. ("MoCaFi"), as the third party that administers the Card program, is responsible for customer service and for resolving any errors in transactions made with your Card. If you have questions regarding your Card, you may call 1-800-342-7374 or write MoCaFi at 1 Washington Park, 7th Floor, Newark, NJ 07102 or visit the MoCaFi IRC App.

Communications. We may contact you from time to time regarding your Card. We may contact you in any manner we choose unless the law says that we cannot. For example, we may:

(1) contact you by mail, telephone, email, fax, recorded message, text message or personal visit.

(2) contact you by using an automated dialing or similar device ("Autodialer").

(3) contact you at your home and at your place of employment.

(4) contact you on your mobile telephone.

- (5) contact you at any time, including weekends and holidays.
- (6) contact you with any frequency.
- (7) leave prerecorded and other messages on your answering machine/service and with others; and
- (8) identify ourselves, your relationship with us and our purpose for contacting you even if others might hear or read it.

Our contacts with you about your Card Account are not unsolicited and might result from information we obtain from you or others. We may monitor or record any conversation or other communication with you. Unless the law says we cannot, we may suppress caller ID and similar services when contacting you regarding your card. When you give us your mobile telephone number, we may contact you at this number using an Autodialer and can also leave prerecorded and other messages.

If you ask us to discuss your Card with someone else, you must provide us with documents that we ask for and that are acceptable to us.

Governing Law, Court Proceedings, Damages, Arbitration. Except as set forth in the Waiver of Jury Trial and Arbitration Agreement below, (1) this Agreement will be governed by, construed and enforced in accordance with federal law and the laws of the State of South Dakota; (ii) any action or proceeding with respect to this Agreement or any services hereunder shall be brought only before a federal or state court in the State of Minnesota; and (iii) you agree to pay upon demand all of our costs and expenses incurred in connection with the enforcement of this Agreement. If we are served garnishments, summonses, subpoenas, orders or legal processes of any type, we are entitled to rely on the representations therein and may comply with them in our own discretion without regard to jurisdiction.

ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL: PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. UNLESS YOU EXERCISE YOUR RIGHT TO OPT-OUT OF ARBITRATION IN THE MANNER DESCRIBED BELOW, YOU AGREE THAT ANY DISPUTE WILL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO HAVE A JURY TRIAL, TO ENGAGE IN DISCOVERY (EXCEPT AS MAY BE PROVIDED FOR IN THE ARBITRATION RULES), AND TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS OR IN ANY CONSOLIDATED ARBITRATION PROCEEDING OR AS A PRIVATE ATTORNEY GENERAL. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE IN ARBITRATION.

Agreement to Arbitrate. You and we (defined below) agree that any Dispute (defined below) will be resolved by Arbitration. This agreement to arbitrate is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and the substantive law of the State of South Dakota (without applying its choice-of-law rules).

What Arbitration Is. "Arbitration" is a means of having an independent third party resolve a Dispute. A "Dispute" is any claim or controversy of any kind between you and us. The term Dispute is to be given its broadest possible meaning and includes, without limitation, all claims or demands (whether past, present, or future, including events that occurred prior to your application for a Card and whether or not a Card is provided to you, based on any legal or equitable theory (contract, tort, or otherwise) and regardless of the type of relief sought (i.e., money, injunctive relief, or declaratory relief). A Dispute includes, by way of example and without limitation, any claim based upon a federal or state constitution, statute, ordinance, regulation, or common law, and any issue concerning the validity, enforceability, or scope of this arbitration agreement.

For purposes of this arbitration agreement, the terms "**you**" and "**your**" include any authorized user and also your heirs, guardian, personal representative, or trustee in bankruptcy. The terms "**we**," "**our**", and "**us**" mean the Bank and include employees, officers, directors, members, managers, attorneys, affiliated companies, predecessors, and assigns the Bank as well as the marketing, servicing, and collection representatives and agents of either or both.

