PREPAID DEBIT CARD AGREEMENT

This Prepaid Debit Card Agreement (inclusive of all exhibits, this "Agreement") is entered into effective March __, 2019 (the "Effective Date") by and between U.S. Bank National Association, a national banking association ("U.S. Bank"), with its principal place of business at 425 Walnut Street, Cincinnati, OH 45202, and the Office of the State Treasurer ("OST"), on behalf of the Delaware Cash Management Policy Board (the "Board," and together with OST, the "Client"), with its principal place of business at 820 Silver Lake Blvd., Suite 100, Dover, DE 19904.

RECITALS

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

Client is a government agency dispensing government payments to individual recipients; and

Client wishes to participate in a program involving the issuance of National Association-branded prepaid debit cards to eligible Cardholders; and

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

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 in this Agreement, the following terms are defined as follows:

"Account" means a prepaid debit card account funded through periodic deposits made by Client and accessible through the use of a prepaid debit card issued and serviced by U.S. Bank.

"Account Representative(s)" has the meaning provided in Section 5.3.

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

"Affiliate" means (i) with respect to Client, any officer, agency or instrumentality of the State of Delaware, 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 of this Agreement or after.

"Business Day" means any day (other than a Saturday, Sunday or Federal legal holiday) on which national banks are permitted to be open in the United States.

"Cardholder" means a person who receives Disbursements from Client and who requests and receives a Card.

"Card" means a prepaid debit product which operates off of a centralized funds pool with an individual account set up for each participating Cardholder and which bears U.S. Bank Marks and Visa Service Marks or Mastercard Marks, and includes, without limitation, the RII Cards (notwithstanding the foregoing, to the extent there is conflict in terms with respect to RII Cards, the terms referring to "RII Cards" shall control over the terms referring to "Cards").

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

"Client Marks" means Client's name, as well as any other trademark or service mark owned by Client.

"Confidential Information" has the meaning set forth in Section 10.1.

"Control" means 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.

"Disbursement" means funds deposited onto the Card by Client.

"DTI Exhibits" means Exhibits 2, 3 and 4 to the STCs.

"Load Value" means the dollar value to be loaded onto a Cardholder's Account based on the Cardholder's Disbursement amount, as determined by Client.

"Mastercard Marks" means all names, trademarks, and service marks owned by Mastercard Worldwide and its subsidiaries in the United States.

"National Associations" means Visa U.S.A., Inc., Visa International, Inc., and Plus System, Inc.; or Mastercard International Inc., Maestro and Cirrus System, Inc.

"PLUS SYSTEM Mark" means the service marks "PLUS SYSTEM" and a certain diamond design, which are registered as United States Registration No. 1,116,468 dated April 10, 1979 for PLUS SYSTEM, Registration No. 1,120,179 dated June 12, 1979 for a diamond design,

Registration No. 1,117,432 dated May 1, 1979 for PLUS SYSTEM used in conjunction with the diamond design, and all of which are owned by Visa International Inc.

"Program" means the program between U.S. Bank and Client for the issuance of Cards to Cardholders, according to the terms of this Agreement, and includes, without limitation, the RII Program.

"Program Launch" means the date the first Disbursement is made onto a Card under the Program (for avoidance of doubt, loads made to any test cards in connection with the Program are not "Disbursements" for the purposes of this definition).

"FOIA" shall mean the Delaware Freedom of Information Act, 29 *Del. C.* § 10001-10007.

"Requirements of Law" means with respect to any party hereto, any law, ordinance, statute, treaty, rule, judgment, regulation or other determination or finding of or agreement with any arbitrator, court or other governmental authority applicable to or binding upon such party or to which such party is subject, whether federal, state, county, local or otherwise (including, without limitation, usury laws, the Federal Truth-In-Lending Act, the Fair Debt Collection Practices Act, the Federal Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Bank Secrecy Act, the Electronic Funds Transfer Act, the National Bank Act, the Gramm-Leach-Bliley Act, the USA PATRIOT Act, the Sarbanes-Oxley Act, the FACT Act, and Regulations B, E, P and Z of the Board of Governors of the Federal Reserve System).

"RII Card" means an instant issue Card issued pursuant to the RII Program.

"RII Cardholder" means a Cardholder who receives an RII Card through the RII Program.

"RII Program" means the program between the Client and U.S. Bank for the issuance of RII Cards to RII Cardholders, according to the terms of this Contract.

"STCs" means the Standard Terms and Conditions For Prepaid Debit Card Services attached hereto as Exhibit E, which STCs shall control and take precedence over any contrary or inconsistent terms or conditions elsewhere in the Agreement.

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

"Visa Service Marks" means the mark "Visa", the Three Bands Design and all other service marks owned by Visa U.S.A. or Visa International, Inc.

Other terms defined in this Agreement will have the meanings set forth in the contexts of use.

ARTICLE II. PROGRAM LAUNCH

2.1 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 Program Launch, 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 USA PATRIOT Act compliance.

2.2 Execution of Program Launch. U.S. Bank and Client agree to work together in good faith and use commercially reasonable efforts to facilitate the launch of the Program as established according to the terms of this Agreement.

ARTICLE III. USE OF MARKS AND LOGOS

3.1 Use of Client Marks. Client hereby grants to U.S. Bank a non-exclusive, non-transferable limited license to use any Client Marks provided to U.S. Bank by Client in connection with the Program, which uses include, without limitation, placement of Client Marks on Cards issued pursuant to this Agreement in accordance with the operating regulations of the appropriate National Associations, 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. U.S. Bank's limited license to use the Client Marks on any such applications, statements, advertising, promotional, or public relations materials shall be contingent on and is subject to Client's prior written approval of such items. U.S. Bank hereby accepts such license subject to the terms and conditions provided herein. This limited license will terminate upon termination of this Agreement; provided, that U.S. Bank will be afforded six (6) months following such termination to replace all documentation relating to the Program with documentation that does not bear Client Marks in connection with the orderly termination of the Program. U.S. Bank acknowledges that Client or its Affiliates are the owners of the Client Marks, and U.S. Bank agrees that it will have no right, title or interest in the Client Marks other than the license specifically granted in this Section 3.1, and U.S. Bank will do nothing inconsistent with this ownership.

3.2 Use of U.S. Bank Marks. U.S. Bank hereby grants to Client a non-exclusive, non-transferable limited license to use the U.S. Bank Marks solely in connection with the Program. Client agrees that it has no right, title or interest in and will not use the U.S. Bank Marks without U.S. Bank's specific prior written consent, whose consent will 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 will 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 terminates upon termination of this Agreement; provided that Client will be afforded six (6) months following such termination to replace all Client documentation relating to the Program with documentation that does not bear U.S. Bank Marks in connection with the orderly termination of the Program. Client acknowledges that U.S. Bancorp and/or one or more of its Subsidiaries is the owner of U.S. Bank Marks, and Client agrees that it will not have any right, title or interest in the U.S. Bank Marks 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' Marks. Client has no right, title or interest in and will not use the PLUS SYSTEM Marks, the Visa Service Marks, or Mastercard Marks without specific prior written consent of the owner of the mark.

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

ARTICLE IV. RESPONSIBILITIES OF U.S. BANK

4.1 Card Issuance.

(a) Beginning no later than the Program Launch, Client will begin to offer to payment recipients the option of receiving a prepaid debit card as a means of receiving their payments. U.S. Bank will offer Cards to payment recipients following receipt of payment recipient requests for the issuance of a Card and following U.S. Bank's review and processing in accordance with 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 issue a Card to a payment recipient who has requested a Card no later than ten (10) Business Days following U.S. Bank's receipt of complete and accurate information from Client.

(b) U.S. Bank may, in its sole discretion, undertake periodic reviews of Cardholders and their Accounts to manage risks associated with fraudulent card use and other Account activity which has the potential of exposing U.S. Bank to financial loss. U.S. Bank reserves the right to take any necessary actions to stop such activity on the Account. For any Account closed pursuant to this Section, subsequent transmission of Load Value will be rejected and a report will be generated confirming such rejection. U.S. Bank will notify Client in writing of any actions taken pursuant to this Section within two (2) Business Days of such action.

(c) With respect to RII Cards, U.S. Bank shall provide Client with access to the Administrative Web Portal which will allow Client to enroll, register and load RII Cards on a near-instantaneous basis for distribution to RII Cardholders. RII Cardholders who receive RII Cards shall receive them from Client in a pre-activated status or ready to activate status, and with or without funds loaded by Client in Client's discretion. U.S. Bank shall ensure each such RII Card may continue to be used for such purpose until RII Card expiration or depletion of funds on the RII Card. U.S. Bank shall record the issuance of each RII Card and track RII Card issuance, usage, fee collection and closure. RII Card inventory shall be distributed to Client, who shall be responsible for the security and distribution of RII Cards.

4.2 Design and Manufacture of Cards.

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

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

4.3 Design of Statements and Card Carriers.

(a) U.S. Bank will produce Account statements and Card carriers, subject to Requirements of Law and the regulations of applicable National Associations using a design created by U.S. Bank.

(b) U.S. Bank will bear all costs and expenses for the design, printing and production of the Account statements and Card carriers; provided, that Client will bear any additional manufacturing, printing or operating expense incurred as result of redesign of the statements and Card carriers requested by Client, unless both U.S. Bank and Client agree in writing that a redesign is necessary.

(c) U.S. Bank is responsible for the provision to Cardholders of monthly Account statements that will contain information relating to transactions performed with Cards. U.S. Bank may in its sole discretion provide either electronic statements available on the internet or paper statements.

