

**For Bank Use Only**  
TIN # (required):  
Account # (optional):  
Document Type: Treasury Services Agreement  
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Contact Name: Debbie Rivetts  
Phone: 206 343 6961  
Agreement Modified  Yes or  No

## **CASH MANAGEMENT SERVICES MASTER AGREEMENT**

### **KEYBANK NATIONAL ASSOCIATION (“Bank”)**

127 Public Square  
Cleveland, Ohio 44114

Client Name (“Client”): City of Littleton  
Client Street Address: 2255 West Berry Avenue  
City, State, ZIP: Littleton, Colorado

Bank, or any Bank Affiliate(s), as the case may be, agree to perform, and Client agrees to purchase, cash management Service(s), as defined below. Client understands and agrees that Bank, in providing Services to Client from time to time, is relying on Client’s representations, warranties and agreements herein, and all Services shall be and remain subject to this Master Agreement whether Services were purchased prior to the date hereof, on the date hereof, or after the date hereof. Client and Bank agree to the terms and conditions below.

### **1. Definitions.**

(a) "Bank" shall mean KeyBank National Association and any Bank Affiliate(s), which may, from time to time, provide Service(s) for the Client.

(b) "Bank Affiliate(s)" shall mean any direct or indirect subsidiary (other than the Bank) of KeyCorp and its successors.

(c) "Banking day" shall mean any day other than a Saturday, Sunday, or a day on which Bank is authorized or required to close according to applicable law.

(d) "Client" shall mean the entity identified above as "Client" and shall include all entities listed on Exhibit A attached hereto and made a part hereof.

(e) "Client Affiliate" shall mean any entity that is a subsidiary of, or is affiliated with, Client, as identified on Exhibit A attached hereto and made a part hereof.

(f) "Deposit Account Agreement" shall mean the Deposit Account Agreement and Funds Availability Policy and Deposit Account Fees and Disclosures as amended from time to time governing the Client’s deposit account with the Bank.

(g) "Internet" means the global, publicly accessible, network of interconnected computer networks that transmit data using the standard internet protocol.

(h) "Master Agreement" shall mean this Master Agreement, any Service Schedules and the Deposit Account Agreement.

(i) "MICR" shall mean magnetic ink character recognition.

(j) "Service(s)" shall mean any cash management services undertaken by the Bank for the Client, now or in

the future, including, without limitation, services with separate Service Schedules, and services without separate documentation.

(k) "Service Schedule(s)" shall mean a written agreement other than the Master Agreement, including without limitation service agreements or schedules by which Bank undertakes to provide Services to the Client, regardless of whether such Service Schedule is executed at the same time as this Master Agreement or at an earlier or later date.

**2. Account Documentation.** Client will execute and deliver to Bank such account documentation as Bank deems necessary. Bank will, in its sole discretion, determine the adequacy of such documentation, and may refuse to provide the Service(s) until such documentation is received by Bank. Client agrees promptly to notify Bank of any changes to any information presented in the account documentation.

**3. Client's Records and Media.** Prior to the implementation of the Service(s), Client agrees to provide to Bank all records and data processing media necessary to perform the Service(s). The records will be legible, correct, complete and in the format specified in the Service Schedule(s), service manual(s) and related schedules. Checks will be MICR encoded according to the Bank’s specifications. Bank will, in its sole discretion, determine the adequacy of the information and the format in which it is submitted, and may refuse to provide the Service(s) until such information and/or format is deemed satisfactory.

**4. Software Provided in Connection with Performance of Service(s).** All software, specifications, tapes or other media, programs and procedures owned by the Bank or its service providers and used in connection with the performance of the Service(s), will be and remain the sole property of the Bank and will not be modified or altered in any way or used for any other

purpose by the Client. The terms of all license and copyright notice requirements shall be complied with by the Client.

**5. Client Failure to Furnish Satisfactory Records and Media.** The Bank's performance under this Master Agreement is subject to the Bank's receiving timely, accurate and complete data for each Service, in form and on media specified by the Bank. If any of these requirements are not met by Client, the Bank shall: a) no longer be bound to any delivery schedule set forth in the Service Schedule(s), and b) be authorized to deliver as complete and finished whatever portion of the Service(s) that can be performed with the data available.

