

The City of St. Louis, MO Treasurer's Office
Request for Proposal

Payroll and Parking Division Banking and Depository Services
November 16, 2018

THE RESPONSES CONTAINED HEREIN ARE INTENDED FOR DISCUSSION PURPOSES ONLY AND SHALL NOT BE CONSTRUED AS A CONTRACTUAL UNDERTAKING OR COMMITMENT ON THE PART OF EITHER PARTY. SUCH CONTRACTUAL UNDERTAKINGS AND COMMITMENTS, IF ANY, SHALL BE CONTAINED EXCLUSIVELY IN

THE DEFINITIVE AGREEMENTS BETWEEN THE PARTIES. IN ADDITION, NOTHING CONTAINED HEREIN SHALL OBLIGATE EITHER PARTY TO ENTER INTO A DEFINITIVE AGREEMENT FOR THE PROVISION OF ANY BANKING SERVICES. ANY SUCH DEFINITIVE AGREEMENT SHALL BE DESIGNATED AS SUCH BASED UPON THE WRITTEN MUTUAL AGREEMENT OF THE PARTIES.

November 16, 2018

Connie Johnson,
Assistant Treasurer
City of St. Louis, MO
City Hall, Room 220
1200 Market Street
St. Louis, Missouri 63103

Dear Connie,

Thank you for giving Commerce Bank the opportunity to provide a comprehensive proposal for the Payroll and Parking Division Banking and Depository services to the City of St. Louis Treasurer's Office, Missouri ("the City"). Please find Commerce Bank's proposal with exhibits located behind the clearly-marked sections.

Based on detailed information in the Request for Proposal, we firmly believe that Commerce Bank is uniquely positioned not only to offer the City innovative solutions, but also to service your account in a way that exceeds your expectations. The following proposal has been thoughtfully assembled, taking into consideration the specific needs of the City, as well as the unique ways that Commerce Bank is able to provide value-added solutions. The relationship team mentioned in this proposal is anticipating a bank interview with the Treasurer's office to discuss specific detail, products and pricing included in this request for proposal.

We have included an Executive Summary for your convenience to illustrate several distinctive examples of ways we differentiate ourselves within the banking industry.

We look forward to expanding our relationship with the City, appreciate the current relationships, and welcome any feedback on how our recommendations can be modified to best meet your needs. Please feel free to contact us with any questions or comments relating to this proposal. Thank you for your consideration of our services.

Best regards,

Ryan L. Baumgartner
Officer, Commercial Banking

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EXECUTIVE SUMMARY



Executive Summary

We appreciate your consideration of our competitive proposal for the City of St. Louis, Missouri Treasurer’s Office (“STLTO”). This proposal contains comprehensive and detailed responses to the previously received RFP and intends to convey Commerce Bank’s aptitude and commitment to serve the City through the extensive capability of our products, services and representatives.

Relationship Team

Since Commerce Bank was founded over 150 years ago, the bank has continually expanded its long-standing investment in its people, technology, product offerings and service channels to bring the utmost value and convenience to its customers, thus improving the bank’s ability to serve the evolving needs of its customers. This strategy, coupled with the bank’s community involvement, has given Commerce Bank a leadership position. STLTO will have a dedicated relationship team lead by Ryan L. Baumgartner, Commercial Banking Relationship Manager and Joseph Chapman, Treasury Management Sales Officer. The relationship team is located in St. Louis and will be accessible for in person meetings.

“Big Bank” Technology Delivered with the Service Level of a Community Bank

Commerce invests in technology that drives down costs and addresses our clients’ everchanging needs. As a Commerce client, STLTO will benefit by having access to financial tools that integrate with your software, protect you from fraud, and ultimately deliver cost savings. By doing this, we become more than just our customers’ bank. We become partners in their success. Commerce Bank offers the same cutting-edge technology that larger banks offer, but delivers our services using the hands-on approach of a local community bank.

Commerce Bank: Highly Regarded; Long-term History

Commerce Bank was started over 150 years ago and has grown over time to be an industry leader in the financial services industry for delivering innovative services, providing consistently high customer satisfaction, and for our excellent money management services. Below are a few key banking metrics:

- \$25.0 billion in assets
- 45th largest US bank as measured by asset size
- \$6.9 billion Market Cap
- 29th largest US bank as measured by Market Cap

As in all the markets it serves, Commerce is committed to the St. Louis community. We are a key



supporter of the numerous organizations devoted to strengthening the region.

We appreciate STLTO's consideration of the following proposal and welcome the opportunity to answer questions or further discuss capabilities.



SCOPE OF BANKING SERVICES



Scope of Banking Services

1. Customer Service

Please include the following information in your proposal for Customer Service:

A description of the customer service approach your financial institution will employ with the STLTO. Factors include training, initial testing and set-up, equipment servicing, and communication.

COMMERCIAL CUSTOMER SUPPORT TEAM

(800) 207-0886; commercialsupport@commercebank.com

Day-to-day support is available through Commerce Bank’s centralized Commercial Customer Support department. Customer Support is staffed Monday through Friday, 7:00 a.m. to 7:00 p.m. CST. Support is accessible via email, fax and over the phone. There are no additional charges for this assistance. Commerce Bank’s Commercial Customer Support provides immediate access to highly-trained and motivated personnel to assist you with technical issues and research. College graduates staff this department, with job grades at the highest non-management levels available. They experience twice the industry standard in training throughout all areas of bank operations. Our Commercial Customer Support representatives are able to support any and all types of commercial customer inquiries.

Commercial Customer Support representatives will provide immediate, same-day support and resolution. If a problem is not able to be resolved on a same-day basis, a representative will contact the customer at the end of the day with the status of the research and continue providing daily updates until its complete resolution.

Customer satisfaction score: 5.94 (based on a 6.00 scale)

	Average Speed to Answer (seconds)	Average Time to Resolution (days)	Completed Same Day
1Q2017	14	1.18	94%
2Q2017	25	1.22	92%
3Q2017	20	1.14	92%
4Q2017	16	1.13	93%

Each and every customer inquiry is logged into a proprietary case management system that can be accessed at any time by members of your relationship team. The status of each inquiry is updated and time stamped to ensure prompt resolution. Cases are not closed out of the queue until final resolution have been communicated to the customer. Each time a case is closed, the relationship team receives an email indicating both the nature of the issue and the steps taken to resolve the issue.

- i. The names, email addresses, and telephone numbers of staff members who are authorized to respond to operational, pricing, and technical questions related to this RFP.

Ryan Baumgartner and Joseph Chapman are authorized to respond to operational, pricing, and technical questions related to this RFP. They can be contacted at:

- **Ryan.Baumgartner@CommerceBank.com; (314) 746-8572**
- **Joseph.Chapman@CommerceBank.com; (314) 746-3812**

- ii. The name, email address, physical address, one paragraph bio, and telephone number of the primary relationship manager and secondary relationship manager(s), if any, who will be assigned to the STLTO.



Ryan L. Baumgartner

**Commercial Banking Relationship Officer—St. Louis
(314) 746-8572
Ryan.Baumgartner@CommerceBank.com**

Ryan has more than 12 years of commercial and retail banking experience. He joined Commerce Bank in 2006. Ryan specializes in relationship management and business development for the government and public entity sectors in Eastern Missouri and Southern Illinois. Ryan received his BBA in Management and a minor in Communications from McKendree College, received academic and athletic scholarships and was a speech evaluator and moderator for Model United Nations. Ryan is registered as a Municipal Securities Representative and Government Securities Representative with the Board of Governors of the Federal Reserve System. In addition, he is currently pursuing his M.B.A. from Webster University. Ryan is also the past Vice-Chairman and Treasurer of The Risk Management Association's St. Louis Young Professionals Chapter.

- iii. The current total percentage of public deposits held by the banking institution.

Commerce Bank's public deposits total \$1.4 Billion as of November 2018. Commerce Bank's deposits at fiscal year-end were \$20.4 Billion. The total percentage of public deposits is 6.9% when using the November public deposits and the deposits at fiscal year-end.

- iv. The institution's experience in serving similarly situated governmental entities. Staff qualifications and general experience of those individuals who will be assigned to work with the STLTO.



Tom Harmon

**Executive Vice President & Chief Operating Officer—
St. Louis**

(314) 746-8583

Tom.Harmon@CommerceBank.com

Tom Harmon is President of Commerce Bank—St. Louis, and leads the Bank's commercial banking activities in the St. Louis Region. Harmon has more than 20 years of commercial banking experience. Tom also spent three years as President of Legacy Pharmaceutical Packaging in St. Louis. Tom is a chartered financial analyst (CFA), graduated from Arizona State University with a Bachelor of Science degree in finance and later earned a master's degree in business administration from Southern Illinois University in Carbondale. He serves on the board of directors for The Independence Center, is an advisory board member for Southern Illinois University's College of Business and is a member of the St. Louis Society of Financial Analysts.



Tammy Krebel

**Senior Vice President, Division Manager, Specialty
Banking – St. Louis
Healthcare, Non-Profits & Government
(314) 746-7301
Tammy.Krebel@CommerceBank.com**

Tammy is the Manager of the Specialty Division of Commerce Bank St. Louis and holds responsibility of business development within the St. Louis metropolitan market, with a specialization in government, non-profit and health care industries. She has over 31 years' experience in commercial services with an emphasis during the last 29 years in commercial banking. She has spent the past 22 years at Commerce Bank. Tammy has her Master of Business Administration from Washington University. She is the past chairman of the Deaconess Foundation, retired from the board of directors of Eden Theological Seminary, Boys and Girls Town of Missouri and the Executive Leadership Committee of the American Heart Association's Go Red for Women Luncheon, and Operations and Development Committee of the Great Circle. Currently, she serves as a member of Finance Committee at Haven of Grace, the Trust Fund Distribution Committee of Girl Scouts of Eastern Missouri, and board member of Lighthouse for the Blind. Tammy is registered as a Municipal Securities Representative and Government Securities Representative with the Board of Governors of the Federal Reserve System.



Joe Chapman

**Assistant Vice President, Treasury Services —St. Louis
(314) 746-3812
Joseph.Chapman@CommerceBank.com**

Joe has been in Commercial Banking at Commerce Bank since 2006. Prior to joining Commerce Bank, Joe worked for Edward Jones LLP for six years. Joe held his series 7 & 63 security license in all 50 states assisting Financial Advisors and customers with their investment needs. Joe's current responsibilities include: providing consultative solutions to public funds entities and commercial customers to help streamline cash flow, improving payment processing efficiencies, minimizing fraud and enhancing informational reporting. Joe's experience includes sales, implementation management and support of treasury products. Joe graduated from Webster University.



Bernice Hodge

**Vice President, Treasury Services—St. Louis
(314) 746-3662**

Bernice.Hodge@CommerceBank.com

Bernice Hodge is a Vice President in the Treasury Services department. She supports the Commercial Banking Division including relationships with companies ranging from small business to Fortune 500 companies. Bernice has over 30 years of Treasury Services experience. She joined Commerce Bank in March 2004 after spending 23

years with Bank of America where she held various positions within the Treasury Services Division including Sales, Management, Implementation and Customer Service. Bernice has a Business Degree from the University of Missouri – Columbia. She has earned the Certified Cash Manager (CCM) accreditation.



Darin Crump

**Assistant Vice President, Treasury Management
Account Manager II—St. Louis**

(314) 746-8731

Darin.Crump@CommerceBank.com

Darin Crump has been with Commerce Bank since 2005 serving in multiple roles from Personal Banker to Branch Manager to Small Business Specialist. As a Treasury Management Account Manager Darin has the opportunity to work closely with businesses on a day to day basis. His focus is on helping his clients

by providing consultative solutions thru relationship analysis that will help his clients streamline cash flows and improve payment processing efficiencies. He embraces the company's customer promise, "We Ask, Listen and Solve," to see to it that his customer's needs are taken care of in the best way possible.



Robin Grubbs

**Treasury Management Implementation Specialist—
St. Louis**

(314) 746-7293

Robin.Grubbs@CommerceBank.com

Robin has worked in the Corporate Banking Division at Commerce Bank for over 13 years encompassing both Commercial Lending as a Commercial Loan Associate and Treasury Services as Implementation Specialist for Large corporate clients. Robin is the primary sales resource in Treasury Services focused

on client maintenance, retention activity and

implementation. Robin has an Associate's in Business Management and has a solid background in several business areas adding value to her customer service for our clients.



J. David Rieser Jr.

**Vice President, Capital Markets Group
(314) 746-3612**

Dave.Rieser@CommerceBank.com

David has more than 20 years' experience in institutional portfolio management and fixed income sales. He works with corporations, municipalities, banks, and money managers with their investment portfolio needs and short-term cash management. David has comprehensive knowledge of a variety of markets and specialized investment products that

include government sponsored enterprises, collateralized mortgage obligations, and tax free municipal bonds.



Ross Elford

**First Vice President, Capital Markets Group
(314) 746-3679**

Ross.Elford@CommerceBank.com

Ross has worked with institutional clients for over 30 years in fixed-income investing. Ross provides guidance for developing portfolio strategies, assessing investment alternatives and examining the financial environment. Ross utilizes his extensive knowledge and experience to assist investors in navigating the challenging capital markets. Ross is registered as a Municipal Securities Representative

and Government Securities Representative with the Board of Governors of the Federal Reserve System.



Amy Cordeal

**Commercial Loan Associate
(314) 746-7315**

Amy.Cordeal@CommerceBank.com

Amy has over 25 years of banking experience. After spending 18 years as an Associate at Bank of America in the Middle Market Group, Amy joined Commerce Bank in 2009 as Commercial Loan Associate.

- v. A description of the institution's corporate structure, including holding companies, parents, subsidiaries, or corporate affiliates.

Commerce Bank, Inc. is a subsidiary of Commerce Bancshares, Inc., a publicly traded holding company (NASDAQ: CBSH).

- vi. The role of any third-party processor to be used in providing the services listed in this RFP.

Third-party processors are used in conjunction with CollectPay Online and our Retail Lockbox solutions. The City will not have to contact any third-party because all support is provided by Commerce Bank's in-house Commercial Customer Support team.

2. General Account Services

- A. The STLTO currently operates the following public funds banking accounts. The STLTO requires an account structure that meets the needs outlined below. Each of the following accounts is a Demand Deposit Account (DDA). Proposals should be made according to the current structure, but alternative account structure recommendations, if applicable, should be included as a separate exhibit within the proposal.

Parking Division Account: The majority of the STLTO's parking operations flow through this account, including the deposit of revenues and payment of accounts payable. The STLTO also sends and receives wire transfers and ACH transactions in this account. This account has a balance ranging between \$1,000,000 and \$2,500,000.

Payroll Account: The STLTO has a separate checking account for processing payroll, which includes direct deposits for between 6,000 and 7,000 employees. The STLTO also issues check payments for some employees and other payroll-related items. This account is funded via an account transfer (Zero Balance Account) from the operating account in the amount of gross payroll. The average month disbursement of this account ranges between \$8,000,000 and \$9,000,000.

Commerce Bank understands and can comply with providing services for the above listed accounts.

- B. The STLTO requires a monthly bank statement on each banking account to be received no later than the 5th business day following the end of the month. The STLTO also requires access to electronic or internet statements, including a serial listing of the checks paid, no later than the first business day following the end of the month.

Bank Statements are mailed out within three (3) business days after each month end. In addition, Commerce Connections Online Banking provides the ability to view a PDF of your bank statements the first business day after statement cut. We can add front images of the checks on the statements.

We can accept custom cutoff calendars for statements provided by customers and can accommodate specialized requests.

Please include the following information in your proposal for General Account Services:

- i. List and map of all bank branches located in the City of St. Louis. Identify and sort each branch based on its distance from 1200 Market Street, St. Louis, Missouri 63103.

A) 211 North Broadway, St. Louis, MO 63102	0.7 miles
B) 901 South Vandeventer, St. Louis, MO 63110	3.2 miles
C) 3134 South Grand, St. Louis, MO 63118	3.5 miles
D) 4402 Natural Bridge, St. Louis, MO 63115	4.5 miles
E) 6327 Chippewa, St. Louis, MO 63109	8.4 miles

- ii. List and map of all bank ATMs located in the City of St. Louis. Identify and sort each bank ATM based on its distance from 1200 Market Street, St. Louis, Missouri 63103.

A) 1400 Washington Ave, St. Louis, MO 63103	0.4 miles
B) 211 North Broadway, St. Louis, MO 63102	0.7 miles
C) 901 South Vandeventer, St. Louis, MO 63110	3.2 miles
D) 3134 South Grand, St. Louis, MO 63118	3.5 miles
E) 4402 Natural Bridge Ave., St. Louis, MO 63115	4.5 miles
F) 4344 Shaw Blvd, St. Louis, MO 63110	5.2 miles
G) 4320-48 Loughborough Ave, St. Louis, MO 63116	7.7 miles
H) 6327 Chippewa, St. Louis, MO 63109	8.4 miles

- iii. List and map the location of your call center(s).

Commerce Bank's Customer Service team are located in Kansas City, Missouri and St. Louis, Missouri. The Kansas City location is at 811 Main, Kansas City, Missouri 64105. The St. Louis location is at 1045 Executive Parkway Dr., Creve Coeur, Missouri 63141.

- iv. Provide samples of standard statement formats available, a sample of the monthly account analysis statement and associated issuance timetables, a sample reconciliation statement, and a sample of the quarterly collateral statement provided to the STLTO.

Please refer to the Appendix for samples of our reporting as requested above.

- v. A description of daily activity cutoff times.

Cutoff times for our various products are listed below:

ACH Origination

- **Same Day ACH** ○ 11:30 a.m. – Initiation for processing within Commerce Connections ○ 12:00 a.m.- Direct Sent(transmission) ACH file initiation
- **Next Day of Future Dated ACH** ○ 6:00 p.m.- ACH file origination

ACH Risk Manager

- **4:00 p.m. – ACH reject decisions for same day processing**

Account Transfer

- **6:00 p.m.- Initiation for same day processing**

ARP Controlled Disbursement- Disbursement Totals Reporting

- 9:00 a.m. -First Presentment
- 10:00 a.m.- Second Presentment

Positive Pay

- 2:00 p.m. – Exception items decision for same day processing

Remote Deposit

- 7:00 p.m.- Deposit for same day processing

Wire Transfer (USD)

- 4:00 p.m.- Initiation for same day processing vi. A fee schedule for banking services.

Please refer to the Appendix for our Fee Schedule.

vii. Availability of funds deposited.

Please refer to the Appendix for our current availability schedule.

viii. Policies and procedures regarding earnings credits and reserve requirements. The current monthly earnings credit rate and the historical monthly credit rates since January 1, 2016. Include the earnings credit rates' associated benchmark (i.e., 10-year US Treasury, One Month LIBOR, etc.) and the related spread for each monthly period.

Commerce Bank's Earning Credit Rate (ECR) is an internally calculated interest rate derived from several short-term composite rates. The ECR, which allows commercial customers to offset monthly depository services charges using available collected balances, is calculated each month and published on each customer's analysis statement. The 10% reserve requirement is deducted from the available balance before the Earning Credit Rate (ECR) is calculated.

Earning Credit = Average Positive Available balance *[ECR/days in year]*Days in Cycle]

The Supervision & Assessment fee currently 0.082% may include regulatory cost, deposit assessments and supervision fees. The Supervision & Assessment fee is calculated by applying the 0.082% to the monthly Average Ledger Balance for the number of days in the month, based on a 360-day calendar year. This fee is subject to change over the life of the contract.

- ECR Tier 1 Over \$5MM 35.0 bps
- ECR Tier 2 Over \$1MM 32.0 bps
- ECR Tier 3 Over \$500M 30.0 bps

Below is a table of our historical earnings credit rate since January 1, 2016:

Jan-16	0.220%	0.220%	0.220%
Feb-16	0.220%	0.220%	0.220%

Mar-16	0.220%	0.220%	0.220%
Apr-16	0.220%	0.220%	0.220%
May-16	0.220%	0.220%	0.220%
Jun-16	0.220%	0.220%	0.220%
Jul-16	0.220%	0.220%	0.220%
Aug-16	0.220%	0.220%	0.220%
Sep-16	0.220%	0.220%	0.220%
Oct-16	0.220%	0.220%	0.220%
Nov-16	0.220%	0.220%	0.220%
Dec-16	0.220%	0.220%	0.220%
Jan-17	0.220%	0.220%	0.220%
Feb-17	0.220%	0.220%	0.220%
Mar-17	0.250%	0.250%	0.250%
Apr-17	0.250%	0.250%	0.250%
May-17	0.250%	0.250%	0.250%
Jun-17	0.300%	0.300%	0.300%
Jul-17	0.300%	0.300%	0.300%
Aug-17	0.300%	0.300%	0.300%
Sep-17	0.300%	0.300%	0.300%
Oct-17	0.300%	0.300%	0.300%
Nov-17	0.300%	0.300%	0.300%
Dec-17	0.300%	0.300%	0.300%
Jan-18	0.300%	0.300%	0.300%
Feb-18	0.300%	0.300%	0.300%
Mar-18	0.300%	0.300%	0.300%
Apr-18	0.300%	0.300%	0.300%
May-18	0.300%	0.300%	0.300%
Jun-18	0.350%	0.320%	0.300%
Jul-18	0.350%	0.320%	0.300%
Aug-18	0.350%	0.320%	0.300%
Sep-18	0.350%	0.320%	0.300%
Oct-18	0.350%	0.320%	0.300%

- ix. In lieu of earnings credits, the STLTO is interested in interest-bearing accounts. Please indicate a fixed interest rate for the duration of the RFP term. The City also

requests a one-time option to convert from a fixed interest rate to the prevailing variable interest rate. Please clearly indicate whether this option is available.

If the City selects an interest checking account, the balances will be paid interest and will not be giving earning credit to offset banking fees. For interest checking accounts the bank shall pay 85% of the Federal Reserve's Interest on Excess Reservices (IOER) as per <http://www.federalreserve.gov/monetarypolicy/reqresbalances.htm>. The IOER tends to be 5 to 10 basis points below the upper band of the Fed Fund Target. If that rate is unavailable or no longer published, the Bank will utilize 85% of the current Effective Federal Funds rate. As of 11/14/18 the IOER = 2.20% x 85% = 1.87%

The Supervision & Assessment fee currently 0.082% may include regulatory cost, deposit assessments and supervision fees. The Supervision & Assessment fee is calculated by applying the 0.082% to the monthly Average Ledger Balance for the number of days in the month, based on a 360-day calendar year. This fee is subject to change over the life of the contract.

- x. A schedule of fees itemizing all proposed fees for the designation RFP period based upon our estimated account balances. Include any charges for any banking supplies, such as deposit tickets and requests for change. Indicate if any fees are excluded from payment through earnings credits.

Please refer to the Appendix for our Fee Schedule.

- xi. A description of your stop payment process.

Stop Payments may be entered in Commerce Connections with either a 6 or 12-month term. The system calculates expiration dates on a 30 day/month basis: a six month stop pay expires in 180 days and a twelve month stop pay expires in 360 days with no automatic extension.

Manual Stop Payments can be initialized through our commercial customer support department by authorized City personnel.

- xii. Security practices in place to protect accounts from unauthorized activity.

Commerce Bank's online system, Commerce Connections, provides high levels of security to transmit data via the Internet and for limiting each user's capabilities. Security features include:

- **128-bit SSL encryption**
- **Expiring web sessions**
- **"Remembering" PCs that log-in; otherwise, pre-defined security questions are asked of the user**
- **User-selected visual images/phrases at log-in to assure users that they are on a legitimate Commerce Bank website**
- **Requirements for complex passwords (combinations of letters, numbers, cases, special characters, etc.)**
- **Explicit user permissions, designed to ensure that users only have access to the accounts and services they need**
- **Dollar limits for various transaction types at the Organization, User, and Account levels;**
- **Required out of band authentication and PINs for all financial transactions and certain high risk administrative functions**

- **Dual-user approval on financial transactions and certain administration functions**
- **System timeout after 15 minutes of non-use**
- **Inactive User lock-out**
- **Lock-out after five (5) unsuccessful log-in attempts**

Identification Codes and Passwords

Commerce Connections provides multiple levels of security including: company-level, user-level, and hardware authentication. All of these levels are required to access the system. The City's company-level Customer ID and Organization's initial one or two System Administrator log-in credentials have been pre-established on the system by Commerce Bank.