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, including without limitation, Account set-up, Card plastic issuance, statement rendering, Account reconciliation, Cardholder telephone and internet inquiries, chargeback processing, Disbursement deposit reload processing, interaction with the National Association's system, computer processing, and

collections. U.S. Bank shall cause the Program to comply with all applicable Requirements of Law in all material respects, including but not limited to compliance with applicable state escheatment laws. U.S. Bank is not responsible for any determination of the amount to be paid to each Cardholder with respect to such Cardholder's Disbursement amount.

4.5 U.S. Bank Customer Service. U.S. Bank will maintain an adequate complement of trained staff to service Cardholder inquiries and complaints arising in connection with Cards and other aspects of the Program in accordance with U.S. Bank's established customer service metrics set forth in Exhibit C and Requirements of Law.

ARTICLE V. RESPONSIBILITIES OF CLIENT

In addition to its responsibilities set forth herein, Client shall have the following responsibilities in furtherance of the Program:

5.1 Enrollment of Payment Recipients. Client will ensure that all prospective cardholders and Cardholders enrolled in the Program are bona fide payment recipients of Client. For the purposes of the previous clause, a payment recipient's relative or associate allowed by Client to have a Card will not be deemed as a payment recipient. Client understands that U.S. Bank must collect identifying information and verify the identities of all prospective cardholders as required by the USA PATRIOT Act and any other government or industry regulatory requirements. Further, Client understands that all prospective cardholders or Cardholders that do not pass the initial or ongoing verification and OFAC screening will be denied a Card. The denial of a Card to a payment recipient under any circumstances may not be a cause for termination of this Agreement by Client.

5.2 Client Marketing Responsibilities by Client. U.S. Bank will design and produce marketing materials for the Program. Client will arrange for and coordinate the marketing and promotion of the availability of Cards to its payment recipients. Client will not distribute any marketing or promotional material unless such material has been reviewed and approved by U.S. Bank prior to distribution to its payment recipients.

5.3 Transmission of Load Values and Account Representatives. Client will transmit to U.S. Bank the amount to be loaded onto each Cardholder's Account via a good funds method acceptable to U.S. Bank, with amounts sufficient to cover each Cardholder's Load Value. Such transmission will be made only by authorized Client employees ("Account Representatives"). Client agrees to provide complete and accurate information to U.S. Bank. The Account Representatives will be responsible for the initial transmission of Load Values and any changes to the amount to be loaded in to any Account after the initial transmission of the determined amount for a given Account.

5.4 Compensation to U.S. Bank. U.S. Bank will charge Cardholders according to the fee schedule set forth in Exhibit B. U.S. Bank may change the Cardholder fee schedule only with the prior written approval of Client and, in cases of a fee increase approved by Client or a new fee approved by Client, will provide Cardholders the prior written notice required by Requirements of Law and will provide a corresponding email notification to Client's designated program manager.

5.5 Training Responsibilities. Client shall be responsible for identifying the appropriate Client locations that will enroll, load and activate the RII Cards. Except with respect to initial and ongoing RII Program training or support to be provided by U.S. Bank as set forth in the Statement of Work attached hereto as Exhibit A, Client is responsible to sufficiently train Account Representatives in connection with the RII Program so that Account Representatives are able to properly operate the RII Program and answer questions regarding the RII Card and RII Program. U.S. Bank shall provide Client with initial training and a support number that they may call for assistance regarding RII Program Questions.

5.6 RII Cardholder Enrollment. At the time of each RII Card enrollment, Client shall provide U.S. Bank with the RII Cardholder enrollment information set forth in Exhibit A hereto. Data entry of RII Card ID numbers and information shall be made only by an Account Representative. U.S. Bank shall have no liability for errors in transmission made by all Client employees and Account Representatives. Client shall only engage in enrollment and registration of RII Cardholders that are physically present at a bona fide Affiliate location at the time of enrollment unless otherwise agreed to in advance and in writing by U.S. Bank. After completing enrollment, Client shall give the RII Cardholder the RII Card and all designated U.S. Bank disclosure documents.

5.7 RII Card Security and Inventory Control. Agency shall provide RII Card stock security and inventory control in accordance with the Card Security Guidelines attached hereto as Exhibit D. U.S. Bank shall have no liability for Cards lost or stolen while under the control of Client or an Affiliate. Client will permit U.S. Bank to monitor and audit Client's compliance with the Card Security Guidelines during regular business hours upon two Business Days' advance notice to Client. Client shall provide U.S. Bank copies of any applicable audits and test results acquired by Client in relation to its obligations under this section.

ARTICLE VI. PROGRAM AND CARD POLICIES AND ATTRIBUTES

Except as provided in this Agreement, U.S. Bank will have full responsibility for, and will control all policies, activities and decisions with respect to all Cards and Accounts, including without limitation all fees and charges, customer service, Card issuance and cancellation, debt collection, access to automated teller machines, and issuance of personal identification numbers. Client shall not be liable for fraudulent activities on the part of Cardholders. Client will, in a timely manner, refer to U.S. Bank any and all inquiries and complaints regarding any aspect of a Card or Account, and any other inquiries and complaints regarding any other aspect of U.S. Bank's prepaid debit card operations.

ARTICLE VII. EXCLUSIVITY

During the term of this Agreement, U.S. Bank has the exclusive right to issue prepaid cards on Client's behalf to payment recipients in connection with the following Affiliate benefits programs: (a) Department of Services for Children, Youth and Families - monthly benefit payments to recipients without a bank account; (b) Department of Health and Social Services –child support payments; and (c) Department of Labor - unemployment benefit payments. Client covenants that it will take reasonable steps to ensure that any Affiliate of Client complies with this Article VII.

ARTICLE VIII. [RESERVED]

ARTICLE IX. REPRESENTATIONS AND WARRANTIES

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

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

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

9.2 Legal Compliance. Each party is now in compliance and will remain in compliance at all times with all federal, state, and local laws and regulations applicable to its activities under this Agreement. Each party understands and agrees that it shall be responsible for its own compliance with Requirements of 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 there exists any applicable federal, state, or local law, regulation, rule, or ordinance that 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.

ARTICLE X. CONFIDENTIALITY

10.1 Confidential Information. In performing its obligations pursuant to this Agreement, each party may have access to or receive disclosure of Cardholder Data, including customer names and addresses, email addresses, social security numbers and other customer identification information, or prepaid debit card account numbers or account information and other similar confidential information and materials ("Confidential Information"). All software owned and used by U.S. Bank in connection with this Agreement will remain the proprietary property of U.S. Bank and will constitute Confidential Information belonging to U.S. Bank.

10.2 Exclusions. Except for Cardholder Data (as defined in PCI Data Security Standards), 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 act or omission on the part of either party in violation of the terms of this Agreement, (ii) information that is independently developed by or for a party, (iii) information that is received from a third party (subject to such third party not having violated the terms of any confidentiality agreement), or (iv) information that was already in the possession of the receiving party and not obtained in violation of any confidentiality agreement.

10.3 Confidentiality Obligation. Each party shall at all times maintain, and cause its agents, employees, corporate parents, Subsidiaries and Affiliates to maintain the confidentiality of Confidential Information. 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. Neither party shall use such Confidential Information for any purpose whatsoever other than those specifically contemplated herein.

10.4 Disclosure of Agreement. The parties acknowledge that the Agreement is a public record under FOIA and may be posted online or otherwise disclosed in its entirety, without redaction, by either party for any reason, and without notice to the other party.

10.5 Additional Confidentiality Obligations. During the term of this Agreement and thereafter, Confidential Information is to be used solely in connection with satisfying their obligations pursuant to this Agreement, and shall be held in confidence; provided, however, that either party may disclose Confidential Information during the course of any independent or regulatory audit in which information disclosed remains non-public and as provided in Section 10.6. Each party shall take measures to prevent its agents, employees and subcontractors from using any Confidential Information in any way not authorized by this Agreement.

10.6 Compelled Disclosure. Each party may disclose Confidential Information to any regulatory authority having jurisdiction over without prior notification to the other party. With respect to any other disclosures of Confidential Information, if any party is required by Requirements of Law or FOIA 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 owner of the Confidential Information and reasonably cooperates in any of the owner's efforts to maintain the confidentiality of such Confidential Information.

10.7 Data Security.

(a) U.S. Bank agrees that it shall implement and maintain an information security program that meets the Interagency Guidelines Establishing Standards for Safeguarding Customer Information pursuant to Title V of the Gramm-Leach-Bliley Act of 1999 to ensure compliance with this Section and that are designed to: (i) ensure the security and confidentiality of Cardholder Data; (ii) protect against any anticipated threats or hazards to the security or integrity of Cardholder Data; and (iii) protect against unauthorized access to or uses of Cardholder Data that could result in substantial harm or inconvenience to any Cardholder. U.S. Bank further agrees that it will maintain and secure all Cardholder Data in compliance with the DTI Exhibits. "Cardholder Data" means any record containing nonpublic personal information, as defined and used in 12 CFR § 40.3(n), 6 *Del. C.* § 12B-101(7)a, 6 *Del. C.* § 1202C(15) and 29 *Del. C.* § 9017C(5), about a Cardholder, in whatever form, that is maintained by or on behalf of U.S. Bank or Bank. In addition, U.S. Bank will comply with the requirements of the Payment Card Industry – Data Security Standards (PCI DSS), as they may be amended from time to time.

(b) U.S. Bank shall promptly notify Client following discovery or notification of any actual breach of security relating to any Confidential Information or Cardholder Data. If U.S. Bank suffers a breach of security, U.S. Bank will promptly, at its own expense, 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 breach of security, including, but not limited to, immediate remedial action designed to prevent any future such occurrence. U.S. Bank shall, to the extent required by 6 *Del. C.* § 12B-102 and other applicable law, notify any affected Cardholders of the breach of security.

