

**(ATTACHMENT 2) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS****PREPAID REWARDS CARD AGREEMENT**

This Prepaid Reward Card Agreement (this “Agreement”) is entered into effective this \_\_\_\_ day of October, 2021 (the “Effective Date”) by and between U.S. Bank National Association, a national banking association (“U.S. Bank and Milwaukee Board of School Directors (“Client”).

**RECITALS**

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

WHEREAS, Client wishes to participate in a program involving the issuance of National Association-branded prepaid Reward Cards to certain individuals pursuant to a predetermined set of criteria and issued in an amount determined by Client, but in no event for sale to general consumers, with the option to display trademarks of Client; and

WHEREAS, U.S. Bank is willing to issue such Reward Cards and perform related services to support such a program, pursuant to the terms and conditions set forth in this Agreement.

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

**ARTICLE I. DEFINITIONS**

For the purposes of this Agreement and except as otherwise specifically set forth herein, the following terms shall have the following respective meanings:

“Account” shall mean a prepaid Reward Card account funded via a single load deposit made by Client and accessible through the use of a prepaid card issued and serviced by U.S. Bank.

“ACH” shall mean the Automated Clearing House direct deposit network.

“Affiliate” shall mean (i) with respect to Client, any person or entity that directly or indirectly Controls, is Controlled by, or is under common Control with Client, and (ii) with respect to U.S. Bank, any person or entity that directly or indirectly Controls, is Controlled by, or is under common Control with U.S. Bank, as of the date hereof or hereafter.

“Applicable Law” shall mean with respect to any party hereto, any law, ordinance, statute, treaty, rule, judgment, regulation or other determination or finding of or agreement with

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any arbitrator, court or other governmental authority applicable to or binding upon such party or to which such party is subject, whether federal, state, county, local or otherwise.

“Business Day” shall mean any day (other than a Saturday, Sunday or legal holiday in Minnesota) on which national banks are permitted to be open in Minnesota.

“Cardholder” shall mean an individual that has satisfied the Client Plan Criteria to receive a Reward Card, is otherwise eligible to receive a Reward Card, and receives a Reward Card.

“Cardholder Data” means personally identifiable data about Cardholders, including without limitation, the plastic Card number, Card expiration date in combination with the plastic Card number, Cardholder name in combination with the plastic Card number, track data/magnetic stripe, verification numbers CVV2, CVC2, CID, and PIN Block.

“Client Plan Criteria” shall mean Client’s written predetermined criteria and procedures used to determine those individuals eligible to receive a Reward Card and the process Client uses to determine the value to be associated with such individual and Reward Card.

“Client Trademarks” shall mean Client’s name and logo, as well as any other trademarks owned by Client.

“Control” shall mean the possession, direct or indirect, of the power to vote 50% or more of the securities that have ordinary voting power for the election of directors of any entity, or to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities or by contract or otherwise.

“Custom Program” shall mean the Program offered by U.S. Bank in which the Client uses the Client Trademarks and/or Client-specific verbiage or designs on the Reward Card, Reward Card carrier, and other supporting Reward Card package materials, subject to prior written approval by U.S. Bank.

“Load Value” shall mean the dollar value to be loaded onto a Cardholder’s Account as determined by Client.

“MasterCard Marks” means the mark “MasterCard” and all other service marks owned by MasterCard International, Inc. and MasterCard Worldwide.

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

“Program” shall mean the program between U.S. Bank and Client for the issuance of Reward Cards to Cardholders made pursuant to the terms and conditions of this Agreement.

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“Program Account” shall mean a demand deposit account established and maintained at U.S. Bank into which Client will deposit funds in a manner consistent with and in such amounts as provided in Section 5.4. Such Program Account may be a stand-alone account or a virtual sub-account within an aggregate or pooled account held at U.S. Bank.

“Program Launch Date” shall mean the date mutually agreed to by the parties in writing on which Client commences offering the Program to Client’s clients and/or customers.

“Reserve Account” shall mean a deposit account established and maintained by Client at U.S. Bank into which Client shall deposit funds in the manner provided in Section 5.4(g).

“Reward Card” or “Card” shall mean a prepaid payment product which operates off of a centralized funds pool with an individual account set up for each participating consumer and which bears the Visa Marks or MasterCard Marks and optionally, the Client Trademarks.

“Standard Program” shall mean the Program offered by U.S. Bank in which all materials have been designed by U.S. Bank, contain no Client-specific branding or verbiage, and may be in use by other U.S. Bank clients in similar programs.

“Subsidiary” shall mean any corporation or other entity of which securities or other ownership interests having ordinary voting power for the election of a majority of the board of directors or other persons performing similar functions are owned by a party either directly or through one or more Subsidiaries.

“U.S. Bank Trademarks” shall mean the names “US Bank” and “US Bancorp” and the US Bank and shield design, U.S. Trademark Registration No. 2,247,139, registered on May 25, 1999, which are owned by U.S. Bancorp, as well as any other trademark or service marks owned by U.S. Bancorp that include the terms “US Bank” (“UBANK,” “US,” “U”) or “US Bancorp,” however such terms may be capitalized or punctuated.

“Visa Marks” shall mean the mark “Visa,” the Bands Design, and all other service marks owned by Visa U.S.A. or Visa International, Inc.

Other terms defined herein shall have the meanings set forth in the contexts of use.