**6. Client's Duty to Inspect.** Client must inspect all Service(s) performed and notify the Bank within sixty (60) days after the material containing the error or of a report or statement reflecting the error is mailed or otherwise made available. Except to the extent required by law, failure to notify the Bank of errors within this time will relieve the Bank of any and all liability.

**7. Confidentiality.** Each party understands and acknowledges that the other party may gain access to software or documentation owned or licensed by, or to certain information, material or data of a confidential nature, including, without limitation, trade secrets relating to, such party or its businesses or operations ("Confidential Information" as defined below). Each party agrees to keep all such information, material, or data confidential. Each party acknowledges that the other party shall have the right to take all reasonable steps to protect its interest in keeping the foregoing confidential, including, but not limited to, injunctive relief and any other remedies that may be available at law or in equity.

"Confidential Information" means all information that is not generally known to the public and in which either party has rights, which information is marked confidential, restricted or proprietary by the party having rights in the same, or which under all the circumstances ought reasonably to be treated as confidential or proprietary. Notwithstanding the foregoing, Confidential Information does not include information that: (a) is, as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the receiving party; (b) was known to the receiving party as of the time of its disclosure and acquired in a lawful manner; (c) is independently developed by the receiving party without reference to the Confidential Information; (d) is subsequently learned from a third party (i.e., not Client, Bank or any of their respective employees or agents) not subject to an obligation of confidentiality with respect to the information disclosed; or (e) required to be disclosed in a judicial, regulatory or administrative proceeding or pursuant to the Colorado Open Records Act.

In the event Client knows or reasonably believes that there has been any unauthorized acquisition of or access to data that compromises the security, confidentiality, or integrity of "personal information" maintained by or for Client (a "Breach"), Client shall take the following actions: (i) immediately notify Bank of such Breach; (ii) identify to Bank what specific data, by customer and/or account number has or may have been Breached; (iii) monitor any affected accounts for any unusual activity (if appropriate); (iv) take measures to contain and control the incident to prevent further unauthorized access; (v) remedy the circumstances that permitted such Breach to occur; and (vi) cooperate with Bank as necessary to facilitate Bank's compliance with any applicable federal or state law regarding unauthorized access of customer personal information. For the purposes of this section, "personal information" shall include any one of the following: a person's name, social security number, telephone number, driver's license or state ID number,

account number, credit/debit card account number, access code, password, identification number, or security code.

**8. Limitation of Liability; Disclaimer of Warranties.** Except to the extent required by law, the Bank's duties and liabilities will be limited to those set forth herein. The Bank will exercise reasonable care in providing the Services. The Bank's liability shall be limited to actual damages sustained by Client and only to the extent such damages are a direct result of the Bank's gross negligence or willful misconduct. The liability of the Bank in all these instances shall not exceed the recovery of funds erroneously processed or not processed. The Bank shall not be liable for damages caused by any act or omission of any third party, or for any charges imposed by any third party. In no event shall either party be liable for special, incidental, punitive or consequential loss or damage of any kind including, but not limited to, lost profits (whether or not such party has been advised of the possibility of such loss or damage). Bank shall have no liability hereunder to any third party. The Bank shall be relieved of liability where the Bank performs any Service in accordance with any instruction or information provided by Client or Service Schedule(s), and the Bank may rely on the accuracy of any information set forth in the Service Schedule(s). Bank does not make any warranties, expressed or implied, with respect to the Service(s), Client's direct access thereto, or the software, components, systems, specifications, programs, documentation, manuals and accessories used in conjunction therewith.

BANK HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**9. Fees.** Client shall compensate the Bank for Service(s) in accordance with the Bank's fee schedule. The Bank may amend the fee schedule at any time and will give written notice to Client of changes in fees for Service(s) then used by Client. Bank may debit Client's account for payment of charges then due unless Client arranges for another payment procedure acceptable to Bank.

**10. Overdrafts; Set-off.** In the event any actions by Client should result in an overdraft in any of its accounts, Client is responsible for repaying the overdraft immediately, without notice or demand, together with interest thereon at a rate determined in accordance with Bank's fee schedule in effect from time to time. Bank has the right, in addition to all other rights and remedies available to it, to set off the unpaid balance of any amount owed it in connection with the Service(s) against any debt or deposit owing to the Client by the Bank or any Bank Affiliate, or property of Client in Bank's or Bank Affiliate's possession or control.