(c) U.S. Bank shall maintain appropriate business continuity procedures and systems to ensure availability and security of Cardholder Data in the event of a disruption, disaster, or a failure of its information systems.

ARTICLE XI. TERM AND TERMINATION

11.1 Term. The term of this Agreement is as provided in Section 1.2 of the STCs. Notwithstanding the termination of this Agreement, the terms and conditions of all agreements between U.S. Bank and Cardholders will remain in effect.

11.2 [Reserved]

11.3 [Reserved]

11.4 Termination for Insolvency; Unique Services. This is an agreement for certain unique services. Either party if in compliance with its obligations 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 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.

ARTICLE XII. POST-TERMINATION PROVISIONS

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

12.2 Wind-down of Operations. Following termination of this Agreement, U.S. Bank will not accept requests to issue a Card and will not reload existing Accounts with Disbursements. U.S. Bank will have the use of Client Marks as provided in Section 3.1 for six (6) months following termination of this Agreement to provide U.S. Bank sufficient time to replace all statements and other documentation relating to the Program. U.S. Bank will have six (6) months following termination of this Agreement where it may continue to re-issue Client branded cards to Cardholders whose Cards are lost or stolen or who request additional Cards. After the six (6) month wind down period, U.S. Bank will issue non-Client branded cards for any lost or stolen cards or additional cards under the Program. Notwithstanding the foregoing, Client understands and agrees that U.S. Bank will have no obligation to replace any Cards (which contain Client Marks) that were previously issued to Cardholders prior to the natural expiration date of such Cards, except for any Cards that are replaced prior to their natural expiration date due to lost or stolen reasons or unless U.S. Bank otherwise chooses to replace all such Cards.

ARTICLE XIII. DAMAGES AND LIMITATION OF LIABILITY

13.1 Damages. U.S. Bank may seek and recover from Client money damages arising out of or related to the Agreement solely to the extent permitted in Section 8.3 of the STCs. In the event U.S. Bank defaults in any of its obligations under this Agreement, in addition to any other remedies provided pursuant to this Agreement or Requirements of Law, including without limitation termination, Client shall be entitled to recover from the breaching party the actual damages which the non-breaching party may incur on account of such breach, including without limitation reasonable attorneys' fees, costs, expert witness fees, consultants' fees and court costs

incurred in connection with any judicial or arbitration proceedings relating to such breach. It is understood and agreed that money damages would not be a sufficient remedy for any breach of Article X of this Agreement by any party or by any other person or entity receiving Confidential Information pursuant to Article X and that the party whose Confidential Information is disclosed or used in violation of this Agreement shall be entitled to claim injunctive or equitable relief as a remedy for any such breach. Such remedy shall not be deemed to be the Client's exclusive remedy for U.S. Bank's breach of this Agreement, but shall be in addition to all other remedies available to such party at law or equity.

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

ARTICLE 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 has no right to bind or obligate U.S. Bank in any manner. U.S. Bank has no right to bind or obligate Client in any manner. Nothing in this Agreement is intended to create, nor should 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 subcontractors to the extent permitted in Section 15 of the STCs.

14.3 Assignment. Neither party may assign or delegate any of its rights or obligations under this Agreement without the other party's prior written consent, except as permitted in Section 15 of the STCs.

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

14.5 Survival of Obligations, Rights and Remedies. The obligations and remedies of the parties set forth in Articles III, X, XII, XIII, and XIV of this Agreement, the parties' respective confidentiality obligations set forth in the STCs (including all Exhibits to the STCs), and U.S. Bank's transition, indemnification and other post-termination obligations set forth in the STCs and the DTI Exhibits survive termination of this 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 Delaware, 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 Delaware. 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, will 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:

If to Client:

Office of the State Treasurer
Attn: Director of Debt and Cash Management
820 Silver Lake Blvd., Suite 100
Dover, DE 19904

If to U.S. Bank:

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

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

14.8 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, will 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 Requirement of Law or National Association rule, 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 will be automatically terminated and performance thereof by both parties waived, and all other provisions of this Agreement will nevertheless remain in full force and effect.

14.10 Amendments. Except as specifically provided elsewhere in this Agreement, no amendment to this Agreement will 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 regulations of the appropriate National Association as in effect from time to time. To the extent any provision of this Agreement conflicts with such regulations at any time, this Agreement will 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. Unless the context requires a different construction, all defined terms under this Agreement will have the same meaning in the Exhibits.

14.13 Construction. This Agreement must be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either party. Section headings are intended only to assist in the organization of this Agreement and do not in any way limit or otherwise define the rights and liabilities of the parties.

14.14 Excusable Delays and Force Majeure. Any delay hereunder will be excused to the extent approved in writing by the parties. Any delay in the performance by either party hereto of its obligations hereunder will 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 Entire Agreement. Each party hereto has read this Agreement, understands it and agrees to be bound by its terms and conditions. This Agreement, including and all exhibits hereto and the STCs and all exhibits thereto, supersedes all prior verbal or written agreements between the parties and now constitutes the complete and exclusive statement of the terms and conditions between the parties covering the performance hereof.

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

14.18 Use of Party Names. Neither party shall use the other party's identity, directly or indirectly, in any promotional material, advertisements, metatag, news releases or releases to any professional or trade publications or media source without the other party's prior written approval.

14.19 Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one

and the same instrument. For purposes of execution and delivery, each party may rely upon the scanned signature of the other party.

[The remainder of this page is intentionally left blank.]

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: PETER KLUKKEN

Title: SVP

Date: 3/4/19

CLIENT

By: Colleen C. Davis

Name: Colleen C. Davis

Title: Delaware State Treasurer

Date: 3/6/2019

Exhibit A[1]
Statement of Work

Introduction

The State of Delaware (the "State") is seeking a provider of stored value cards as an alternative payment option for benefit recipients that do not provide bank routing and account information to facilitate direct deposit of funds. The stored value card program is designed to be an electronic-based program that will provide recipients with access to funds, while reducing exposure to lost and stolen checks and diminishing dependence on paper-based check disbursements. Recipients shall have access to funds deposited on the card at no cost to the State, and an online platform shall be provided for cardholders to manage their accounts and for the State to manage the benefits program(s). The State requires a program that allows agencies to reload existing cards and/or provide instant issue cards, depending on the specific program requirements.

Programs

Three agencies are currently using a stored value card program: (a) Department of Services for Children, Youth and Families - monthly benefit payments to recipients without a bank account, (b) Department of Health and Social Services – child support payments, and (c) Department of Labor - unemployment benefit payments. In addition to transitioning these three programs to U.S. Bank, the State is interested in making the stored value card program available to other agencies, thereby reducing the need to issue check and cash payments to recipients. New programs will be added through mutually agreed-upon amendments to the Agreement.

Core Elements

The Program will have the following core elements:

- All Cards will be Mastercard-branded, following all Card network "Prepaid Debit Card" regulations and program guidelines.
- The Cards will be standard-issue Cards carrying U.S. Bank's name and/or marks and may also carry Client's name and/or marks. Card format(s) shall be mutually agreed upon between U.S. Bank and client prior to printing.
- Instant issue cards may be offered for any and all programs, as requested by the State.
- Card requests shall be accepted and fulfilled for all of the State's program recipients.
- The Cards will have no-fee teller cash withdrawal access at Mastercard affiliated financial institutions. Withdrawal access is subject to daily velocity limits, which shall be mutually agreed upon between U.S. Bank and the State.
- The Cards will have no-fee ATM access at in-network-enabled ATMs. In-network ATMs is inclusive of those that are branded to U.S. Bank, MoneyPass and Allpoint. ATM access is subject to daily velocity limits, which shall be mutually agreed upon between U.S. Bank and the State.
- The Cards will have point-of-sale access through the Card network (Mastercard Maestro and Visa Interlink) for both PIN, signature and PIN cash back transactions.

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[1] Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in that certain Prepaid Debit Card Agreement ("PDCA") between the State and U.S. Bank National Association, or the agreed-upon Standard Terms and Conditions (the "STCs"), as appropriate. The terms of this Statement of Work shall supersede and control any inconsistencies or different terms in the PDCA or the STCs.

- The Cards can be used both domestically and internationally.
- The Cardholders may not overdraw their accounts. Resolution of any overdrawn amounts are the sole responsibility of U.S. Bank.
- No general purchase restrictions will be placed on the Cards (other than MCC block of online gambling), unless otherwise requested in writing by the State.
- The Cards will be subject to the Cardholder Fee Schedule included in Exhibit B.
- The Cards accounts will be covered by standard FDIC insurance.

U.S. Bank Responsibilities

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

- Providing Client with 24/7 access to the Administrative Web Portal which supports enrollments, reporting and general program maintenance. U.S. Bank reserves the right to perform scheduled maintenance on this system quarterly, which may restrict availability on a periodic basis. This is normally performed during off-peak hours. U.S. Bank shall provide the Client with advanced notice of no less than one week for any scheduled system outages.
- Designating a point of contact for the Program. Providing Client with a dedicated relationship manager to assist the State with day-to-day operational issues of the prepaid card programs during business hours. In addition, the Client will have access to our Client Support team Monday through Friday from 8:00 a.m. to 8:00 p.m. ET for technical assistance.
- Providing Client with a dedicated onboarding manager to assist the state in implementation and launch of the programs, and providing training on U.S. Bank systems.
- Providing all Card collateral needed to support the delivery of Cards to the Cardholders at no cost. Standard card delivery will be via first-class mail within two Business Days following receipt of the enrollment file received by 7:00 a.m. ET.
- Setting up Accounts, processing chargebacks in accordance with the rules of the applicable Card network, and providing all related transaction processing.
- Managing Account settlement for loading of Disbursements to Cards and processing transactions performed on Cards through the applicable Card network. The State intends to fund cards via ACH from its primary banking services provider. Upon receipt, U.S. Bank shall immediately deposit these funds to the Cardholder Accounts per the allocations provided by the State, at which point funds become the property of the Cardholders. At no point shall funds be held in suspense or on deposit on behalf of the State.
- Providing Cardholders with transaction histories and statements via a designated web site.
- Providing access to its Integrated Voice Response Unit ("IVR") which will be made available via a dedicated toll-free telephone number. IVR features will include: Card activation, lost/stolen account reporting, remaining account balance, last load amount, and recent transactions. Support includes IVR support in both English and Spanish.
- Providing Cardholders with 24/7 access to live-agent customer service representatives via a dedicated toll-free telephone number. Customer service representatives will be based in the United States. Support will be provided with English speaking representatives 24/7, Spanish speaking representatives during business hours and with our Language Line 24/7.