**ARTICLE II. REWARD CARD PROGRAM**

U.S. Bank and Client agree to participate in the Reward Card Program, which shall include the following elements, with respect to which the parties shall have various rights and responsibilities pursuant to the terms of this Agreement: production of Program materials, marketing of the Program, Cards sales, Account initiation and funding, and Card and Account processing and administration. Each of U.S. Bank and Client will proceed in good faith and use commercially reasonable efforts to cause the Program to commence on the Program Launch Date, provided, however, that U.S. Bank shall in no event be liable for any additional costs or

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purported losses experienced by Client as a result of any delay in or postponement of the Program Launch Date

**ARTICLE III. TRADEMARKS AND LOGOS**

3.1 Use of Client Marks. Client hereby grants to U.S. Bank a non-exclusive, non-transferable limited license to use Client Trademarks in connection with the Program, which uses may include, without limitation, placement of Client Trademarks on Reward Cards issued pursuant hereto in accordance with the operating regulations of the appropriate National Association, and related applications, statements, advertising and promotional and public relations materials, and any other item reasonably necessary to the establishment, operation or advancement of the Program. If desired by U.S. Bank, subject to the prior written approval of Client, which approval shall not be unreasonably withheld or delayed, U.S. Bank may use Client Trademarks for other promotional purposes in connection with the Program. Client shall be deemed to have approved the proposed use if Client fails to disapprove U.S. Bank's request in writing within fifteen (15) Business Days following the date when written request for approval was made to Client by U.S. Bank. U.S. Bank hereby accepts such license subject to the terms and conditions provided herein. This limited license shall terminate upon termination of this Agreement. U.S. Bank acknowledges that Client and Client's Affiliates are the owners of Client Trademarks, and U.S. Bank agrees that it will have no right, title or interest in Client Trademarks other than the license specifically granted in this Section 3.1, and U.S. Bank will do nothing inconsistent with such ownership.

3.2 Use of U.S. Bank Trademarks. U.S. Bank hereby grants to Client a non-exclusive non-transferable limited license to use the U.S. Bank Trademarks solely in connection with the Program. Client agrees that it shall have no right, title or interest in and shall not use the U.S. Bank Trademarks without U.S. Bank's specific prior written consent, which consent shall not be unreasonably withheld or delayed if the proposed use thereof by Client is for advertisements or promotions in connection with the Program. U.S. Bank shall be deemed to have approved the proposed use if U.S. Bank fails to disapprove Client's request in writing within fifteen (15) Business Days following the date when written request for approval was made to U.S. Bank by Client. Client hereby accepts such license subject to the terms and conditions provided herein. This limited license shall terminate upon termination of this Agreement. Client acknowledges that U.S. Bancorp and/or one or more of its Subsidiaries is the owner of U.S. Bank Trademarks, and Client agrees that it will not have any right, title or interest in the U.S. Bank Trademarks other than the license specifically granted in this Section 3.2, and Client will not do anything inconsistent with such ownership.

3.3 Third Persons' Trademarks. Client has no right, title or interest in and shall not use the Visa Marks or MasterCard Marks without specific prior written consent of the proprietor of the mark.

3.4 Additional Trademark Provisions. Without limitation of the foregoing, each party hereto shall use the other party's name and trademarks (to the extent such use is permitted hereunder) only in the form and manner and with appropriate legends as prescribed from time to

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time by the proprietor of such name or trademark, and except as otherwise set forth in this Agreement, shall not use any other trademark or service mark in combination with such other party's name or trademark without the prior written approval of the proprietor of such name or trademark. Each party shall promptly notify the other party of any unauthorized use by others of such other party's name or trademark, which may come to such other party's attention. Each party shall have the sole right and discretion to bring infringement or unfair competition proceedings involving its own name or trademark.

**ARTICLE IV. RESPONSIBILITIES OF U.S. BANK****4.1 Card Issuance.**

(a) Beginning no later than the Program Launch Date, Client shall begin to deliver certain payments by and through the Program to those certain individuals that Client determines have satisfied the Client Plan Criteria to receive such payments, and in no event shall Client offer Reward Cards for sale to general consumers, or otherwise permit the transfer of Reward Cards except as permitted hereunder. U.S. Bank may issue Reward Cards to such individuals after receipt of Client's request and U.S. Bank's review and processing according to U.S. Bank's procedures and criteria. Such procedures and criteria will be in U.S. Bank's sole control and discretion. U.S. Bank will record the issuance of such Cards and track the Card issuance, usage, fee collection and closure. Each Reward Card will have the monetary value associated with it as solely determined by Client at time of file transmission to U.S. Bank. Each Reward Card will be distributed to Client location or directly to the Cardholder as determined by the Program set up and will require activation prior to first use (at the time of providing Cards to Cardholders, Client will activate Cards through a method prescribed by U.S. Bank). Client is liable for all errors or mistakes in loading of funds that are made by its employees including all agents or other representatives, which result in a loss to U.S. Bank.

(b) U.S. Bank may, in its sole discretion, undertake periodic reviews of Cardholders and their Accounts to manage risks associated with fraudulent card use and other Account activity, which has the potential of exposing U.S. Bank to financial loss or reputational or regulatory risk. U.S. Bank reserves the right to take any necessary actions to stop such activity on the Account, provided such actions are in accordance with Applicable Law.

**4.2 Design and Manufacture of Cards.**

(a) For Standard Programs, U.S. Bank will purchase the plastic stock and shall bear the expense of manufacturing the Reward Cards issued to Cardholders. U.S. Bank will be responsible for ordering, embossing, encoding and delivering to Client or Cardholders, as applicable, Reward Cards using a design created by U.S. Bank that shall bear the U.S. Bank Trademarks and the trademarks of the appropriate National Association.

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(b) For Custom Programs, Client shall bear any design, manufacturing, and printing expense incurred as a result of the design of the Reward Card requested by Client. Each Reward Card shall bear Client Trademarks, the U.S. Bank Trademarks, and the trademarks of the appropriate National Association. U.S. Bank shall have the right to approve Card design, which approval shall not be unreasonably withheld or delayed. U.S. Bank will invoice Client for Reward Cards issued and Program fees set forth in Exhibit B, or at its sole discretion, may deduct such amount from the Program Account. The cost of Reward Cards will include the Reward Card carrier and other such Reward Card packet materials as determined by U.S. Bank.

4.3 Design of Card Carriers and Marketing Materials. For Standard Programs, U.S. Bank will produce Reward Card carriers and other Reward Card packaging and advertising materials subject to Applicable Law and the regulations of applicable National Association using a design created by U.S. Bank. U.S. Bank shall bear all costs and expenses for the design, printing and production of the Card carriers and packaging provided for Standard Programs. For Custom Programs Client shall bear any additional design, manufacturing, printing and operating expense incurred as a result of the design of the Reward Card carriers requested by Client. U.S. Bank shall have the right to approve Reward Card carriers, other Reward Card packaging and advertising materials, which approval shall not be unreasonably withheld or delayed.