Your hardware authentication will be sent to Company's Security Administrator by Commerce Bank. Each authorized individual is assigned a unique User ID and password. The User ID controls the functions the individual is authorized to access, as determined by the City.

Users are encouraged to change their passwords frequently to maintain confidentiality.

Users may change their password at any time through the Change Password function. The Bank will also provide a Personal Identification Number (PIN) that must be entered in conjunction with out of band authentication to gain access to the system.

Security Administrator

The City must assign one or more individuals as their Security Administrator(s). The Security Administrator will coordinate all security issues with Commerce Bank and will be responsible for the distribution of all Bank-issued IDs, passwords and PIN numbers.

System Administrator

The City will designate a Primary System Administrator and, optionally, a Secondary System Administrator. These System Administrators will receive access to all services assigned to the City. It is the responsibility of the Primary and Secondary System Administrators to establish all additional users and maintain the permissions and limits of those users.

Dual Approval

All money movement and administrative tasks performed online require a second user to approve them. This ensures if a user's credentials are compromised a second user's credentials must be used to complete such tasks.

- xiii. Policies for automatic redeposit of items returned for insufficient or uncollected funds, as well as notification timeline and method for returned (NSF) items.

Commerce Bank's standard return item instructions would be to send all returned items back to the City at the statement address. Commerce Bank also has the ability to re-clear return deposited items the first time they are returned. If the item is returned a second time, a debit will post to the depository account or an alternate account if desired. Commerce Bank can

provide email notifications for returns as specified by the City. The charged back item and a notice listing the item(s) will be mailed to the City the same day the item is charged. Commerce Bank can provide special processing options as required by the City.

The Respondent must provide the original returned item or an Image Replacement Document (IRD). xiv. Any other relevant policies and procedures.

Out of Band Authentication

At Commerce Bank, we recognize the need for more advanced security measures when it comes to outside money movement transactions. We have upgraded our security from tokens to out of band authentication to provide an additional layer of security. Out of band authentication takes a part of the authentication process out of the computer through an enhanced security callback.

Each authorized Commerce Connections user will receive a person identification number (PIN) that is unique to initiate or approve money movement transactions through Commerce Connections.

3. Retail Lockbox

The STLTO currently issues monthly utility billing, which is collected through a retail lockbox system. The current lockbox provider creates a data file for payment processing based on coding from the bill stub.

Please include the following information in your proposal for Retail Lockbox: i.

Time and frequency of pickups.

The below table presents our delivery schedule for our retail lockbox solution:

Day	Delivery Time						
Sunday	4:00 a.m.	6:00 p.m.	10:30 p.m.				
Monday	6:00 a.m.	8:00 a.m.	10:00 a.m.	6:00 p.m.	8:00 p.m.		
Tuesday	1:00 a.m.	4:00 a.m.	6:00 a.m.	8:00 a.m.	10:00 a.m.	6:00 p.m.	8:00 p.m.
Wednesday	1:00 a.m.	4:00 a.m.	6:00 a.m.	8:00 a.m.	10:00 a.m.	6:00 p.m.	8:00 p.m.
Thursday	1:00 a.m.	4:00 a.m.	6:00 a.m.	8:00 a.m.	10:00 a.m.	6:00 p.m.	8:00 p.m.
Friday	1:00 a.m.	4:00 a.m.	6:00 a.m.	8:00 a.m.	10:00 a.m.		
Saturday	4:00 a.m.	6:00 a.m.	8:00 a.m.	8:00 p.m.			

ii. Turn-around processing time.

Commerce Bank processes the mail within the work day in which it is received according to the customized cut-off time established by the City. iii. Ability to provide images of remittance documents and checks online.

Checks and coupons can be made available online through Commerce Connections.

- iv. Acceptance and rejection criteria for payments, treatment of exceptions, the method of data transmissions, and related technical specifications.

Retail Lockbox Services from Commerce Bank can help the City process your high-volume, machine-readable customer transactions.

When you issue bills to your customers, you have the option of using one of our unique ZIP codes on the payment envelope so that your customers will send payments directly to our processing department, potentially eliminating a day or more of processing time.

Your customers will mail their payments with the included payment coupon allowing Commerce to pick up the mail and sort, scan, and process.

We report all details just the way you'd like to see it – via Commerce Connections and/or a custom data file to post to your accounting system.

The City will benefit from:

- **Faster access to funds**
- **Reduced mail and payment processing float**
- **Reduced errors in payment processing**
- **Reporting customized to your internal accounting systems**
- **Reduced risk of fraud**
- **Reduced internal processing costs**



Retail Lockbox Services from Commerce help cities like yours process a large volume of customer payments, while reducing your headache and saving you money.

4. Mobile/Online Banking Functionality

The City utilizes internet and mobile banking services for a variety of functions, including reconciliation, research, fund disbursement, and fund transfers. Please describe your online/mobile banking capabilities. Please clearly differentiate which services, if any, are available only online rather mobile browser/mobile applications.

Please include the following information in your proposal for Mobile/Online Functionality: i.

Four (4) to Eight (8) screenshots of your mobile banking application.

Commerce Bank will be happy to provide an in-person demonstration of Commerce Connections at no cost to the City.

- ii. A description of inquiry capabilities, including verification of discrepancies and processes to retrieve images of individual deposit checks.

Commerce Connections is a comprehensive, web-based cash management system with information readily available whenever you need it.

This flexible system would allow the City to access and manage all daily disbursements and collections online on a secure website. Commerce Connections would allow the City to maximize cash balances and streamline transaction activity.

With Commerce Connections, the City would have the ability to:

- **View balances and transactions easily to calculate cash position and make timely decisions**
- **Inquire about outstanding checks, enter stop payments, cancel stop payments, and view check images**
- **View and download customer statements**
- **Transfer funds between Commerce accounts**
- **Initiate ACH transactions to and from accounts at other banks via:**
 - **Easy to use templates**
 - **Uploading an ACH file**
- **ACH Return Reports (Includes Notifications of Change)**
- **Initiate wire transfers to accounts at other banks**
- **Review the details of received ACH items**
- **EDI Reports**
- **View exception items and check images in order to decision them**
- **View lockbox deposited items, including exceptions**
- **Manage foreign currency exchange and letters of credit**
- **Receive time-sensitive broadcast messages**
- **Take control by setting up access privileges and taking advantage of built in security measures**

Initial training will be provided in-person and ongoing support is available through Commerce Bank's Commercial Customer Support department. Customer Support is staffed Monday through Friday, 7:00 a.m. to 7:00 p.m. Support is accessible via email and over the phone.

- iii. **The time that the previous day's information, ACH transactions, and wire transfers will be posted and available online.**

Previous day information is available on Commerce Connections no later than 7:00 a.m. CST each business day.

Current day activity (optionally available by subscription) is posted either real-time or in conjunction with the products' processing schedules throughout the day

- iv. **Online initiation and management procedures for wire and ACH transfers, stale dated checks, and stop payments (please also provide screenshots for each of these features if available).**

Authorized individuals can log into Commerce Connections to initiate wire transfers. The application has a dedicated module for wire transfer that collects required data necessary for the initiation and requires dual approval for all wire transfers. Once all required fields have been completed, the user can submit the wire transfer for approval by a second authorized user. The submission and approval of wire transfers require an out-of-band authentication call. Once the wire is approved by a second user, the status of the wire is updated until it is released to the Federal Reserve Bank.

Commerce Connections allows the City to create ACH templates and batches online. Templates and batches are stored and can easily be retrieved for future ACH origination. The City can also use Commerce Connections to upload ACH files directly to Commerce Bank.

Commerce Bank will be happy to provide an in-person demonstration of Commerce Connections at no cost to the City.

- v. On-line log-in security methods and how user access is granted/modified/revoked by system administrators.

Identification Codes and Passwords

Commerce Connections provides multiple levels of security including: company-level, user-level, and hardware authentication. All of these levels are required to access the system. The City's company-level Customer ID and Organization's initial one or two System Administrator log-in credentials have been pre-established on the system by Commerce Bank. Your hardware authentication will be sent to Company's Security Administrator by Commerce Bank. Each authorized individual is assigned a unique User ID and password. The User ID controls the functions the individual is authorized to access, as determined by the City.

Users are encouraged to change their passwords frequently to maintain confidentiality.

Users may change their password at any time through the Change Password function. The Bank will also provide a Personal Identification Number (PIN) that must be entered in conjunction with out of band authentication to gain access to the system.

- vi. The hardware system(s) requirements necessary to access online services.

The City accesses Commerce Connections using a personal computer or mobile device, an Internet connection, and browser software. Commerce Connections currently supports Microsoft Internet Explorer version 7.0, Mozilla Firefox, Google Chrome and/or Safari.

- vii. Any other pertinent information.

All money movement and administrative tasks performed online require a second user to approve them. This ensures if a user's credentials are compromised a second user's credentials must be used to complete such tasks.

5. Automated Clearing House (ACH) Services

The STLTO pays some of its vendors and merchants electronically via ACH transfers. Please describe any electronic payment system your financial institution provides the fees for such services

Please include the following information in your proposal for ACH Services:

- i. Daily posting and cut-off times for both ACH deposits and payments.

ACH files activated through Commerce Connections are processed 10 times a day (every hour from 8:30 a.m. to 4:30 p.m. with the last one at 6:00 p.m.).

- ii. The methodology and procedures involved for importing ACH files and the associated file requirements.

Commerce Bank processes ACH transactions through the Automated Clearing House. Transactions are required to be delivered in the standard ACH file format adopted by the National Automated Clearing House Association (NACHA). The City generates a NACHA-formatted file and transmits them to Commerce Bank via secure FTP or uploaded online through Commerce Connections. iii. The ability of the STLTO to build a database of repetitive ACH transactions.

Commerce Connections allows the City to create ACH templates and batches online. Templates and batches are stored and can be easily retrieved for future use in ACH origination. The City can also use this application to upload files directly to Commerce Bank.

iv. Security procedures in place to minimize the risk of unauthorized ACH transactions.

Commerce Connections provides an automated and secure means to initiate ACH transactions to and from accounts. Users log on to the browser and populate the necessary information into the template. Once all of the payments are entered, a batch is created to send to Commerce Bank. The City's designated System Administrator will have the capability to assign various levels of security to different users as well.

The City will decide whether secondary authorizations are required to send a batch or create a template, and what (if any) maximum dollar limitations should be assessed to each user.

v. Any other pertinent information.

➤ ACH Origination:	\$10.00 per account/month
➤ ACH Files Originated:	\$5.00 per file
➤ ACH Item Originated:	\$0.06 per item
➤ Same Day Originated:	\$1.50 per item
➤ Deletion/Reversals:	\$15.00 per item
➤ ACH Returns:	\$2.00 per return item

Please see Commerce Bank's pricing and fee schedule attached within the Appendix for more information. Other fees may apply based on services rendered.

6. Wire Transfer Services

The STLTO pays some of its vendors and merchants electronically via wire transfers. Please describe any electronic payment system your financial institution provides and the fees for such services

Please include the following information in your proposal for Wire Transfer Services: i.

Associated policies.

Commerce Bank offers Wire Transfers, using the Federal Reserve's communication network (Fedwire), which connects all Federal Reserve offices and member banks. This system is the safest way to make payments because money moves in a real-time basis from an account at one financial institution to an account at another financial institution.

ii. Wire transfer initiation and verification processes, including daily cut-off times.

In addition to initiating wire transfers in person at a Commerce Bank branch, Commerce Bank offers two ways to initiate wire transfers:

Commerce Connections Wire Transfer

Commerce Connections provides an automated way to initiate domestic Wire Transfers, internal transfers and drawdowns on a repetitive or non-repetitive basis. Commerce Connections is also a convenient way to confirm receipt of incoming wires. Using the City's Internet connection and Commerce Connections, the City can initiate, cancel or approve Wire Transfers and produce activity and management reports. (The City must sign the Commerce Connections Service Agreement to use Commerce Connections for Wire Transfer transactions.)

Telephone Initiation

Domestic and International Wire Transfer instructions can also be originated by calling the Commerce Bank Wire Transfer Department for domestic transfers or the Commerce Bank International Department for international transfers.

The cut-off time for incoming domestic wire transfers is 5:30 p.m. CST.

- iii. How the institution addresses repetitive wire transfers.

The City can initiate single, batch, repetitive and template wire transfers online through our cash management application, Commerce Connections. Additionally, batch wire transfers can be initiated via direct file transmission. All wire transfers that are initiated through Commerce Connections require approval by someone other than the user who initiated the transfer. The City will also receive an out-of-band authentication call upon the submission and approval of each wire transfer.

- iv. Methodology for notification of incoming wire transfers.

Commerce will send a wire advice of each incoming and outgoing wire transfer within one banking day after the Wire Transfer is settled/executed. In addition, Commerce Connections provides information on the payments and drawdowns City initiates. It also provides notification of all incoming wire transfers posting to the City's account. Wire transfer detail is available for 90 calendar days.

- v. Security policies and procedures in place to the minimize risk of unauthorized wire transfers.

Online

The City can initiate single, batch, repetitive and template wire transfers online through our cash management application, Commerce Connections. Additionally, batch wire transfers can be initiated via direct file transmission. All wire transfers that are initiated through Commerce Connections require approval by someone other than the user who initiated the transfer. The City will also receive an out-of-band authentication call upon the submission and approval of each wire transfer. Security levels can be set at the individual level to assign specific accounts and transaction amount to each user. Additionally, the same controls can be established for each business unit.

For additional security, flexible approval workflows can be established for identified dollar amount thresholds.

Telephone

Authorized phone representatives are the only people permitted to originate and verify wire transfer instructions by phone from the accounts that the City designates on the wire transfer authorized phone representative addendum. Commerce Bank will assign a unique authorization code for each of the City's authorized phone representatives and establish authorized dollar limits. Authorization codes will be sent to the City by first class mail or hand delivery addressed to the authorized representative marked "Confidential." The authorization codes assigned to the City are strictly confidential and each authorization code should be disclosed only to the appropriate authorized phone representative. Call-back provides an opportunity to determine that a telephone-initiated wire transfer instruction was originated by an authorized representative. Call-backs are made by a Commerce Bank wire transfer operator who did not receive the original wire transfer instruction. Verification for the City must be made by an authorized representative, with a valid PIN, who did not originate the wire transfer instruction.

Direct File Transmission

Wire transfers can be initiated by issuing payment orders via direct file transmission. The City and Commerce Bank will setup SFTP requirements and Commerce will provide a wire specification document to allow for the exchange of wire transfer requests. This can be for single or batch wires. Payment orders received via direct file transmission must be verified by providing file totals to Commerce. Dollar limits are assigned to the City at the account level for direct file transmissions.

- vi. Any other pertinent information.

Online Wire Fees

- Monthly Maintenance Fee \$10.00/ per month
- Per Domestic Wire: \$8.00/ per wire

Phone Wires

- Repeat Domestic Wires: \$23.00/ per wire ➤ Non-Repeat
 Domestic Wires: \$27.00/per wire
- Incoming Wire Fee: \$6.00/per wire

Please see Commerce Bank's pricing and fee schedule attached within the Appendix for more information. Other fees may apply based on services rendered

- 8. Positive Pay

The STLTO currently utilizes positive pay services for its payroll account.

Please include the following information in your proposal for Positive Pay Services: i.

Description of the financial institution's positive services, if any, system requirements, and operating procedures.

Positive Pay Overview

Commerce Bank's Positive Pay Service reduces the City's fraud risk since the Bank pays only those checks you authorize. It also gives the City comprehensive and efficient control over all check disbursement activity by allowing a daily review of all exception items before final payment occurs.



How does it work?

When you issue checks, you also submit a file detailing those transactions to Commerce Bank. On a daily basis, Commerce Bank will match all checks presented for payment against your issue check file. Checks that have not been reported as issued will be manually inspected and images of these checks will be available to you through Commerce Connections.

The City will have the opportunity to view each suspect item and either accept or reject it on the daily exception report. The City may elect to have exception items returned if not decisioned by the City. You may also elect to have stale dated or high dollar checks reject as exceptions, providing the opportunity to review and determine whether the item should be paid or returned. You must notify Commerce Bank, no later than 2:00 p.m. CST the same day the exceptions are reported, regarding final disposition instructions (to either pay or dishonor) for each 'pay-no-issue' check. If the City fails to notify Bank, the City has the option for exception items will be paid or returned. This is a decision the City will need to clarify prior to implementation of service.

Positive Pay services prevent loss due to check fraud. This service requires a formatted issue file complete with issue, stop and void information, be sent to Commerce Bank by 9:00 p.m. one day prior to check disbursement. The files are loaded to our account reconciliation system every 20 minutes between 7:00 a.m. and 7:00 p.m. each business day, updating the teller and transit systems as they are loaded. The check number and dollar amount of any check presented for payment (whether via transit or the teller line) is verified prior to paying the item. Payee name verification is also available with this service. Manual issues and voids may be entered via Commerce Connections for intraday checks.

9. Reloadable Debit Cards

The STLTO uses the Skylight Paycard for direct deposits for employees without a checking or savings account. Please provide information about similar products or services offered by your institution.

DirectCheck Card

The Commerce Bank DirectCheck Payroll card is a Visa Prepaid card accepted worldwide wherever Visa Debit cards are accepted. Our processing partner is Visa

Debit Processing Services based in Denver, Colorado. Cards are issued for acceptance on the Visa, Interlink and Maestro networks. The card is loaded via normal ACH processing and the cardholder has access to funds at ATMs, at any bank that processes Visa cash advances and at millions of Visa merchant locations worldwide. Cardholders can manage their account using online access and text alerts. Commerce currently has over 335 clients utilizing the DirectCheck Payroll card. More than 400 of our employees currently utilize the DirectCheck Payroll card.

DirectCheck cardholders can access their funds at millions of Visa merchants worldwide. They may also access their funds at any bank that processes Visa cash advance transactions and at ATMs worldwide. Cardholders may access their entire card balance through cash bank cash advances and they may withdraw this balance at any Commerce Bank branch.

Cardholders have unlimited free ATM access to Commerce Bank ATMs as well as over 55,000 ATMs on the Allpoint ATM network. (allpointnetwork.com) Cardholders may also access their funds using cash advances at any Commerce Bank branch. If their card is lost or stolen Commerce provides for emergency funds withdrawal of card funds at any Commerce branch when presenting required identification. Cardholders receive one free teller cash withdrawal per seven-day period. Additional cash withdrawals within the seven-day period are \$5 per withdrawal.

Employees using the DirectCheck card will have free 24/7 online access and telephone access to their account information. Live or automated customer service is also provided 24/7. Employees may enable text alerts and receive automated transaction, balance and card load alerts. (Standard text or data rates may apply)

DirectCheck cardholders will receive a free monthly e-statement that details all transaction activity on their card. These statements are available online on a mobile-enabled website for easy viewing on mobile devices. Statements are available for 12 months.

10. Other Service Lines

The STLTO is interested in working with a financial institution that can provide recommendations to improve our efficiency. Please provide a list of other services that your financial institution offers governmental or corporate entities similar to the STLTO.

Please include the following information in your proposal for Other Services:

- i. Other Services: A detailed description of any other service lines your institution believes may improve the STLTO's efficiency and effectiveness and how they will benefit the STLTO. [CollectPay Online™](#)

CollectPay Online from Commerce Bank is an electronic payment solution that broadens your customer's payment options. CollectPay Online enables customers to make payments over the phone or online. The service accepts payments by credit card, debit card or debit to a bank account.

Customized payment scheduling allows customers to decide when to pay. Customers can view their bill summary information online. This service is designed to improve your customer's bill payment experience while simplifying your accounts receivable processing and posting activities.

CollectPay Online offers secure authentication through your website or through a fully hosted solution. A robust dashboard enables you to research

customer transactions, enter payments on their behalf and generate a variety of reports. Real-time reporting enables you to respond to patient inquiries quickly and efficiently. The service also manages your PCI compliance.

Electronic Bill Collection

Electronic Bill Collection simplifies the paper check and list payments received from online bill payments to secure electronic funds and associated payment detail. Electronic Bill Collection links bill payment providers, billers, and financial institutions and makes the exchange of funds an electronic process. The service automates bill payment delivery and reduces errors. You can improve cash flow by reducing mail delivery time and improve timeliness and accuracy of posting through automation of accounts receivable data uploaded to your system. Electronic Bill Collection provides an efficient way to reduce paper remittance costs associated with processing online bill payments.

How Electronic Bill Collection Works:

- 1) Commerce registers you as a biller with electronic bill payment consolidator.
- 2) Customers are billed according to existing billing processes.
- 3) Customers use online payment service to authorize financial institution to pay bills.
- 4) Customer's bill payment service electronically transmits billing and payment information to consolidator.
- 5) Consolidator collects, validates, and delivers consolidated customer payments to Commerce.
- 6) Commerce deposits funds and forwards payment data for posting to your accounting system.

ACH Risk Manager

Stop unauthorized ACH transactions from settling to your organization's accounts with ACH Risk Manager from Commerce Bank.

Electronic Payment Authorizations (EPA), commonly referred to as ACH Filters, provide fraud protection against unauthorized ACH transactions presented to business accounts.



Protection is available through both ACH filters and ACH blocks with the EPA service. When an ACH block is placed on an account, all incoming debits (and credits, if desired) attempting to post to the account are blocked automatically and returned unauthorized. ACH filters provide the City the ability to create and maintain payment filters, allowing only authorized ACH items to post to your account.

The ACH Risk Manager module of Commerce Connections offers the enhanced ability to make “pay/no pay” decisions on rejected ACH transactions. Any item attempting to post to an ACH Risk Manager account which is not identified as a preauthorized ACH transaction will suspend as an exception, providing the opportunity to review the transaction and decide

whether or not it should be paid. The ACH Risk Manager module provides the ability to add, delete, modify or search for unlimited EPA filters established at any time during the use of the product.

Email Notifications

ACH Risk Manager offers the City the ability to receive email notifications for “triggering” events providing information regarding various activities performed by the City within ACH Risk Manager or activities within the City’s ACH Commerce Bank accounts. The notifications will also prompt the City when rejected items are available for decisioning through EPA.

- ii. **Employee Banking Services:** The STLTO would like to provide its employees with information about employee banking services. Please describe any opportunity for employees to receive discounts or benefits through your financial institution.

If the City accepts the Bid Proposal for banking services we will provide Commerce Bank Benefits Banking program which is a no-cost way to add value to your employee benefits package.

Benefits Banking gives the City’s employees preferred access to the best personal banking options that Commerce Bank offers. Because employees have different needs, Benefits Banking offers three levels of benefits – all with no-fee, discounted and premium rate services. Almost every banking service your employees will ever need is available at no extra charge or at a preferred rate.

Positioned as a voluntary employee benefit, only employees of participating companies are eligible for Benefits Banking services, because the program is not available to the general public. The program is provided at no cost to the City and is being offered as a value-added service as an acknowledgement of the value we place on our relationship with your organization.

Our dedicated professionals will work with the City to implement a customized program and develop an ongoing communication plan for the employees. We do all of the work and provide all of the materials. Benefits Banking encourages your employees to participate in the City’s direct deposit payroll program. Mobile banking, online account access and our automated telephone service provide anywhere, anytime banking 24 hours a day.

11. Other Proposal Information

Please include the following information in your proposal for Other Proposal Information: i.
A transition plan with associated timelines for the described service lines.

Below is a sample transition plan:

Implementation Schedule		
<u>Action</u>	<u>Responsible Party</u>	<u>Timeframe</u>
Open Accounts		
Assign account numbers	Commerce Bank	1 st week
Deliver corporate resolutions/sig cards	Commerce Bank	1 st week
Provide Bank ABA # (MICR spec sheet)	Commerce Bank	1 st week

Return corporate resolutions/sig cards	The City	1 st week
Open accounts & add to analysis	Commerce Bank	1 st week
Order deposit slips & checks	Commerce Bank	1 st week
Submit check stock for testing	Commerce Bank	1 st week
Set up of ACH, Wires, Remote Deposit, Positive Pay, Online Reporting, Commerce Connections and all applicable programs.		
Deliver agreements	Commerce Bank	1 st week
Complete & return to Commerce	The City	1 st week
Mail logon & passwords	Commerce Bank	3 rd week
Create test ACH file	The City	3 rd -4 th week
Test ACH file format & delivery	Commerce Bank	3 rd -4 th week
Provide passwords and file name	Commerce Bank	4 th -5 th week
Implement file delivery and service	Commerce Bank	4 th -5 th week
Onsite training session	Commerce Bank	4 th -5 th week

- ii. The institution's disaster recovery plan and backup facilities.