- Providing Cardholders with access to a mobile application to manage account activity. The mobile app is currently available in both Apple and Android versions.
- Providing Cardholders with the ability to register for text and/or email alerts for notification of account activity. Alerts will be available in both English and Spanish.
- Providing for escheatment of unused card funds.
- Providing fraud prevention and management services.
- Providing both regularly scheduled and ad hoc program reports to the State, as mutually agreed upon.
- Meeting with the State on a quarterly basis, or more frequently if requested, to provide a comprehensive overview of the State's current programs, discuss opportunities for both current and future programs, and review the timeline for any new product developments related to the Services.
- Providing in-person training as reasonably requested, as well as access to an online repository of relevant training materials.

Client Responsibilities

Client shall be responsible for the following:

- Communicating to prospective cardholders about using the Program as an alternative payment option when direct deposit is not available.
- Assisting U.S. Bank in the implementation of the programs and training of Client representatives.
- Managing Card inventory using the Administrative Web Portal and following procedures set by U.S. Bank.
- Complying with applicable Card Security Guidelines.
- Presenting all Card collateral, enrollment information, and Program disclosures (including any mandated disclosures or guidance such as CFPB guidelines) to Cardholders in the form and manner prescribed by U.S. Bank using only materials provided to Client by U.S. Bank.
- Enroll Cardholders in the Program as determined by the State, and if applicable to Program, reload cards following the enrollment/data entry procedures and Administrative Web Portal provided by U.S. Bank.
- Providing complete and accurate information regarding Cardholders required by U.S. Bank for initial enrollment, the scope of which is subject to change from time to time upon mutual agreement.
    - As of the date of this Agreement (but subject to change), the Cardholder information required for initial enrollment for an instant issue Card is: First Name, Last Name, Full Address, Date of Birth (if selected methodology for Card activation), Tax Identification Number, and the Card ID from the RII Card Collateral.
    - As of the date of this Agreement but subject to change), the Cardholder information required for initial enrollment for a personalized Card is: First Name, Last Name, Full Address, Date of Birth, and Tax Identification Number.
- Client will transmit Disbursement amounts in a mutually agreed upon format, which may include .dat files from mainframe applications.

- ❑ Client will designate a primary relationship management contact, as well as a program manager for each Card program.

Exhibit B
U.S. Bank ReliaCard Cardholder Fee Schedule

AFP Code	Service Description	Proposed Unit Cost
	STATE RELATED FEES	
	INSTANT ISSUE CARD	$0.00
	ISSUANCE OF MAILED CARD	$0.00
	INSTANT FUND OR RELOAD A CARD	$0.00
	REPLACEMENT CARD	$0.00
	EXPEDITED DELIVERY OF REPLACEMENT	$0.00
	STANDARD REPORTS	$0.00
	PER APPLICATION PROCESSED	$0.00
	IMPLEMENTATION FEE(S)	$0.00
	TRAINING FEE(S)	$0.00
	CARDHOLDER FEES	
	IN-NETWORK ATM FEE	$0.00
	OUT-OF-NETWORK ATM FEE	$0.75
	ATM DECLINE FEE	$0.00
	POS FEE - PIN-BASED TRANSACTION	$0.00
	POS FEE - SIGNATURE-BASED TRANSACTION	$0.00
	POS PIN DECLINE FEE	$0.00
	POS SIGNATURE DECLINE FEE	$0.00
	MONTHLY ACCOUNT FEE	$0.00
	ONLINE STATEMENT FEE	$0.00
	MONTHLY PAPER STATEMENT FEE	$0.00
	BALANCE INQUIRY FEE	$0.00
	CALL TO CUSTOMER SERVICE	$0.00
	INTERNATIONAL TRANSACTION SURCHARGE	$0.00
	SECONDARY CARD	$0.00
	REPLACEMENT CARD	$0.00
	EXPRESS DELIVERY FOR REPLACEMENT CARD	$12.00
	INACTIVITY FEE	0.50 after 365 days
	CHECK REQUEST FEE	$0.00
	OVERDRAFT PROTECTION FEE	n/a
	WITHDRAWAL AT BANK BRANCH DISPLAYING VISA/MC LOGO	$0.00
	ADDITIONAL REQUIRED FEES/SERVICES NOT LISTED ABOVE	
	INTERNATIONAL CURRENCY CONVERSION	3%
	RECOMMENDED/OPTIONAL FEES & SERVICES	
	BILL PAY SERVICE	$0.00
	SAVINGS ACCOUNT FEATURE	$0.00
	CASH BACK REWARDS (OPTIONAL SERVICE AT STATE'S DISCRETION)	$0.00

Exhibit C
Summary of Standard Metrics for The State of Delaware ReliaCard Program

IVR Availability	The IVR system will be available to cardholders 99.90% of the time for access to account information excluding any scheduled maintenance. Scheduled maintenance is normally scheduled during off-peak hours and is not to exceed 6 hours per calendar quarter.
Abandonment Rate	No more than 6% of calls will be abandoned after 30 seconds. This service level will not include calls occurring during scheduled maintenance. Scheduled maintenance is normally scheduled during off-peak hours and is not to exceed 6 hours per calendar quarter.
Response Service Level	At least 85% of CSR-assisted calls will be answered within 30 seconds of call transfer. This service level will not include calls occurring during scheduled maintenance. Scheduled maintenance is normally scheduled during off-peak hours and is not to exceed 6 hours per calendar quarter.
Deposit Posting (ACH Processing/Posting)	100% of Automated Clearing House ("ACH") deposits received from the Client's bank by U.S. Bank/FSV by the ACH standard deposit cut-off time will be posted to Cardholder Accounts before 9:00 am CT on the NACHA file posting date.

Exhibit D
Card Security Guidelines

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

Card Stock Ordering

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

Card Stock Storage

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

Card Stock Inventory

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

Card Stock Destruction

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

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

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

Exhibit E

Standard Terms and Conditions
CONTRACT NUMBER: TRE18101-BANKINGSVC

STANDARD TERMS AND CONDITIONS FOR PREPAID DEBIT CARD SERVICES

The following standard terms and conditions and all exhibits, attachments, schedules or other documents attached hereto ("STCs") shall apply to and govern the relationship between the Office of the State Treasurer ("OST"), on behalf of the Delaware Cash Management Policy Board (the "Board," and together with OST, the "State"), and U.S. Bank National Association ("Vendor"), which Vendor has been selected to provide prepaid debit card services through the procurement process designated as TRE18101-BANKINGSVC. The STCs have been negotiated by the parties through arms'-length negotiations and modified to accommodate changes deemed acceptable by both parties. The STCs shall be deemed incorporated into the terms of that certain Prepaid Debit Card Agreement between OST and Vendor and all exhibits, attachments, schedules or other documents attached thereto to or referenced therein (the "Agreement"). The STCs shall control and take precedence over any contrary or inconsistent terms or conditions elsewhere in the Agreement.

1. Services and Term.

1.1. Vendor shall perform the services set forth on Exhibit A to the Agreement and such additional services or work as the State may request from time to time and for which the parties shall mutually agree (collectively, "Services").

1.2. The Agreement shall have an initial term of three years from the effective date specified in the Agreement, which initial term can be extended by OST, with the consent of the Board, at the sole option of OST and the Board, for up to two additional two-year terms upon written notice to Vendor issued no later than 60 days prior to the expiration of the initial term or an optional term, as the case may be.

1.3. Ownership of all demand deposit or other bank or investment accounts containing State assets ("State Account") shall remain with the State. Vendor shall not, under any circumstances, take title to or assert an ownership interest in any State Account. The State shall have no ownership interest in any cardholder account established by Vendor in connection with the Services.

1.4. Upon execution of the Agreement, the State shall provide Vendor with a list of authorized personnel ("Authorized Persons") who will be permitted to advise, inform and direct Vendor on the State's behalf and signature specimens of Authorized Persons who are authorized to execute specific tasks. The State shall notify Vendor of any changes to such list in writing. Until notified of a change, Vendor may rely and act upon instructions and notices received from an Authorized Person identified on the then-current list furnished by the State. Vendor may request a current list at any time. All instructions or notices to Vendor from any Authorized Person shall be in writing and transmitted via electronic mail containing a PDF or other electronic copy of an instruction form or notice signed by an Authorized Person. All such authorized instructions or notices shall bind Vendor, effective upon the close of business on the first business day following the date on which Vendor receives any such instruction or notice. If Vendor receives instructions or notices from a source other than an Authorized Person, Vendor shall not comply with them and shall immediately notify the State of such unauthorized instructions or notices.

1.5. Vendor shall meet with the State at such times and places as the State may reasonably request. Vendor shall regularly consult with the State and its staff to provide full information regarding the Services. This interface shall include regular telephone communication, exchange of written data and analysis and other interaction as requested by the State.