How Arbitration Works. If a Dispute arises, the party asserting the claim or demand must initiate arbitration, provided you or we may first try to resolve the matter informally or through customary business methods, including collection activity. The party filing an arbitration complaint must choose either of the following arbitration firms for initiating and pursuing arbitration: the American Arbitration Association ("AAA") or JAMS, The Resolution Experts. If the parties mutually agree, a private party, such as a retired judge, may serve as the arbitrator. If you claim you have a Dispute with us, but do not initiate arbitration or select an arbitrator, we may do so. You may obtain copies of the current rules of each of the arbitration firms and forms and instructions for initiating arbitration by contacting them as follows:

American Arbitration Association
1633 Broadway, 10th Floor
New York, NY 10019
Web site: www.adr.org
Telephone (800) 778-7879

JAMS, The Resolution Experts
1920 Main Street, Suite 300
Irvine, CA 92614
Web site: www.jamsadr.com

Telephone (949) 224-1810 or (800) 352-5267

In the event both AAA and JAMS are unavailable to decide a Dispute, the parties agree to select another neutral party experienced in financial matters to decide the Dispute. If such an independent arbitrator cannot be found, the parties agree to submit any Dispute to a state or federal judge, sitting without a jury, for resolution on an individual and not a class-wide basis.

The policies and procedures of the selected arbitration firm will apply provided such policies and procedures are consistent with this arbitration agreement. To the extent the arbitration firm's rules or procedures are different than the terms of this arbitration agreement, the terms of this arbitration agreement will apply.

What Arbitration Costs. No matter which party initiates the arbitration, we will advance or reimburse filing fees and other costs or fees of arbitration, provided each party will be initially responsible for its own attorneys' fees and related costs. Unless prohibited by law, the arbitrator may award fees, costs, and reasonable attorneys' fees to the party who substantially prevails in the arbitration.

Location of Arbitration. Unless you and we agree to a different location, the arbitration will be conducted in the county where you reside.

Waiver of Rights. You are waiving your right to a jury trial, to have a court decide your Dispute, to participate in a class action lawsuit, and to certain discovery and other procedures that are available in a lawsuit. You and we agree that the arbitrator has no authority to conduct class-wide arbitration proceedings and is only authorized to resolve the individual Disputes between you and us. The validity, effect, and enforceability of this waiver of class action lawsuit and class-wide arbitration, if challenged, are to be determined solely by a court of competent jurisdiction and not by the AAA, JAMS, or an arbitrator. If such court refuses to enforce the waiver of class-wide arbitration, the Dispute will proceed in court and be decided by a judge, sitting without a jury, according to applicable court rules and procedures, and not as a class action lawsuit. The arbitrator has the ability to award all remedies available by statute, at law, or in equity to the prevailing party.

Applicable Law and Review of Arbitrator's Award. The arbitrator shall apply applicable federal and Minnesota substantive law and the terms of this Agreement. The arbitrator must apply the terms of this arbitration agreement, including without limitation the waiver of class-wide arbitration. The arbitrator shall make written findings and the arbitrator's award may be filed with any court having jurisdiction. The arbitration award shall be supported by substantial evidence and must be consistent with this Agreement and with applicable law, and if it is not, it may be set aside by a court. The parties shall have, in addition to the grounds referred to in the Federal Arbitration Act for vacating, modifying, or correcting an award, the right to judicial review of (a) whether the findings of fact rendered by the arbitrator are supported by substantial evidence and (b) whether the conclusions of law are erroneous under the substantive law of Minnesota and applicable federal law. Judgment confirming an award in such a proceeding may be entered only if a court determines that the award is supported by substantial evidence and is not based on legal error under the substantive law of Minnesota and applicable federal law.

Survival. This arbitration provision shall survive: (1) cancellation, payment, charge-off, or assignment of this Agreement; (2) the bankruptcy of any party; and (3) any transfer, sale, or assignment of this Agreement, or any amounts owed under this Agreement, to any other person or entity.

Right to Opt-Out. If you do not wish to agree to arbitrate all Disputes in accordance with the terms and conditions of this section, you must advise us in writing at the following address by either hand delivery or a letter postmarked within thirty (30) days following the date you enter into this Agreement. You may opt-out without affecting your application or cardholder status.