Commerce Bank recognizes that certain uncontrollable events, such as storms, blackouts or intentional acts, may cause disruptions of varying degrees to normal business operations and processes. Commerce Bank's Business Continuity Program is designed to enable it to minimize exposure to reasonably foreseeable threats and risks, maintain the security of customer records, and enhance the ability of Bank to restore business operations in a timely manner.

Commerce Bank's Business Continuity Program consists of:

- **A comprehensive Disaster Recovery Plan that details the actions necessary to quickly restore the Information Technology Department, including, but not limited to, the transmission and processing of all data and telecommunications required for the operation of Commerce Bank; and**
- **Comprehensive Business Resumption Plans which address the actions needed to restore Commerce Bank's other essential business functions in a timely manner, including, but not limited to, customer services, facilities, and staffing requirements.**

The ability of Commerce Bank to recover its critical functions quickly and efficiently has been enhanced by the addition of a mirrored back-up recovery site, which is under the sole control of Commerce Bank. This back-up facility will enable the Information Technology Department to recover critical Commerce Bank applications quickly if a catastrophic event affects Commerce Bank's main data center. It also provides space and equipment for other essential business departments, which will enable those departments to be functioning within hours of any disaster. All plans are reviewed internally on a regular basis to ensure that corporate changes are

accounted for, that any enhancements in technology are recognized, and that all regulatory requirements are addressed.

Commerce Bank's Disaster Recovery Plan and the results of its testing program are contained in comprehensive technical documents that include extensive proprietary information. Because of security concerns and the proprietary nature of the Plan documents, Commerce Bank must keep them confidential and therefore will not make copies available to the public. However, because Commerce Bank is a federally insured financial institution, it is required by both state and federal regulators to maintain a comprehensive Business Continuity Program. As part of its normal regulatory examination, the efficacy of the Business Continuity Program as a whole is subject to review, as well as the individual departmental Business Resumption Plans. In addition, an assessment of the ongoing testing program is completed. Although Commerce Bank can generally describe the existence of the examination of the Program and testing assessments, Commerce Bank is prohibited by regulation from sharing the specific examination reports with anyone outside of the Bank.

iii. Community Support and Investment

In addition to the quality of banking services and fees, the City will consider certain community support and investment in selecting a depository. Please provide information on the following topics:

Answers to the following items 1-10, can be found in response to the Treasurer's Office annual report that Commerce Bank submitted on the due date of April 20, 2018. Each question response is a separate file, including HMDA and CRA data. Please contact Laura Gilbert at 314-746-7486 for additional information.

1. List any services presently in place that serve the unbanked and/or underbanked community. If none, are any such programs being developed?
2. List your bank's involvement with the Calls to Actions in the *Forward Through Ferguson Report*.
3. List any financial education and counseling programs and/or resources your bank has available to meet the needs of the community.
4. Does the Respondent directly or indirectly engage payday lending, or support payday lending in any manner?
5. List any loan modification programs presently in place. If none, are any such programs being developed?
6. List any small business loan programs presently in place. If none, are any such programs being developed?
7. List any affordable home loan programs presently in place that target LMI communities. If none, are any such programs being developed?
8. List any loan programs presently in place that specifically assist small or M/WBE businesses. If none, are any such programs being developed?
9. List any partnerships with minority-owned institutions that lend in low- to moderate-income census tract areas of the City.
10. List any banking products specifically provided to municipal employees.



APPENDIX A: FINANCIAL INSTITUTION QUALIFICATIONS



Appendix A: Financial Institution Qualifications

1. In order to fulfill the STLTO's fiduciary responsibility to protect public funds, each bank submitting a proposal shall provide:

- A. An audited annual financial statement for the most recent fiscal period.

Commerce Bank's current and past Annual Reports are available to download in PDF format at the following web address:

<http://investor.commercebank.com/FinancialDocs>. If the City desires hard copies, we can provide those upon request.

Commerce Bank current holds an "Outstanding" CRA rating.

2. Describe the bank's approach to satisfying the STLTO's banking and customer service requirements.

Commerce is focused on enhancing our services, being responsive to customer needs and adopting new technologies to address these needs. We continue to put great emphasis on culture – working as a team to deliver the right solutions for our customers. Our core values shape our culture and guide how we do business. In this way, we give VOICE to our values:

- **We have a long-term view**
- **We collaborate as One Team**
- **We act with Integrity**
- **We are Customer focused**
- **We strive for Excellence**

Your relationship team, headquartered in St. Louis directly aligns our super community bank model with your unique needs. We give the City of St. Louis the support and knowledge with industry experts that are committed to Commerce Bank. By coordinating with local relationship managers, and Ryan Baumgartner, your main point-of-contact, we will assist the City of St. Louis by providing industry understanding from a regional perspective. This approach will create innovative solutions and collaboration few competitors can rival. This response applies to A and B below.

- A. What, if anything, is distinctive about the bank's approach to customer service?

A common theme with Commerce Bank is superior customer service.

Commerce's tagline is "Challenge Accepted," and we have countless examples where local Commerce staff was creative, agile, and worked as a team to meet our clients' needs.

- B. How does the bank keep up with changes in automation?

As the need for more enhanced banking tools and faster payments are becoming more important to our customers, Commerce Bank is continuously evaluating products and services that we deploy to our customers. Commerce Connections, our online reporting tool and payment mechanism, evolves as our customers' needs change. We maintain a staff of internal product developers and IT resources, which allows us to take customer feedback and

apply it to our products in an efficient manner. In addition to our staff, we also have a product innovation group that allows us to explore future product offerings.

Throughout our history, Commerce Bank has maintained an innovative mindset. This is valuable for launching new products and services, as well as solving existing and emerging business challenges. At Commerce, all employees are encouraged to be innovative, no matter their role.

Our innovation efforts are managed across three areas: incremental, significant, and breakthrough. While we appreciate the value of breakthrough ideas that can transform our business and industry, we also encourage our employees to make incremental daily improvements to our processes and significant developments in our products and services. C. Is the bank offering any transition or retention incentive?

Commerce Bank is offering to waive the first two months of Analysis Fees. Additionally, Commerce Bank is offering a one-time stipend of \$750.00 for banking supplies.

3. List references from at least three of the bank's current, comparable governmental clients. Include the length of time under contract, a client contact, title, and telephone number.

It is not Commerce Bank's policy to disclose our customer's contract lengths or values.

1) Collector of Revenue—City of St. Louis

**Thomas Vollmer / Robert Wilner
1200 Market St., St. Louis, MO 63103
(314) 622-4785**

2) City of Clayton

**Janet Watson, Dir. of Finance
10 N Bemiston, Clayton, MO 63105
(314) 290-8445**

3) City of Richmond Heights

**Sara Fox, Finance Director
1330 South Big Bend, Richmond Heights, MO 63117
(314) 645-8140**

4) Special School District of St. Louis County

**Kelly Alexander, CFO
12110 Clayton Road, Town & County,
MO 63131
(314) 989-8140**

5) City of St. Louis Senior Citizens Service Fund

**Jamie Opsal, Executive Director
333 S. 18th, St. Louis MO 63103
(314) 552-6394**

6) City of Kansas City, MO

**Doug Buehler, Treasurer
Kimberly Carter, Cash Manager
414 E. 12th Street, Kansas City, MO 64106
(816) 513-1024**

4. Provide the bank's current senior and subordinated debt ratings. If debt ratings are not issued, provide the bank's most recent bank rating from an independent rating service. The bank will be responsible for notifying the STLTO within thirty (30) days of any change in these ratings throughout the entire contract period. Confirm agreement to this condition.

Commerce Bank, as of July 7, 2017 has a long-term issuer rating of A2 and a shortterm/commercial paper rating of P-1 from Moody's.

5. This relationship will be executed under a Master Depository/Banking Agreement or Pledge Agreement with the RFP, the bank's proposal and bank service agreements subordinate to it. Any changes and negotiation required on the agreements will be made and agreed upon before awarding of the contract.

The responses contained herein are intended for discussion purposes only and shall not be construed as a contractual undertaking or commitment on the part of either party. Such contractual undertakings and commitments, if any, shall be contained exclusively in the definitive agreements between the parties. In addition, nothing contained exclusively in the definitive agreements between the parties. In addition, nothing contained herein shall obligate either party to enter into a definitive agreement for the provision of any banking services. Any such definitive agreement shall be designated as such based upon the written mutual agreement of the parties.



APPENDIX B: SUPPLEMENTA L MATERIAL





Commerce Bank Treasury Services Price Schedule Effective November 2018

General Account Services

Account Maintenance	\$10.00 /account/month
Zero Balance Account	\$10.00 /account/month
Zero Balance Account Master Maintenance	\$10.00 /account/month
Additional Statements	\$5.00 per stmt.
Custom Statement Schedule(addl)	\$13.00 per stmt.
Audit Confirmations	\$15.00 per confirmation
Supervision & Assessment Insurance	As Prescribed by Law
Ledger Overdrafts	\$22.00 per day
NSF Fee Paid/ Returned Item	\$36.00 Per Item
Negative Collected Balance	Prime + 3%
Earnings Credit Rate	Posted Monthly
Cashier Check	\$3.00 per check

Deposit Services**

Credit Transactions - Deposits	\$0.10 per deposit/credit
Checks Deposited	\$0.10 per item deposited
Remote Deposited	\$0.08 per item deposited
Deposit Correction	\$5.00 per correction
Cash Deposit Processing	\$0.15 per \$100 deposited
Return Item Reclears	\$2.00 per item
Return Item Charge-Backs	\$5.00 per item
Return Item Email Notification	\$3.00 per item
Return Item Special Handling	\$7.00 /account/month
Vault Deposit	\$1.25 per deposit
Coin Rolls	\$0.14 per roll
Currency Per Strap	\$0.60 per strap
Coin Processing-Standard	\$3.50 per bag
Coin Processing-Mixed	\$5.50 per bag
Currency Processing Strapped	\$0.40 per strap
Currency Processing Bills	\$0.03 per item
Food Stamps Deposit	\$0.03 per deposit
Vault Order	\$6.50 per order
Vault Order Non-standard	\$9.00 per order
Canadian Item	\$5.00 per item
Return item Maintenance	\$10.00 /account/month

Disbursement Services**

Checks/Debit items	\$0.10 per check paid
Stop Payments - Manual	\$35.00 per stop
Stop Payments - Automated	\$10.00 per stop
Controlled Disbursement Account	\$50.00 per account

Reconciliation Services

Per Item	\$0.02 per item
Per CD Rom	\$15.00 per CD
Full Acct Reconciliation	
Full Recon Maintenance	\$40.00 /account/month
Full Acct Reconciliation	\$0.07 per item
Premium Positive Pay	
Positive Pay Maintenance	\$30.00 /account/month
Positive Pay unbundled	\$0.080 per item
Positive Pay Manual Entries	\$1.00 per item
Positive Pay Exceptions	\$3.00 per item
Pos Pay Alerts-Acct	\$1.00 per account
Pos Pay Alerts-Email User	\$1.00 per email address
Return Checks for Non Payment	\$10.00 per check

Additional Suggested Services for The City of St. Louis Treasurer's Office to consider

- CollectPay Online*
- Prepaid Expense Card* Direct
- Check Card*

* additional Pricing available upon request

Remote Deposit Service

Monthly Fixed Fee	\$30.00 Per Customer
Licence Fee (first one free)	\$20.00 Per Licence
Per Item Processed	\$0.060 Per Item

Information Reporting Services

Connections	
Base Fee	\$30.00 /base/month
Per Account	\$10.00 /account/month
TX Details	\$0.01 per item
Current Day Reporting	\$10.00 per account/ month
DDA Statements(Paper)	\$3.00 /account/month
Wire Transfer Module	\$10.00 /account/month
Connections ACH Module	\$10.00 /account/month
BAI Direct Transmission	\$30.00 /account/month
Controlled Disbursement Module	\$10.00 /account/month

Commerce

ACH & Electronic Banking Services**

ACH Origination	
Maintenance	\$10.00 per account/month
Transmission Fee \$5.00 per transmission	Per ACH Item originated \$0.060 per item
Same Day Item Originated	\$1.50 per item
Book Transfer	\$1.00 /per account/per transfer
ACH Return Items / NOC	\$2.00 per item
Unauthorized ACH returns -pass thru	\$4.50 per item
Deletion Reversals	\$15.00 per item
ACH Risk Manager	\$20.00 base /month
ACH Full Debit Block	\$10.00 per account
ACH Filter	\$10.00 per account
ACH Transmission Setup Testing	Programming Fee could apply ; fee would be quoted upon request

EDI Reporting	
Via Commerce Connections	\$1.00 per payment
ACH Addenda Records Originated	\$0.05 per addenda
ACH Addenda Records Received	\$0.05 per addenda
ACH Debits Rec'd	\$0.10 per item
Image ARP ACH Credits Rec'd	\$0.10 per item

Wire Transfer Services

Monthly Maintenance	\$5.00 /account/month
Incoming Wires	
PC Based Wires:	\$6.00 per wire
Outgoing Wires	
Domestic	\$10.00 per wire
USD/INTL	\$32.00 per wire
Wire Out Drawdown	\$15.00 per wire
Outgoing Wire Standing	\$75.00 month
Telephone Wires (direct to wire operations):	
Outgoing Repetitive	\$23.00 per wire
Outgoing Non-Repetitive	\$27.00 per wire
Book Internal Transfer Repetitive	\$4.50 per wire
Book Internal Transfer Non-Repetitive	\$4.50 per wire
Branch Originated/Manual Wire Repetitive	\$33.00 per wire
Branch Originated/Manual Wire Non-Repetitive	\$40.00 per wire
Phone Advice	\$25.00 per advice
Text	\$2.00 per text
Email	\$1.00 per email

Note: Additional service charges apply
Note: ECR applies to average positive collected balances

Note:Commerce Bank Charges non-customers \$6.00 for each on-us check that is cashed if the amount of the check is equal to or greater than \$200.00.

8000 Forsyth Boulevard | St. Louis, MO 63105

The responses contained herein are intended for discussion purposes only, and shall not be construed as a contractual undertaking or commitment on the part of either party. Such contractual undertakings and commitments, if any, shall be contained exclusively in the definitive agreements between the parties. In addition, nothing contained herein shall obligate either party to enter into a definitive agreement for the provision of cash management services or any other banking services. Any such definitive agreement shall be designated as such based upon the written mutual agreement of the parties. In addition a copy of our Depository agreement is provided in the Exhibits Section.



1000 Walnut
Kansas City MO 64106-3686

Demo Customer
Contact Name
800 Main St
Your City MO 99999-2415

Bank Statement

Primary Account Number:

0001234567

*If you have questions about your statement,
please call us at 800-453-BANK.*

Statement Date:
Page Number:

January 31,
2011 1 of 3

BUSINESS CHECKING Account # 0001234567

Account Summary Account # 0001234567

Beginning Balance on January 1, 2011	\$ 4,823.87
Deposits & Other Credits	+ 40,961.04
Withdrawals & Other Debits	- 12,642.80
Checks Paid	- 31,853.38
Ending Balance on January 31, 2011	\$ 1,288.73

To calculate a daily running balance during this statement period, use the beginning balance as it is listed on the statement. Next, subtract checks and other debits as of the date they are listed as paid. For ATM and Visa Check Card withdrawals, use the transaction date. This is when these transactions were authorized. Deposits and other credits should be listed as of the date they were credited.

Daily Balance Summary Account # 0001234567

Date	Balance	Date	Balance	Date	Balance
01-01	4,145.91	01-14	18,281.85	01-22	8,535.07
01-04	3,566.77	01-15	15,354.42	01-25	8,481.95
01-05	3,539.61	01-18	5,896.86	01-26	7,909.30
01-07	3,482.07	01-19	3,381.84	01-27	7,639.47
01-08	33,368.13	01-20	0.00	01-28	1,595.59
01-12	32,953.49	01-21	0.00	01-29	1,288.73
01-13	30,017.48				

Deposits & Other Credits Account # 0001234567

Date

Description	Credited	Amount
<u>Wire Fed #11111</u>	<u>01-08 01-20</u>	
<u>CB Seq 000000</u>	<u>01-21 01-22</u>	<u>30,000.</u>
<u>Od Coverage</u>	<u>01-22</u>	<u>00</u>
<u>Transfer Credit</u>		<u>1,030.66</u>
<u>Od Coverage</u>		<u>530.38</u>
<u>Transfer Credit</u>		<u>7,400.00</u>
<u>Wire Fed #22222</u> <u>Abc Energy Inc</u>		<u>2,000.00</u>
<u>CB Seq 444444</u> <u>Account Number 987654321</u> <u>Account Number 987654321</u>		
<u>Book Tfer</u> <u>Efg Ventures Inc</u>		
456456456456456456 <u>Ref Nbr: 123123123123</u>		
Commerce Bank _____		
Total Deposits & Other Credits		\$40,961.04

Page Number: _____ 2 of 3

Withdrawals & Other Debits Account # 0001234567

Description	Date Paid	Amount
<u>Analysis Service Charge</u> <u>Effective Date 01-11-11</u>	<u>01-12</u>	<u>414.64</u>
<u>Adp - Tax 360028035643o2w</u> <u>Ref Nbr: 358791213215 031541214844229</u> <u>Adp TX/Fincl S</u>	<u>01-14</u>	<u>4,495.31</u>
<u>Adp - Tax 12o2w</u> <u>Ref Nbr: 025821321112</u> <u>101541a01</u> <u>042218453456448</u> <u>Adp TX/Fincl S</u>	<u>01-14</u>	<u>1,548.56</u>
<u>Adp - Fees 13o2w</u> <u>Ref Nbr: 279123121233</u> <u>8208627</u> <u>042218453456448</u> <u>Adp Payroll Fe</u>	<u>01-20</u>	<u>75.89</u>
<u>Adp - Fees 13o2w</u> <u>Ref Nbr: 651218742420</u> <u>8558769</u> <u>03154121484429</u> <u>Adp Payroll Fe</u>	<u>01-27</u>	<u>64.52</u>
<u>Adp - Tax</u> <u>Ref Nbr: 451212314559</u> <u>320012350849o2</u> <u>w</u> <u>081025454651995</u> <u>Adp TX/Fincl S</u>	<u>01-28</u>	<u>4,495.30</u>
<u>Adp - Tax 12o2w</u> <u>Ref Nbr: 122155122118</u> <u>102942a01</u> <u>010123121232216</u> <u>Adp TX/Fincl S</u>	<u>01-28</u>	<u>1,548.58</u>
Total		\$12,642.80
Withdrawals & Other Debits		80

Checks Paid

Account #
0001234567

Date Paid	Check Number	Reference Number	Date Paid	Check Number	Amount	Reference Number
01-01	1323*				60.12	
01-22	1407*				173.47	
01-22	1450*				104.72	
01-26	1481*				183.27	
01-01	1647*				61.09	
01-22	1687*				100.85	
01-01	1693*				176.49	
01-26	1803*				176.49	
01-01	1840*				51.39	
01-01	1843*				51.39	
01-26	1898*				65.85	
01-13	1947*				95.91	
01-29	1955*				172.61	

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01- 1991* 01		134.25
01- 1996* 07		57.54
01- 1997 18		153.43
01- 2012* 18		191.79
01- 2013 14		57.54
01- 2028* 25		53.12
01- 2035* 15		53.12
01- 2045* 08		113.94
01- 2051* 14		89.51
01- 2057* 29		134.25
01- 2061* 26		147.04
01- 2063* 01		83.11
01- 2079* 18		2,395.26



01- 2080			1,197.63
18			
01-22	1123	66.99	
01-01	1321*	60.12	
01-18	2082*	171.09	31
	2308	460.28	62

1000 Walnut
Kansas City MO 64106-3686

01-19	2083	1,197.63	32
01-18	2084	1,197.63	33
01-14	2085	3,592.89	34
01-21	2088*	359.29	35
01-15	2089	479.05	36
01-14	2090	1,197.63	37
01-22	2091	171.09	38
01-18	2093*	3,592.89	39
01-20	2094	2,540.16	40
01-15	2095	1,197.63	41
01-22	2096	171.09	42
01-18	2097	342.08	43
01-21	2098	171.09	44
01-14	2099	68.44	45
01-18	2101*	119.76	46
01-27	2102	205.31	47
01-14	2103	119.76	48
01-19	2104	119.76	49
01-19	2105	1,197.63	50
01-13	2106	359.29	51
01-20	2109*	1,197.63	52
01-13	2111*	598.82	53
01-20	2112	598.82	54
01-15	2113	1,197.63	55
01-13	2269*	1,881.99	56
01-05	2303*	27.16	57
01-04	2304	158.67	58
01-04	2305	16.95	59
01-04	2306	118.51	60
01-04	2307	189.01	61
01-14			

Primary Account Number: 0001234567
Statement Date: January 31, 2011
Page Number: 3 of 3

Demo Customer

Checks Paid Account # 0001234567 (Cont.)

Date	Check Reference	Paid Number	Amount	Number	Date	Check	Paid	Amount	Reference Number
01-14	2309	105.71	63						
01-04	10011*	96.00	64		01-18	10012	96.00		65

* - Indicates a skip in sequential check numbers.

Total Checks Paid **\$31,853.38**

	Total for this period	Total year-to-date
Total Overdraft Fees.....	\$0.00	\$0.00
Total Returned Items Fees.....	\$0.00	\$0.00

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Contact us at the address or phone number listed on page one of this statement. If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, please contact us as soon as possible. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- 1) Tell us your name and account number.
- 2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- 3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

The information above applies to checking, savings, or other consumer accounts established for personal, family, or household purposes.

If your checking or money market account has no activity for 12 consecutive months it will be considered dormant and assessed a \$5 monthly fee. Regular savings accounts with no activity for 18 consecutive months will be considered dormant and assessed a \$2 monthly fee.