2. Payment for Services and Expenses.

2.1. The State shall have no payment obligations except as expressly set forth on Exhibit B to the Agreement. Cardholders shall be solely responsible for the payment of fees associated with the stored value or prepaid debit card accounts, which amounts shall be limited to those fees expressly listed on Exhibit B to the Agreement. All Vendor payments shall be made via ACH transfer. Vendor is responsible for ensuring that the State has correct, up-to-date ACH information and otherwise complying with the State Division of Accounting's vendor requirements annexed to Exhibit B to the Agreement.

2.2 The State shall have no obligation to pay Vendor for the performance of Services set out on Exhibit A to the Agreement; provided, however that the State shall be responsible for compensating Vendor for additional custom development or other add-on Services that OST may subsequently request and agree to pay for in a written amendment to the Agreement.

2.3 Vendor shall provide cardholders with access to transaction histories via the cardholder website. Vendor shall provide monthly statements to the cardholders if cardholders elect to receive monthly statements. Vendor shall electronically submit to OST on a monthly basis invoices for add-on Services in sufficient detail to identify the specific Services provided and fees incurred during the previous month. Vendor shall make available on an online platform all invoices for add-on Services. In the event the State disputes all or any portion of an invoice for add-on Services, the State agrees to provide Vendor with a detailed statement of the State's position on such invoice, or the disputed portion of such invoice, within thirty (30) days from the date the invoice is made available on the online platform. The State shall pay Vendor's invoices for add-on Services on a quarterly basis. All undisputed charges shall be paid within thirty (30) days after the close of each quarter.

2.4 Except for add-on Services that OST may subsequently request and agree to pay for in a written amendment to the Agreement, all costs and expenses incurred in the performance of the Services are to be paid by Vendor.

2.5 The State shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of the Agreement.

2.6 The State shall have the right to setoff or recoup from any payment required to be made to Vendor all damages, costs and expenses caused by Vendor's breach of the Agreement or Vendor's negligence in the performance of the Agreement. The State shall provide Vendor with notice and an explanation of the basis for any such offset or recoupment.

3. Time Schedule.

3.1. The targeted implementation plan is set out on Exhibit 1 hereto. The parties recognize that the plan, as of the date of execution of the Agreement, reflects good faith estimates of timeframes and is subject to change in accordance with this Section 3.1. The parties shall have a period of thirty (30) days from the execution of the Agreement by all parties to discuss and refine the plan. If, during such 30-day period, either party in good faith determines that material changes to the plan are necessary, the State and Vendor shall have the right to immediately terminate the Agreement without liability. If the Agreement is so terminated, the State may engage another vendor and issue a new award in respect of the Services.

3.2. Any delay of Services or change in the sequence of Services, as applicable, must be approved in writing by the State.

3.3. In the event that Vendor fails to complete the Services or any portion thereof within the time specified in Exhibit 1, or with such additional time as may be granted in writing by the State, or fails to perform the Services, or any separable part thereof, with such diligence as will insure

its completion within the time specified in Exhibit 1 or any extensions thereof, the State may in its discretion, among other remedies, suspend all payment obligations under the Agreement.

4. Responsibilities of Vendor.

4.1. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all Services furnished by Vendor and its principals, officers, employees and agents under the Agreement. In performing Services, Vendor shall follow practices consistent with generally accepted professional and technical standards and comply with all applicable federal, state and local laws, ordinances, codes and regulations, including, without limitation, all guidelines and performance standards established by the Board.

4.2. Vendor shall be responsible for ensuring that all Services, additional work, products and deliverables furnished pursuant to the Agreement comply with the standards promulgated by the Delaware Department of Technology and Information ("DTI") published at http://dti.delaware.gov/, and as modified from time to time by DTI during the term of the Agreement. If any Service, additional work product or deliverable furnished pursuant to the Agreement does not conform to DTI standards, Vendor shall, at its expense and option either replace it with a conforming equivalent or (2) modify it to conform to DTI standards. Vendor shall be and remain liable in accordance with the terms of the Agreement and applicable law for all damages to and expenses incurred by the State resulting from or attributable to Vendor's failure to comply with DTI standards.

4.3. Vendor acknowledges that DTI and OST are responsible for safeguarding the confidentiality and integrity of data in the State's computer files regardless of the source of those data or medium on which they are stored - *e.g.*, electronic data, computer output microfilm (COM), tape, or disk. The State's software programs supporting the Services or developed to process or manage State agency data shall not be modified without the prior knowledge and written authorization of DTI or OST, as appropriate.

4.4. To the extent required by Section 12.3 below, Vendor shall agree to and comply with the requirements in the Confidentiality (Non-Disclosure) and Integrity of Data Agreement ("Data Agreement") attached as Exhibit 2.

4.5. Vendor must ensure that computer/network hardware and software do not compromise the security of the State's IT infrastructure. Therefore, Vendor represents that any Vendor system or software meets or exceeds the Top 20 Critical Security controls located at: http://www.sans.org/critical-security-controls/.

4.6. It shall be Vendor's duty to assure that all Services and products of its efforts do not cause, directly or indirectly, any unauthorized acquisition of data or other security breach that compromises the security, confidentiality, or integrity of personally identifiable cardholder data. Vendor shall indemnify and hold harmless the State, OST and the Board and their respective agents and employees from any and all damages, liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees), arising out of any such breach. Vendor's obligations under the preceding sentence shall be limited to actual, direct damages caused by any such breach. Vendor shall not be liable under this Section for any consequential, special, speculative, indirect, or punitive damages of any nature (including lost profits), regardless of whether the parties have been advised of the possibilities of such damages. In addition to all rights and remedies available to it in law or in equity, the State may subtract from any payment required to be made to Vendor under the Agreement all damages, costs and expenses caused by any such security breach to the extent Vendor is obligated for same under this Section.

4.7. Multifunction peripherals must be hardened when used or connected to the State's network. They should be configured to harden the network protocols, management services, processing services (print, copy, fax, and scan), logging, and physical security. Care shall be taken to ensure that any State non-public data is removed from memory before service calls and/or

equipment disposal. Electronic information storage devices (hard drives, tapes, diskettes, compact disks, USB, multifunction peripherals, *etc.*) shall be disposed of in a manner corresponding to the classification of the stored information, up to and including physical destruction.

4.8. To the extent required by Section 12.3 below, Vendor shall agree to and comply with all terms and conditions for cloud services and data usage attached hereto as Exhibits 3 and 4, respectively.

4.9. It shall be the duty of the Vendor to assure that all Services are technically sound and in conformance with all pertinent federal, state and local statutes, codes, ordinances, resolutions and other regulations that are applicable to Vendor as a provider of the Services under this Agreement. Vendor will not provide Services or produce work product that violates or infringes on any copyright or patent rights. Vendor shall, without additional compensation, correct or revise any errors or omissions in its Services or work product.

4.10. Permitted or required approval by the State of any Services by Vendor shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of such work. The State's review, approval, acceptance, or payment for any of Vendor's Services shall not be construed to operate as a waiver of any rights under the Agreement, and Vendor shall be and remain liable in accordance with the terms of the Agreement and applicable law.

4.11. Vendor shall appoint a senior employee who will manage the implementation of Services for the State. Vendor shall also appoint a senior employee who will manage the performance of such Service, and act as the single point of contact to OST following implementation.

4.12. Designation of persons for the positions identified in Section 4.11 shall be subject to review and approval by the State. Should the assigned staff need to be diverted off the project for what are now unforeseeable circumstances, Vendor will notify the State immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work originally assigned to the diverted project staff at no cost to Delaware. Selected replacement staff are subject to review and approval by the State. If Vendor fails to make a required replacement within 30 days, the State may terminate the Agreement for cause. Upon receipt of written notice from the State that an employee of Vendor is unsuitable to the State, in its sole discretion, Vendor shall remove such employee from the performance of Services and substitute in his/her place an employee suitable to the State.

4.13. Vendor agrees that its officers and employees will cooperate with the State in the performance of Services and will be available for consultation with the State at such reasonable times with advance notice so as to not conflict with their other responsibilities.

4.14. Vendor has or will retain such employees as it may need to perform the Services. Such employees shall not be employed by the State or any political subdivision of the State.

4.15. Vendor will not use the State's or the Boards' name, either express or implied, in any of its advertising or sales materials, or as a reference, without the State's express written consent.

4.16. Vendor shall be properly authorized to transact business in Delaware as provided in applicable laws and regulations.

4.17. Vendor represents that Vendor is required by federal banking law and regulations to establish and implement a comprehensive and effective business continuity/disaster recovery plan ("BCP") and to regularly test such BCP. Vendor shall maintain for the duration of the Agreement a BCP that complies with the foregoing requirements and that is consistent with industry standards for providers of services similar to the Services.

4.18. Vendor will maintain an IT risk and security management program in compliance with all laws

that are applicable to the Vendor as the provider of the Services under the Agreement that meets or exceeds the requirements of the Office of the Comptroller of the Currency and the Federal Financial Institutions Examination Council as well as the Gramm-Leach Bliley Act-and other applicable federal and state data privacy laws and regulations.

5. State Responsibilities.

5.1. OST agrees that its officers and employees will cooperate with Vendor in the performance of Services and will be available for consultation with Vendor at such reasonable times with advance notice so as to not conflict with their other responsibilities.

6. Rights to Data and Documents.

6.1. The State shall have the right to reproduce and disclose the Agreement and all data and documents related to the Agreement, except for any confidential information the State is permitted and legally required to withhold from public disclosure.