Sunrise Banks, N.A.
200 University Avenue West Suite 200
Saint Paul, MN 55103

Assignability. We may assign or transfer our rights and obligations under this Agreement at any time without prior notice to you. The Card and your obligations under this Agreement may not be assigned by you. Notwithstanding the foregoing, this Agreement shall be binding on you and your heirs, your executors, administrators, guardians, personal representatives, or trustee in bankruptcy.

Miscellaneous Provisions. When any provision in this Agreement states that we may take certain actions, we may do so in our sole discretion. We do not waive our rights by delaying or failing to execute them at any time. To the extent permitted by law and as permitted by the Waiver of Jury Trial and Arbitration above, you agree to be liable to us for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your Card. If a court finds any provision of this Agreement invalid or unenforceable, such finding shall not make the rest of this Agreement invalid or unenforceable. To the fullest extent possible, any such provision shall be deemed to be modified so as to be rendered enforceable or valid; however, if such provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

Customer Service

For all customer service information regarding the Card, please contact:

Call 1-800-342-7374 or write MoCaFi at 1211 Avenue of the Americas, 27th Floor, New York, NY 10036 or visit the Angeleno Connect IRC App.

This Agreement is effective May 2024.

FACTS**WHAT DOES SUNRISE BANKS, N.A. DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial Companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information that we collect, and share depend on the product or service you have with us. This can include:

- Social Security Number and Date of Birth
- Address of Residence and Government Issued Identification
- Transaction History

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All Financial Companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons Financial Companies can share their customers' personal information; the reasons Sunrise Banks, N.A. chooses to share; and whether you can limit the sharing.

Reasons we can share your personal information	Does Sunrise Banks, N.A. Share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transaction, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	Yes	No
For our marketing purposes – to offer our products and services to you.	Yes	No
For joint marketing with other financial companies.	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences.	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness.	No	We don't share
For our affiliates to market to you.	No	We don't share
For non-affiliates to market to you.	No	We don't share

Questions?

Call 1-800-342-7374

Who we are

Who is providing this notice?

Sunrise Banks, N.A.

What we do

How does Sunrise Banks, N.A. protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Sunrise Banks, N.A. collect my personal information?

We collect personal information, for example, when you

- Open a Card Account or use your card
- Pay your bills or make a purchase
- Give us your contact information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only:

- Sharing for affiliates everyday business purposes- information about your creditworthiness,
- Affiliates from using your information to market to you,
- Sharing for non-affiliates to market to you.

State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include financial companies such as University Financial Corp. dba Sunrise Banks.*

Non affiliates

Companies not related by common ownership or control. They can be financial or nonfinancial companies.

- *Sunrise Banks, N.A. does not share with nonaffiliates so they can market to you.*

Joint Marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include prepaid card companies.*