4.4 U.S. Bank Operational Responsibilities. U.S. Bank shall administer and be responsible for all operational aspects of the Program as set forth in Exhibit A and including without limitation, Account set-up, plastic issuance, Account reconciliation, Cardholder telephone and internet inquiries, charge-back processing, interaction with the National Association system, computer processing, and collections. U.S. Bank shall take all reasonable efforts to cause the Program to comply with Applicable Law in all material respects, including, but not limited to, compliance with applicable state escheatment laws. In review of such Applicable Law, should U.S. Bank find that the issuance of Reward Cards in any particular state could be detrimental to the overall success of the Program, or that the issuance of such Cards in any particular region or state might violate existing or future Applicable Law, U.S. Bank will notify Client of such findings, and retain the right to cease or prevent the issuance of Reward Cards in that state or region. Should U.S. Bank decide to cease issuing Reward Cards in a particular state or region, U.S. Bank will so notify Client and Client shall, within ten (10) days (unless the parties agree to a different time period in writing), cease use of the Program and the Reward Cards in that area. Client agrees to notify U.S. Bank of any intention to use the Program and the Reward Cards in a new state or region at least ninety (90) days prior to the preferred time of issuance so that all laws can be reviewed.

4.5 Provision of Program Information.

(a) U.S. Bank shall provide information to Client for each month in which Reward Cards are issued and outstanding, including but not limited to enrollment and load verification reports. Information provided under this Section 4.5(a) shall be provided by through U.S. Bank's hosted and proprietary prepaid administrative web portal or in such other form as may be mutually agreeable to the parties, no later than the

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first Business Day after the fifteenth (15<sup>th</sup>) day of the month following the month to which such information pertains.

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

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

#### 4.6 U.S. Bank Customer Service.

(a) U.S. Bank shall maintain an adequately trained staff to cooperate with Client in servicing of Client, Cardholder and customer inquiries and complaints arising in connection with Reward Cards and other aspects of the Program, in accordance with U.S. Bank's established customer service procedures and Applicable Law.

(b) U.S. Bank shall be responsible for providing to Cardholders information regarding the Cards, including the Load Value, transactions that have occurred, and balance remaining. This will be provided to the Cardholders via the Internet and, at U.S. Bank's discretion, through an IVR system and live customer representatives.

4.7 Compensation. U.S. Bank will collect from Cardholders all applicable fees associated with the use and servicing of the Cards and Accounts, and will collect from Client all Load Values and Program fees. U.S. Bank shall charge Client and Cardholders according to the fee schedule set forth in Exhibit B. U.S. Bank reserves the right to change the Cardholder fee schedule at its sole discretion. Notwithstanding anything to the contrary contained herein, should (i) any modification in Applicable Law, or issuance of any order, rule or regulation by any regulatory agency, National Association, or administrative body or the decision or order of

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any court of competent jurisdiction that is controlling or binding on U.S. Bank, cause U.S. Bank to suffer adverse financial consequences with respect to the Program or (ii) U.S. Bank's revenue generated from the Program decrease at least five percent (5%) as compared to the same period during the immediately preceding fiscal year, then U.S. Bank may require Client to enter into good faith negotiations with U.S. Bank to modify certain fees charged to Client or U.S. Bank may modify fees charged to Cardholders. Client and U.S. Bank shall enter into such good faith negotiations within one (1) month after U.S. Bank's notice to Client, and if U.S. Bank and Client do not enter into an amendment to this Agreement to effect the modifications contemplated herein within two (2) months after U.S. Bank's notice to Client, U.S. Bank may terminate this Agreement upon thirty (30) days' notice to Client.

**ARTICLE V. RESPONSIBILITIES OF CLIENT**

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

5.1 Prior to Program Launch. To help the federal government of the United States of America fight the funding of terrorism and money laundering activities, federal law of the United States of America requires all financial institutions to obtain, verify and record information that identifies each person or entity that opens an account. Accordingly, prior to the Program Launch Date, Client shall provide to U.S. Bank its legal entity name, street address, taxpayer identification number and other information that will allow U.S. Bank to identify Client prior to establishing an Account funded by Client. U.S. Bank reserves the right to require that Client promptly provide to U.S. Bank sufficient identification documents upon request in connection with its compliance with Applicable Law.

5.2 Client Marketing Responsibilities by Client. With U.S. Bank's support, Client shall arrange for and coordinate the marketing and promotion of the Reward Cards to its clients and customers who may be eligible to become Cardholders, through existing or other means deemed appropriate by Client, but subject to prior written approval by U.S. Bank. Client will not distribute any such marketing or promotional material unless such material has been reviewed and approved by U.S. Bank prior to its distribution to clients or customers. U.S. Bank agrees Client may, subject to U.S. Bank's review and approval, distribute, market, and use promotional material to help promote its rewards program to its staff, students, and families.

5.3 Provision of Client Plan Criteria. Upon U.S. Bank's request, Client shall provide to U.S. Bank the Client Plan Criteria and associated materials.

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



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5.5 Transmission of Batch Enrollment File and Account Representatives. Client shall transmit to U.S. Bank, per U.S. Bank specifications, a Batch Maintenance File (a “BMF”) or other suitable file as agreed to by U.S. Bank, containing the enrollment information for each Cardholder. This BMF will contain the specific and required data to enable U.S. Bank to issue Reward Cards to Cardholders according to the defined Program. Such file enrollments shall be made only by authorized employees (“Account Representatives”). The Account Representatives shall be responsible for the initial transmission of the BMF as well as the correction of any errors in data or transmission made by the Client or Client’s agents or customers.

5.6 Reward Card Minimum Orders and Security. Client shall purchase Reward Card inventory in an agreed upon minimum amount of Reward Cards. All Reward Card inventory shall be held securely by Client prior to transfer to Cardholders, and any loss, destruction, or damage to the Reward Card inventory while in Client’s possession or under Client’s control shall be at the sole risk and liability of Client.