NOT TRANSFERABLE AS DEFINED IN 12 CFR PART 204



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VGHSRVLW DVVHVVPHQWVDQGVXSHUYLVLRQIHVV



,IRXKDYHDQITXHVWLRQVFRQFHUQLQJ\RXU\$FFRXQW\$QDO\VLV6WDWHPHQWSOHDVHIHHOIUHHWRFRQWDFW\RXU\$FFRXQW2IILFHURU &RPPHUFLDO&XVWRPHU6XSSRUWDW

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Issue File Verification Report

Source: 0000001234567 - DEMO CUSTOMER

Files imported as of: 12/29/2017 04:26:49 CST

Issue File Verification

12/29/2017

Source: 0000001234567 - DEMO CUSTOMER

Total Issue(s):	91	Total Issue amount:	\$611,288.06	Total Stop(s):	0	Total Stop amount:	\$0.00
Total Void(s):	17	Total Void amount:	\$53,888.58	Total Cancel(s):	0	Total Cancel amount:	\$0.00

Effective Date	Type Code	Serial Number	Check Amount	Payee
12/21/2017	V	00000004827	327.47	
12/21/2017	V	00000004828	2,669.40	
12/21/2017	V	00000004829	966.83	
12/21/2017	V	00000004830	1,140.05	
12/21/2017	V	00000004831	953.18	
12/21/2017	V	00000004832	387.72	
12/21/2017	V	00000004833	270.00	
12/21/2017	V	00000004834	15,256.77	
12/21/2017	V	00000004835	15,057.15	
12/21/2017	V	00000004836	6,161.76	
12/21/2017	V	00000004837	1,087.50	
12/21/2017	V	00000004838	3,631.38	
12/21/2017	V	00000004839	335.14	
12/21/2017	V	00000004840	1,000.00	
12/21/2017	V	00000004841	1,735.00	



12/27/2017	I	00000004858	407.00	Arthur J. Gallagher Risk Managem
12/21/2017	I	00000004851	15,057.15	Westar Energy
12/21/2017	I	00000004852	6,161.76	Westar Energy
12/21/2017	I	00000004853	1,087.50	YMCA
12/21/2017	I	00000004854	3,631.38	Kansas Gas Service
12/21/2017	I	00000004855	335.14	Kansas Gas Service
12/21/2017	I	00000004856	1,000.00	NC Dept of Agriculture & Consume
12/21/2017	I	00000004857	1,735.00	Karyn Taylor
12/21/2017	I	00000004846	1,140.05	City of Wichita Public Works & U
12/21/2017	I	00000004847	953.18	FedEx
12/21/2017	I	00000004848	387.72	Verizon Wireless
12/21/2017	I	00000004849	270.00	Via Christi OCC Medicine
12/21/2017	I	00000004850	15,256.77	West Pharma

Issue File Verification Report

Issue File Verification

Source: 0000001234567 - DEMO CUSTOMER
 Files imported as of: 12/29/2017 04:26:49 CST

12/29/2017

Source: 0000001234567 - DEMO CUSTOMER

Effective Date	Type Code	Serial Number	Check Amount	Payee
12/21/2017	I	00000004843	327.47	At&t



12/21/2017	I	00000004844	2,669.40	At&t
12/21/2017	I	00000004845	966.83	At&t
12/18/2017	I	00000004826	116,808.90	BEH 8720 34th LLC
12/14/2017	I	00000004821	2,211.75	P&E Building Services, LLC
12/14/2017	I	00000004822	2,664.62	RPG
12/14/2017	I	00000004823	12,423.94	West Pharma
12/14/2017	I	00000004824	10,794.00	Premier Purchasing Partners, LP
12/14/2017	I	00000004825	2,827.02	Corporate Caterers
12/14/2017	I	00000004816	8,425.89	Intalere, Inc.
12/14/2017	I	00000004817	230.00	Black Hills Energy
12/14/2017	I	00000004818	13,210.70	MedAssets, Inc.
12/14/2017	I	00000004819	27,713.74	HealthTrust Purchasing Group
12/14/2017	I	00000004820	30,951.75	INN
12/12/2017	I	00000004811	9,568.06	Sedgwick County Treasurer
12/12/2017	I	00000004812	650.00	SC DHEC
12/12/2017	I	00000004813	650.00	SC DHEC
12/12/2017	I	00000004814	825.00	Tennessee Board of Pharmacy
12/12/2017	I	00000004815	200.00	Indiana Professional Licensing A
12/12/2017	I	00000004810	3,791.51	California State Board of Pharma
12/08/2017	I	00000004809	12,375.00	Greg Rockers



12/08/2017	I	00000004803	1,449.32	Westar Energy
12/08/2017	I	00000004804	2,997.77	Westar Energy
12/08/2017	I	00000004805	1,784.08	Kansas Gas Service
12/08/2017	I	00000004806	108.84	Kansas Gas Service
12/08/2017	I	00000004807	1,083.50	Nissan Motor Acceptance Corporat
12/08/2017	I	00000004796	127,434.72	Bio Solutions Direct
12/08/2017	I	00000004797	3,509.45	City of Wichita Public Works & U
12/08/2017	I	00000004798	206.53	City of Wichita Public Works & U
12/08/2017	I	00000004799	77.21	City of Wichita Public Works & U

Issue File Verification Report

Issue File Verification

Source: 0000001234567 - DEMO CUSTOMER
 Files imported as of: 12/29/2017 04:26:49 CST

12/29/2017

Source: 0000001234567 - DEMO CUSTOMER

Effective Date	Type Code	Serial Number	Check Amount	Payee
12/08/2017	I	00000004800	2,117.14	Cox Communications
12/08/2017	I	00000004801	75.00	Waste Connections, Inc.
12/08/2017	I	00000004802	2,824.05	Westar Energy
12/08/2017	I	00000004792	24,500.00	BEH 8720 34th LLC
12/08/2017	I	00000004793	646.00	BEH 8720 34th LLC



12/08/2017	I	00000004794	6,600.00	Property Management Partners, LL
12/08/2017	I	00000004795	1,615.96	All-Foils Inc
11/30/2017	I	00000004791	1,842.65	James Patton
11/29/2017	I	00000004782	476.46	Luis Burgos
11/29/2017	I	00000004783	6,600.00	Property Management Partners, LL
11/29/2017	I	00000004784	551.05	Sean Jones
11/29/2017	I	00000004785	249.00	Jake Milford
11/29/2017	I	00000004786	70.00	Utah Division of Occupational an
11/29/2017	I	00000004787	1,436.99	John Karwoski
11/29/2017	I	00000004788	770.00	Karyn Taylor
11/29/2017	I	00000004775	2,150.34	Kristin Gallagher
11/29/2017	I	00000004776	256.29	Michael Lawrence
11/29/2017	I	00000004777	4,038.22	Amy Harrison
11/29/2017	I	00000004778	1,567.95	Dion Wolter
11/29/2017	I	00000004779	232.10	Micahiah McCombs
11/29/2017	I	00000004780	408.11	Chris Kirkes
11/29/2017	I	00000004781	37,646.95	James Bedford
11/29/2017	I	00000004770	14,005.98	Westar Energy
11/29/2017	I	00000004771	190.38	
11/29/2017	I	00000004772	1,954.77	Glen Jensen



11/29/2017	I	00000004773	363.54	Brett Beverick
11/29/2017	I	00000004774	100.00	Dopps Wellness, PA
11/29/2017	I	00000004762	646.00	BEH 8720 34th LLC
11/29/2017	I	00000004763	69.50	Black Hills Energy
11/29/2017	I	00000004764	490.00	Iowa State Board Of Pharmacy

Issue File Verification Report

Issue File Verification

Source: 0000001234567 - DEMO CUSTOMER
 Files imported as of: 12/29/2017 04:26:49 CST

12/29/2017

Source: 0000001234567 - DEMO CUSTOMER

Effective Date	Type Code	Serial Number	Check Amount	Payee
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11/29/2017	I	00000004765	120.00	Jason McGuire
11/29/2017	I	00000004766	156.40	Jeffery Leavitt
11/29/2017	I	00000004767	1,646.51	Michael Thatcher
11/29/2017	I	00000004768	191.03	Verizon Wireless
11/29/2017	I	00000004769	550.00	West Virginia Board of Pharmacy
11/29/2017	I	00000004759	476.14	At&t
11/29/2017	I	00000004760	2,695.78	At&t
11/29/2017	I	00000004761	24,500.00	BEH 8720 34th LLC
11/17/2017	I	00000004757	490.00	Iowa State Board Of Pharmacy
11/17/2017	I	00000004758	490.00	Iowa State Board Of Pharmacy



11/16/2017	I	00000004755	270.00	Arizona State Board of Pharmacy
11/16/2017	I	00000004756	340.00	Montana Board of Pharmacy
11/14/2017	I	00000004754	3,154.70	Commerce Bank
11/10/2017	I	00000004752	3,687.99	Westar Energy
11/10/2017	I	00000004753	1,815.43	Westar Energy
10/31/2017	I	00000004750	500.00	NC Dept of Health
10/31/2017	I	00000004751	600.00	NC Dept of Health
11/03/2017	I	00000004749	8,750.00	Greg Rockers
12/08/2017	V	00000004808	1,809.23	Corporate Caterers
10/31/2017	V	00000004735	1,100.00	NC Dept of Health

Balance Summary and Detail Report

Demo Customer

12/11/2017 10:22

Account: 012345672 : xxxxxxxx4321-Checking - General 11 - USD

End Date: 12/09/2017 23:59

Date Range: Last Week

Report On: Previous Day Data

Start Date: 12/03/2017 00:00

Transaction Groups: All Transactions

Sorted By: Account Number, Date, Credit/Debit

Bank ABA# : Demo - 012345672

Account : xxxxxxxx4321-Checking - General 11 - USD

Last Week

Total Credits	\$4,081,096.05	Number of Items	25
Total Debits	\$5,042,761.30	Number of Items	25
Closing Ledger	\$492,121.32		
1-Day Float	\$62,771.00		
2 or More Days Float	\$777.00		
Closing Available	\$428,573.32		

Date	Transaction Type	Customer Ref. #	Bank Ref. #	Credit Amount	Debit Amount
12/04/2017	Miscellaneous ACH	0	0	137.49	
	Credit				
	0-Day Float: 137.49				
	1-Day Float: 0.00				
	2 or More Day Float: 0.00				
	Description: MER CREDIT CREDITCARD		TRACE NO: 091000010916932		
12/04/2017	Miscellaneous ACH	0	0	144.83	
	Credit				
	0-Day Float: 144.83				
	1-Day Float: 0.00				
	2 or More Day Float: 0.00				
	Description: MER CREDIT CREDITCARD		TRACE NO: 091000010916642		
12/04/2017	Other Deposit	1234	12502650	17,547.71	
	0-Day Float: 4,512.17				
	1-Day Float: 12,383.02				
	2 or More Day Float: 652.52				
12/04/2017	Other Deposit	5678	12501441	48,389.18	
	0-Day Float: 18,418.56				
	1-Day Float: 29,845.46				
	2 or More Day Float: 125.16				
12/04/2017	Miscellaneous ACH	0	0	750,000.00	
	Credit				
	0-Day Float: 750,000.00				
	1-Day Float: 0.00				
	2 or More Day Float: 0.00				
	Description: BOND TRADE		186888827		
12/04/2017	Check Paid	5824	28488864		100.00
12/04/2017	Check Paid	5850	12588879		216.54
12/04/2017	Check Paid	5840	12588804		3,037.75

Balance Summary and Detail Report
Demo Customer

	Miscellaneous ACH	0	0	904,178.33
	Debit			
	Description:			
	PAYROLL DEBIT TRACE NO: 101000016434347			
12/11/2017 10:22				
12/04/2017				
12/04/2017	Miscellaneous ACH	0	0	10,223.68
	Debit			
	Description:			
	A/R DRAFT ABC INDUSTRIES TRACE NO: 101000016185258			
12/04/2017	Check Paid	0	29388854	41,000.00
12/04/2017	Miscellaneous ACH	0	0	49,795.96
	Debit			
	Description:			
	A/R DRAFT BILLS PLUMBING TRACE NO: 101000016187910			
12/05/2017	Miscellaneous ACH	0	0	137.49
	Credit			
	0-Day Float: 137.49			
	1-Day Float: 0.00			
	2 or More Day Float: 0.00			
	Description: MER CREDIT CREDITCARD TRACE NO: 091000010916932			
12/05/2017	Miscellaneous ACH	0	0	144.83
	Credit			
	0-Day Float: 144.83			
	1-Day Float: 0.00			
	2 or More Day Float: 0.00			
	Description: MER CREDIT CREDITCARD TRACE NO: 091000010916642			
12/05/2017	Other Deposit	1234	12502650	17,547.71
	0-Day Float: 4,512.17			
	1-Day Float: 12,383.02			
	2 or More Day Float: 652.52			
12/05/2017	Other Deposit	5678	12501441	48,389.18
	0-Day Float: 18,418.56			
	1-Day Float: 29,845.46			
	2 or More Day Float: 125.16			
12/05/2017	Miscellaneous ACH	0	0	750,000.00
	Credit			
	0-Day Float: 750,000.00			

Balance Summary and Detail Report

Demo Customer

12/11/2017 10:22

	1-Day Float: 0.00			
	2 or More Day Float: 0.00			
	Description: BOND TRADE 186888827			
12/05/2017	Check Paid	5824	28488864	100.00
12/05/2017	Check Paid	5850	12588879	216.54
12/05/2017	Check Paid	5840	12588804	3,037.75
12/05/2017	Miscellaneous ACH Debit	0	0	10,223.68
	Description:			
	A/R DRAFT ABC INDUSTRIES TRACE NO: 101000016185258			
12/05/2017	Check Paid	0	29388854	41,000.00
12/05/2017	Miscellaneous ACH Debit	0	0	49,795.96
	Description:			
	A/R DRAFT BILLS PLUMBING TRACE NO: 101000016187910			
12/05/2017	Miscellaneous ACH Debit	0	0	904,178.33
	Description:			
	PAYROLL DEBIT TRACE NO: 101000016434347			
12/06/2017	Miscellaneous ACH Credit	0	0	137.49
	0-Day Float: 137.49			
	1-Day Float: 0.00			
	2 or More Day Float: 0.00			
	Description: MER CREDIT CREDITCARD TRACE NO: 091000010916932			
12/06/2017	Miscellaneous ACH Credit	0	0	144.83
	0-Day Float: 144.83			
	1-Day Float: 0.00			
	2 or More Day Float: 0.00			
	Description: MER CREDIT CREDITCARD TRACE NO: 091000010916642			
12/06/2017	Other Deposit	1234	12502650	17,547.71
	0-Day Float: 4,512.17			
	1-Day Float: 12,383.02			
	2 or More Day Float: 652.52			
12/06/2017	Other Deposit	5678	12501441	48,389.18
	0-Day Float: 18,418.56			
	1-Day Float: 29,845.46			
	2 or More Day Float: 125.16			
12/06/2017	Miscellaneous ACH Credit	0	0	750,000.00
	0-Day Float: 750,000.00			
	1-Day Float: 0.00			
	2 or More Day Float: 0.00			
	Description: BOND TRADE 186888827			
12/06/2017	Check Paid	5824	28488864	100.00
12/06/2017	Check Paid	5850	12588879	216.54
12/06/2017	Check Paid	5840	12588804	3,037.75

Balance Summary and Detail Report
Demo Customer

12/06/2017	Miscellaneous ACH	0	0	10,223.68
	Debit			
	Description:			
	A/R DRAFT ABC INDUSTRIES		TRACE NO: 101000016185258	
12/06/2017	Check Paid	0	29388854	41,000.00
12/06/2017	Miscellaneous ACH	0	0	49,795.96
	Debit			
	Description:			
	A/R DRAFT BILLS PLUMBING		TRACE NO: 101000016187910	
12/06/2017	Miscellaneous ACH	0	0	904,178.33
	Debit			
	Description:			
	PAYROLL DEBIT		TRACE NO: 101000016434347	
12/07/2017	Miscellaneous ACH	0	0	137.49
	Credit			
	0-Day Float: 137.49			
	1-Day Float: 0.00			
	2 or More Day Float: 0.00			
	Description: MER CREDIT CREDITCARD		TRACE NO: 091000010916932	
12/07/2017	Miscellaneous ACH	0	0	144.83
	Credit			
	0-Day Float: 144.83			
	1-Day Float: 0.00			
	2 or More Day Float: 0.00			
	Description: MER CREDIT CREDITCARD		TRACE NO: 091000010916642	
12/07/2017	Other Deposit	1234	12502650	17,547.71
	0-Day Float: 4,512.17			
	1-Day Float: 12,383.02			
	2 or More Day Float: 652.52			
12/07/2017	Other Deposit	5678	12501441	48,389.18
	0-Day Float: 18,418.56			
	1-Day Float: 29,845.46			
	2 or More Day Float: 125.16			

Balance Summary and Detail Report

Demo Customer

12/11/2017 10:22

12/07/2017	Miscellaneous ACH	0	0	750,000.00
	Credit			
	0-Day Float:	750,000.00		
	1-Day Float:	0.00		
	2 or More Day Float:	0.00		
	Description:	BOND TRADE 186888827		
12/07/2017	Check Paid	5824	28488864	100.00
12/07/2017	Check Paid	5850	12588879	216.54
12/07/2017	Check Paid	5840	12588804	3,037.75
12/07/2017	Miscellaneous ACH	0	0	10,223.68
	Debit			
	Description:	A/R DRAFT ABC INDUSTRIES TRACE NO: 101000016187910		
12/07/2017	Check Paid	0	29388854	41,000.00
12/07/2017	Miscellaneous ACH	0	0	49,795.96
	Debit			
	Description:	A/R DRAFT BILLS PLUMBING TRACE NO: 101000016187910		
12/07/2017	Miscellaneous ACH	0	0	904,178.33
	Debit			
	Description:	PAYROLL DEBIT TRACE NO: 101000016434347		
12/08/2017	Miscellaneous ACH	0	0	137.49
	Credit			
	0-Day Float:	137.49		
	1-Day Float:	0.00		
	2 or More Day Float:	0.00		
	Description:	MER CREDIT CREDITCARD TRACE NO: 091000010916932		
12/08/2017	Miscellaneous ACH	0	0	137.49
	Credit			
	0-Day Float:	137.49		
	1-Day Float:	0.00		
	2 or More Day Float:	0.00		
	Description:	MER CREDIT CREDITCARD TRACE NO: 091000010916932		
12/08/2017	Miscellaneous ACH	0	0	144.83
	Credit			
	0-Day Float:	144.83		
	1-Day Float:	0.00		
	2 or More Day Float:	0.00		
	Description:	MER CREDIT CREDITCARD TRACE NO: 091000010916642		
12/08/2017	Miscellaneous ACH	0	0	144.83
	Credit			
	0-Day Float:	144.83		
	1-Day Float:	0.00		

Balance Summary and Detail Report

Demo Customer

12/11/2017 10:22

2 or More Day Float: 0.00				
Description: MER CREDIT CREDITCARD TRACE NO: 091000010916642				
12/08/2017	Other Deposit	1234	12502650	17,547.71
0-Day Float: 4,512.17				
1-Day Float: 12,383.02				
2 or More Day Float: 652.52				
12/08/2017	Other Deposit	1234	12502650	17,547.71
0-Day Float: 4,512.17				
1-Day Float: 12,383.02				
2 or More Day Float: 652.52				
12/08/2017	Other Deposit	5678	12501441	48,389.18
0-Day Float: 18,418.56				
1-Day Float: 29,845.46				
2 or More Day Float: 125.16				
12/08/2017	Other Deposit	5678	12501441	48,389.18
0-Day Float: 18,418.56				
1-Day Float: 29,845.46				
2 or More Day Float: 125.16				
12/08/2017	Miscellaneous ACH	0	0	750,000.00
Credit				
0-Day Float: 750,000.00				
1-Day Float: 0.00				
2 or More Day Float: 0.00				
Description: BOND TRADE 186888827				
12/08/2017	Miscellaneous ACH	0	0	750,000.00
Credit				
0-Day Float: 750,000.00				
1-Day Float: 0.00				
2 or More Day Float: 0.00				
Description: BOND TRADE 186888827				
12/08/2017	Check Paid	5824	28488864	100.00
12/08/2017	Check Paid	5824	28488864	100.00
12/08/2017	Check Paid	5850	12588879	216.54
12/08/2017	Check Paid	5850	12588879	216.54
12/08/2017	Check Paid	5840	12588804	3,037.75
12/08/2017	Check Paid	5840	12588804	3,037.75
12/08/2017	Miscellaneous ACH	0	0	10,223.68
Debit				
Description:				

Balance Summary and Detail Report

Demo Customer

12/11/2017 10:22

	A/R DRAFT ABC INDUSTRIES TRACE NO: 101000016185258			
12/08/2017	Miscellaneous ACH	0	0	10,223.68
	Debit			
	Description:			
	A/R DRAFT ABC INDUSTRIES TRACE NO: 101000016185258			
12/08/2017	Check Paid	0	29388854	41,000.00
12/08/2017	Check Paid	0	29388854	41,000.00
12/08/2017	Miscellaneous ACH	0	0	49,795.96
	Debit			
	Description:			
	A/R DRAFT BILLS PLUMBING TRACE NO: 101000016187910			
12/08/2017	Miscellaneous ACH	0	0	49,795.96
	Debit			
	Description:			
	A/R DRAFT BILLS PLUMBING TRACE NO: 101000016187910			
12/08/2017	Miscellaneous ACH	0	0	904,178.33
	Debit			
	Description:			
	PAYROLL DEBIT TRACE NO: 101000016434347			
12/08/2017	Miscellaneous ACH	0	0	904,178.33
	Debit			
	Description:			
	PAYROLL DEBIT TRACE NO: 101000016434347			

	Credits	Debits	Total Amount
	4,897,315.26	6,051,313.56	

	Credits	Debits
Total Number of Items	30	42

Investment Portfolio Pledged Securities
 Commerce Bank (Kansas City)
 Kansas City, MO

InTrader (pledged)
 Last : 08/31/2018
 As-of: 09/30/2018
 9101 999133

Sec ID	Ticket	Security Description Line 1	Security Description Line 2	Safekeeping Agent	Rate	Maturity	Grp	Original Face S & P	PartCur Face Moody	Priced Pledged	Book Value Market Value
PLEGGED TO:											
31326FAV7	22	FH 2B1736	Collateral Type = FHARM	COMMERCE BANK	2.837	09/01/2043	C04	22,570,153.00 NR	7,785,149.96 NR	09/28/2018	7,936,754.49
31326LPM1	22	FH 2B5828	Collateral Type = FHARM	COMMERCE BANK	2.879	01/01/2047	C04	17,081,026.00 NR	14,535,043.39 NR	09/28/2018	14,736,242.00
3132J4KR9	22	FG G31003	Collateral Type = FGTW	COMMERCE BANK	2.5	03/01/2037	C04	30,000,000.00 NR	26,864,282.70 NR	09/28/2018	26,768,668.60
3138ESAR9	22	FN AL9915	Collateral Type = FNARM	COMMERCE BANK	2.835	02/01/2047	C04	8,625,000.00 NR	6,959,234.09 NR	09/28/2018	7,026,438.45
3137F3PST	22	FHR 4764 BG	Collateral Type = FGLMC 4	COMMERCE BANK	3.5	06/15/2042	C11	21,000,000.00 NR	19,455,540.93 NR	09/28/2018	19,597,244.02
3137FAEE8	22	FHR 4778 ED	Collateral Type = FGLMC 4	COMMERCE BANK	3.5	10/15/2042	C11	12,000,000.00 NR	11,191,042.92 NR	09/28/2018	11,276,087.77
3137F5CG2	22	FHR 4790 HA	Collateral Type = FGLMC 4	COMMERCE BANK	4	07/15/2040	C11	5,000,000.00 NR	4,748,643.70 NR	09/28/2018	4,863,243.26
TOTAL FOR PLEDGE ID											
		Pledged: 7		Orig Face: 116,276,179.00		Current Face: 91,538,937.69		Market: 89,534,247.94		Book: 92,204,678.59	



Commerce Bank

St Louis - Premium Schedule

FRB District	Office	Routing	4:45 AM	11:00 AM	5:00 PM	Midnight
	Government	0000-0009	1-Day	1-Day	1-Day	1-Day
		0000-1009	1-Day	1-Day	1-Day	1-Day
1	Boston	0110-XXXX	1-Day	1-Day	1-Day	1-Day
		0112-XXXX	1-Day	1-Day	1-Day	1-Day
		0113-XXXX	1-Day	1-Day	1-Day	1-Day
		0114-XXXX	1-Day	1-Day	1-Day	1-Day
		0115-XXXX	1-Day	1-Day	1-Day	1-Day
	Windsor Locks	0111-XXXX	1-Day	1-Day	1-Day	1-Day
		0116-XXXX	1-Day	1-Day	1-Day	1-Day
		0117-XXXX	1-Day	1-Day	1-Day	1-Day
		0118-XXXX	1-Day	1-Day	1-Day	1-Day
		0119-XXXX	1-Day	1-Day	1-Day	1-Day
		0211-XXXX	1-Day	1-Day	1-Day	1-Day
2	EROC	0210-XXXX	1-Day	1-Day	1-Day	1-Day
		0212-XXXX	1-Day	1-Day	1-Day	1-Day
		0214-XXXX	1-Day	1-Day	1-Day	1-Day
		0215-XXXX	2-Day	2-Day	2-Day	2-Day
		0216-XXXX	2-Day	2-Day	2-Day	2-Day
		0219-XXXX	1-Day	1-Day	1-Day	1-Day
		0260-XXXX	1-Day	1-Day	1-Day	1-Day
		0280-XXXX	1-Day	1-Day	1-Day	1-Day
	Utica	0213-XXXX	1-Day	1-Day	1-Day	1-Day
		0220-XXXX	1-Day	1-Day	1-Day	1-Day
		0223-XXXX	1-Day	1-Day	1-Day	1-Day
3	Philadelphia	0310-XXXX	1-Day	1-Day	1-Day	1-Day
		0311-XXXX	1-Day	1-Day	1-Day	1-Day
		0312-XXXX	1-Day	1-Day	1-Day	1-Day

Deadlines and availability are subject to change without notice.