ATTACHMENT G

1'10CAri

Angeleno
MoCaFi Debit Mastercard



If lost, please return to 1 Washington Park, Newark, NJ 07102

ANG0004

JOHN SMITH

1212 3434 5656 7878



24
5

ANGELENO CONNECT MOCIFI
MOBILITY DEBIT MASTERCARD
> 1'10CAri
MOCIFI.COM/ANGELENOCONNECTDEBI

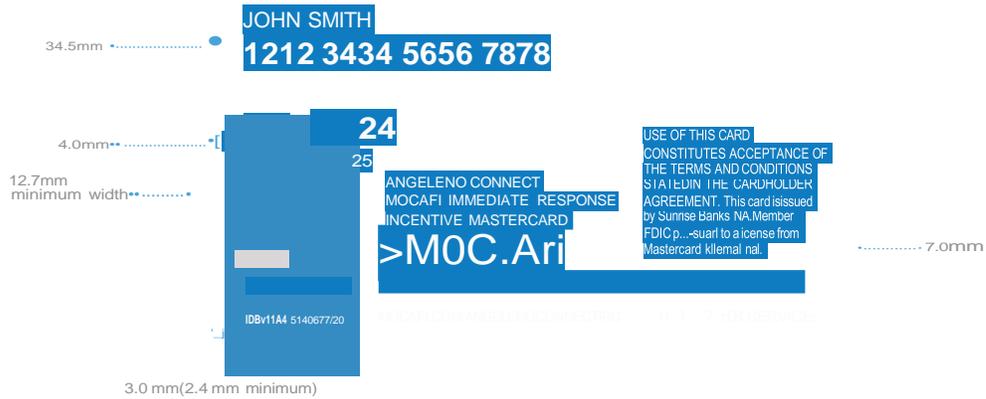
USE OF THIS CARD
CONSTITUTES ACCEPTANCE OF
THE TERMS AND CONDITIONS
STATED IN THE ACCOUNT
AGREEMENT. This card is issued
r u f; l t c n g r
Mastercard International
FOR CUSTOMER SERVICE:
1-800-342-7374



**Angeleno
Immediate Response Card**



If lost, please return to 1 Washington Park, Newark, NJ 07102 ANG0003



COLOR SWATCH
OA7EC2
 C:84%
 M:43%
 Y: 0%
 K:0%
 R: 10
 G: 126
 B: 194



COLOR SWATCH
F6C120
 C:3%
 M:24%
 Y: 97%
 K:0%
 R: 246
 G: 193
 B: 32

1'10CAri

FRONT OF CARD

PROGRAM NAME-

Roboto Black - **Font Size 6.0 PT**

Roboto Regular - **Font Size 6.0 PT**

BACK OF CARD

For customer service, please call 1-800-342-7374- **Roboto Regular - Font Size 6.0 PT**

If lost, return to 1 Washing Park, Newark, NJ 07102- **Roboto Regular - Font Size 6.0 PT**

NAME - **Roboto Bold - Font Size 8.5 PT**

NUMBERS - **Roboto Black- Font Size 11.8 PT**

VALID THRU - **Roboto Bold - Font Size 6.0 PT**

VALID DATE - **Roboto Black - Font Size 11 PT**

CVV - **Roboto Black - Font Size 8.7 PT**

CVV # - **Roboto Black - Font Size 6.8 PT** Body

Copy **Roboto Regular - Font Size 6.0 PT**

Professional Services Agreement
MOBILITY CAPITAL FINANCE, INC.
Attachment D - Fee Schedule

Fees Payable by City

Set up Fee: N/A

Annual Program Management Fee:

- \$200,000 for the first annual program management fee to be invoiced on or after the Effective Date of the Agreement and due thirty (30) days thereafter (plus fees for projected number of cards to print and distribute as provided below)

- \$100,000 for second annual program management fee to be invoiced six months after the Effective Date of the Agreement and due thirty (30) days thereafter (plus fees for projected number of cards to print and distribute as provided below)

- \$200,000 for third (final) annual program management fee to be invoiced eleven months after the Effective Date of the Agreement and due thirty (30) days thereafter (plus fees for projected number of cards to print and distribute as provided below)

The annual program management fee will be reduced based on usage of the financial capabilities of the Angeleno Connect IRC and DDA (collectively, "City ID Card") as follows:

Pricing Tiers	Annual Program Management Fee
Annual Spend Below \$150mm	\$500,000
Annual Spend Between \$150mm and \$250mm	\$250,000
Annual Spend Over \$250mm	\$0.00

Annual spend will mean the aggregate amount of spending by all City ID Card Card holders on transactions which generate interchange (typically, POS and on-line purchases). Annual spend will be determined by calculating the amount of spending from the first day of the Term to a date which is twelve months from such date.

Cost of Printing Cards and Distribution

The City is responsible for paying for the cost of the physical plastic and distribution costs for the City ID Card to consumers. The cost per City ID Card for the physical plastic is \$2.50. Distribution costs will be billed to the City at cost with no markup and may vary based on the method of distribution for each City ID Card (first class USPS, expedited USPS, overnight carrier, etc.). The estimated distribution cost for first class USPS is \$0.68 per card.