**11. Financial Condition and Credit Limits.** The Client agrees to provide financial statements (the quality of which to be defined by the Bank) for any time period requested by the Bank. The Client also authorizes the Bank to obtain credit reports on the Client at any time. In the event the Service(s) selected by Client result in unacceptable credit exposures to the Bank or affect the amount of capital required or expected to be maintained by the Bank or its parent under any law, regulation, guideline, or request from any central bank or governmental authority; or if the Client fails to provide the Bank with any credit, financial or other information the Bank may require from time to time, the Bank may, in its discretion, immediately cancel the Services contemplated herein, or limit Client's transaction volume or dollar amount.

**12. Security Procedures.** If the Service(s) are subject to security procedures, Client agrees that it shall be solely

responsible to assure that such security procedures are followed by Client, as they may be amended from time to time. If such procedures are violated, Client agrees to promptly notify Bank of any such violation or breach. Client acknowledges that it has reviewed all applicable security procedures, has selected its preferred security procedure where applicable, and has determined that such procedures are commercially reasonable. Client agrees that it will keep the security procedures strictly confidential and will take all steps to make sure neither Client nor any agent, employee, representative or any other affiliated party of Client reveals or provides access to any confidential information or security procedures to anyone other than Client's authorized users, and then only within Client's use of the Services for purposes of conducting transactions. Client shall be responsible for any unauthorized use or disclosure of any security procedures and all security procedure materials entrusted to it. Client agrees to regularly read the security messages on the Bank's websites (including without limitation KTT) and to implement and maintain safe and secure computing practices. Bank shall not be liable for any loss, damage, or liability which may arise from the unauthorized use of the security procedure.

**13. Third Party Provider.** Client agrees that Bank may arrange for some or all of the Services and/or software to be provided or performed by third party providers including Bank Affiliates (each a "Provider"). The use of a Provider to perform Services shall not relieve Bank of its obligations under this Agreement.

**14. Indemnification.** To the extent permitted by applicable law, the Client shall be responsible for any and all liabilities, losses, damages, costs, and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel) asserted by a third party relating to or arising out of this Master Agreement or any Service Schedule(s); provided, however, that Client shall not be responsible for any losses resulting from Bank's bad faith or willful misconduct as determined by a court of competent jurisdiction.

**15. Internet.** Certain of the Services or functionality of the Services may be provided through the Internet. Bank recommends that Client have appropriate security measures for Internet use, including, a proxy server and/or firewalls to control and protect Internet access. In no event will Bank have any liability in connection with and shall not be responsible for (a) inability to connect to or use any Service via the Internet or inability to communicate with Bank via the Internet or any website resulting from a problem with an Internet service provider or online service provider, failure of Client's systems or otherwise, (b) unknown hazards of Internet use, including, but not limited to interception of any information relating to Client or its transactions, or any application errors in or security breaches of any Internet browser, or (c) any data that is lost or destroyed in connection with the use of the Internet.

**16. Key Total Treasury.** Key Total Treasury is Bank's online banking system ("KTT"). After completion of the appropriate documentation, acceptance of applicable online agreements, and upon notice from Bank, Client may communicate instructions and other information, enter into transactions and access Services by accessing the Internet. Client acknowledges receipt of the security procedures for KTT and agrees that they are commercially reasonable for the instructions, transactions, communications and Services accessed by Client using KTT. Client agrees that it is responsible for each request, transaction, or other communication initiated using Client identifiers and security procedures issued by Bank to Client. Client covenants and agrees that Client may only use KTT to initiate funds transfers on its own behalf and in Client's own name. Client will not use

KTT to initiate funds transfers on behalf of Client's customers or other third parties.

**17. E-mail.** Client acknowledges that Bank may provide email notifications relating to Client's use of KTT or otherwise regarding the Services ("E-mail Notices"). Except as set forth in Section 30 regarding Electronic Records Disclosures below, Client agrees that Bank provides E-mail Notices as a courtesy only to Client and that it is Client's responsibility to access KTT in order to view transactions and information regarding activity in KTT and to monitor Client's Services and accounts hereunder. Client's receipt or lack of receipt of any E-mail Notice has no effect as to the transactions or information. Unencrypted e-mail is not secure. Client agrees not to rely on e-mail if Client needs to communicate with Bank immediately. Client should not use e-mail, or reply to any e-mail, to send Bank Client's confidential information. Bank will not take action based on Client's e-mail request until Bank actually receives Client's message and has a reasonable opportunity to act. Client agrees to update its e-mail address on Bank's records and to maintain at all times a valid and active e-mail address at an Internet service provider. Client waives any claim based on any erroneous or incomplete E-mail Notice, Client's failure to receive an E-mail Notice, or Bank's failure to send any E-mail Notice.