Commerce Bank

St Louis - Premium Schedule

		0313-XXXX	1-Day	1-Day	1-Day	1-Day
		0319-XXXX	1-Day	1-Day	1-Day	1-Day
		0360-XXXX	1-Day	1-Day	1-Day	1-Day
4	Cleveland	0410-XXXX	1-Day	1-Day	1-Day	1-Day
		0412-XXXX	1-Day	1-Day	1-Day	1-Day
	Cincinnati	0420-XXXX	1-Day	1-Day	1-Day	1-Day
		0421-XXXX	1-Day	1-Day	1-Day	1-Day
		0422-XXXX	1-Day	1-Day	1-Day	1-Day
		0423-XXXX	1-Day	1-Day	1-Day	1-Day
	Pittsburgh	0430-XXXX	1-Day	1-Day	1-Day	1-Day
		0432-XXXX	1-Day	1-Day	1-Day	1-Day
		0433-XXXX	1-Day	1-Day	1-Day	1-Day
		0434-XXXX	1-Day	1-Day	1-Day	1-Day
	Columbus	0440-XXXX	1-Day	1-Day	1-Day	1-Day
		0441-XXXX	1-Day	1-Day	1-Day	1-Day

FRB District	Office	Routing	4:45 AM	11:00 AM	5:00 PM	Midnight
		0442-XXXX	1-Day	1-Day	1-Day	1-Day
5	Richmond	0510-XXXX	1-Day	1-Day	1-Day	1-Day
		0514-XXXX	1-Day	1-Day	1-Day	1-Day
	Charleston	0515-XXXX	1-Day	1-Day	1-Day	1-Day
		0519-XXXX	1-Day	1-Day	1-Day	1-Day
	Baltimore	0520-XXXX	1-Day	1-Day	1-Day	1-Day
		0521-XXXX	1-Day	1-Day	1-Day	1-Day
		0522-XXXX	1-Day	1-Day	1-Day	1-Day
		0540-XXXX	1-Day	1-Day	1-Day	1-Day
		0550-XXXX	1-Day	1-Day	1-Day	1-Day
		0560-XXXX	1-Day	1-Day	1-Day	1-Day

Deadlines and availability are subject to change without notice.



Commerce Bank

St Louis - Premium Schedule

		0570-XXXX	1-Day	1-Day	1-Day	1-Day
	Charlotte	0530-XXXX	1-Day	1-Day	1-Day	1-Day
		0531-XXXX	1-Day	1-Day	1-Day	1-Day
	Columbia	0532-XXXX	1-Day	1-Day	1-Day	1-Day
		0539-XXXX	1-Day	1-Day	1-Day	1-Day
6	Atlanta	0610-XXXX	1-Day	1-Day	1-Day	1-Day
		0611-XXXX	1-Day	1-Day	1-Day	1-Day
		0612-XXXX	1-Day	1-Day	1-Day	1-Day
		0613-XXXX	1-Day	1-Day	1-Day	1-Day
	Birmingham	0620-XXXX	1-Day	1-Day	1-Day	1-Day
		0621-XXXX	1-Day	1-Day	1-Day	1-Day
		0622-XXXX	1-Day	1-Day	1-Day	1-Day
	Jacksonville	0630-XXXX	1-Day	1-Day	1-Day	1-Day
		0631-XXXX	1-Day	1-Day	1-Day	1-Day
		0632-XXXX	1-Day	1-Day	1-Day	1-Day
	Nashville	0640-XXXX	1-Day	1-Day	1-Day	1-Day
		0641-XXXX	1-Day	1-Day	1-Day	1-Day
		0642-XXXX	1-Day	1-Day	1-Day	1-Day
	New Orleans	0650-XXXX	1-Day	1-Day	1-Day	1-Day
		0651-XXXX	1-Day	1-Day	1-Day	1-Day
		0652-XXXX	1-Day	1-Day	1-Day	1-Day
		0653-XXXX	1-Day	1-Day	1-Day	1-Day
		0654-XXXX	1-Day	1-Day	1-Day	1-Day
		0655-XXXX	1-Day	1-Day	1-Day	1-Day
	Miami	0660-XXXX	1-Day	1-Day	1-Day	1-Day
		0670-XXXX	1-Day	1-Day	1-Day	1-Day
7	Chicago	0710-XXXX	1-Day	1-Day	1-Day	1-Day
		0712-XXXX	1-Day	1-Day	1-Day	1-Day

Deadlines and availability are subject to change without notice.



Commerce Bank

St Louis - Premium Schedule

		0719-XXXX	1-Day	1-Day	1-Day	1-Day
	Peoria	0711-XXXX	1-Day	1-Day	1-Day	1-Day
	Detroit	0720-XXXX	1-Day	1-Day	1-Day	1-Day

FRB District	Office	Routing	4:45 AM	11:00 AM	5:00 PM	Midnight
		0724-XXXX	1-Day	1-Day	1-Day	1-Day
	Des Moines	0730-XXXX	1-Day	1-Day	1-Day	1-Day
		0739-XXXX	1-Day	1-Day	1-Day	1-Day
	Indianapolis	0740-XXXX	1-Day	1-Day	1-Day	1-Day
		0749-XXXX	1-Day	1-Day	1-Day	1-Day
	Milwaukee	0750-XXXX	1-Day	1-Day	1-Day	1-Day
		0759-XXXX	1-Day	1-Day	1-Day	1-Day
8	St. Louis	0810-XXXX	1-Day	1-Day	1-Day	1-Day
		0812-XXXX	1-Day	1-Day	1-Day	1-Day
		0815-XXXX	1-Day	1-Day	1-Day	1-Day
		0819-XXXX	1-Day	1-Day	1-Day	1-Day
		0865-XXXX	1-Day	1-Day	1-Day	1-Day
	Louisville	0813-XXXX	1-Day	1-Day	1-Day	1-Day
		0830-XXXX	1-Day	1-Day	1-Day	1-Day
		0839-XXXX	1-Day	1-Day	1-Day	1-Day
		0863-XXXX	1-Day	1-Day	1-Day	1-Day
	Little Rock	0820-XXXX	1-Day	1-Day	1-Day	1-Day
		0829-XXXX	1-Day	1-Day	1-Day	1-Day
	Memphis	0840-XXXX	1-Day	1-Day	1-Day	1-Day
		0841-XXXX	1-Day	1-Day	1-Day	1-Day
		0842-XXXX	1-Day	1-Day	1-Day	1-Day
		0843-XXXX	1-Day	1-Day	1-Day	1-Day
9	Minneapolis	0910-XXXX	1-Day	1-Day	1-Day	1-Day

Deadlines and availability are subject to change without notice.



Commerce Bank

St Louis - Premium Schedule

		0911-XXXX	2-Day	2-Day	2-Day	2-Day
		0912-XXXX	2-Day	2-Day	2-Day	2-Day
		0913-XXXX	2-Day	2-Day	2-Day	2-Day
		0914-XXXX	2-Day	2-Day	2-Day	2-Day
		0915-XXXX	2-Day	2-Day	2-Day	2-Day
		0918-XXXX	1-Day	1-Day	1-Day	1-Day
		0919-XXXX	1-Day	1-Day	1-Day	1-Day
		0960-XXXX	1-Day	1-Day	1-Day	1-Day
	Helena	0920-XXXX	1-Day	1-Day	1-Day	1-Day
		0921-XXXX	1-Day	1-Day	1-Day	1-Day
		0929-XXXX	1-Day	1-Day	1-Day	1-Day
10	Kansas City	1010-XXXX	1-Day	1-Day	1-Day	1-Day
		1011-XXXX	1-Day	1-Day	1-Day	1-Day
		1012-XXXX	1-Day	1-Day	1-Day	1-Day
		1019-XXXX	1-Day	1-Day	1-Day	1-Day
	Denver	1020-XXXX	1-Day	1-Day	1-Day	1-Day
		1021-XXXX	2-Day	2-Day	2-Day	2-Day
		1022-XXXX	2-Day	2-Day	2-Day	2-Day
		1023-XXXX	2-Day	2-Day	2-Day	2-Day

FRB District	Office	Routing	4:45 AM	11:00 AM	5:00 PM	Midnight
		1070-XXXX	2-Day	2-Day	2-Day	2-Day
	Oklahoma City	1030-XXXX	1-Day	1-Day	1-Day	1-Day
		1031-XXXX	2-Day	2-Day	2-Day	2-Day
		1039-XXXX	2-Day	2-Day	2-Day	2-Day
	Omaha	1040-XXXX	1-Day	1-Day	1-Day	1-Day
		1041-XXXX	2-Day	2-Day	2-Day	2-Day
		1049-XXXX	2-Day	2-Day	2-Day	2-Day

Deadlines and availability are subject to change without notice.



Commerce Bank

St Louis - Premium Schedule

11	Dallas	1110-XXXX	1-Day	1-Day	1-Day	1-Day
		1111-XXXX	2-Day	2-Day	2-Day	2-Day
		1113-XXXX	2-Day	2-Day	2-Day	2-Day
		1119-XXXX	2-Day	2-Day	2-Day	2-Day
	El Paso	1120-XXXX	1-Day	1-Day	1-Day	1-Day
		1122-XXXX	2-Day	2-Day	2-Day	2-Day
		1123-XXXX	2-Day	2-Day	2-Day	2-Day
		1163-XXXX	2-Day	2-Day	2-Day	2-Day
	Houston	1130-XXXX	1-Day	1-Day	1-Day	1-Day
		1131-XXXX	2-Day	2-Day	2-Day	2-Day
	San Antonio	1140-XXXX	1-Day	1-Day	1-Day	1-Day
		1149-XXXX	2-Day	2-Day	2-Day	2-Day
12	San Francisco	1210-XXXX	1-Day	1-Day	1-Day	1-Day
		1211-XXXX	2-Day	2-Day	2-Day	2-Day
		1212-XXXX	2-Day	2-Day	2-Day	2-Day
		1213-XXXX	2-Day	2-Day	2-Day	2-Day
		1214-XXXX	2-Day	2-Day	2-Day	2-Day
	Los Angeles	1220-XXXX	1-Day	1-Day	1-Day	1-Day
		1221-XXXX	2-Day	2-Day	2-Day	2-Day
		1222-XXXX	2-Day	2-Day	2-Day	2-Day
		1223-XXXX	1-Day	1-Day	1-Day	1-Day
		1224-XXXX	2-Day	2-Day	2-Day	2-Day
	Portland	1230-XXXX	1-Day	1-Day	1-Day	1-Day
		1231-XXXX	2-Day	2-Day	2-Day	2-Day
		1232-XXXX	2-Day	2-Day	2-Day	2-Day
		1233-XXXX	2-Day	2-Day	2-Day	2-Day
	Salt Lake City	1240-XXXX	1-Day	1-Day	1-Day	1-Day
		1241-XXXX	2-Day	2-Day	2-Day	2-Day

Deadlines and availability are subject to change without notice.



Commerce Bank

St Louis - Premium Schedule

		1242-XXXX	2-Day	2-Day	2-Day	2-Day
		1243-XXXX	2-Day	2-Day	2-Day	2-Day
	Seattle	1250-XXXX	1-Day	1-Day	1-Day	1-Day
		1251-XXXX	2-Day	2-Day	2-Day	2-Day
		1252-XXXX	2-Day	2-Day	2-Day	2-Day

Deadlines and availability are subject to change without notice.

DEPOSITORY AGREEMENT

This Depository Agreement is made and entered into this day of ,
by and between a political subdivision of the State of ,
hereinafter called "Depositor," and Commerce Bank., hereinafter called "Depository Institution."

WHEREAS, the Depositor has deposited and will in the future deposit public funds with the Depository Institution in amounts exceeding the applicable insurance provided by the Federal Deposit Insurance Corporation ("FDIC"), and

WHEREAS, the Depositor has requested that its deposits in excess of the FDIC insurance limit, now or hereafter in effect, be secured, and

WHEREAS, the Depository Institution is authorized by 12 USC 90 to give security for the safekeeping and prompt payment of funds deposited by any State or political subdivision thereof, or any agency or other governmental instrumentality of one or more States or political subdivisions thereof, and Depository Institution is willing to provide collateral to the Depositor securing all deposits in excess of the applicable FDIC insurance limit, such collateral (hereinafter the "Collateral") to consist of,

- a) Securities as prescribed by the appropriate state statute in the state where the Depositor is located;
- b) Irrevocable Letter of Credit through the applicable Federal Home Loan Bank as prescribed by the appropriate state statute in the state where the Depositor is located;
and

WHEREAS, the Depository Institution is willing to provide sufficient Collateral such that the market value of the Collateral pledged will at all times equal not less than one hundred percent (100%) of the actual amount of the funds on deposit, including accrued interest, less the amount insured by the FDIC, and

WHEREAS, the Depository Institution will deliver the Collateral for safekeeping in a book-entry collateral account (hereinafter the "Collateral Account") established at the Federal Reserve Bank in Kansas City, Missouri (hereinafter referred to as the "Custodial Institution").

NOW, THEREFORE, the parties hereto agree as follows:

1. **Security.** All funds standing in the name of the Depositor now or hereafter on deposit with the Depository Institution in excess of applicable FDIC insurance shall be secured by the Depository Institution's pledge of Collateral and Depository Institution hereby pledges to Depositor all Collateral now or hereafter delivered to Custodial Institution and deposited in Custodial Institution's Collateral Account and held under joint custody receipt

in the name of Depositor and Depository Institution, and agrees that such Collateral shall at all times be maintained in an amount equal to at least one hundred percent (100%) of the amount of the deposit, including accrued interest, in excess of FDIC insurance, provided that Depository Institution has been given advance notice of and/or a reasonable opportunity to act on deposits made from time to time by Depositor. Depositor must give Depository Institution advance notice and a reasonable opportunity to act on deposits which represent a large increase over deposits made from time to time by Depositor, or which will result in the under-collateralization of the Collateral Account.

2. **Safekeeping Provisions.** The Depository Institution shall cause Custodial Institution to maintain the Collateral in a Collateral Account. Except as provided in paragraphs 5 and 6 below, the Collateral shall be released only upon the joint written authorization of the Depositor and the Depository Institution. The Depository Institution may substitute or exchange securities held in the Collateral Account as hereinafter provided.

3. **Timing for Authorization.** Depositor must provide written authorization for the release maturing of Collateral within twenty-four (24) hours of a request for such authorization. Depositor will pay Depository Institution a fee, to be determined by Depository Institution, if this authorization is not provided within that time period.

4. **Representations.** The Depository Institution represents to the Depositor: (a) that the Depository Institution is the sole legal and actual owner of the Collateral; (b) that no other security interest has been, nor will be, granted in the Collateral; and (c) that the deposits of Depositor are insured by the FDIC up to the current deposit insurance coverage limits.

5. **Default.** The Depository Institution shall be in default if it fails to pay, on demand, all or any part of a matured deposit including earned interest. It shall also be an event of default in the event a receiver is appointed for substantially all of Depository Institution's assets pursuant to applicable banking law or regulation.

6. **Proceeds.** In the event of a default, the Depositor is authorized to demand the transfer of the Collateral or to order the liquidation of same with all proceeds payable to the Depositor up to the amount of Depositor's uninsured deposits.

7. **Statements.** The Depository Institution agrees to furnish to the Depositor a statement listing a description of the Collateral pledged and held in safekeeping in the Custodial Institution upon written request. The statement will include par value, interest rate, and maturity date of the Collateral.

8. **Substitution.** The substitution or exchange of similar securities comprising the Collateral may be made by the Depository Institution only with the prior written consent of Depositor, which consent shall not unreasonably be withheld.

9. **Financial Condition.** The Depository Institution agrees to provide to

Depositor on written request a copy of its most recently published Call Report and agrees to provide an annual audited financial statement of Depository Institution's parent bank holding company upon written request.

10. **Fees.** Depositor agrees to pay to Depository Institution all fees and charges associated with the Collateral Account, including, but not limited to, Depository Institution and Custodial Institution fees and charges.

11. **Authorization.** Depositor and Depository Institution each represents and warrants to the other that this Agreement is made pursuant to and is duly authorized by resolution of its respective Board of Directors or other governing body.

12. **Non-Assignability.** This Agreement is not assignable in whole or in part, but is binding on the parties hereto and its successors and permitted assigns.

13. **Governing Law.** This Agreement shall be governed by the law of the state in which the main banking house of the Depository Institution is located.

Depositor

COMMERCE BANK
Depository Institution

By: _____

By: _____

Title: _____

Title: _____

CERTIFICATE OF SECRETARY OF DEPOSITORY INSTITUTION

The undersigned, Secretary of Depository Institution, hereby certifies that the execution of the foregoing Depository Agreement has been authorized by Enabling Resolutions adopted by unanimous consent of stockholders on May 4, 2015, as the same may be amended or restated from time to time, and

Further certifies that a duplicate original of the foregoing Depository Agreement is maintained in the official records of the Depository Institution.

IN WITNESS WHEREOF, the Secretary has executed this certification and affixed the corporate seal of the Depository Institution as of this _____ day of _____, _____.

(SEAL)

Assistant Secretary of Depository Institution

Commerce Bank

Treasury Services Agreement

Company Name: ABC Company TIN: 71-0700119

General Terms and Conditions

1. Commerce Bank (“Bank”) shall perform for or provide to the company identified above (“Company”) the service(s) (the “Service(s)”), described in the applicable Service Manual for the specific Service(s) selected by Company. The Services will be provided in accordance with this Treasury Services Agreement (the “Agreement”), the applicable Service Manual, any applicable Service Agreements, as well as any other documents or materials that are made a part thereof, or are incorporated therein by reference, or are made generally available to users of the Services. This Agreement, the Service Manuals, any applicable Service Agreements, and the *Strategies for Fraud Mitigation* brochure, as well as any other documents or materials that are made a part of any of the foregoing by reference, or are made generally available to users of the Services, are collectively referred to hereinafter as the “Documents.”

Upon selection of Services, Documents related to the Services will be provided to Company, which contain procedures and other information relating to the applicable Service. Company shall select specific services within the suite of services offered that it desires and shall supply all required data elements and Company-preferences necessary for Bank to provide the selected services to Company.

This Agreement shall supersede and replace any other Treasury Service Agreement previously entered into by Company and shall be the controlling document that governs all Services, any Service Agreements, and related Documents whether existing at the time this Agreement is executed or, unless otherwise agreed to by the parties, entered into at a future date by Company. Bank may utilize outside service providers and agents in the performance of all or any of the Services. Capitalized terms not otherwise defined herein shall have the meaning given to such term in the applicable Service Agreement or the applicable Service Manual. Except to the extent specifically stated otherwise, if the terms of any Documents conflict with this Agreement, the conflict shall be resolved in the following order of control:

1. Treasury Services Agreement
2. Service Agreement (if applicable)

- 3. Service Manual
- 4. Other documents or materials made available to users of same or similar Services

The General Terms and Conditions in this Agreement are applicable to all Treasury Services offered by Bank. Some Services have additional terms in this Agreement or in an additional Service Agreement. Company should refer to the product confirmation and set-up for the complete list of Services that Company is being provided.

- 2. **Company's Data.** Company will provide to Bank all records and data necessary to perform the Services. The data will be legible, correct, complete and in the format specified in the Documents or otherwise agreed to by Bank. The data will contain totals and proof information satisfactory to Bank. Checks must be MICR encoded in accordance with Bank's specifications. Company is solely responsible for delivery of any necessary data or applicable payment files, including transmission costs, to Bank through the means of transmission agreed upon by Company and Bank. Upon Receipt, Bank shall attempt to validate each received file in a timely manner. Bank has no obligation to perform the Service until a file has been validated, at Bank's sole discretion.

When this Agreement, any Service, or Service Agreement is terminated, Company will instruct Bank in writing within sixty (60) days whether Bank should return any data processing media furnished by Company and any records retained by Bank as a part of the terminated Services. If Company does not instruct Bank within sixty (60) day period, Bank may destroy, retain or return any such materials, and shall have no liability to Company or any third party if such materials are destroyed or are otherwise not retained.

- 3. **Company's Failure to Furnish Satisfactory Data.** Bank's performance of the Services is subject to Bank's receipt of timely, accurate and complete data for each Service, in form specified by, or acceptable to, Bank. Bank will not be liable for any error(s) that result from inaccurate source files, including, without limitation, inaccurate date, unintended data or files, untranslatable data, or incorrect versions of data. If any of these requirements are not met by Company:

a. Bank shall no longer be bound by the applicable production and delivery schedules; and

b. Bank shall be authorized to produce and deliver (as a "complete and finished work product") whatever portion of the Services can reasonably

be performed under the circumstances.

In addition to the foregoing, Company shall compensate Bank at Bank's then-current rates for time and materials for converting data from nonstandard form to standard form, or for completing missing data.

4. Company's Duty to Inspect. Company shall be responsible for promptly inspecting all Services performed when received (including, but not limited to, account statements and any documentation delivered or made available to Company electronically) and for notifying Bank immediately upon the discovery of any errors, unauthorized transactions, omissions or other discrepancies (collectively, "errors"). **Company agrees that its failure to notify Bank of any error within thirty (30) days (or, if shorter, the period specified in the applicable Service Manual) of Company's receipt of the first documentation or materials containing the error (delivered or made available to Company electronically or otherwise) will relieve Bank of any and all responsibility and liability relating to such error.**

5. Final Posting. Company agrees and understands that data may be reported prior to final posting and is subject to correction in case of error or adjustment. Company understands that such data release prior to Company's monthly account statement is for informational purposes only and is not to be construed as final posting information.

6. Fees. Company shall compensate Bank for the Services in accordance with Bank's fee schedules in effect from time to time. Bank may amend the fee schedules at any time and will endeavor to give written notice to Company of changes in fees relating to Services then being performed for Company. Company authorizes Bank to charge fees and debit its account(s) for such fees, on the applicable due dates. If acceptable to Bank, fees may also be payable through designated accounts of Company and Company will keep required balances in the designated account(s). The balance requirements will be measured by Bank's standard analysis of Company's account(s). In the alternative and at Bank's sole discretion, Bank may invoice Company for fees. Company is responsible for any non-Bank, ACH charges, non-service related, or vendor charges incurred by accessing any Service, including, but not limited to local or long distance telephone, internet access fees and any other charges that may be assessed and billed separately.

In addition to the fees to be paid by Company, Company agrees to pay all applicable sales, use or other taxes for the Services provided hereunder; excluding, however, taxes based upon Bank's net income.

7. Overdrafts; Set-off. If any actions by Company result in an overdraft in any of its accounts, Company shall be responsible for immediately covering the overdraft (with immediately available funds), together with interest thereon at a per annum rate equal to the Bank's then-current rate for commercial customer overdrafts. Notwithstanding the foregoing, Bank shall have no duty or obligation to honor or affect any transfer which will result in an overdraft in any of Company's accounts nor shall Bank have any liability resulting therefrom or for dishonoring items where our exercise of the right of set-off any results in insufficient funds in the account. Bank may set-off any amount owed to it in connection with the Services performed against any deposit account of Company held by Bank or any of its affiliates or against any other amount owed Company by Bank or any of its affiliates.

8. Credit Limits; Documentation. If the Services selected by Company may result in credit exposure to Bank, Bank may limit Company's transaction volume or dollar amount and refuse to execute transactions that exceed any such limit. Company shall, upon Bank's request from time to time, provide to Bank financial statements and information and other documentation as Bank

determines to be reasonably necessary or appropriate to enable Bank to evaluate its credit exposure and Company's credit worthiness. Company shall provide to Bank, as Bank may request from time to time, such documentation (such as resolutions, incumbency certificates, authorizations, agreements and other documents) relating to (without limitation) Company's authority to contract for the Services and/or Company's establishment of any deposit accounts.

9. Security Procedures.

a. As part of the parties' agreed-upon security procedures, Company agrees to monitor its account activity and report any unauthorized activity as required herein or under any other applicable Bank agreements, including but not limited to, the applicable deposit account agreement. The Documents applicable to a particular Service will describe certain security procedures to be implemented by Bank and such security procedures are thereby agreed to by Company. In addition, if any Service offers security procedures to be implemented and followed by Company, Company agrees to those Bank-offered security procedures (as they may be amended from time to time), agrees that it shall be solely responsible to assure that such security procedures are properly implemented and followed, and further agrees that it shall be deemed

to have refused any such security procedure that it fails to properly implement or follow. Company agrees to take appropriate actions with the proper use, security, maintenance and disposition of security procedures used to access Services. Company agrees that Bank may from time to time update or amend any Documents describing security procedures and that Company's continued use of the Services after being provided with notice of such updates constitutes Company's agreement to the same. If Company knows or suspects that such security procedures have been or are breached or violated, Company shall immediately notify Bank of any such breach or violation. Furthermore, Company agrees that, in addition to the security procedures referenced above, Bank may implement other security procedures that may not be disclosed or visible to Company because the public disclosure or dissemination of such security procedures (or certain details related thereto) could jeopardize or diminish the intended effectiveness. Company agrees that any instructions to restrict the acceptance of payment orders initiated in Company's name shall not be valid or binding upon Bank unless and until (i) such instruction is established either (x) in accordance with the security procedures detailed in the applicable Documents; (y) by a written agreement that is duly executed by both parties; or (z) by written instruction delivered to Bank at the address provided for herein for notices and provided Bank confirms to Company in writing its acceptance of the instruction and the instruction does not otherwise violate a written agreement between Bank and Company (the parties expressly agree that instructions provided to, or purportedly agreed to by Bank, via electronic means shall not constitute a written agreement or written instruction in conformance with the agreed upon procedures herein); and (ii) Bank has had a reasonable opportunity to act upon such instructions. Bank may act upon instructions given by other means, but doing so shall not constitute any course of dealing or other basis for altering the otherwise agreed upon procedure described herein.