**ARTICLE VI. PROGRAM AND CARD POLICIES AND ATTRIBUTES**

6.1 U.S. Bank’s Responsibilities and Rights. U.S. Bank shall have full responsibility for, and shall control all policies, activities and decisions with respect to all Reward Cards and Accounts, including without limitation all fees and charges, customer service, Card issuance and cancellation, and debt collection. Client shall not be liable for fraudulent activities on the part of Cardholders, except where the fraud occurs during the enrollment or issuance of the Card or where such activity is due to negligence or willful misconduct by Client agents or employees. Client shall, in a timely manner, refer to U.S. Bank any and all inquiries regarding any aspect of a Reward Card or Account, and any other inquiries regarding any other aspect of U.S. Bank’s stored value card operations. Client understands and agrees that U.S. Bank may only have Account number, Card balance and transaction information and may not have specific Cardholder information related to an individual Card or Account.

6.2 Program Software and Other Attributes. All Program specifications, materials, plans and other Program attributes developed or utilized by U.S. Bank in connection with the Program and related services, and all related software and other documentation, except for that which is the property of Client, are and shall remain the proprietary property of U.S. Bank and, as applicable, its third-party vendors, and shall constitute Confidential Information belonging to U.S. Bank.

6.3 Cross Marketing. U.S. Bank and its Affiliates shall have the right to market any product or service offered directly or indirectly by U.S. Bank or its Affiliates to any Cardholder.

**ARTICLE VII. RESERVED**

**(ATTACHMENT 2) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS****ARTICLE VIII. INDEMNIFICATION**

8.1 Indemnification Obligations. From and after the date of this Agreement, each party (the “Indemnifying Party”) shall indemnify, defend and hold the other party (the “Indemnified Party”), all its corporate parents, Subsidiaries and Affiliates and all of its and their employees, subcontractors, agents, officers, directors and shareholders harmless against: (a) any and all out-of-pocket expenses or losses, liabilities, damages, costs or other direct expenses or claims or counterclaims of third persons or entities directly related or attributable to (i) the Indemnifying Party’s or its agent’s or employee’s violation (or act causing the other party to be in violation) of any Applicable Law, or such parties’ fraud or willful misconduct; (ii) the Indemnifying Party’s breach of any covenant or warranty made by the Indemnifying Party in this Agreement; (iii) any material misrepresentation of Indemnifying Party in this Agreement or any material misrepresentation in or omission from any document, certificate or information furnished or to be furnished by Indemnifying Party under this Agreement; and (iv) any products or services offered, provided, manufactured, marketed, distributed, advertised, promoted or issued by or on behalf of Indemnifying Party (including without limitation the Reward Cards) or based upon use of the Client Trademarks or U.S. Bank Trademarks, as applicable, by or on behalf of Indemnifying Party; (b) any losses due to any fraudulent activity on the part of any employee or agent of Indemnifying Party; (c) any claims brought by any Indemnified Party’s customer, Cardholder, employee or other third party based upon Indemnifying Party’s failure to make any payment to such customer, Cardholder, employee or other third party (including, without limitation, applicable escheatment obligations with respect to any State); and (d) any and all actions, suits, proceedings, demands, assessments, judgments, costs and expenses, and any reasonable attorneys’ fees, consultant’s fees or court costs incident to any of the foregoing, except for any loss due to the negligence or willful misconduct of the Indemnified Party or its agents or employees.

8.2 Indemnification Procedures. The Indemnified Party will notify the Indemnifying Party in a reasonably prompt manner of any claim that is asserted and each action or suit that is filed or served (any of the foregoing being a “Claim”) for which the Indemnified Party is seeking indemnification pursuant to this Article VIII. The Indemnifying Party may thereafter assume control of such Claim, provided, that the Indemnified Party will have the right to participate in the defense or settlement of such Claim. The Indemnifying Party shall notify the Indemnified Party of the settlement terms prior to a settlement being finalized. Consent is encouraged but is not required by the Indemnified Party. Neither the Indemnifying Party nor the Indemnified Party may settle such Claim or consent to any judgment with respect thereto without the consent of the other party hereto, which consent may not be unreasonably withheld or delayed. The Indemnified Party will provide the Indemnifying Party with a reasonable amount of assistance in connection with defending or settling any such Claim.

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9.1 Obligations. As of the date of this Agreement, U.S. Bank and Client represent and warrant to each other as follows as to itself:

(a) It has full right, power and authority to enter into and perform this Agreement in accordance with all of the terms and provisions hereof, and that the execution and delivery of this Agreement has been duly authorized, and the individuals signing this Agreement on behalf of it are duly authorized to execute this Agreement in the capacity of his or her office, and to obligate and bind it, and/or its Subsidiaries and Affiliates, in the manner described;

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

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

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

(e) Client represents and warrants to U.S. Bank that it will not market, promote, sell or otherwise make available, any Reward Card to general consumers for purchase, and that each Cardholder is a bona fide recipient of certain funds from Client as determined pursuant to the Client Plan Criteria, and that no Cardholder shall be permitted to purchase, or otherwise provide funds to be loaded to, a Reward Card.

9.2 Legal Compliance. Each party is now in compliance and will remain in compliance at all times with Applicable Law. Each party understands and agrees that it shall be responsible for its own compliance with Applicable Law and the costs associated therewith. Client has the sole responsibility to determine if the intended use of the Program, to include Client's selection of system options and programming to dispense funds or payments, is an appropriate way to dispense such funds, and to determine if any Applicable Law prohibits or otherwise controls the disbursement of such funds using a prepaid or stored value card.

9.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, U.S. BANK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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10.1 Confidential Information. In performing its obligations pursuant to this Agreement, each party may have access to or receive disclosure of certain confidential information about or proprietary material of the other party, including, but not limited to: such party's trade secrets, marketing philosophy and objectives, promotions, financial results, technological developments, customer names and addresses and other customer identification information, or prepaid debit card account numbers or account information and other similar confidential and/or proprietary information and materials (hereinafter "Confidential Information"). All Program specifications, materials, plans and other Program attributes developed or utilized by U.S. Bank in connection with the Program and related services, and all related software and other documentation, are and will remain the proprietary property of U.S. Bank, and will constitute Confidential Information belonging to U.S. Bank. Without limitation, , Cardholder Data, the names, addresses, telephone numbers and other Cardholder identification, Cardholder Account information, Cardholder Account numbers, and the information provided to Client pursuant to this Agreement, are Confidential Information belonging to U.S. Bank.