**18. Term.** Either party may terminate this Agreement or any Service Schedule at any time for any reason or no reason upon written notice to the other party, provided, however, unless otherwise stated in the notice, such termination shall not be effective until thirty (30) days after receipt of such notice by the receiving party. In the event of any termination, all fees incurred under this Agreement so terminated shall become immediately due and payable. All warranties of the Client made herein and obligations of Client that arose prior to termination shall survive the termination of this Agreement and the processing of any item, entry or payment order which may be applicable thereto, shall bind the successors and permitted assigns of the Client and shall inure to the benefit of Bank, its successors and assigns.

**19. Force Majeure.** The Bank shall bear no responsibility for non-performance of one or more Service(s) caused by an event beyond its reasonable control, such as: fire, casualty, breakdown in equipment or failure of telecommunications or data processing services, lockout, strike, unavoidable accident, act of God, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or an emergency that prevents the Bank from operating normally.

**20. Severability.** If any provision of this Master Agreement or any Service Schedule(s) shall be determined by a court of competent jurisdiction to be unenforceable, that provision shall be interpreted so as to achieve, as much as possible, the purposes intended by the original provision, and the remaining provisions of the Service Schedule(s) and this Master Agreement shall continue intact.

**21. Governing Law.** This Agreement and Service Schedule(s), and all deposit accounts ("Accounts") held at Bank shall be governed by the laws of the State of Colorado (without regard for conflict of law rules) and applicable federal law, but with respect to all fees and charges related to your Account(s) and the Services provided herein, federal law alone shall control.

**22. Complete Agreement.** The parties agree that the attached Service Schedule(s) and addenda and this Master Agreement constitute the complete and exclusive expression of the terms of this agreement between the parties regarding the Service(s) and the matters covered hereunder. To the extent

there is any conflict among this Agreement, the Service Schedules and addenda, or the Deposit Account Agreement, the terms of the attached Service Schedule and addenda shall control.

**23. Independent Contractor.** Client agrees that in performing the Service(s) hereunder, the Bank will be acting as an independent contractor and not as an employer, employee, partner, or agent of Client.

**24. Amendments.** The Bank may change, add or delete the terms of this Master Agreement and any Service Schedule(s) upon thirty (30) days prior notice to Client in writing or by electronic means. Client's continued use of or failure to terminate any Service after the effective date of the change will evidence Client's agreement to the change.

**25. Assignment.** This Master Agreement and Service Schedule(s) shall not be assigned or otherwise transferred by the Client without the prior written consent of the Bank.

**26. Authorization.** Client, and each of them if more than one, warrants and represents on the date hereof and on any date any Service is performed, that (i) Client is duly organized, validly existing, and in good standing in the jurisdiction in which it is organized; (ii) there are no provisions of any law, or any certificate of incorporation or by-laws, or any agreement of any kind, nature or description binding upon Client which prohibits Client from entering into or performing under this Master Agreement and Service Schedule(s); (iii) the execution and performance of this Master Agreement and Service Schedule(s) has been duly authorized; and (iv) this Master Agreement and Service Schedule(s) are binding obligations of Client.

(b) The undersigned warrants and represents as to Client, and each of them if more than one, that (i) the undersigned is an officer of Client duly authorized to act on behalf of Client ("Authorized Officer"); (ii) Client has taken all action required by its organizational documents to authorize the Authorized Officer to execute and deliver this Master Agreement and Service Schedules and to bind Client thereto; (iii) Authorized Officer is duly authorized to designate employees or agents of Client to act in the name of and on behalf of Client with regard to the Services; (iv) without limiting the generality of the foregoing, Authorized Officer is duly authorized to give Bank direction regarding the withdrawal, disbursement, or other transfer of funds by wire, computer, automated clearing house, or other electronic means and to delegate employees and agents of Client to give Bank direction regarding such transfers; and (v) Client has received a copy of the Master Agreement.