Miscellaneous. Company acknowledges that its selection and use of any Service will be based upon a consideration of numerous factors including, but not limited to, the convenience, features, functionality, risk, and costs (direct and indirect; incurred or saved) associated with the Service; Company's internal fraud-prevention and risk-mitigation measures; and Company's tolerance for risk of loss.

b. At all times during Company's use of a Service, Company continually acknowledges and agrees with respect to the Service that (each to the extent applicable to the Service):

i. Company expressed to Bank its wishes, if any, regarding which security procedures are preferred as well as all Company circumstances, including but not limited to, the size, type, frequency, and volume of transactions that Company contemplates undertaking, that would be relevant for the parties to determine whether the Bank-offered security procedures are suitable for Company;

ii. If Bank offered Company the ability to select among alternative Bank-offered security procedures, then Company made the informed decision to choose the security procedure that it deems most appropriate;

iii. The Bank-offered security procedures are suitable for Company; and

iv. **The authenticity of any payment order issued to the Bank in the name of Company as sender will be effective as the order of Company, whether or not authorized, so long as Bank verified the payment order in good faith and in compliance with the agreed-upon security procedures and Company shall indemnify and hold Bank harmless against any damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) incurred by Bank relating thereto.**

c. In addition to the above acknowledgements in Section 9(b), if at any time Company refuses any Bank-offered security procedure(s), Company also acknowledges and agrees that (each to the extent applicable to the Service):

i. To the extent that Company's chosen security procedures increase Company's risk of loss, Company accepts that risk because Company's chosen security procedures offer Company greater convenience and/or reduce Company's overall costs when compared to the Bank-offered security procedure(s) that were refused and which are otherwise suitable for Company;

ii. Company's chosen security procedures are and shall be deemed to be "commercially reasonable," both for Company's circumstances and under applicable law; and

iii. **Company will be bound by any payment order, whether or not authorized, issued in Company's name and accepted by Bank in compliance with the security procedures that Company selected and Company shall indemnify and hold Bank harmless against any damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) incurred by Bank relating thereto.**

d. To the extent a transaction is governed by Article 4A of the Uniform Commercial Code ("UCC"), Company agrees that Bank is not an insurer against fraud and that the security procedures referenced herein, the obligations of

Company to regularly and timely monitor its accounts activity, as well as any other security procedures implemented by Bank (whether or not disclosed to Company) and agreed to by Company by way of Section 9a above, (i) are designed to verify that a payment order or communication amending or cancelling a payment order is that of Company and (ii) shall collectively constitute Bank's "security procedure(s)" for purposes of Article 4A of the UCC and shall be considered as such by a court when determining whether Bank's security procedures are commercially reasonable.

10. **Standard of Care.**

a. **Unless a different standard of care is specified herein or in an applicable Service Agreement, Company agrees that Bank shall perform its duties and obligations under this Agreement and any Service Agreements in accordance with the customary commercial practices of Bank for the applicable Service and, subject to the limitations and exceptions set forth in Section 11 below, Bank shall not be liable for any act done or step taken or omitted by Bank in accordance with the customary commercial practices of Bank.**
 The parties hereby agree that the Services have several unique characteristics that relate to Bank's duty of care. For example, most of the Services involve large volumes of items or transactions that are processed in a highly automated environment. The procedures set forth in the Documents for each Service have been designed in light of those characteristics to maximize Company's ability to use such Service in an efficient manner while minimizing its cost and inconvenience.

b. The process by which Bank selects and uses facilities, equipment, personnel and third party vendors in connection with the activities to be performed under this Agreement, shall be conducted in accordance with the customary commercial practices of Bank. **However, Company acknowledges that Bank shall not be liable for any act or omission of Company or any third party, or at for any charges imposed by any third party contracted by Company or at the request of Company.** Furthermore, this Agreement shall constitute a contract solely between Bank and Company, and Bank shall have no liability hereunder to any third party.

11. **Limitation of Liability; No Warranties.** Unless a different limit on Bank's liability is specified in an applicable Service Agreement, Bank's liability will be limited as set forth herein. **Except for matters governed by Article 4A of the UCC, Bank's liability shall be limited to actual damages sustained by Company, not to exceed the fees paid by Company for the event causing such damages, that are a direct result of Bank's failure to act in good faith and exercise ordinary care (as measured by the applicable standard of care set forth in Section 9 above).** Bank's liability is conditioned upon Company taking actions to mitigate any losses and providing reasonable cooperation in investigating the claim. Bank's liability is further conditioned upon Company bringing any action against Bank with respect to such claim within one (1) year after the claim is capable of ascertainment. Furthermore, Company shall transfer any rights it has against third parties to Bank and will cooperate with Bank in recovery efforts if Bank be reimburses Company for any losses hereunder. **In no event shall Bank be liable for special, incidental, punitive, indirect or consequential loss, cost, expense or**

damage of any kind, including lost profits (even if advised of the possibility of such loss, cost, expense or damage). Company acknowledges that Bank provides the Services on an "as is" and "as available" basis and that Bank has not and does not make any representations or warranties of any kind or nature, directly or indirectly, express or implied, oral or written, statutory or otherwise, with respect to the Services, including all implied warranties or merchantability, fitness for a particular purpose, and any warranties arising from a course of dealing, usage, or trade practice whether arising by operation of law or otherwise. Without limiting the foregoing, Bank does not warrant that the Services will be uninterrupted or error-free. Bank is not responsible for any damage to Company computers, internet browser or other software, modem, telephone or other property resulting from the use of any Service, including without limitation any loss, damage or injury resulting from a virus, an interruption in electrical power or telephone service, the disconnecting of telephone or internet service by Company telephone or internet service provider or other deficiencies in line quality, or any other defect or malfunction of your telephone or internet access service. Under no circumstances shall Bank be liable for Losses (as defined in Section 12 below) to the extent caused by: (i) Company; (ii) a third party; (iii) abuse, misuse, alteration, or use that is inconsistent with the terms of this Agreement or Documents; (iv) incorrect or incomplete data supplied to Bank; or (v) a failure that is not directly attributable to Bank or under Banks direct control.

For transfers governed under Article 4A of the UCC, Bank will compensate Company, conditioned upon Company notifying Bank within thirty (30) days after a confirmation, report, statement or other document reflecting the relevant transaction is sent or made available to Company, for Company's loss of interest on funds as a direct result of Bank's failure to comply with such law in executing a transfer; such compensation shall be based upon the Fed Funds Rate at the Federal Reserve Bank of New York in effect at the time of the reasonable discretion). Bank shall not be liable for Company's attorneys' fees in connection with any claim for loss of interest, or otherwise.

12. Indemnity. Except to the extent arising from the Bank's failure to meet the standard of care as set forth in Section 10 of this Agreement, Company agrees to defend, indemnify, and hold harmless Bank and its officers, directors, employees, agents and shareholders, its affiliates and their respective officers, directors, employees, agents and representatives from and against any and all losses, liabilities, claims, causes of action, damages, demands, fines (including those imposed by any Federal Reserve Bank, clearing house or funds transfer system), judgments, disputes, costs, charges and expenses (including litigation expenses, other costs of investigation or defense and reasonable attorneys' fees) (collectively "Losses") which relate in any way to the Services or any Documents, including, but not limited to, those caused by: (a) Company's failure to comply with any of the provisions of this Agreement or the Documents; (b) Company's misuse of any Service; (c) the failure of any of Company's representations or warranties to be true and correct in all respects at any time; (d) inaccurate or incomplete data provided to Bank; (e) Company's failure to comply with applicable laws or regulations; (f) Company's Losses associated with transactions, including, but not limited to, all Losses resulting from or related to counterfeit, charged-back, or fraudulent transactions; (g) any violations of privacy rights, unfair competition or infringement of patents, trademarks, copyrights or other intellectual property caused by Company; (h) any claim, action or suit brought by Company's customers, patients, or both related to or arising from the Service; or (i) Bank following any of Company's instructions.

13. **Force Majeure.** Bank shall bear no responsibility for non-performance of any Services caused by, or relating to, an event beyond Bank's control, including, without limitation, fire, casualty, breakdown in equipment or failure of telecommunications or data processing services; Customer's use of incompatible or defective equipment, software, operation system, Internet browser software, including but not limited to plug-in components, helper applications, enhancements, upgrades, and add-ons, and any other computer equipment or device; sabotage, labor shortage, lockout, strike, unavoidable accident, acts of God, riot, war, delay of U.S. Mail, or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or an emergency or catastrophe that prevents or materially interferes with Bank's normal operations.

14. **Resolution of Disputes; Waiver of Jury Trial and of Right to Participate in a Class Action.** As a precondition to seeking redress in a court of law or through an arbitrator, as permitted herein, the parties agree that for any dispute with respect to the terms and conditions of this Agreement or any Documents, or any subject matter referred to in or governed by this Agreement or Documents, the parties will use all reasonable efforts to attempt to resolve the dispute in good faith by senior level negotiations. This includes but is not limited to, referring the dispute by a written request to an officer of each party who has authority to resolve the dispute and who is not directly involved with the subject matter of the Services under this Agreement who shall meet within fifteen (15) days from the dispatch of the written request in order to attempt to resolve the dispute. **Company and Bank hereby waive the right to (i) participate in a class action in court or in arbitration, either as a class representative or class member, (ii) act as a private attorney general or other persons similarly situated in court or in arbitration or (iii) have a jury resolve the claim. Moreover, unless agreed to by Bank, claims may not be joined, consolidated, or otherwise combined whether or not any such combination occurred as a result of an assignment.** Furthermore, excluding claims and controversies any part of which are governed by Article 4A of the UCC, as well as Bank's exercise of any set-off, self-help and other similar remedies or Bank's realization on any contractual security interests, all claims or controversies relating to any services provided hereunder shall be resolved through final and binding arbitration to be conducted in St. Louis County, Missouri and in accordance with the Federal Arbitration Act (Title 9, U.S. Code) under the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered in such arbitration may be entered in any court of competent jurisdiction.

15. **Governing Law; Jurisdiction and Venue.** The Documents shall be governed by, and interpreted in accordance with, the laws of the State of Missouri without giving effect to the conflicts of law principles thereof that would require application of the law of a different jurisdiction. With respect to any suit, action or proceedings relating to any dispute arising out of or in connection with the Documents ("Proceedings"), but excluding here, each party irrevocably (a) submits to be submitted to arbitration as detailed in venue of the courts located in St. Louis County, Missouri; (b) waives any objection which it may have at any time to the laying of venue of any proceedings brought in any such court; (c) waives any claim that such proceedings have been brought in an inconvenient forum; (d) waives the right to object, with respect to such proceedings, that such court does not have any jurisdiction over such party; and (e) agrees to bring any suit, action or proceeding solely in any such court.

16. **Term.** Except as stated otherwise in this Agreement or any applicable Service Agreement, each Service and its related Documents shall continue until terminated by either party upon thirty (30) days' prior written notice; provided, however, this Agreement, each Service, any applicable Service Agreement, and related Documents shall automatically terminate without notice (a) upon the filing by or against Company of any bankruptcy petition or a petition for the appointment of a receiver, or upon the filing of any other action alleging, or if a determination is made, that Company is insolvent, (b) in the event that Company's designated accounts with Bank are closed, (c) upon termination of a third party contract which is necessary for Bank's performance of the Services, or (d) if either Bank or Company is hereafter prohibited by law from performing or contracting for the Services. Bank may also terminate any Service or any applicable Service Agreement, along with its related Documents, immediately with or without notice if Bank determines that Company has failed to maintain a financial condition deemed necessary by Bank in its sole discretion, or Company has materially breached any agreement between Company and Bank.

17. **Counterparts; Electronic Signatures.** Any executable Document may be executed in multiple counterparts, each of which shall be deemed an original but together shall constitute only one agreement, and delivery of any executable Document bearing a facsimile signature or signature reproduced by PDF or other reproductive format shall have the same force and effect as if the Document bore an inked original signature. If this Agreement or any Document is executed by means of a facsimile signature, email signature or a signature produced by any electronic symbol, marking, communication, sound, or process attached to or logically associated with a document (collectively, an "Electronic Signature"), the parties agree that the Electronic Signature is intended to authenticate the document and to demonstrate the party's intent to sign such document and to be bound by such document, and such an Electronic Signature shall have the same force and effect as if the document bore a handwritten signature.

18. **Facsimile Signatures.** If Company at any time authorizes or permits utilization of a facsimile signature for any "authorized signature," Bank shall be entitled to honor and charge Company for all checks and other orders for payment of money so signed, regardless of by whom or what means the purported or actual facsimile signature may have been affixed thereto, if such orders are drawn in Company's name. Company agrees that all previous, present and future authorizations shall continue in full force and effect until Bank is advised in writing to the contrary and until Bank shall have had a reasonable opportunity to act upon such advice.

19. **Business Purpose; Company Delegates.** Company agrees that the Services to be performed or provided by Bank will be used by Company solely for business or commercial purposes and not for personal, family, or household purposes. Certain Services shall require Company to designate one or more system administrators, security administrators, or users (collectively "delegates"), who may designate additional delegates, in order to assist Company in implementing and using the Service as well as to receive Service-related communications and Documents on Company's behalf. Except as otherwise provided herein, Company shall be solely responsible and liable for all acts or omissions of a delegate, as well as all transactions purportedly initiated or authorized by these delegates. If Company permits any person or entity other than the documented delegate

to perform any duty or responsibility of a delegate, Company shall be deemed to have authorized that person to act as a delegate and perform duties of a delegate on Company's behalf.

20. **Changes in Law.** In the event Bank determines, in its sole discretion, that (i) a change in applicable laws causes the any Service to fail to materially comply therewith, or (ii) a change in the rules of any financial network used by any Service materially affects the provision of the Services (either of (i) or (ii), a "Regulatory Change"), upon notice to Company, Bank shall be entitled to such Regulatory Change, (Y) method of providing fees to reflect any changes in Bank's costs of providing the affected Services caused by compliance with such Regulatory Change and (Z) cease providing the affected Service if it is no longer commercially reasonable (in Bank's sole discretion) to continue to provide such Service in light of such Regulatory Change, in each case in its sole discretion. In the event that Bank elects to terminate the affected Service pursuant to clause (Z) of the preceding sentence, Company shall not be responsible for any termination fee.

21. **Severability; Survivability.** If any term, clause, or provision of this Agreement or any other Document shall be determined by a court of competent jurisdiction or arbitrator(s) to be void, invalid, or unenforceable as written, such invalidity shall not affect the validity or operation of any other term, clause, or provision and such invalid term, clause, or provision shall be deemed to be severed from the Agreement or Document and superseded by a valid, enforceable term, clause, or provision that most closely matches the intent of the original term, clause, or provision and the remainder of the Agreement or Document shall continue in effect. The following provisions of the General Terms and Conditions, as well as any other provisions which by their nature should survive, shall survive termination of this Agreement: 4; 7; 9(b)(iv); 9(c)(iii); 9(d); 10; 11; 12; 14; 15; and 21.

22. **Headings; Complete Agreement.** Headings are used for reference purposes only and shall not be deemed a part of this Agreement or any applicable Service Agreement. The parties hereto acknowledge that each has read the Service Manuals, any applicable Service Agreements, and this Agreement, understands them, had the opportunity to submit them for review by competent legal counsel, and agrees to be bound by the respective terms thereof. On behalf of the Company, the undersigned hereby agrees that Bank may make available certain Documents to the Company's selected user of a Service and that by making such Documents available to the user the Company hereby acknowledges and accepts to be bound by those Documents. The parties further agree that the Documents, including any amendments thereto, and the applicable deposit account shall constitute the complete and exclusive expression of the agreements between the parties, and shall specifically supersede all other proposals (whether oral or written), understandings, representations, conditions, warranties, covenants, and all other communications between the parties relating to the subject matter of all of the foregoing. In the event of a conflict between the Documents and applicable deposit account agreement, the Documents shall control unless the applicable deposit account agreements specifically identifies the Documents (collectively or individually) and states that the applicable deposit account agreement will be controlling in the event of a conflict.

23. **Amendments; Assignments.** Bank may, amend, update, or change this Agreement, any Service Agreement, Service Manual, or any other Document at any time. Company hereby agrees that Bank may provide notice to Company of such amendments, updates, or changes via (i) a written communication sent to Company's "Address for notice" as provided for herein; (ii) an electronic communication sent to any email address provided by Company to Bank in relation to any service provided hereunder; or (iii) an electronic communication posted within an electronic or online system utilized by Company under this Agreement. It is Company's responsibility to ensure its email address(es) on file with Bank is at all times appropriate for receiving such Bank communications and up-to-date. Bank's compliance with the preceding sentence and Company's continued use of the applicable Service thereafter shall constitute Company's acceptance to any amendments, changes, or updates. Bank will use commercially reasonable efforts to provide notice to Company at least ten (10) days before the effective date of any amendment which in the reasonable opinion of Bank will materially alter the terms of this Agreement or any Service Agreement. Bank may change features, functions, and attributes of any Service from time to time. Bank will use commercially reasonable efforts to attempt to provide notice to Company regarding any material changes to a feature or function that may impact a Service. Company may not assign this Agreement, any Service Agreement, or any of its rights or duties hereunder or thereunder to any person or entity without Bank's prior written consent, and any attempted assignment shall be null and void.

24. **Notices.** Except as otherwise provided herein, all notices required or permitted to be given hereunder shall be effective when received if hand delivered, or when delivered to a nationally recognized overnight courier, and addressed to the respective parties at the addresses set forth below the respective signature lines contained herein, or to such other address as either party shall have specified in writing to the other.

a. **Email Notifications.** Some Services provided by Bank may have the option to provide additional Service specific notifications via email. It is Company's responsibility to maintain up-to-date email address(es) for each Service. Bank shall have no responsibility to respond to an email returned to Bank for any reason (e.g. returned as non-deliverable) nor shall Bank have any liability for its failure to respond. Email notifications are intended to provide more timely notifications, but are provided as a courtesy and are not intended and should not be used for, or relied on, as a substitute for accessing Services. Email notifications may be sent encrypted or unencrypted depending on the type of information. Unless required otherwise by law, you acknowledge that Bank is under no obligation to respond in any way to the event which triggered an email notification. Delivery of email notifications cannot be guaranteed due to potential external factors that Bank may not be able to control. Company understands and agrees that its receipt of email notifications may be delayed or prevented by factors affecting Company's internet service provider(s), phone operator(s), and other such relevant entities. All matters concerning Company's internet service provider(s), phone operator(s), and any other relevant entity are solely between Company and the internet service provider(s), phone operator(s), or any other relevant entity and Bank makes no representations or warranties whatsoever with regard to the products and services of Company's internet service provider(s), phone operator(s), or other relevant entity. **Bank explicitly disclaims any guarantee of the delivery of email notifications and shall have no liability so long as Bank can demonstrate that it initiated the sending of the email notification at issue to the email address(es) provided to Bank. Bank and its affiliates shall not be liable for any losses, damages, expenses, claims, or the like arising from: (a) non-delivery, delayed delivery, or misdelivery of an**

email notification or an email notification returned to us as undeliverable; (b) inaccurate or erroneous content in an email notification; (c) Company's use or reliance on an email notification in general or its content for any reason, including for any actions taken or not taken by Company or any third party in reliance on a successfully or unsuccessfully delivered email notification.

25. **Binding Agreement; Benefit.** The Documents shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, permitted successors and permitted assigns. Except as agreed to in writing by the parties, this Agreement as well as any applicable Documents shall not be deemed to be entered into for the benefit of any other person or entity shall have any right against Bank or Company hereunder or thereunder.

26. **Electronic Records.** Company agrees that all paper Documents and records related to the Services with which this Agreement is a part and whether or not the paper records were submitted in advance of, contemporaneously with or subsequent to, the execution of this Agreement may, at the option of Bank, be converted by any digital or electronic method or process to an electronic record or subsequently further converted or migrated to another electronic record format or electronic storage medium (an "Electronic Document"). Company further agrees that upon conversion to an Electronic Document as authorized herein, such Electronic Document shall be the record of the transaction and the electronic record shall have the same legal force and effect as the paper Documents from which it was converted. Company waives any legal requirement that any Documents digitally or electronically converted be embodied, stored, or reproduced in a tangible media. In addition, Company authorizes and agrees to destruction of the paper Documents by Bank upon conversion of the paper documents to a digital or electronic record. The term Electronic Document, as used in this provision, shall include any Document originally presented to Bank in an electronic file format accompanied by an Electronic Signature. The parties agree that an Electronic Document, whether printed or in a digitally reproduced format, shall have the same force and effect as if the Document were in a tangible format and bore the signing party's non-electronic handwritten signature. Company agrees that the electronic version of either, as applicable, (i) the original paper document or (ii) the Electronic Document that is retained or produced by Bank shall be deemed to be the sole original copy, and unoriginal copies of which shall be made available to Company upon request.

27. **Additional Warranties.**

a. Company agrees and warrants that it will use the Services, exercise its rights, and perform its obligations under this Agreement in accordance with all applicable laws and regulations.

b. Company shall take commercially reasonable measures to prevent the introduction into Bank's systems, hardware, software or databases any code, virus, worm, Trojan horse, Easter eggs, or other mechanism to disable, adversely affect, harm or grant access or use not permitted by Bank to any systems, hardware, software or databases of Bank or its subcontractors.

c. All payment instructions and information provided to Bank are authorized by Company and accurate.

d. Sufficient available funds will be kept in Company's accounts to process payment instructions.

e. All accounts on which checks or payment methods are drawn are owned by Company.

Controlled Disbursement Terms and Conditions

1. Authorization. If Company uses the Controlled Disbursement Service, Company authorizes Bank to transfer available funds every banking day from the designated Funding Account to the designated Controlled Disbursement Accounts as required to pay checks presented against the designated Controlled Disbursement Accounts at the Disbursing Bank. Company understands that any provisional credit given by Bank may be reversed in the event that sufficient available funds are not on Deposit in the Funding Account on the day checks are presented for payment.

Returned Items Processing Terms and Conditions

1. If Company and Bank agree to alternative returned items processing instructions, the following additional terms and conditions will apply. Unless otherwise defined herein, terms used in this section shall have the definitions given to them in the applicable Service Manual.
2. Company hereby instructs Bank to act in accordance with the directions agreed to in the product set-up confirmation concerning the handling of returned deposited items (items originally deposited into the account which have been returned through the normal banking channels, unpaid or dishonored by payee bank [e.g., stop payment, insufficient funds, lack of endorsement, etc.]).
3. Company agrees that Bank shall not be required to act under any instruction which in Bank's opinion is not in compliance with Regulation J of the Board of Governors of the Federal Reserve System, or any operation letters issued by the Federal Reserve Bank.
4. Company agrees that should any conflicting instructions or directions, or any adverse claim with respect to any item be made, or should Bank be served with or have notice of any legal process affecting, or which in the opinion of Bank purports to affect such item, Bank may act or refuse to take any action in its sole discretion.
5. The instructions agreed to during product set-up shall remain in full force and effect until amended or revoked by a duly authorized officer of Bank or an authorized signer listed on Company's corporate resolution.

Remote Cash Deposit Services Terms and Conditions

1. If Company uses Remote Cash Deposit Services, the following additional terms and conditions apply. Unless otherwise defined herein, terms used in the applicable Service Manual shall have the definitions given to them in the.