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

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

10.4 Confidentiality of Agreement Terms. Neither party will disclose to any person or third party (other than as expressly permitted pursuant to this Article X) the terms or conditions of this Agreement or any amendments, supplements or modifications hereto or the business relationship between U.S. Bank and Client without the prior written consent of the other party and except as necessary to enforce this Agreement or obtain damages or other relief hereunder. Client will not use U.S. Bank's identity, directly or indirectly, in any advertisements, metatag, news releases or releases to any professional or trade publications or media source without U.S.

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Bank's prior written approval, which approval may be withheld in U.S. Bank's sole and complete discretion.

10.5 Additional Confidentiality Obligations. During the term of this Agreement and thereafter, Confidential Information is to be used solely in connection with satisfying the parties' obligations pursuant to this Agreement, and shall be held in confidence. The parties will not disclose such Confidential Information to any third party, without the written consent of the other party, except that either party may disclose Confidential Information during the course of any independent or regulatory audit in which information disclosed remains non-public. The parties may mark documents containing Confidential Information with applicable language or stamps, such as "Confidential" or "Proprietary." All Confidential Information furnished by the parties to each other in connection with this Agreement is the exclusive property of the furnishing party, and, at the request of that party or upon termination of this Agreement, the other party shall promptly return to the furnishing party all such information without copying such information. Without the prior written consent of the other party, neither party will disclose, furnish, or use in any way whatsoever not specifically contemplated hereunder. Each party shall take measures to prevent its agents, employees and subcontractors from using, any Confidential Information to which it becomes privy.

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

10.7 Data Security Policy and Procedures.

(a) Both parties shall establish data security policies and procedures to ensure compliance with this section and that are designed to (a) ensure the security and confidentiality of Cardholder Data; (b) protect against any anticipated threats or hazards to the security or integrity of Cardholder Data; and (c) protect against unauthorized access to or uses of Cardholder Data that could result in substantial harm or inconvenience to any Cardholder. If a party becomes aware of any unauthorized access to any sensitive Cardholder Data, then such party shall take appropriate actions to address such unauthorized access, including but not limited to promptly notifying the other party of any such incident.

(b) U.S. Bank and Client shall promptly notify the other following discovery or notification of any actual breach of security. The party that suffers the breach of security (the "Affected Party") agrees to take action promptly, at its own expense, to investigate the breach of security, to identify and mitigate the effects of any such breach of security and to implement reasonable and appropriate measures in response to such

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breach of security, including, but not limited to, immediate remedial action designed to prevent any future such occurrence. The Affected Party also shall provide the other party with all reasonably available information regarding such breach of security to assist the other party in implementing its response to such breach of security, including, but not limited to, the action taken by the Affected Party in response to such breach of security. The Affected Party, to the extent required by Applicable Law, shall notify affected Cardholders of the breach of security; provided, however, that if the breach of security relates to Cardholder Data, then U.S. Bank shall determine (i) whether U.S. Bank or Client will send any required notice and (ii) the content of any such notice. In either case, the Affected Party shall bear all costs related to such notice

(c) Cardholder Data may only be used for enrollment or as required by applicable law. Each party shall maintain appropriate business continuity procedures and systems to ensure availability and security of Cardholder Data in the event of a disruption, disaster or failure of such party's primary data systems.

(d) The parties' compliance with this Section expressly survives termination or expiration of this Agreement. Each party shall indemnify, defend and hold the other party harmless from any fines and penalties resulting from the indemnifying party's violation of this Section. Destruction of Cardholder Data must be completed in accordance with instructions provided by U.S. Bank and the provisions of this Agreement.

10.8 Trade Secrets. The U.S. Bank Processing System (the "System") consists of computer programs, procedures, forms and other related materials that have been acquired or developed by U.S. Bank through the expenditure of a great amount of time, effort and money. Client acknowledges that the foregoing are trade secrets which are of great value to U.S. Bank, and disclosure to others of any of the programs, procedures, forms and other related materials with respect to the System will result in loss and irreparable damage to U.S. Bank. Client therefore agrees not to disclose to others any information regarding the System, except as required in the proper performance of this Agreement. All specifications, tapes, programs and other related materials developed in connection with this Agreement will be the property of U.S. Bank and shall be destroyed in accordance with instructions provided by U.S. Bank or returned to U.S. Bank upon the termination of this Agreement.

10.9 Monitoring. Client must permit U.S. Bank to monitor and/or audit Client's compliance with this Article during regular business hours upon not less than 48 hours' notice to Client and provide U.S. Bank copies of audits and system test results acquired by Client in relation to the data security policies and procedures designed to meet the requirements set forth above.

10.10 Equitable Relief. It is understood and agreed that money damages would not be a sufficient remedy for any breach of this Article X by any party or by any other person or entity receiving Confidential Information pursuant to this Article X and that the party whose Confidential Information is disclosed or used in violation of this Article X shall be entitled to

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claim injunctive or equitable relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Article X to the Agreement, but shall be in addition to all other remedies available to such party at law or equity.

**ARTICLE XI. TERM AND TERMINATION**

11.1 Term. The initial term of this Agreement shall be three (3) years after the Effective Date (the “Initial Term”). Notwithstanding the termination of this Agreement, the terms and conditions of all agreements between U.S. Bank and Cardholders will remain in effect. At least 90 days prior to the expiration of this Agreement, the Parties shall complete a renewal or extended Agreement; otherwise, this Agreement shall terminate on the expiration date of this Agreement.

11.2 Termination for Excusable Delay. Either party, if in compliance with its obligations under this Agreement or excused from compliance hereunder, may terminate this Agreement in the event of excusable delay by the other party in the performance of its obligations pursuant to Section 14.14, which delay continues for sixty (60) consecutive days.