At the same time Contractor submits an invoice for any semi-annual payment, Contractor will also submit to City, after consulting with the City, the following:

- a. an estimate of the number of cards that will be ordered during the period before the next semi-annual payment is due pursuant to this Agreement and an estimate of the cost of distributing such cards;

- b. the actual cost of the cards ordered (cost of plastic and distribution, as set forth above) during the period between the date of the estimate and the date of the most recent semi-annual payment made by the City.

City will pay the estimated cost for the cards and their distribution at the time City pays any semi-annual fee. The amount paid by the City will be adjusted by the difference between the actual costs of cards ordered/distributed during the prior period and the cost estimated for those cards and their distribution in the last estimate provided by Contractor to the City.

Within thirty (30) days after termination of the Agreement, Contractor will provide City with a final reconciliation between estimated card printing and distribution costs and actual card printing and distribution costs. Based on such reconciliation, either the City (for actual cost over estimate) or Contractor (for actual cost less than estimate) will make payment for the difference between the estimated cost and the actual cost.

Development Costs

For development of programs, products and services outside of the scope of this SOW - \$150 per hour. Before starting any out-of-scope development, the City and MoCaFi will agree, in writing, on the specifications for the development work and MoCaFi will prepare a good faith estimate of the amount of time required to complete the out of scope development work.

MoCaFi Contract Questions for the CAO

Context: CAO the MoCaFi agreement for ED3 Review and Report. They have provided this list of questions as a part of their review. **Responses are needed for items 6-13.**

#	Question	Answer
1	Please provide copies of all required City contracting forms: A. Equal Benefits Ordinance B. & First Source Hiring Ordinance C. Contractor Responsibility Ordinance D. Slavery Disclosure Ordinance E. Disclosure of Border Wall Contracting Ordinance F. Bidder Certification CEC Form 50 G. Prohibited Contributors (Bidders) CEC Form 55 H. CA Iran Contracting Act of 2010	Provided by Finance
2	Percentage of workforce that resides in the City?	Provided by Finance
3	Did Finance request a Charter Section 1022 determination from the Personnel Department?	Provided by Finance
4	With the previous contract (C-137261) expiring on October 2023, has the contractor continued providing services beyond the contract expiration until now?	
5	Is the proposed contract covering for the period between October 2023 through today? In essence, is the term of the proposed contract October 2023 through one year after contract execution? If so, the term of the contract is probably close to two years.	Provided by Finance
6	What is the source of funds for the contract? Please provide the fund & appropriation information.	FY24-25 GCP allocation
7	Please provide the compensation to the vendor from October 2020 through today. Please also provide a breakdown of compensation per year.	FY20 - FY21: \$1,077,252,50 FY21 - FY22: \$500,000 FY22-FY23: \$500,000 The compensation included one-time funding for vendor costs associated with establishing a mobile platform and debit card that

		allows City residents without a bank account to receive financial assistance, connect with City services, and access free financial literacy information.
8	<p>Is the contractor currently providing debit cards and Immediate Response Cards? If so, please provide data on both cards:</p> <ol style="list-style-type: none"> 1. The scope of work mentions KPI reports supplied by the contractor. Please provide a copy of the most recent report (includes “Total funding across the program, Number of program participants, etc.”). - spreadsheet 2. Please provide the total number of participants since the program’s inception and the current number of participants (breakdown by DDA and IRC). - also in the spreadsheet 	<p>The contractor is not currently providing debit cards and Immediate Response Cards due to the contract not being executed.</p> <p>Debit cards and Immediate Response Cards have yet to be distributed since the conclusion of the contract in October 2023.</p> <p>Report from December 2023</p>
9	<p>Who oversees the review and approval of applications?</p> <p>Who manages the program?</p> <p>Is the program still accepting new applicants?</p>	<p>The Angeleno Connect Program launched from the Mayor’s Office. The Program is available Citywide for Departments to use the platform to disburse financial assistance program funding to support unbanked Angelenos. The various departments run their specific program for disbursing funds based on the needs being met. The applicable Department reviews and approves applicants.</p> <p>Previous programs were managed by LAHD, CIFD, Mayor’s Office of Homelessness Services, BPW, MFLA.</p> <p>There is not a department program currently accepting applicants.</p>
10	<p>Please provide the eligibility criteria to participate in the program.</p>	<p>The minimum eligibility criteria established includes:</p> <ol style="list-style-type: none"> 1. Households in the City of Los Angeles; 2. Households with total annual incomes that fell below the federal poverty level prior to the COVID-19 crisis; and 3. Households that have fallen into deeper economic hardship during the crisis because at least one household member has lost a job or experienced a reduction in income of at least 50% <p>Additional criteria may be set by the department program that is disbursing funding.</p>
11	<p>Are the Angeleno cards pre-loaded with cash?</p> <p>If so, please provide information on the amounts loaded, the source of funds, who the beneficiaries are, and what the eligible uses are. .</p>	<p>Yes. Angeleno cards are pre-loaded with cash by each Department with a program using the card.. The amount is determined by the program. Previous programs included:</p> <ul style="list-style-type: none"> • CIFD: BIG:LEAP: (Basic Income Guaranteed: Los Angeles Economic Assistance Pilot) was the largest city-level GBI