2. For the protection of the interests of Bank, Company and Company's customers, it is critical for Company to implement and document proper internal security procedures preventing the potential misuse of, or unauthorized access to the equipment used for the Remote Cash Deposit Service. Controls concerning separation of responsibilities, training users of the Remote Cash Deposit Service, and protection of passwords are all function that need to be understood and implemented by Company prior to the use of the Remote Cash Deposit Service. Company shall implement reasonable training and controls regarding use of the equipment by Company representatives.

3. Company acknowledges the armored carrier is subject to the approval of Bank. Company acknowledges that it has executed a contract with the armored carrier to utilize the Remote Cash Deposit Services. Company understands and agrees that Bank will conclusively rely on the information transmitted from the armored carrier and received by Bank. Posting of Company's deposits are in the form of provisional credit and subject to verification. Should there be a need for a deposit adjustment due to a discrepancy between the amount of cash that is verified and the provisional credit amount, adjustments will be made immediately upon receipt of such information at the sole discretion of Bank. Bank will account for adjustments as they occur and they will not be linked to a specific provisional credit or date. It is Company's responsibility to file a claim with the armored carrier to resolve any disputes relating to any adjustments. If, as a result of an adjustment, Company's account becomes overdrawn, Company will be responsible for any overdraft fees and any other charges incurred.

Lockbox Service Terms and Conditions

1. If Company uses Lockbox Service, Bank hereby grants to Company a license to use the "Commerce Bank Image Lockbox CD Viewer" software for all of Company's lockboxes requested in accordance with the terms and conditions contained in the Software License Agreement included with the software product/program. Unless otherwise defined herein, terms used in this section shall have the definitions given to them in the applicable Service Manual.

2. **DISCLAIMER OF WARRANTIES (Applicable if image delivery via CD is selected). IN THE SOFTWARE LICENSE AGREEMENT REFERENCED ABOVE, EXCEPT AS OTHERWISE PROVIDED, BANK DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL IMPLIED, WITH RESPECT TO THE COMMERCE BANK IMAGE WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE COMMERCE BANK IMAGE LOCKBOX CD DELIVERY SERVICE, COMPANY'S DIRECT ACCESS THERETO AND THE COMPONENTS, SOFTWARE, SYSTEMS, SPECIFICATIONS, PROGRAMS, DOCUMENTATION, MANUALS AND ACCESSORIES USED IN CONJUNCTION THEREWITH.**

3. Bank will not be liable for the loss, injury, or destruction of any cash, items, documentation, or other writings in transit or in the possession of others or for any damages associated with any of the aforementioned items.

4. **Paper Retention.** If the Company uses Bank's Paper Retention service as stated herein ("Paper Retention Service"). Bank will retain Company's processed remittances and/or invoices and/or correspondence for ten (10) business days after processing. Thereafter, Bank will shred or destroy each processed invoice or remittance. Company shall be responsible for reconciling its Wholesale Lockbox Account within ten (10) business days from the date Bank processes each remittance and/or invoice.

SmartPay Terms and Conditions

1. **SmartPay Service.** If Company uses the SmartPay Service, the following additional terms will apply. With the SmartPay Service, Bank shall provide Select Payment ACH Origination and related ACH Services (collectively "SmartPay Service") as selected by Company. Company shall utilize and access the selected SmartPay Services in accordance with the practices and procedures established by Bank. Unless otherwise defined herein, terms used in this section shall have the definitions given to them in the applicable Service Manual.

2. **Security Procedures.** SmartPay Service security will be accomplished through a User Name, and Company Name and associated password.

a. Company agrees to take appropriate actions with regard to proper use, security, maintenance and disposition of User Name and associated password information used to access the SmartPay Service.

b. Company agrees to notify Bank immediately if SmartPay Service security is compromised in any way.

3. **Transaction Data.** If required by applicable law, Company shall obtain consent from its customers for any use of Transaction Data (defined as "any information and/or data pertaining to a transaction, including without limitation any image of a check or other paper document and any information or data set out on such image, which is transmitted to the system utilized by Bank to provide the SmartPay Service"). Company is responsible for determining the legality of its use of Transaction Data and adhering to any local, state or federal laws pertaining to its use of Transaction Data or information derived from Transaction Data.

Wire Transfer Terms and Conditions

1. If Company uses the Wire Transfer Service, the following additional terms and conditions will apply. Unless otherwise defined herein, terms used in this section

shall have the definitions given to them in the applicable Service Manual.

2. **Outgoing Wire Transfers.** Company is responsible for giving Bank complete and accurate routing instructions, including the account number of the beneficiary and the routing number of the beneficiary's bank. Company must also provide the full address of the beneficiary and the beneficiary's bank, including the country if an international wire transfer.

3. **Incoming Wire Transfers.** If Bank or any intermediary bank receives a wire transfer instruction that contains an account number for beneficiary or a number identifying the beneficiary's bank that is inconsistent with the named beneficiary or the named beneficiary's bank, Bank may make the payment in accordance with the number and Company shall be responsible for the full amount of the wire transfer. Bank has no obligation to detect any such inconsistency.

4. **Cancellation of a Wire Transfer.** If a wire transfer payment instruction has not been transmitted to the Federal Reserve by Bank, Company may be able to cancel the wire transfer. Bank is not obligated to cancel any wire transfer instruction, but Bank will use reasonable efforts to act on an instruction to cancel a wire transfer instruction. **Company has made. Bank will not be liable to Company if the wire transfer instruction is not cancelled.**

5. **Rejection of a Wire Transfer.** Bank may decline to execute a wire transfer instruction due to lack of complete information, the transfer would exceed Company's available funds, not following security procedures, or for any other valid reason, in Bank's sole discretion. Bank will attempt to notify Company by the execution date of any wire transfer instruction that is not executed, however, **Bank shall have no liability to Company if Company is not notified of non-execution of a wire transfer instruction.**

6. **Wire Transfer Overdrafts.** Bank shall have no obligation to execute wire transfer instructions if the balance of available funds on deposit in the account to which such instructions relate is not sufficient to cover the wire transfer. Company shall be liable, and shall upon demand promptly reimburse Bank for any amount transferred in excess of the available balance in the Company account, together with interest from the date of transfer at the per annum rate from time to time publicly announced by Bank as its prime rate plus three percent (3%).

Remote Deposit Service Terms and Conditions

1. If Company uses Remote Deposit Service, the following additional terms and conditions will apply. Unless otherwise defined herein, terms used in the applicable Service Manual. In this section shall have the definitions given to them in the applicable Service Manual.

2. Company warrants to Bank that (1) any image Company transmits to the system utilized by Bank to provide the Remote Deposit Service is

an accurate image of the front and back of the original check, without alteration; (2) any information Company transmits to Bank pursuant to the Remote Deposit Service accurately represents all the information on the front and back of the original check as of the time the original check was truncated; (3) Company will take no action that will result in more than one depository bank, drawee, drawer or indorser receiving presentment or return of, or otherwise being charged for, the substitute check, original check, or a paper or electronic representation of the substitute check or original check such that that entity will be asked to make a payment based upon a check that it already has paid, and (4) Company will use the Remote Deposit Service only for business purposes.

3. Company shall destroy all original checks deposited with the Remote Deposit Service within a commercially reasonable period of time, which in any event shall be no later than sixty (60) days from Company's receipt of the account statement indicating deposit of the check in question.

4. Company shall implement reasonable measures to ensure that unauthorized persons are not able to:

(1) utilize Company's Remote Deposit Service-related scanner(s) or mobile devices; or

(2) access original checks that have been deposited via the Remote Deposit Service.

5. **Required Hardware.** In the event Company utilizes a device (e.g., a scanner or mobile device) to create and transmit check images that is not provided by Bank ("Non-Commerce Device"), said device must be approved by Bank and Company shall be responsible for updating any such device to ensure continued compatibility with the system utilized by Bank to provide the Remote Deposit Service. Bank acknowledges and agrees, unless otherwise agreed to by the parties in writing; users of a Non-Commerce Device shall not receive support services. Company acknowledges and agrees that performance standards may be compromised in the event of the use by Company of a Non-Commerce Device.

6. **Transaction Data.** Company shall, if required by applicable law, obtain consent from its customers for any use of Transaction Data (defined as "any information and/or data pertaining to a transaction, including without limitation any image of a check or other paper document and any information or data set out on such image, which is transmitted to the system utilized by Bank to provide the Remote Deposit Service.") Company is responsible for determining the legality of its use of Transaction Data and adhering to any local, state or federal laws pertaining to its use of Transaction Data. Company shall take commercially reasonable steps to ensure the confidentiality of Transaction Data transmitted to the system utilized by Bank to provide the Remote Deposit Service and stored on its computer systems.

7. **Performance.** Performance of the Remote Deposit Service may be affected by external factors such as, without limitation, communication networks latency. It is Company's responsibility to ensure that the software/application provided by Bank to facilitate the Remote Deposit Service continues to retry transmission of the Transaction Data until an "accepted" notification is received or the software/application receives a report of failure in successfully transmitting the Transaction Data.
8. **Audit.** Bank shall have the right to reasonably audit and inspect Company's documentation and Remote Deposit Service related operations in a manner that will permit Bank to verify Company's compliance with required security measures described herein. Upon request from Bank, if not yet destroyed as required by this Agreement, Company shall provide original checks deposited via the Remote Deposit Service to Bank.
9. **Funds Availability.** Bank may limit funds availability on checks deposited via the Remote Deposit Service in any manner allowed by applicable law or deposit agreement if the original check had been deposited with Bank.
10. **Applicability of the UCC.** Any electronic or digital image of a check transmitted to Bank for deposit via the Remote Deposit Service, and any substitute check made from that image, shall be considered an "item" subject to the rules of Article 4 or the Uniform Commercial Code.
11. **Indemnity.** In addition to the indemnification obligations provided in Section 11 of the general terms and conditions of this Agreement, Company shall indemnify and hold the Bank harmless from any and all Losses arising from any encoding, transfer, presentment and/or other warranties Bank makes under applicable law related to an item deposited through the Remote Deposit Service, including without limitation those under the UCC, Regulation CC and the rules of any image exchange network.

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CollectPay Online Terms and Conditions

1. **Service.** If Company enrolls and uses the CollectPay Online Service, the following additional terms and conditions apply. Unless otherwise defined herein, terms used in this section shall have the definitions given to them in the applicable Service Manual.

2. **Other Required Relationships and/or Documents/Debit Network Rules.**

- a. **Services Involving ACH.** Any portion of the CollectPay Online Services that utilize the Automated Clearing House ("ACH") payment system feature(s) will be governed by the Automated Clearing House Services Terms and Conditions in this Agreement, which governs Bank's entry of ACH transactions into the ACH network on Company's behalf.

- b. **Services Involving PIN-less ATM/Debit Transactions.** Any portion of the CollectPay Online Services that involve the processing of credit cards or debit cards (other

Treasury

than PIN-less ATM/debit transactions) is dependent upon Company establishing a relationship with a card processor(s) ("CC Processor"), in which Company and the CC Processor agree on, among other issues, fees, processing windows, returns, and chargebacks and Company agrees to conform to certain specifications set forth by the CC Processor. If Company chooses Bank as your CC Processor, that relationship will be governed by Bank's Merchant Services Agreement.

c. **Services Involving PIN-less ATM/Debit Transactions.** PIN-less ATM/debit transactions shall be processed through the debit network (the "Debit Network") administered by NYCE Corporation, PULSE EFT Association, Inc., and/or Star Networks, Inc. (the "Network Administrators"). Company acknowledges that Bank is sponsored into the Debit Network by Bay Bank, FSB, and that Company may be required to complete applications or other forms prior to being sponsored into the Debit Network. Company also acknowledges that the functionality provided by the Debit Network is governed by the rules of the appropriate Debit Network, as amended from time to time, (the "Rules") over which Bank has no control. In accordance thereof, Company agrees to follow the terms of the Rules, including but not limited to penalties for violations and the termination provisions listed in the Rules.

3. Term. Subject to Bank's termination rights contained in Section 15 of the General Terms and Conditions of this Agreement, the initial term of the CollectPay Online Service Agreement shall be twenty-four (24) months after the Go-Live Date (defined below) tied to the specific service(s) the Company elects and/or is applicable to Company, which as follows:

a. **Collect Pay Online and Image Presentment:** Twenty-four (24) month initial term from the Go-Live Date. However, if user acceptance testing ("UAT") is successful for Collect Pay Online, but not Image Presentment, the initial term shall be effective for twenty-four (24) months after the Go-Live Date for Collect Pay Online ;

b. **Collect Pay Online only:** Twenty-four (24) month initial term from the Go-Live date; or

c. **Addition of Image Presentment to existing Collect Pay Online Service:** Twenty-four (24) month term from the Go-Live Date of Presentment. This month also the Pay which Collect Image Presentment. twenty-four (24) term will apply to existing Collect Pay Online Service, in which results in Pay

Online concurrent Service and Image Presentment having the same and term under this Agreement.

d. **Renewal Term:** The Service(s) shall automatically renew for successive twelve (12) month terms, unless and until terminated after the initial term in accordance with this Agreement. Upon termination, Bank has the right, but not the obligation, in its sole discretion to assign its interests (or portions thereof) in the * rights and CollectPay Online Service to its third party vendor.

4. UAT and Go-Live Date: Upon completion by Company of the Service Request Form and setup of the Services, Company shall have 60 days to perform the UAT. The **Go-Live Date** for the respective Services shall be the first occurrence of: (1) Company utilizing the Services; or (2) the UAT form, provided by Bank to Company, is completed by Company. If during the UAT, the respective Service selected by Company fails to meet its specifications and is not able to be successfully implemented, Company shall notify Bank in writing, and Bank (or its service providers) shall have 20 days thereafter within which to correct, modify or improve said Service(s), and Company shall thereafter have an additional ten (10) business days to re-conduct the UAT. Failure of the Service to meet the acceptance specifications upon the second Company test, shall, at Company's option, be deemed a failure by Bank to deliver the Service and Company shall have the right to terminate this Service subject to the termination fee (as set forth herein) -- with respect to only the specific Service(s) that were not successfully setup/installed. This provision shall also be subject to the termination rights contained in Section 15 of the General Terms and Conditions of this Agreement.

5. Maintenance Fees before Go-Live Date and Fees Generally.

a. Sixty (60) days after Company's completion of the Service Request Form and initial setup of the applicable Service by the Bank, if the Go-Live Date has not been accomplished, Bank will commence charging Company monthly maintenance fees.

b. Excluding the fees stated in Section 5(a), or for those Services already existing between Bank and Company; upon the Go-Live Date, any monthly minimum service fees, plus all other fees and charges applicable to the new Service shall be deemed a change order and will be charged at the then current rates.

6. Termination Fees.

a. **Unsuccessful UAT Termination:** If this Service is terminated due to an unsuccessful UAT, Company agrees to pay Bank Five Hundred Dollars (\$500) within thirty (30) days from termination in consideration of the expense, and setup costs incurred or expended by Bank.

b. **After Go-Live Date Termination of Service Fee:** If any Service is terminated after the Go-Live Date other than due to a breach of service provider, and the failure of Bank to cure such breach within thirty (30) days of written notice thereof, Company's termination of this Agreement of Bank to terminate the Service shall be effective as of the date of termination.

fee shall be determined by multiplying (i) the highest monthly fee amount for the terminated Service(s) during the preceding twelve (12) months by (ii) the number of months that remain in the then-current Term. Company agrees this termination fee shall be paid to Bank within thirty (30) days from termination.

7. In addition to the general warranties in this Agreement, throughout the term of the CollectPay Online Services, Company represents and warrants that:

a. Company shall obtain (before accepting payment from any customers or third parties ("End Users")) the proper legal right and authority in compliance with all applicable laws, rules, and regulations, including all rules and regulations of any third party processor, clearinghouse, or

of the CollectPay Online Services (for purposes of the provision or use of the CollectPay Online Services "Applicable Laws") to permit Bank or its third party service provider to take the actions with respect to any End Users' bank or other

accounts or card products required to perform the Collect Pay Online Services.

b. Bank and any of its third party service providers may, in good faith, rely and act upon any information received from

Company with or its End Users in connection with the CollectPay Online Services.

c. Company has not relied upon Bank for advice regarding compliance with any Applicable Laws related to the Services, including but not limited to consumer authorizations or legal terms and conditions, and that it has and will independently verify its compliance with such Applicable Laws in connection with such use.

d. Company acknowledges its responsibilities to (i) keep proper records and documents to confirm the authenticity and receipt of instructions from End Users in the event of an investigation or audit of Bank or its third party service provider by a third party, (ii) provide End Users with

the CollectPay Online Services, and (iii) cooperate with Bank to develop any required resolution procedures.

e. Company shall cooperate with Bank to investigate and resolve any claim or allegation that Company has breached its warranty herein.

8. Company shall not, without the prior written consent of Bank (which may be withheld in its sole discretion), resell or sublicense the

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Online Services are available for use only by Company and End Users

States (and its territories). Under no circumstances may Company use the CollectPay Online Services to debit (and its territories). However, if Company has a Merchant Services Agreement in place with Bank, Bank may debit the credit cards of Company's End Users who reside outside the United States and its territories.

9. Company acknowledges and agrees that all transactions, whether ACH or card payments, which it originates, must comply with the laws of the United States, including, without limitation, regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control and/or Financial Crimes Enforcement Network. Company acknowledges that Bank shall have the right to perform periodic reviews, inspections and audits of Company's operations, books and records to verify Company's compliance with this Agreement and use of the CollectPay Online Service (or Bank); applicable laws and regulations with any NACHA Rules; and Bank may terminate or suspend the Agreement, the CollectPay Online Service, or both, with or without notice, in the event Company fails to comply with this Agreement and applicable laws and regulations or any NACHA Rules.

Automated Clearing House Terms and Conditions

1. If Company uses the Automated Clearing House ("ACH") Service, the following additional terms and conditions will apply. Unless otherwise defined herein, terms used in this section shall have the definitions given to them in the applicable Service Manual.
2. **Company Internet Security Procedures (WEB).** If Company originates Internet-Initiated (WEB) entries, Company will establish a secure Internet session with each Receiver utilizing a commercially reasonable security technology providing a level of security that, at a minimum, is equivalent to 128-bit encryption information, including but not limited to, the Receiver's key entry of any banking routing number, account number, and PIN number or the Receiver's financial institution symbol or other identification

Company shall conduct an annual WEB audit to ensure that the financial information it obtains from Receivers is protected by security practices and procedures that include, at a minimum, adequate levels of (1) physical security to protect against theft,

tampering, or damage, (2) personnel and access controls to protect against unauthorized access and use, and (3) network security to ensure secure capture, storage, and distribution. **Company shall provide to executed copy of its Annual NACHA Website Security Audit Certification Letter Bank an executed copy of the current calendar year. Bank reserves the right to obtain a copy of Company's annual audit.**

If at any time the Company's website is breached and customer information is compromised or potentially compromised, Company will notify Bank concerning all the details of the breach by calling Commercial Customer Support at (800) 207-0886, with all supporting documentation provided to Bank as appropriate, as soon as reasonably possible after the knowledge of the breach. Details of the breach include: approximate cause(s) of breach incident, approximate date of breach incident, number of customers affected, information compromised (including names, addresses, social security numbers, bank account information, etc), what steps have been taken to stop the breach and future breaches, and any other information deemed relevant concerning the breach.

3. Compliance with Laws. Company acknowledges and agrees that ACH entries, which it originates, must comply with the laws of the United States, including, without limitation, regulations administered by the U. S. Treasury Department's Office of Foreign Assets Control and/or Financial Crimes Enforcement Network. In addition, Company acknowledges and agrees that it will be solely responsible (either directly or by way of indemnification in relation to any responsibilities of Company as Originator assumed by Commerce Bank as the Originating Depository Financial Institution) for compliance with any applicable Foreign Payment System Rules (i.e., the laws and payment system rules of the receiving country in effect from time to time). Additionally, the operating procedures outlined within the ACH Service Manual are in accordance with the National Automated Clearing House Association (NACHA) Rules and other applicable laws as amended from time to time; Company acknowledges and agrees to be bound by the NACHA Rules and laws. NACHA Rules are updated annually and are available for purchase from EPCOR at www.epcor.org (<http://www.epcor.org/>) or by calling (800) 500-0100. The NACHA Rules may also be purchased through NACHA's Web site at www.nacha.org. Company acknowledges and audits of Company's operations, books and records to perform periodic reviews, inspections with applicable laws and regulations, or any NACHA Rules and that Bank may terminate or suspend the Agreement or the ACH Service, with or without notice, in the event Company fails to comply with this Agreement and/or applicable laws and regulations or any NACHA Rules or if Company fails to provide Bank an executed copy of the Annual NACHA Website Security Audit Certification Letter as set forth in Section 4 above.

Automated Clearing House Pre-Funding Terms and Conditions

1. If Company uses or Bank, at its sole discretion, requires Company to use the Automated Clearing House ("ACH") Pre-Funding Service, the following additional terms and conditions will apply. Unless otherwise defined herein, terms used in this section shall have the definitions given to them in the applicable Service Manual.
2. Bank is under no obligation to release ACH files for which sufficient available funds are not on deposit in the settlement account (See ACH PreFunding Service Manual for additional details).

3. If sufficient funds are not on deposit in the settlement account, Company will be charged daily until sufficient funds are on deposit in the settlement account or the ACH file is deleted. ACH file deletion would occur two business days after the ACH file effective date.

4. Should it be sufficient available funds, Bank is under no obligation to release an ACH file against insufficient available funds, it is under no obligation to release subsequent ACH files for which sufficient funds are available.

5. Bank is under no obligation to contact Company in the event of insufficient funds. Should Bank contact Company in the event of insufficient funds, sufficient available funds should be deposited in the settlement account in the form of a cash deposit, account transfer, loan advance or wire transfer to cover the transaction.

6. If an ACH file is deleted for insufficient funds, Company will have to re-initiate the ACH file when sufficient funds are available or choose an alternate payment method.

7. Failure to comply with these conditions may result in termination of the ACH Pre-Funding Service or require credit approval in order to continue using the ACH Pre-Funding services.

Electronic Bill Collection Terms and Conditions

1. **Service.** If the Company uses Electronic Bill Collection Service, the following additional terms and conditions will apply.

Collection Service will be performed by Mastercard via its Remote Payment Service ("RPPS") and/or Presentment Service ("RPPS") and/or by Fiserv via its Electronic Payment Delivery service ("EPD"). Mastercard and Fiserv are hereinafter collectively referred to as "Electronic Bill Collectors."

The Electronic Bill Collectors accept consumer and business bill payments via retail online banking platforms and third-party payment processors and remits payments electronically to Company rather than by paper drafts or checks. This electronic payment process reduces mail time and paper payment processing costs. A credit entry is posted to Company's account at Bank for each payment received. Additionally, Company will receive an electronic payment file with remittance advice information so that Company can update Company's accounting system and records. The Electronic Bill Collection Service is provided by one or both Electronic Bill Collectors depending on the online banking platform or third party payment processor that is submitting payments.

2. **Accuracy of Billing Information.** Company represents and warrants that all billing information provided by it to

Bank, and in turn the Electronic Bill Collectors, is complete and accurate in all aspects, and such information fairly presents its customer's liability to the Company to which Treasury

the information relates. In the event Company's information is or may not be complete and accurate in all respects, it shall immediately notify Bank so that the Electronic Bill Collectors can correct the information and appropriately adjust any sums remitted in response thereto or reliance thereon.

3. Company Information Changes. Company agrees to notify and provide new information to Bank if Company's banking information or any other Company information relative to the service changes to ensure Bank's records remain current. Company must communicate to Bank any changes to the Biller Information Form at least sixty (60) days prior to implementation of such changes. If Company does not notify and provide updated Company information to Bank as provided for herein, Company shall be solely responsible for any errors, delays or disruptions to the service.