11.3 Termination for Material Breach. In addition to those termination rights contained in specific clauses of this Agreement, either party, if in compliance with its obligations under this Agreement or excused from compliance hereunder, may terminate this Agreement if the other party is in default under this Agreement and such default is deemed material by the non-defaulting party in its reasonable judgment. In the event either party wishes to terminate this Agreement for the reasons specified in this Section 11.3, such party (“Sending Party”) shall give written notice (“Remedy Notice”) to the other party (“Other Party”). The Remedy Notice shall specifically state the reason or reasons why the Sending Party believes the Other Party is in material default under this Agreement and wishes to terminate this Agreement, and shall request such Other Party to specify the act or acts which it will accomplish to cure the cited material defaults. The Other Party shall then have a period of forty-five (45) days from its receipt of the Remedy Notice to cure the cited material default, or if such material default cannot be cured in such forty-five (45) day period, specify to the Sending Party the act or acts which such Other Party will accomplish in order to cure the cited material default. In the event the default is not cured by the end of such forty-five (45) day period and the Sending Party does not at the end of such forty-five (45) day period approve the acts, if any, proposed by the Other Party as curing the cited material default, which approval shall not be unreasonably withheld, the Sending Party may then immediately terminate this Agreement by giving the Other Party another written notice (“Termination Notice”) stating that this Agreement is terminated under the provisions of this Section 11.3. In such event, termination shall be effective upon receipt of the Termination Notice delivered in accordance with Section 14.7.

11.4 Termination for Insolvency; Unique Services. This is an agreement for certain unique services. Either party, if in compliance with its obligations under this Agreement or excused from compliance hereunder, may terminate this Agreement immediately in the event of the other party’s (a) insolvency, receivership, or voluntary or involuntary bankruptcy or institution of proceedings therefore; (b) assignment for the benefit of creditors a substantial part of that party’s property; or (c) a substantial part of the other party’s property becoming subject to

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any levy seizure, assignment, or sale for or by any creditor or governmental agency without being released or satisfied within thirty (30) days thereafter.

11.5 Termination by Reason of Regulation. Either party may terminate this Agreement or curtail or restrict its operations hereunder at any time with fifteen (15) days' notice to the other without liability, except for liabilities accrued prior to the termination, upon the issuance of any order, rule or regulation by any regulatory agency, National Association, or administrative body or the decision or order of any court of competent jurisdiction that is controlling or binding on the notifying party prohibiting any or all of the services contemplated in this Agreement, or if such order, rule or regulation restricts the provision of such services so as to make the continued provision thereof unprofitable or undesirable, or will be unduly restrictive to the business of the notifying party or will require burdensome capital contributions or expenditures.

11.6 Termination for Risk. U.S. Bank may terminate this Agreement or curtail or restrict its operations hereunder (including, without limitation, ceasing the Program in particular jurisdictions) at any time with fifteen (15) days' notice to Client without liability, except for liabilities accrued prior to the termination, upon U.S. Bank's determination, in its sole discretion, that Client's activities relating to the Program may subject U.S. Bank and/or Client to legal, regulatory and/or reputational risk.

**ARTICLE XII. POST-TERMINATION PROVISIONS**

12.1 Account Ownership. Upon termination of this Agreement for any reason, U.S. Bank shall retain the rights and interest in all Accounts and shall have the right to solicit any Cardholder or convert any Reward Card and related Account to any other prepaid card or account issued by U.S. Bank or any Affiliate of U.S. Bank, and to exercise all rights of ownership with respect thereto, subject to applicable law. U.S. Bank will have no obligation to assign new account numbers to replacement Reward Cards.

12.2 Wind-down of Operations. Following termination of this Agreement, U.S. Bank will no longer accept requests to issue a Reward Card. U.S. Bank shall have the use of Client Trademarks as provided in Section 3.1 through expiration of the last Card issued. Notwithstanding the foregoing, Client understands and agrees that U.S. Bank will have no obligation to replace any Reward Cards (which contain Client Trademarks) that were previously issued to Cardholders prior to the natural expiration date of such Reward Cards, except for any Reward Cards that are replaced prior to their natural expiration date due to damage/lost/stolen reason or unless U.S. Bank otherwise chooses to replace all such Reward Cards.

**ARTICLE XIII. DEFAULT AND DAMAGES**

13.1 Damages. In the event that any party defaults in any of its obligations under this Agreement, in addition to any other remedies provided pursuant to applicable law, including without limitation termination, the non-breaching party shall be entitled to recover from the breaching party the actual damages which the non-breaching party may incur on account of such



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breach, including without limitation reasonable attorneys' fees and expenses, court costs and the fees and expenses of consultants incurred in connection with any judicial or arbitration proceedings relating to such breach.

13.2 Limitation of Liability. NEITHER PARTY MAY ASSERT A CLAIM AGAINST THE OTHER PARTY MORE THAN ONE YEAR FROM THE DATE THE CLAIMING PARTY HAS OR SHOULD HAVE ACTUAL KNOWLEDGE OF THE FACTS GIVING RISE TO SUCH CLAIM. EXCEPT FOR LIABILITIES ARISING UNDER SECTION 8.1 IN THE CASE OF THIRD-PARTY CLAIMS, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, ADDITIONAL, OR PUNITIVE DAMAGES ARISING OUT OF PERFORMANCE OR NONPERFORMANCE UNDER, OR OTHERWISE ARISING IN CONNECTION WITH, THIS AGREEMENT.

**ARTICLE XIV. ADDITIONAL PROVISIONS**

14.1 Relationship of the Parties. In performing their responsibilities pursuant to this Agreement, the parties are in the position of independent contractors. U.S. Bank has no relationship to Client other than as set forth in this Agreement. Client shall have no right to bind or obligate U.S. Bank in any manner. U.S. Bank shall not have the right to bind or obligate Client in any manner. Nothing in this Agreement is intended to create, nor shall anything herein be construed as creating, a partnership, joint venture or agency relationship between U.S. Bank and Client.

14.2 Use of Third-Party Service Providers. U.S. Bank may use any subcontractor or vendor to perform its obligations under this Agreement, but such use may not result in the direct control of Program administration residing outside U.S. Bank. U.S. Bank will provide written notice to Client of any change in vendor that has a material impact on Client's obligations and responsibilities under this Agreement.