		<p>(Guaranteed Basic Income) pilot program in the country. 3,200 individuals received \$1,000 monthly for 12 months through the platform.</p> <ul style="list-style-type: none"> ● LAHD: The Emergency Rental Assistance Program (ERAP) provided a lifeline preventing the eviction of thousands of Los Angeles renters whose landlords or property managers' did not comply with the City of Los Angeles' Emergency Rental Assistance (ERA) guideline. MoCaFi partnered with the City to disburse ERA funds directly to tenants to service their outstanding rent balances. ● MFLA and Mayor's Office: Homeless Programs: GIVEN 3.0 (Grocery Initiative for Vital Emergency Needs), provided 5,000 low- to moderate-income families with a \$300 one-time cash grant. ● BPW: Beautify LA Community Grants: Annual competitive matching grant open to the residents of Los Angeles to fund exceptional neighborhood projects that encourage, support, and provide opportunities to high-need communities. ● Mayor's Office: Street Vendor Grants: Subsidies provided to Los Angeles street vendors to renew their annual vending permits during the COVID-19 pandemic. ● Mayor's Office: Independence Day Fire Relief: Fire relief subsidies to families whose homes were accidentally damaged by the Los Angeles Police Department during an attempt to detonate a fireworks cache. <p>Eligible uses for the cards for previous programs include</p> <ol style="list-style-type: none"> 1. Automated Cash Disbursements 2. Grocery Stores 3. Dine-in and Fast Food Restaurants 4. Real Estate Payments (Rent Payments) 5. Money Transfers 6. Fuel 7. Service Stations 8. Telecommunication Services 9. Transportation 10. City Utilities
12	<p>Where is Finance in the RFP process?</p> <p>Please provide a timeline of key dates (preparing RFP, releasing RFP, deadline for submitting bid, evaluation/scoring, selections).</p>	<p>Finance will work with the Office of the Mayor to develop a scope of work and prepare an RFP to advertise on RAMPLA. Finance does not currently have a timeline, but the RFP process will be driven by the expiration date of this requested agreement.</p> <p><i>Answer has been provided to CAO from Finance Dept.</i></p>

13	<p>The contract DDA Account Holder Agreement (Attachment F-1) states that a social security number is required to open an account (Section B. Account Basic). Please confirm.</p>	<p>Yes, and also the language in attachment F1 states:</p> <p>The Account is available to citizens and permanent residents of the 50 United States ("U.S.") and the District of Columbia who are either:</p> <ul style="list-style-type: none">(a) at least 18 years of age with a valid Social Security number or(b) at least 13 years of age and have their parent's or guardian's consent to open an Account. <p>Per Attachment B, Scope of Work, III.b. the following are also accepted if a SSN is not available: SSN/ ITN (or, if the applicant does not have an SSN or ITN, a recognized ID number issued by a foreign government).</p>
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