4. Acknowledgements/Authorizations. Company consents and authorizes Bank to share Company's banking information and other information, which will include without limitation, the authority of the Electronic Bill Collectors to

use such information in order to provide the Electronic Bill Collection Service to the Company. Company further represents and warrants that it has authorized Bank to: (a) provide Company banking data and any information needed to allow the Electronic Bill Collectors to perform the Electronic Bill Collection Service; (b) authorize the Electronic Bill Collectors to transmit Company's payments' funds electronically to Company and Company's payment remittance data to Bank under all terms hereunder; and (c) perform all actions necessary to enroll the Company in the service. Company acknowledges and agrees that (i) the Electronic Bill Collectors may share Company's information (including names and account numbers of Company's customers) with other entities providing the same or similar services and their customers as necessary to provide the Electronic Bill Collection Services hereunder (e.g. in order to complete as necessary a Company's customer payment) and as necessary to operate the Electronic Bill Collectors may use Company's customers' information in an aggregate form, anonymous to both Bank and Company, in order to improve RPPS or EPD services, respectively; (iii) the Electronic Bill Collectors must provide the Company's customers' account number and payment amount (at a minimum) to the biller and/or concentrator and, in order to facilitate debt management services for consumer cardholders who have enrolled in a debt management program sponsored by Mastercard, and Mastercard may be required to provide such information as well as other information regarding the Company's customer to other participants in the RPPS service; and (iv) the Electronic Bill Collectors may retain for its own internal purposes (or as necessary for use by other participants in the RPPS or EPD services associated with any particular record) any information related to transactions, records and payments processed through the RPPS or EPD services even if such information is Company's information.

5. Indemnification. In addition to Company's indemnification obligations in Section 11 of this Agreement, Company (i) shall defend, protect, indemnify and hold harmless Bank and Electronic Bill Collectors from and against any claims, liabilities, losses, damages, costs and expenses (including attorneys' fees) arising from Company's customers' erroneous or faulty data or instructions or from any action or inaction by Company's customers which results in Bank breaching any of its obligations to the Electronic Bill Collectors and (ii) agrees that the Electronic Bill Collection Service and Company's sole remedy for the Company related to the Electronic Bill Collector shall be termination of the Electronic Bill Collection Service.

6. **Biller Use of the Electronic Bill Collector's Product Names.** Company shall not use the Mastercard RPPS or Fiserv EPD name unless separately approved by Mastercard or Fiserv, as applicable.
7. **Termination of Transaction Acceptance.** In the event that Company wishes to terminate acceptance of transactions through the Electronic Bill Collection Service, Company must notify Bank, in writing, at least 90 days in advance of the intended effective date for such termination of Company's acceptance of transactions.
8. **Right of Termination.** Company acknowledges the right of the Electronic Bill Collectors to terminate or limit Company's participation in the Electronic Bill Collection Service through Bank or any other biller financial institutions.

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REMITCONNECT and **Integrated Receivables Terms** and **Conditions**

1. **Applicability.** If Company selects to use Bank's RemitConnect Service or Integrated Receivables Service, the terms of and conditions in this section shall apply in addition to the General Terms and Conditions in this Agreement. In the event of any conflict between the Agreement and this section, the terms used in this section shall have the control. Unless otherwise defined herein, terms used in the applicable Service Manual shall have the definitions given to them in the Manual.
2. **Transmission of Data.** Company shall be solely responsible for the transmission of any information, data, records or documents (collectively, "Data") necessary for Bank to perform the Service at Company's expense, and shall bear any risk of loss resulting from that transmission until Bank receives the transmission. **In the event Company chooses to transmit any information, data, records or documents via a third party agent, Company understands and acknowledges that it is bound and responsible for any act of such third party agent.** If Company directs Bank to disclose Data to a third party, Company shall provide Bank with written authorization to do so and bear any risk of liability associated with disclosure. In addition, Bank shall be held harmless from any claim resulting from the third party's use of that Data, and may, Bank's discretion, require the third party to enter into an agreement with Bank governing disclosure of that Data.
3. **Third Party Vendor.** Company acknowledges and agrees that Bank is providing Company with access to the Service, which is being provided by a third party vendor pursuant to an agreement between the third party vendor and Bank. Company authorizes Bank to provide Company's Data to the above-described third party vendor, as well as its agents in order to provide the Service, test and prepare for disaster recovery, as well as provide replacement services in the event of a disaster, provided the third party vendor and its agents agree in writing to comply with the same confidentiality obligations that Bank undertakes with Company.

4. **RemitConnect Implementation Fee.** The implementation fee identified on the RemitConnect Fee Schedule charged by Bank shall be due, owing and non-refundable after on-site implementation meetings begin for the Service.

5. **Limitation of Liability.** NOTWITHSTANDING THE LIMITATIONS STATED IN SECTION 11 OF THE AGREEMENT AND EXCEPT BUSINESS ASSOCIATE AGREEMENT, BANK'S SOLE OBLIGATION IN THE EVENT OF BANK OR ITS AGENTS IN THE PERFORMANCE OR NEGLIGENCE OR ERROR BY BANK OR ITS DUTIES WITH RESPECT TO THE REMITCONNECT SERVICE, IF ANY, SHALL BE LIMITED TO REPROCESSING THE DATA FOR COMPANY. BANKS' ANY, SHALL BE LIMITED TO REPROCESSING OBLIGATION TO REPROCESS IS CONTINGENT UPON COMPANY NOTIFYING BANK WITHIN ONE (1) BUSINESS DAY FROM COMPANY'S DOWNLOAD OF DATA FROM THE PORTAL OR DELIVERY OF DATA FILE BY TRANSFER FROM BANK TO COMPANY.

ABC Company

Please Print Name

Please Print Name

By: _____
Signature of Bank Officer

By: _____
Signature

Date

Title

Date

Address for notice:

Title

Commerce Bank
Treasury Services, BB17-2
P.O. Box 419248
Kansas City, MO 64141-6248

Address for Notice:

Contact Name: _____

Phone Number: _____

Tax ID: _____

Commerce Bank

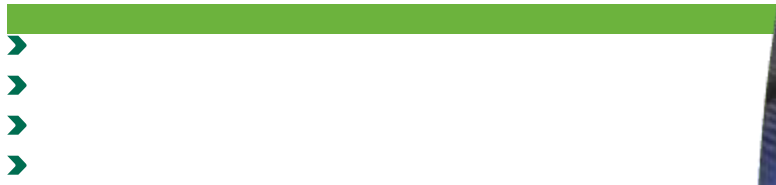
Access important Cash Flow information Online Anytime, Anywhere

Manage your business' balance sheet with
Commerce

Connections, a comprehensive, web-based cash
readily available whenever you need it.

This flexible system allows you to access and manage all
your company's daily disbursements and collections
online on a secure website. Commerce Connections
allows your company to maximize cash balances and
streamline transaction activity.

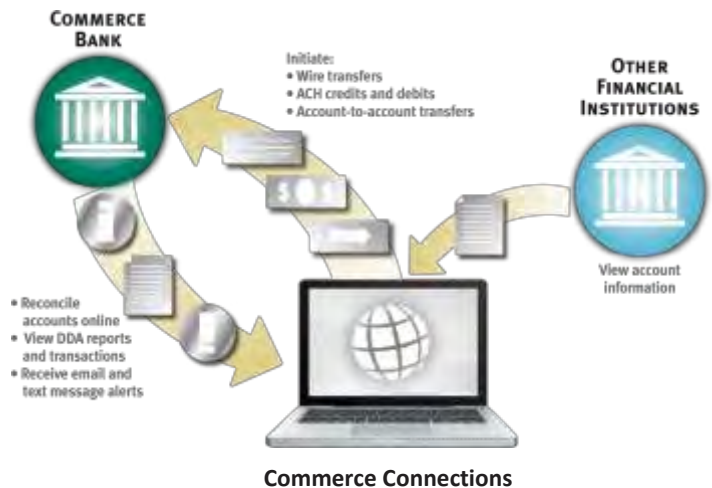
Maximize Cash Management With Commerce Connections



management system from Commerce Bank. Information is

- View balances and transactions easily to calculate cash position and make timely decisions
- Inquire about outstanding checks, enter stop payments, cancel stop payments, and view check images
- View and download customer statements
- Transfer funds between Commerce accounts
- Initiate ACH transactions to and from accounts at other banks
- Initiate wire transfers to accounts at other banks
- Review the details of received ACH items
- View exception items and check images in order to decision them
- View lockbox deposited items, including exceptions
- Manage foreign currency exchange and letters of credit
- Receive time-sensitive broadcast messages
- Take control by setting up access privileges and taking advantage of built in security measures

more information about finding the right products and services for your business, please contact your Commercial Banking Representative or email us at commercial.business@commercebank.com.



We ask, listen and solve.



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Learn More

We promise to **ask** questions to understand your business, **listen** to your objectives and opportunities, and **solve** with products and services to meet your goals. For

Cash Management System

You have a job to do. A question comes up – maybe it’s about lockbox or remote deposit. You quickly call customer service and what do you get? A recording? Prompts to push one, two or three?

Commerce Bank Commercial Customer Support



Not at Commerce Bank. With us you have a dedicated Commercial Customer Support Team. Real people answer your calls and your questions. We do it fast, we do it well, and we give you the statistics to prove it.

Why do we work so hard to do this better than our competitors? Simple. We know how important cash management is to your business. And we know you have a job

Customer satisfaction score: 5.94 (based on a 6.00 scale)

	Average Speed to Answer (seconds)	Average Time to Resolution (days)	Completed Same Day
1Q2017	14	1.18	94%
2Q2017	25	1.22	92%
3Q2017	20	1.14	92%
4Q2017	16	1.13	93%

Customer satisfaction score of 5.94 is taken from Bi-Annual Survey Q2 & Q4 2017

to do.

Here's what you can expect from your Customer Support Team:

- **Access.** You can reach your Commerce team by phone or email from 7 a.m. to 7 p.m. Monday-Friday Central Time.
- **Speed.** If you email before 4 p.m., we will follow up before the end of the day. If your issue is unresolved, we will provide status updates.

➤ **Quality.** The team member answering your call receives ongoing training that is double the industry standard. All team members have direct access to all Cash Management systems so they can see what you see in your account. And three members of the Commerce team are Accredited ACH Professionals, specially trained to help you with electronic payments.

➤ **Efficiency.** We use a case tracking system to ensure we – and you – always know what your issue is and where it stands. No more telling your story again and again.

To reach your
Commercial Customer Support Team:

800.207.0886

CommercialSupport@commercebank.com

M-F 7 a.m. to 7 p.m. Central Time



Commerce Bank[™]
Member FDIC

commercebank.com

Reduce Unauthorized Transactions with Fraud Prevention



losses due to increases in both cyber-attacks and more **Gain Protection from Unauthorized Transactions**

Businesses of all sizes are vulnerable to significant monetary traditional forms of payment fraud. Commerce Bank offers a variety of fraud prevention services and tools that work together to significantly reduce your exposure to fraud. Our tools can help detect and reduce exposure to many types of fraud, including unauthorized electronic transfers, counterfeit checks and forgeries.

Positive Pay

Positive Pay from Commerce reduces the risk of paper check fraud. With this service, you submit electronic files detailing the checks your business issues. As each check is presented, our system electronically compares it to the information in your file. Any discrepancies are flagged and reported through a special email alert on Commerce Connections, our comprehensive web-based cash management system. You then have the option to return the check or submit approval for payment.

Additional fraud prevention tools are available for managing your accounts:

- Premium Positive Pay
- Reverse Positive Pay
- Paper Debit Block

ACH Positive Pay

ACH Positive Pay safeguards against fraudulent activity by filtering or blocking unauthorized electronic transactions. Preauthorized transactions will automatically post to your account. You will be notified of any electronic item(s) that do not meet your filter criteria. You can then return them or conveniently authorize for future transactions.

Email Alerts

Positive Pay notifications from Commerce alert you to suspect check items. Learn immediately when unauthorized ACH transactions post to your company's accounts. You can also receive instant notifications on any wires to or from your account.

Learn More

We ask, listen and solve.



Commerce Bank
Member FDIC

We promise to **ask** questions to understand your business, **listen** to your objectives and opportunities, and **solve** with products and services to meet your goals. For more information about finding the right products and

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services for your business, please contact your Commercial Banking Representative or email us at commercial.business@commercebank.com.

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Manage acH Fraud and Transactions with acH risk Manager



Commerce Bank ACH Risk Manager provides your business with flexible, self-service tools that can help you avoid potential fraud associated with ACH transactions.

Electronic Payment Authorization
ACH Control Totals
Warehouse

Through Commerce Connections, your administrator can enroll multiple employees to receive actionable email notifications when a payment is received. Use ACH Risk Manager to safeguard against fraudulent ACH transactions, to search your business' originated or received ACH activity, and submit ACH file control totals to Commerce for verification of your originated ACH file(s). **electronic Payment authorization (ePa)**

The EPA function within ACH Risk Manager is specifically designed to stop unauthorized ACH transactions from posting to your account(s). As electronic payments have become more prevalent, it's imperative to protect your account(s) from fraudulent activity. ACH Risk Manager is a proactive solution to protecting your account(s).

Fraud can harm your business and render you helpless if you don't find out about fraudulent activities until your monthly statement arrives. Commerce Bank's ACH Risk Manager proactively monitors ACH activity posting to your account on a daily basis and gives you control of your receivable and disbursement processes.

- Protect your account before ACH transaction activity posts
- Monitor both debit and credit ACH transactions
- Assign user-specific permissions for access and functionality levels

acH control Totals

Submit ACH control totals or search the status of previously entered control totals through ACH Risk Manager. Additionally, you can modify and delete pending control totals.

Warehouse

ACH Risk Manager includes a warehouse feature that offers the option to research and view ACH transactions online. This search functionality provides you with an efficient and effective method of verifying the status of origination files and/or batches, and the ability to view ACH payments and any related addenda information. **email Notifications**

ACH Risk Manager offers the ability to receive actionable email notifications. The notifications alert you to ACH transaction(s) requiring a decision to pay or return. Additionally, for your originated ACH files, the notifications will inform you if your files are processed successfully by Commerce Bank.

Learn More

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Benefits Banking Checking

What is it?

Benefits Banking is a special employee banking benefit designed to help you save time and money by giving you preferred access to the best value in personal checking that Commerce Bank offers. Because everyone has different financial needs, Benefits Banking offers you three account options: Select, Plus and Premium. You choose the level that's right for you!

What's in it for me?

		Benefits Banking ¹		
		Select	Plus	Premium
BANKING	Interest Bearing		YES, at preferred rate	YES, at preferred rate
	Checks	FREE, first order single/wallet, style Commerce Globe checks	FREE, first order single/wallet, style Commerce Globe checks, plus free reorder printing ²	FREE, first order single/wallet, style Commerce Globe checks & 50% off select personal check styles
	Online Banking and Online Bill Pay ³	FREE	FREE, including via Quicken	FREE, including via Quicken
	Mobile Banking ⁴ and Alerts	FREE	FREE	FREE
	Cashier's Checks			FREE, 3 per year
	Stop Payments	FREE, 1 per year	FREE, 1 per year	FREE, 3 per year
	Account Archive CD-ROM	Available to purchase	Available to purchase	FREE, 1 per account
	Debit Card	FREE Visa [®] Debit Card	FREE Visa [®] Debit Card	FREE Platinum Visa [®] Debit Card
	Non-Commerce ATM Transactions ⁵		FREE, 3 per month (other banks' ATM fees may apply)	FREE, including other banks' ATM fees up to \$6 per month
	Overdraft Protection through Checking Plus or Overdraft Transfer	YES, available	YES, available	YES, available
BORROWING ⁶	Home Equity Lines of Credit		0.35% rate discount	0.5% rate discount
	Home Loans	\$500 toward closing costs ⁷	\$500 toward closing costs ⁷	\$500 toward closing costs ⁷
	Personal Loans and Fixed-Rate Home Equity Loans		0.35% rate discount	0.5% rate discount
	Personal Loan Refinance from another lender		Additional 0.25% discount (0.60% total) ⁶	Additional 0.25% discount (0.75% total) ⁶
	Personal Loan Origination Fees		Waived	Waived
SAVINGS	Preferred Money Market Account Deposit Rates ⁹		Yes, tiered	Yes, tiered
	Preferred Rates on Certificates of Deposit (CDs) ¹⁰			YES

	myRewards Savings and myRewards Money Market ¹¹	YES, available	YES, available	YES, available
BROKERAGE [†]	Financial Planning Consultation			FREE
	Broker-Assisted Equity Trades ¹²			YES, 30% discount
	Professionally Managed Accounts ¹³			YES, 15% discount ¹⁴
	Safe Deposit Box Discounts ¹⁵		FREE, small box or annual credit ¹⁶	FREE, small box or annual credit ¹⁶

What are the details?

Benefits Banking	Select	Plus	Premium
Minimum Deposit to Open	\$100	\$100	\$100
Minimum Balance to Avoid Service Charge ¹⁷	Any monthly direct deposit OR \$1,500 in combined checking, savings and money market balances	\$3,500 in deposit balances OR \$10,000 in combined deposit and loan balances ^{18,19}	\$15,000 combined deposit and loan balances OR a Commerce Mortgage OR \$100,000 in a Commerce brokerage account ^{18,19,20}
Monthly Service Charge (if requirements not met) ²¹	\$6	\$10	\$15
Monthly Paper Statement Fee	\$3 or \$4*	\$0	\$0

What else do I need to know?

- If you are already a Commerce customer, there may be additional benefits available to you by switching to a Benefits Banking account. You will **not** need to change your account number or order new checks; just contact Commerce to “upgrade” your account.
- Dedicated customer service line: 1.866.692.2653

How do I open an account?

- Come by a branch near you and visit with your Personal Banker
- Call 1.800.453.2265 and speak to one of our Customer Care Representatives

At Commerce, we promise to make everyday banking easier and to ask, listen and solve to help our customers with all of their financial needs. So when you’re looking for the best personal banking services in one great money-saving package, come to Commerce and we’ll help you find the Benefits Banking checking account that’s right for you. Stop by today for a financial check-up. We look forward to talking with you.

1. Benefits Banking is available to employees of participating companies. Commerce reserves the right to restrict or change these offers.
2. Plus-level customer will be charged only for shipping and handling on reorders.
3. One free Online Bill Pay account per household.
4. Your mobile carrier’s text messaging and web access charges may apply.
5. Transactions must be from Benefits Banking checking accounts. We will automatically refund the ATM fees of other banks located in the U.S., up to \$6 per calendar month on Benefits Banking Premium accounts only. All Commerce Bank ATM transactions are free.
6. Personal loan rate discount assumes automatic payment from your Commerce checking account. Mortgages and dealer loans are not eligible to receive personal loan discounts. Only one additional .25% discount available per loan, for refinancing of a non-Commerce loan or credit card. Loans and credit cards subject to credit approval. Insurance must be carried on property securing home equity loans. When choosing a Benefits Banking Plus or Premium checking account and a corresponding credit card, you automatically receive debit functionality and ATM access with your credit card product.

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7. Cannot be combined with any other offer. Applicable on new Home Purchase Loans and Refinances with closing dates of 7/31/16 or later.
8. Subject to credit approval. See Commerce Bank Rewards Terms and Conditions for full details.
9. On balances greater than \$10,000. Highest preferred rates on balances greater than \$50,000.
10. Preferred rate only valid on initial term of CD. You may request preferred rate on renewals.
11. Requires Benefits Banking Select, Plus or Premium checking account.
12. \$1,000 minimum investment required to establish a Commerce Brokerage Services, Inc. account.
13. Professionally managed accounts offered through Commerce Brokerage Services, Inc., Registered Investment Adviser.
14. 15% discount applies to the Fund Manager Account only. \$50,000 minimum required to open a Fund Manager Account.
15. Safe deposit box subject to availability.
16. Or equivalent annual credit toward purchase of a larger box.
17. The person listed first on the account must maintain the balances shown. Qualifying balances are determined by using the actual daily balance on the day prior to the checking account statement cycle.
18. Qualifying deposit balances include personal checking, savings, money market, CDs and retail IRAs. Business accounts do not qualify.
19. Qualifying loans include personal loans and home equity loans or lines of credit. Business loans do not qualify.
20. Qualifying brokerage balances include cash and securities that appear on the Commerce Brokerage statement. Brokerage services provided or reported through third parties are excluded. 21 Monthly service charge waived for first 60 days after new account opening. This 60 day grace period does not apply to existing or converted accounts.

* Must activate Online Banking & sign up for E-Statements to get free monthly E-Statements; \$1 per month fee for E-Statement with Images, \$3 per month fee for Paper Statements and \$4 per month for Paper Statements with Images. Fee waived for first 60 days after new account opening. This 60 day grace period does not apply to existing or converted accounts.

† Benefits provided by Commerce Brokerage Services, Inc., Member FINRA/SIPC, a wholly-owned subsidiary of Commerce Bank Investment Products: Not FDIC Insured— May Lose Value — No Bank Guarantee

Online Bill Payments Electronically

Electronic Bill Collection simplifies the paper check and list payments received from online bill payments to secure electronic funds and remittance advices.

- Links consumer bill payment providers, billers and financial institutions
- Makes the exchange of funds an electronic process
- Automates bill payment delivery and reduces errors

Receiving Electronic Transactions is Safer, Faster and Cost Effective

- Improve cash flow by reducing mail delivery time
- Improve timeliness and accuracy of posting through automation of accounts receivable data uploaded to your system
- Reduce paper remittance costs associated with processing consumer online bill payments

How Electronic Bill Collection Works

1. Commerce registers you as a biller with electronic bill payment consolidator
2. Consumers are billed according to existing billing processes
3. Consumers use online payment service to authorize financial institution to pay bills

Simplify Receivables with Electronic Bill Collection



Receive Consumer Initiated

4. Consumer's bill payment service electronically transmits billing and payment information to consolidator
5. Consolidator collects, validates and delivers consolidated consumer payments to Commerce
6. Commerce deposits funds and forwards payment data for posting to your accounting system

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Learn More

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We ask, listen and solve.



Give Your Customers More Payment Convenience with CollectPay Online®



Electronic Payment Processing that Meets Your Customer's Expectations

CollectPay Online® from Commerce Bank is an electronic payment solution that broadens your customer's payment options.

- Enable customers to make payments over the phone or online
- Accept payments by credit card, debit card or debit to a bank account
- Customized payment scheduling allows customers to decide when to pay
- Present bill summary information to customers online

Improve Your Customer's Bill Payment Experience While Maintaining Predictable Cash Flow

- Secure authentication through your website or through a fully hosted solution
-
-

transactions, enter payments on their behalf and Configurable features and branding options

Robust dashboard enables you to research customer

generate a variety of reports

- Real-time reporting enables you to respond to customer inquiries quickly and efficiently
- Manages your PCI compliance

Here's How it Works



Learn More

We promise to *ask* questions to understand your business, *listen* to your objectives and opportunities, and *solve* with products and services to meet your goals. For more information about finding the right

Prepaid Expense Card

More control over purchasing.
More freedom for your team.



products and services for your business, please contact your Commercial Banking Representative or email us at commercial.business@commercebank.com.

Give employees easy access to necessary expense funds.

The Commerce Prepaid Expense Card is a reloadable, prepaid Visa® card that allows employees to access funds as needed. Easily load and unload funds for complete spending control. You can even control where cardholders make purchases. It's perfect for per diem, petty cash, emergency expenditures and a wide range of other purchasing needs.

Empower your team to work more efficiently.

The Prepaid Expense Card simplifies the purchasing process for your employees. • Eliminate out-of-pocket expenses

- No waiting for company reimbursement
- Use anywhere Visa debit cards are accepted
- Online account access and text alerts¹ to
- track spending
- 24/7 customer support

Customize for your company's needs.

With the Prepaid Expense Card, you control each employee's spending.

- Limit cash access
- Limit where card can be used
- Set spending limits
- Monitor accounts online and review transactions

¹Standard text rates from your cell provider may apply. See your cell phone carrier for details.

- Set up automatic and timed reloads

Streamline your purchasing processes.

Eliminate paperwork and processing for your organization by incorporating the Prepaid Expense Card. • Eliminate the expense and risk of cash handling

- Control expenses
- Eliminate expense reports
- Simplify reconciliation and receipt handling
- Rest easy with Visa Zero Liability protection²
- Reduce hassle with no credit line

Put the card to work for your organization.

Implementation:

We'll gather information regarding your employees' expense management.

Training:

We'll train your program administrator on how to use the online tool to order and load Cards and set up Card reporting.

Issue:

Cards can be shipped to your business for distribution to employees or we can mail Cards to their homes anywhere in the U.S.³ Temporary Cards can be instantly issued by your program administrator for urgent needs.

Fund:

Instantly load and unload funds using a Commerce Bank line of credit or load funds through ACH from any bank.

Review:

Review transaction history and get usage reporting for



² Customer must notify Commerce Bank within 60 days of receiving the first statement with unauthorized activity. For specific restrictions, limitations and other details, please consult Commerce Bank.

³ Prepaid Expense Cards can only be issued to organizations and cardholders with U.S. addresses.

each Card in your program.