14.3 Assignment. Neither party shall assign or delegate any of its rights or obligations under this Agreement without the other party's prior written consent, except that: (a) U.S. Bank may assign or delegate this Agreement and any of its rights or obligations hereunder to any U.S. Bancorp Affiliate, Subsidiary, corporate parent, successor by merger, or successor-in-interest which has the authority to operate the Program in the manner operated by U.S. Bank under this Agreement without prior notice to or consent of Client; and (b) Client may assign its rights and delegate performance of its obligations to any corporation to which substantially all of the assets of Client are transferred or that is the successor to Client by merger or otherwise without the consent of U.S. Bank.

14.4 Successor and Assigns. This Agreement shall be binding upon and inure to the benefits of the parties' respective successors and assigns subject to the terms of Section 14.3.

14.5 Survival of Obligations, Rights and Remedies. In addition to the survival of specific clauses as set forth in the terms of this Agreement, the obligations and remedies of the parties set forth in Articles VIII, X, XII, XIII and Section 5.4(h) of this Agreement and all rights

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and obligations of either party which may have arisen or accrued prior to termination shall survive termination of the Agreement.

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

14.7 Notices. Any notice required or permitted by this Agreement to be given to either party by the other, shall be deemed served, given and received when personally delivered to such party, or in lieu of such personal service, when deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or sent by commercial courier, prepaid, and received, or upon expiration of three (3) days from the date of mailing or sending, whichever is earlier, addressed to the recipient at the address shown below for the party to whom such notice is given, or addressed to any other person or address of which the party to receive such notice has notified the other party, pursuant to the provisions of this Section 14.7:

If to U.S. Bank:

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

Copy to:

U.S. Bank Corporate Counsel  
800 Nicollet Mall – BC-MN-H21N  
Minneapolis, MN 55402  
Attn: Retail Payments Solutions Counsel

If to Client:

Milwaukee Board of School Directors  
5225 W. Vliet Street, Room 160  
Milwaukee, WI 53208  
Attn: Comptroller, Office of Finance

Copy to:

Milwaukee Board of School Directors  
5225 W. Vliet Street, Room 160  
Milwaukee, WI 53208  
Attn: Contract Law Specialist

14.8 No Implied Waiver. No failure by either party to insist upon strict performance of any term or obligation set forth in this Agreement or to exercise any right or remedy under this Agreement, nor acceptance of full or partial performance during continuance of a default, shall constitute a waiver of any such term, obligation, right or remedy, or a waiver of any such default, by the party entitled to rely upon such term or performance of such obligation, to assert such right or remedy, or to act upon such default.

14.9 Severability. Should any provision of this Agreement contravene any law, or valid regulation or rule of any regulatory agency or self-regulatory body having jurisdiction over either party hereto (including without limitation National Association rules) or should any provision of this Agreement otherwise be held invalid or unenforceable by a court or other body of competent jurisdiction, then each such provision shall be automatically terminated and

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

14.10 Amendments. Except as specifically provided elsewhere in this Agreement, no amendment to this Agreement shall be effective or bind any party unless set forth in writing and signed by the duly authorized representatives of the parties.

14.11 Compliance with National Association Regulations. In connection with their performance hereunder, U.S. Bank and Client will comply with applicable National Association regulations as in effect from time to time. To the extent any provision of this Agreement conflicts with such regulations at any time, this Agreement shall be deemed amended to conform to such regulations.

14.12 Incorporation by Reference. Each Exhibit referred to herein is hereby expressly incorporated herein in its entirety and made a part of this Agreement. All defined terms under this Agreement shall have the same meaning in the Exhibits.

14.13 Construction. If and when the context of this Agreement requires, all words used in the singular shall be construed to have been used in the plural, and vice versa, and a reference to a particular gender shall be deemed to include any other gender. All references herein to a party shall mean a party to this Agreement unless the context indicates otherwise. The order of the provisions and the captions or headings contained in this Agreement are for convenience only and do not constitute a limitation of the terms hereof.

14.14 Excusable Delays and Force Majeure. Any delay hereunder shall be excused to the extent approved in writing by the parties. Any delay in the performance by either party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such party, including without limitation any act of God; any fire, flood or weather condition; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, however, that written notice thereof must be given by such party to the other party within thirty (30) days after the occurrence of such cause or event.

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

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

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14.17 Entire Agreement. Each party hereto has read this Agreement, understands it and agrees to be bound by its terms and conditions. This Agreement supersedes all prior verbal or written agreements between the parties and now constitutes the complete and exclusive statement of the terms and conditions between the parties covering the performance hereof, it cannot be altered, amended or modified except in a writing executed by a duly authorized representative of each party.

14.18. Prohibited practices.

A. During the period of this Agreement, US Bank shall not knowingly hire, retain or use for compensation any member, officer, or employee of Client's to perform services under this Agreement, or any other person who, to the knowledge of US Bank, has a conflict of interest. If said conflict is discovered, US Bank shall notify Client immediately.

B. US Bank hereby attests it is familiar with Client's Code of Ethics, providing in pertinent part, "[a]n employee of Milwaukee Public Schools may not accept any gift or gratuity in excess of \$25.00 annually from any person, persons, group or any firm which does business with or is attempting to do business with MPS."

C. No person may enter into this Agreement for services that Client's employee would otherwise perform as an employee.

D. U.S. Bank shall not knowingly allow any current or former Client employee to perform services on this Agreement (such as negotiation of this Agreement or in a decision-making position at U.S. Bank as it relates to terms or services of this Agreement) without the prior written consent of the MPS Chief Human Capital Officer or his/her designee.

14.20. Public records. Both parties understand that Client is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, et seq. US Bank acknowledges that it is obligated to assist Client in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that US Bank must defend and hold Client harmless from liability under the law. Except as otherwise authorized, those records shall be maintained for a period of seven years after origination of the record(s) under this Agreement.

14.21 Agreement Compliance Requirements. The HUB requirement on this Agreement is 0%. The student engagement requirement of this Agreement is 0 hours. The career education requirement for this Agreement is 0 hours. Failure to achieve these requirements may result in the application of some or all of the sanctions set forth in Client's Administrative Policy 3.10, which is hereby incorporated by reference.