6.2. Vendor may retain title and interest to any underlying data furnished and/or generated by Vendor pursuant to the Agreement but only to the extent that retention of such title and interest does not conflict with the State's right or ability to audit Vendor's performance under the Agreement and other applicable laws, regulations and orders, or transition Services to a new vendor. The State shall have a perpetual, nontransferable, non-exclusive, paid-up right and license to use, copy, modify and prepare derivative works of all materials in which Vendor retains title, whether individually by Vendor or jointly with the State, in connection with and in furtherance of such rights and obligations.

7. Warranty.

7.1. Vendor warrants that the Services will be performed in a good and workmanlike manner and in accordance with industry standards. Vendor represents that all equipment provided by Vendor in connection with the Services shall be operational and fit for the purpose provided. Vendor agrees to re-perform any Services, correct work product and fix or replace equipment not in compliance with this warranty.

7.2. Third-party products and services within the scope of the Agreement, if any, are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by Vendor for the State's use in connection with the provision of the Services, Vendor shall at no cost to the State license or assign to the State all rights Vendor obtains from the vendors of such products and services (including warranty and indemnification rights), to the extent that such rights are licensable or assignable.

8. Indemnification; Limitation of Liability.

8.1. The Board, OST and the State and their respective officers, agents and employees shall have no obligation to indemnify Vendor or its officers, members, agents or employees for any liability, suits, actions, claims, costs or expenses (including attorneys' fees), brought against or incurred by Vendor, including, without limitation, any suit, action, claim, cost or expense arising out of or relating to the Agreement.

8.2. Vendor shall indemnify and hold harmless the Board, OST and the State and their respective officers, members, agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees), brought or asserted by third parties to the extent based on the negligent, reckless, intentional or other tortious, fraudulent, or unlawful conduct of the Vendor or its officers, agents or employees in the performance of Services or otherwise arising out of or relating to the breach of the Agreement by the Vendor. If the State notifies Vendor in writing of such third-party claim, Vendor will defend such claim at its expense. Vendor will pay all damages, costs and expenses that may

be finally awarded against the Board, OST or the State, or their respective officers, members, agents or employees. The foregoing indemnification obligation of Vendor is contingent upon the State promptly notifying Vendor in writing of such claim, permitting Vendor ultimate authority to control the defense or settlement of such claim, and providing Vendor reasonable assistance in connection therewith. OST will have the option and right to participate in the defense or settlement of any dispute or matter implicating this Section 8.2.

8.3. Except for fees that may be due and owing in respect of Services, and notwithstanding anything to the contrary in the Agreement, the Board, OST and the State and their respective officers, members, agents and employees shall have no liability for any damages, whether direct or indirect, compensatory or punitive, actual or consequential damages arising out of or related in any way to performance of the Agreement.

8.4. Except as otherwise specifically stated herein to the contrary, the Board, OST and the State and their respective officers, members, agents and employees expressly reserve all rights, claims, arguments, defenses and immunities, including, without limitation, claims or defenses based on sovereign immunity, qualified immunity and other statutory or common law rights, claims, defenses or immunities.

9. Insurance.

9.1. Vendor shall maintain the following insurance during the term of the Agreement:

a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law;

b. Comprehensive General Liability—$1,000,000.00 per occurrence/$3,000,000 per aggregate;

c. Professional Liability—$6,000,000 per aggregate;

d. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than $300,000 for each accident as to bodily injury and $25,000 as to property damage to others.

e. Cyber Liability – Vendor must maintain cyber security liability insurance coverage with limits of $25,000,000 aggregate for loss resulting from a data breach. The policy shall be issued by an insurance company with an A.M. Best Rating of A-VII and shall remain in place for the term of the Agreement. At a minimum, the policy must include third- party coverage for credit monitoring, notification costs to data breach victims, and regulatory penalties and fines (to the extent insurable). Vendor shall be responsible for any deductible or self-insured retention contained in the insurance policy.

f. Excess/Umbrella policy - Excess/Umbrella $10,000,000 total (sits above underlying worker's compensation and employer's liability, general liability, and automotive liability).

9.2. Should any of the above-described General Liability, Automobile Liability, or Worker's Compensation policies be cancelled before the expiration date thereof, notice will be delivered to the State. Failure to maintain required insurance at all times is an event of default and constitutes grounds for terminating the Agreement.

9.3. Before any work is done pursuant to the Agreement, certificates of insurance for the insurance policies specified above shall be provided to the State. The certificates shall reference the contract number, TRE18101-BANKINGSVC, and identify the certificate holder as follows:

Office of the State Treasurer
820 Silver Lake Blvd., Suite 100
Dover, DE 19904

9.4. In no event shall the Board, OST or the State, or their respective officers, members, agents or employees, be named as an additional insured on any policy required under the Agreement.

10. Independent Contractor.

10.1. It is understood that in the performance of the Services, Vendor shall be, and is, an independent contractor, and is not an agent or employee of the Board or the State and shall furnish such Services in its own manner and method except as required by the Agreement.

10.2. Vendor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Vendor in the performance of the Services; provided, however, that vendor will, subject to scheduling and staffing considerations, attempt to honor the State's request for specific individuals.

10.3. Vendor shall be solely responsible for, and shall indemnify, defend and hold the Board, the State and their respective officers, members, agents and employees harmless from all matters relating to the payment of its employees, including compliance with Social Security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

10.4. Vendor acknowledges that Vendor and any agents or employees employed by Vendor shall not, under any circumstances, be considered employees of Delaware, and that they shall not be entitled to any of the compensation, benefits or rights afforded employees of Delaware, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees' Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

10.5. Vendor shall be responsible for providing liability insurance for its personnel.

10.6. As an independent contractor, Vendor has no authority to bind or commit the Board or the State. Nothing herein shall be deemed or construed to create a joint venture, partnership, or agency relationship between the parties for any purpose.

11. Termination.

11.1. The Agreement may be terminated by either party for default of the other party that is not cured within ten (10) business days after the non-defaulting party provides the defaulting party with written notice of default and demand for cure in accordance with the notice provisions of the Agreement. Default shall mean the failure of the other party to fulfill a material obligation under the Agreement.

11.2. The Agreement may be terminated in whole or in part by the State for its convenience, but only after Vendor is given thirty (30) business days written notice of intent to terminate.

11.3. If termination is effected, the State will pay Vendor that portion of compensation which has been earned as of the effective date of termination, but:

a. No amount shall be allowed for anticipated profit on performed or unperformed Services or other work; and

b. Any payment due to Vendor at the time of termination may be adjusted or withheld to the extent of any offset or recoupment rights, including, without limitation, amounts for liability or costs occasioned to the Board or the State by reason of Vendor's default or otherwise attributable to the conduct of Vendor or its officers, agents or employees.

11.4. In the event the Vendor ceases conducting business, the State shall have the right to make an unsolicited offer of employment to any officers or employees of Vendor assigned to the

performance of the Agreement.

11.5. Upon termination, for cause or convenience, the State may immediately retain another vendor to perform the Services, and Vendor shall commence providing transition services. Vendor shall at all times cooperate in the transition and shall perform, at no cost to the State, such transition services as the State in its reasonable discretion shall determine are necessary or appropriate to enable the transition of Services to a successor vendor or vendors. Vendor's obligation to provide transition services shall survive termination and shall continue until such date as is communicated in writing to Vendor that such services are no longer needed. Transition services shall include:

a. Maintenance of current support levels without any degradation of services;

b. Production of reports and data extracts required to convert and reconcile accounts;

c. Operational and technical resource support required for testing and conversion activities;

d. Availability for conversion meetings given reasonable advanced notice;

e. Continued user access to systems and reports;

f. Production of regular status updates advising the State of conversion preparations and progress;

g. Support of knowledge-transfer activities, including the completion of requested templates, questionnaires, checklists, etc.; and

h. Documentation of known open issues and risks impacting cardholder accounts or Services.

11.6. If after termination for breach it is determined that Vendor has not so failed, the termination shall be deemed to have been effected for convenience.

11.7. The termination of the Agreement for any reason, including those listed in Article XI of the Agreement, shall not terminate any rights or obligations that are intended to extend beyond termination, including the parties' confidentiality obligations and Vendor's indemnification and transition obligations.

11.8. The rights and remedies of the State provided in this Section are in addition to any other rights and remedies provided by law or under the Agreement.

12. Document Ownership, Retention & Access.

12.1. The State shall own and retain exclusive title to all documents and data possessed by the State, regardless of source, relating to the prepaid credit card program contemplated in the Agreement (the "Program"), which documents and data shall be referred to as "State Materials." The State Materials are subject to and maintained by the State in accordance with the Delaware Public Records Law, 29 *Del. C.* Ch. 5., and the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100, and other applicable laws, regulations and orders.

12.2. Vendor shall own and retain exclusive title to all documents and data possessed by Vendor, regardless of source, related to the establishment and servicing of cardholder accounts under the Program, which documents and data shall be referred to as "Vendor Materials." Vendor shall maintain Vendor Materials in accordance with Vendor's record retention policies, Section 10.7 of the Agreement, and applicable laws, regulations and orders, including applicable federal and state laws pertaining to the protection of personally identifiable information and consumer privacy.

12.3. The parties recognize that certain Vendor Materials will contain confidential personally

identifiable information for cardholders, account numbers and other confidential financial information provided by the State in connection with the establishment and funding of cardholder accounts (the "Shared Materials"). Shared Materials constitute Confidential Information as defined in the Agreement. Vendor shall comply with DTI's requirements for data confidentiality and integrity (Exhibit 2), cloud services (Exhibit 3) and data usage (Exhibits 4) with respect to Shared Materials. Capitalized terms used but not defined in Exhibits 2 through 4 have the meanings ascribed to such terms in the STCs or the Agreement, as appropriate.