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

U.S. BANK NATIONAL ASSOCIATION

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

Name: \_\_\_\_\_

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

MILWAUKEE BOARD SCHOOL DIRECTORS

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

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Name: \_\_\_\_\_

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

Date:

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

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**(ATTACHMENT 2) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS****Exhibit A  
Program Description****Core Elements**

The Program shall have the following core elements:

- ❑ The Reward Card shall be a National Association-branded card, following all National Association “Prepaid Card” regulations and program guidelines.
- ❑ There shall be no general purchase restrictions placed on the Card.
- ❑ Standard and required MCC Blocks per Visa regulations will be applied.
- ❑ The Card shall carry Client’s Cardholder name, U.S. Bank’s name and/or trademarks, and a 4<sup>th</sup> embossed line.
- ❑ Cards cannot be used to obtain cash.

**U.S. Bank Operational Responsibilities**

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

- ❑ U.S. Bank will be responsible for the initial training of Client Trainer.
- ❑ U.S. Bank will provide a Batch Enrollment File Template and upload instructions.
- ❑ U.S. Bank will provide reporting to Client including enrollment confirmations and program summary information.
- ❑ U.S. Bank will administer the initial roll out of the Reward Card Program and support the marketing efforts surrounding the Program.
- ❑ U. S. Bank will gain approval and order the Reward Card stock for Client.
- ❑ U.S. Bank will provide the software and network needed to support the issuance of Reward Cards.
- ❑ U.S. Bank will manage the account settlement for both loading of value to the Reward Cards and the processing/settlement of transactions performed on the Reward Cards through the National Association’s network.
- ❑ A U.S. Bank hosted web site will be provided to view balance and transaction history. 24/7 Voice Response Unit access to Cardholders will be available via a dedicated toll-free telephone number. Core features will include: Card activation, account balance, ability to report a card lost/stolen, recent transactions, and tips on how to use the Reward Card.

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- ❑ Live customer service agents shall be available to service Cardholders via a dedicated toll-free telephone number.
- ❑ A program manager for the Program shall be assigned at U.S. Bank.
- ❑ U.S. Bank shall cover costs of all Card processing.

**Client Operational Responsibilities**

Client shall be specifically responsible for the following operational issues:

- ❑ Client shall actively promote the permitted use of the Program.
- ❑ Client will provide ongoing training of their employees.
- ❑ Client shall designate or open a Program Account for purposes of daily settlement and shall maintain a balance of good funds of no less than the Program Account Minimum Balance.
- ❑ Client shall transmit per U.S. Bank specifications the Batch Maintenance File used for enrollment, load, and issuance of Reward Cards.
- ❑ A program manager for the Program shall be assigned at Client.

**Rollout**

- ❑ The timing and success of the rollout of the Program is dependent upon Client's cooperation and employment of sufficient resources for the performance of those functions required of Client hereunder and Client's compliance with U.S. Bank's instructions or requirements.
- ❑ The targeted testing date(s) and Program Launch Date are set forth below and are subject to change by the mutual agreement of parties:
  - Program "Friendly User" Testing \_\_\_\_\_
  - Program Launch Date \_\_\_\_\_

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**Exhibit B**  
**Cardholder Pricing and Client Fees**

**Items billed to Cardholders:**

The following items are billed to the Client and the Cardholder. U.S. Bank has the right to change fees limited to ATM and/or Cash Advance Interchange, if offered, or POS processing fees, in the event that there are changes to the cost of providing these said services.

Item/Activity	Fee
<b>CLIENT</b>	
Standard <i>Plastic</i> Card Design Package Fee Ordered via the Administrative Portal and Rewards Connect – Includes: Card, card carrier, envelope, activation label, embossing, Cardholder Terms and Conditions 4 <sup>th</sup> embossed line shall read: “MPS Vaccine Reward”	\$2.75/card
<i>Plastic</i> Card Delivery Fee Ordering via Administrative Portal	\$0.00 (Included in price per card)
Month Program Service Fee	N/A
Administrative Portal <i>Plastic</i> Program Co Brand/Logo One Time set up fee includes: 19 characters embossed, one color hot stamped logo, IVR & Website	\$525
Administrative Portal <i>Plastic</i> Program Custom Carrier Template One Time set up fee includes: Fully custom carrier with carrier message	\$725
<b>CARDHOLDERS</b>	
Administrative Portal <i>Plastic</i> Program Monthly Account Maintenance Fee (Begins in the 13th month following the month of card funding and continues as long as a balance remains thereafter) 24-month card expiration is standard	\$3.00
Rewards Connect <i>Plastic</i> Program Monthly Account Maintenance Fee	N/A
<i>Digital</i> Program Monthly Account Maintenance Fee	\$0.00
<b>Point of Sale Fees</b>	
VISA Signature-Based POS Transactions	\$0.00
PIN-Based POS Transactions (if available)	\$0.00
Cash Back with Purchase at Participating Merchants	N/A
<b>Cash Withdrawal Fees</b>	
ATM Withdrawals - Domestic	N/A
ATM Withdrawals – International	N/A
Teller-Based Cash Withdrawals	N/A
<b>Customer Service and Miscellaneous Fees</b>	
Customer Service – Unlimited Web-Based Service	\$0.00
- VRU Calls	\$0.00
- Live Rep Calls	\$0.00
Domestic ATM Balance Inquiries & ATM Declines	N/A
International ATM Balance Inquiries & ATM Declines	N/A
Account Overdraft Fee	N/A
Foreign Transaction Fee Only Applicable to Card Program Type	3%



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Plastic Card Replacement for lost/damaged cards	\$15.00
Escheatment Fee	\$15.00

**Total compensation:****RESERVED ACCOUNT FOR REWARDS:**

Reward payment shall not be made if funds are insufficient. Client's Program Account shall not have a minimum balance requirement or transaction limit. However, maximum amount of Program Account **shall not exceed \$3,120,500.00** (based on 31,205 Cardholder x \$100 each).

**CARD FEE:**

Compensation **shall not exceed \$ 85,813.75** (31,205 cards x \$2.75 per card) for the Initial Term (first year) for the card fee as outlined above. MPS reserves the right to determine in its sole discretion whether services have been adequately and fully delivered; to withhold payment until services are fully and adequately delivered; or to disallow a pro rata share of payments for services not fully and adequately delivered.