12.4. Nothing in the Agreement or the STCs shall waive or affect in any way any right, obligation or discretionary authority the State or any other governmental entity may have under applicable laws, regulations or orders to investigate the potential misuse of or fraud involving prepaid credit cards or cardholder accounts established in connection with the Program.

12.5. During the term of the Agreement, authorized representatives of the State may inspect or audit Vendor's performance and all records pertaining to the Agreement at the Vendor's business offices during normal business hours.

13. Gratuities.

The State may, by written notice to Vendor, terminate the Agreement without liability if it is found that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor or any agent or representative of Vendor to any officer or employee of the State with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending or making of any determinations with respect to the Agreement.

14. Appropriations.

The validity and enforceability of the Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. The Agreement shall terminate and the State's obligations under it shall cease at the end of the fiscal year in which the State fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due. The Agreement shall be deemed void and shall be unenforceable as to any obligation of the State requiring the expenditure of money for which no specific appropriation has been made.

15. Assignment; Subcontracts.

15.1. Except for assignments arising under operation of law due to a merger or acquisition of Vendor, any attempt by Vendor to assign or otherwise transfer any interest in the Agreement without the prior written consent of the State shall be void.

15.2. Services specified by the Agreement shall not be subcontracted by Vendor without the prior written approval of the State.

15.3. Approval by the State of Vendor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to and be bound by all applicable provisions of the Agreement.

15.4. Vendor shall be and remain liable for all damages to the Board, or the State caused by negligent performance or non-performance of work under the Agreement by Vendor or any subcontractor.

15.5. The compensation otherwise due to Vendor pursuant to Exhibit B to the Agreement shall not be affected by the State's approval of the Vendor's request to subcontract.

16. Complete Agreement.

16.1. The Agreement shall constitute the entire Agreement between the State and Vendor with respect to the subject matter of the Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of the Agreement shall supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of the Agreement.

16.2. If the scope of any provision of the Agreement is too broad in any respect to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

16.3. If any term or provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of the Agreement, but such term or provision shall be deemed modified to the extent necessary to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties.

17. Miscellaneous Provisions.

17.1. Neither the Agreement nor the STCs may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of the Agreement or the STCs shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

17.2. The delay or failure by either party to exercise or enforce any of its rights under the Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

17.3. Vendor covenants that it presently has no interest, and that it will not acquire any interest, direct or indirect, that conflicts or would conflict in any manner or degree with the performance of Services required under the Agreement. Vendor further covenants that, in the performance of said Services, no person having any such interest shall be employed.

17.4. Vendor acknowledges that the Board and the State have obligations to ensure that public funds are not used to subsidize private discrimination. Vendor recognizes that its refusal to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, may result in the State declaring Vendor in breach of the Agreement, terminating the Agreement without penalty and/or taking such additional action as may be warranted under the circumstances.

17.5. Vendor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State shall have the right to annul the Agreement without liability.

17.6. The Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

17.7. At the option of the State, the parties shall attempt in good faith to resolve any dispute arising out of or relating to the Agreement promptly by negotiation between officials or executives who have authority to settle the controversy. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in any proceeding involving the parties, provided evidence that is

otherwise admissible or discoverable may not be rendered inadmissible. If the matter is not resolved by negotiation, or if the State in its discretion elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below.

17.8. Any disputes, claims or controversies arising out of or relating to the Agreement that are not resolved through resolution pursuant to Section 17.7, must be submitted to mediation if the State in its discretion so elects. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the proceedings and shall keep the terms of any resulting settlement or award confidential to the extent permissible under applicable law. Each party shall bear its own costs of mediation, including attorneys' fees and half of the mediator's fees and expenses.

17.9. The rights and remedies of the State provided for in the Agreement are in addition to any other rights and remedies provided by law or at equity.

17.10. Pursuant to Regulation S-P adopted by the Securities and Exchange Commission, all non-public consumer personal and financial information provided to Vendor under the Agreement shall be kept confidential by Vendor and not disclosed to others, except to the extent disclosure is (i) permitted by Regulation S-P or authorized by Delaware law; (ii) required by applicable law or judicial or regulatory process; (iii) necessary to carry out the purposes of the Agreement; (iv) to a bank regulatory agency or in connection with an examination of Vendor's records by bank examiners; or (v) at the express direction of any other authorized government agency.

18. Assignment of Antitrust Claims.

As consideration for the award and execution of the Agreement by the State, Vendor hereby grants, conveys, sells, assigns, and transfers to the State all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State, relating to the goods or Services and other work product purchased or acquired by the Board or the State pursuant to the Agreement.

19. Governing Law.

The Agreement shall be governed by and construed in accordance with Delaware laws, without regard to conflict of laws rules or principles. Vendor consents to jurisdiction and venue in Delaware.

20. [Reserved.]

21. Exhibits.

The following four (4) exhibits and all terms and conditions thereof shall be incorporated into and considered part of the STCs:

Exhibit 1 – Implementation Plan

Exhibit 2 – Confidentiality (Non-Disclosure) and Integrity of Data Agreement

Exhibit 3 – Cloud Services Terms and Conditions Agreement

Exhibit 4 – Data Usage Terms and Conditions Agreement

Exhibit 1: Implementation Plan

Personalized Card Timeline	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6
Confirm, update, or provide program information						
Return Administrative Website User Request Forms						
Administrative Website Training						
Prefund the Adjustment Account						
Register and fund a test card (optional)						
Order cards and prepare for funding						
Distribute Cards (if bulk shipping)						
Fund Cards						

Client Meetings with U.S. Bank Onboarding Team

1. Kick Off Meeting – 1 hour
2. Administrative Website Training – 1.5 hours
3. Additional Assistance (file review, funding, etc.) – if needed
4. Launch Confirmation Call – 5 to 10 minutes

Exhibit 2: Confidentiality (Non-Disclosure) & Integrity of Data

CONTRACT NUMBER: TRE18101-BANKINGSVC

CONFIDENTIALITY (NON-DISCLOSURE) AND INTEGRITY OF DATA AGREEMENT

DTI is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored - *e.g.*, electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed exclusively to process Shared Materials will not be modified without the knowledge and written authorization of DTI. The rights and obligations of the parties with respect to Shared Materials are set forth in and governed by the Agreement.

I/we, as an employee(s) of Vendor, or officer of my firm, understand that I/we act as an extension of DTI with respect to Shared Materials and therefore I/we are responsible for safeguarding Shared Materials. I/we will not use, disclose, or modify Shared Materials without the written knowledge and written authorization of DTI, except as permitted in the Agreement. Furthermore, I/we understand that I/we are to take all necessary precautions to prevent unauthorized use, disclosure, or modification of Shared Materials, and that I/we should alert my immediate supervisor of any situation whichmight result in, or create the appearance of, unauthorized use, disclosure or modification of Shared Materials.

Penalty for unauthorized use, modification, or disclosure of Shared Materials may result in personal liability under applicable State or federal law.

This statement applies to the undersigned Vendor and to any others working under the Vendor's direction.

I, the Undersigned, hereby affirm that I have read DTI's Policy on Confidentiality (Non-Disclosure) and Integrity of Data and understood the terms of the above Confidentiality (Non-Disclosure) and Integrity of Data Agreement, and that I/we agree to abide by the terms above.

Vendor Name: U.S. Bank NA

Authorizing Official Name (print): Peter L. Klukken

Authorizing Official Signature:

Date: 5 March 2019

Exhibit 3: Cloud Services Terms & Conditions Agreement

CONTRACT NUMBER: TRE18101-BANKINGSVC

STATE OF DELAWARE
DEPARTMENT OF TECHNOLOGY AND INFORMATION
801 Silver Lake Blvd., Dover, Delaware 19904

DELAWARE CLOUD SERVICES TERMS AND CONDITIONS AGREEMENT

PUBLIC AND NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE

XaaS Contract #_____, Appendix _____

between State of Delaware and_____dated _____

	Public Data	Non Public Data	Cloud Services (CS) Terms
			Vendor must satisfy Clause CS1-A OR Clauses CS1-B and CS1-C, AND Clause CS4 for all engagements involving non-public data. **Clause CS2 is mandatory for all engagements involving non-public data.** **Clause CS3 is only mandatory for SaaS or PaaS engagements involving non-public data.**
CS1-A		☐	**Security Standard Compliance Certifications:** Vendor shall meet, and provide proof of, one or more of the following Security Certifications. • CSA STAR – Cloud Security Alliance – Security, Trust & Assurance Registry (Level Two or higher) • FedRAMP - Federal Risk and Authorization Management Program
CS1-B		☐	**Background Checks:** Vendor must warrant that they will only assign employees and subcontractors who have passed a state-approved criminal background checks. The background checks must demonstrate that staff, including subcontractors, utilized to fulfill the obligations of the contract, have no convictions, pending criminal charges, or civil suits related to any crime of dishonesty. This includes but is not limited to criminal fraud, or any conviction for any felony or misdemeanor offense for which incarceration for a minimum of 1 year is an authorized penalty. Vendor shall promote and maintain an awareness of the importance of securing the State's information among Vendor's employees and agents. Failure to obtain and maintain all required criminal history may be deemed a material breach of the contract and grounds for immediate termination and denial of further work with the State.
CS1-C		☐	**Sub-contractor Flowdown:** Vendor shall be responsible for ensuring its subcontractors' compliance with the security requirements stated herein.
CS2		☐	**Breach Notification and Recovery:** Vendor must notify the State as soon as possible without unreasonable delay after the discovery of any incident resulting in the destruction, loss, unauthorized disclosure, or alteration of Shared Materials. If data is not encrypted (*see* CS 3, below), Delaware Code (6 *Del. C.* §12B-100 et seq.) requires public breach notification of any incident resulting in the loss or unauthorized disclosure of Delawareans' Personally Identifiable Information (PII, as defined in Delaware's *Terms and Conditions Governing Cloud Services* policy) by Vendor or its subcontractors. Vendor will provide notification to persons whose information was breached without unreasonable delay but not later than 60 days after determination of the breach, except: (1) when a shorter time is required under federal law; (2) when law enforcement requests a delay; or (3) reasonable diligence did not identify certain residents, in which case notice will be delivered as soon as practicable. All such communication shall be coordinated with the State. Should Vendor or its contractors be liable for the

	Public Data	Non Public Data	Cloud Services (CS) Terms
			Vendor must satisfy Clause CS1-A OR Clauses CS1-B and CS1-C, AND Clause CS4 for all engagements involving non-public data. **Clause CS2 is mandatory for all engagements involving non-public data.** **Clause CS3 is only mandatory for SaaS or PaaS engagements involving non-public data.**
			breach, Vendor shall bear all direct costs associated with investigation, response, and recovery from the breach. This includes, but is not limited to, credit monitoring services with a term of at least three (3) years, mailing costs, website, and toll-free telephone call center services. The State shall not agree to any limitation on liability that relieves Vendor or its subcontractors from its own negligence, or to the extent that it creates an obligation on the part of the State to hold Vendor or any other individual or entity harmless.
CS3		☐	**Data Encryption:** Vendor shall encrypt all non-public data in transit, regardless of transit mechanism. Vendor shall encrypt Shared Material at rest. Vendor's encryption shall meet validated cryptography standards as specified by the National Institute of Standards and Technology in FIPS140-2 and subsequent security requirements guidelines. Vendor and the State will negotiate mutually acceptable key location and key management details. Vendor must maintain cyber security liability insurance coverage for as long as Vendor possesses Shared Material.
CS4	☐	☐	**Notification of Legal Requests:** Vendor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to Shared Materials. With regard to Shared Materials, Vendor shall not respond to subpoenas, service of process, and other legal requests without first notifying the State unless prohibited by law from providing such notice.

The foregoing terms shall be incorporated into the aforementioned Agreement and shall survive termination and continue for as long as Vendor possesses Shared Material. Any conflict between the foregoing terms and the Agreement shall be resolved by giving priority to the Agreement. By signing this document, Vendor agrees to abide by the following applicable Terms and Conditions:

FOR OFFICIAL USE ONLY

☐ **CS4 (Public Data)**
☐ **CS1-A and CS4 (Non-Public Data) OR** ☐ **CS1-B and CS1-C and CS4 (Non-Public Data)**
☐ **CS2 (Non-public Data)** ☐ **CS3 (SaaS, PaaS – Non-public Data)**

VENDOR Name/Address *(print)*: V-S. BANK, NA
425 Walnut St, Cincinnati, OH 45202

Authorizing Official Name *(print)*: Peter L. Klukken

Authorizing Official Signature: [signature] Date: 5 March 2018

Exhibit 4: Data Usage Terms and Conditions Agreement

CONTRACT NUMBER: TRE18101-BANKINGSVC

STATE OF DELAWARE
DEPARTMENT OF TECHNOLOGY AND INFORMATION
801 Silver Lake Blvd., Dover, Delaware 19904

DELAWARE DATA USAGE TERMS AND CONDITIONS AGREEMENT

PUBLIC AND NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE

Contract/Agreement #/name PDCS Exhibit 4 (JCJ 3-5-19), *~~Appendix~~* ___

between State of Delaware and USB *dated* March 4, 2019

	Public Data	Non Public Data		DATA USAGE (DU) TERMS
DU1	√	√	**Data Ownership**	The State shall own all right, title and interest in data related to the Services to the extent provided in Section 12 of the STCs. Vendor shall not access State user accounts, except (i) in the course of data center operations, (ii) response to service or technical issues, (iii) as required by the express terms of the Agreement, or (iv) at the State's written request. All information obtained or generated by Vendor under the Agreement shall become and remain property of Vendor to the extent provided in Section 12 of the STCs.
DU2	√	√	**Data Usage**	Vendor will protect against any inappropriate use of Shared Materials. To this end, Vendor shall comply with the following conditions. Except as permitted in the STCs or the Agreement, at no time will any Shared Materials be copied, disclosed, or retained by Vendor or any party related to Vendor for subsequent use. Vendor will take reasonable steps to limit the use of, or disclosure of, and requests for, Shared Materials to the extent necessary to accomplish the intended purpose of the Agreement. Vendor may not use any Shared Materials for any purpose other than providing the Services. Protection of Personally Identifiable Information (PII, as defined in the State's *Terms & Conditions Governing Cloud Services* policy), privacy, and sensitive data shall be an integral part of the business activities of Vendor to ensure that there is no inappropriate or unauthorized use of Shared Materials. Vendor shall safeguard the confidentiality, integrity, and availability of Shared Materials. Only duly authorized Vendor staff will have access to Shared Materials, which staff may be required to obtain security clearance from the State. No party related to Vendor may retain Shared Materials for subsequent use in any transaction that has not been expressly authorized by the State.

	Public Data	Non Public Data		DATA USAGE (DU) TERMS
DU3	√	√	**Termination and Suspension of Service**	*Suspension of Services:* During any period of suspension or contract negotiation or disputes, Vendor shall not take any action to intentionally alter, erase, or otherwise render inaccessible any Shared Material or other data related to the Agreement. *Termination of Services or Agreement:* In the event of termination of any Services or the Agreement in its entirety, Vendor shall not take any action to intentionally alter, erase, or otherwise render inaccessible any Vendor or Shared Materials for a period of 12 months after the effective date of the termination. Within this timeframe, Vendor will continue to secure, back up and make available to the State Vendor and Shared Materials. After such 12-month period, Vendor shall have no obligation under the Agreement to maintain or provide any such data. Thereafter, unless legally prohibited, and subject to its right to retain an electronic copy for archival purposes, Vendor shall at the State's option return or dispose securely of all Shared Materials in its systems or otherwise in its possession or control. Post-Termination Assistance: The State shall be entitled to post-termination access and assistance as provided herein or in the Agreement.
DU4		√	**Data Disposition**	At the end of this engagement, if the State demands the return of the Shared Materials, Vendor will account for and return all Shared Materials in all of its forms, including, without limitation, disk, CD/DVD, tape and paper, subject to Vendor's right to keep a copy for archival purposes according to its records retention schedule. Other than copying to create an electronic copy for archival purposes, at no time shall any Shared Materials be copied by Vendor. When required by the State, Vendor shall destroy all Shared Materials in all of its forms (*e.g.*, disk, CD/DVD, backup tape, paper) in its possession or control, subject to Vendor's right to keep a copy for archival purposes according to its records retention schedule. Shared Materials shall be permanently deleted, and shall not be recoverable, in accordance with National Institute of Standards and Technology approved methods. Vendor shall provide written certificates of destruction to the State.

DU5		√	**Data Location**	Vendor shall not store, process, or transfer any Shared Materials outside of the United States, including for back-up and disaster recovery purposes. Vendor may permit its personnel to access Shared Materials remotely from an offshore location only as required to provide technical or call center support.

	Public Data	Non Public Data		DATA USAGE (DU) TERMS
DU6		√	**Breach Notification and Recovery**	Vendor must notify the State as soon as possible without unreasonable delay after the discovery of any incident resulting in the destruction, loss, unauthorized disclosure, or alteration of Shared Materials. If data is not encrypted (*see* DU 7, below), Delaware Code (6 *Del. C.* § 12B-100 et seq.) requires public breach notification of any incident resulting in the loss or unauthorized disclosure of Delawareans' Personally Identifiable Information (PII, as defined in Delaware's *Terms and Conditions Governing Cloud Services* policy) by Vendor or its subcontractors. Vendor will provide notification to persons whose information was breached without unreasonable delay but not later than 60 days after determination of the breach, except: 1) when a shorter time is required under federal law; 2) when law enforcement requests a delay; or 3) reasonable diligence did not identify certain residents, in which case notice will be delivered as soon as practicable. All such communication shall be coordinated with the State. Should Vendor or its contractors be liable for the breach, Vendor shall bear all direct costs associated with investigation, response, and recovery from the breach. This includes, but is not limited to, credit monitoring services with a term of at least three (3) years, mailing costs, website, and toll-free telephone call center services. The State shall not agree to any limitation on liability that relieves Vendor or its subcontractors from its own negligence, or to the extent that it creates an obligation on the part of the State to hold Vendor or any other individual or entity harmless.

DU7		√	**Data Encryption**	Vendor shall encrypt all non-public data in transit, regardless of transit mechanism. Vendor shall encrypt Shared Material at rest. Vendor's encryption shall meet validated cryptography standards as specified by the National Institute of Standards and Technology in FIPS140-2 and subsequent security requirements guidelines. Vendor and State will negotiate mutually acceptable key location and key management details. Vendor must maintain cyber security liability insurance coverage for as long as Vendor possesses Shared Material.

The foregoing terms shall be incorporated into the aforementioned Agreement and shall survive termination and continue for as long as Vendor possesses Shared Material. Any conflict between the Agreement and the foregoing terms shall be resolved by giving priority to the Agreement. By signing this document, Vendor agrees to abide by the following applicable Terms and Conditions [check one]:

FOR OFFICIAL USE ONLY☐ **DU 1 - DU 3 (PUBLIC DATA ONLY) or ☐DU 1 - DU 7 (NON PUBLIC DATA)**

VENDOR Name/Address *(print)*: U.S. Bank, NA
425 Walnut Street, Cincinnati, OH 45202

Authorizing Official Name *(print)*: Peter L. Klukken

Authorizing Official Signature: _____ Date: 5, March 2019