(c) Client, and each of them if more than one, covenants and agrees that Bank is relying on the authority of the Authorized Officer to act on behalf of Client, including any and all of the entities listed on Exhibit A, and waives any defense or other claim that the Authorized Officer was not authorized to act on behalf of any Client in regard to the Services.

**27. Compliance with Law.** Client shall comply with all valid laws and regulations now in effect or hereafter promulgated by any properly constituted governmental authority having jurisdiction over Client and Client's business.

**28. Waiver.** Failure of a party to insist upon strict adherence to any term of this Master Agreement on any occasion shall not deprive the forbearing party of the right thereafter to insist on strict adherence to that term or any other term in this Master Agreement. Any waiver of a breach shall not be construed as a waiver of any subsequent breach, whether or not similar.

**29. Communications.** Unless otherwise specified in a Service Schedule, all notices required to be given hereunder or under any Service Schedule(s) may be given in writing, telephone or fax addressed to the Bank or the Client at the address appearing on the first page of this Master Agreement or such other address as specified by either party in writing. Notices shall be effective upon receipt except as otherwise specified. Any notice which is required to be given to Client pursuant to this Master Agreement or any Service Schedule, shall be sufficient as to each and every Client if more than one, when provided to Client at the address listed on the first page of this Master Agreement. If Client chooses to use unencrypted electronic mail ("email") or other insecure method to communicate with Bank, Client agrees to bear the risk that its email may be corrupted, modified, or hacked, or its confidentiality may be otherwise breached by a third party, and the risk that Bank may rely on the email, which appears to be from Client, but is unauthorized, and such reliance results in a loss.

**30. Electronic Records Disclosure.** (a) Client agrees to receive electronic delivery of statements, images, records, agreements, disclosures, notices, and other information ("Electronic Records") for Client's accounts at Bank as designated by Client in writing to Bank from time to time ("Designated Accounts"). The Electronic Records will be available via access through a secure website such as Key Total Treasury or Key Business Online or such other website as Bank establishes from time to time ("Website"). Client may elect to receive one or more Electronic Records for each Designated Account. Bank will notify Client from time to time regarding what records are available as Electronic Records.

(b) For records that Client has not selected to receive electronically through the Service, Bank will deliver such records in paper form and Bank's standard fee then in effect and charged for paper delivery of records will apply. For records that Client has selected to receive electronically through the Service, Client may request a paper copy of an Electronic Record previously delivered and Bank's standard fee then in effect and charged for paper delivery of records will apply. Even though Client has requested electronic delivery of selected Electronic Records through the Website, Bank may, at its discretion, deliver certain Electronic Records in paper form, however, in such case no fee will be charged. A paper copy of Electronic Records can be obtained until the copy is no longer required to be maintained as a record for the Designated Account under applicable law or regulation.

(c) Client will receive notice advising Client that Electronic Records of Statements and Wire Advices for Designated Accounts have been posted to the Website by e-mail ("Alert Notice") sent to the e-mail address selected and confirmed by Client ("E-mail Address"). Client may select and confirm one or more E-mail Addresses, however, Client agrees that an Alert Notice sent to any one of the E-mail Addresses shall constitute notice to Client. This Alert Notice will be the only notice Client will receive. As used herein, "Statement" means the account statement for an account and "Wire Advice" means a notice to Client of an incoming wire transfer to an account; both are "Electronic Records" hereunder. Client agrees that any and all Alert Notices sent by Bank to any of the E-mail Addresses will constitute sufficient and effective delivery and notice to Client of information contained in Client's Statements and Wire Advices whether or not Client accesses or reviews the Alert Notice, Website or specific Electronic Record, and shall be deemed to have been delivered to Client, whether actually received or not.

Client agrees to maintain computer capability and access to the Website in a manner that gives Client continuous ability to access, review, download and print Client's Electronic Records

and to receive and access e-mail Alert Notices to Client at each of the E-mail Addresses. Client must immediately advise Bank of all changes or updates to any E-mail Address or if such E-mail Address becomes inoperative or inactive and to immediately identify another E-mail Address to be used for the Service. If Bank attempts to send an Alert Notice to any E-mail Address and receives two (2) consecutive reports from an e-mail service provider or other source that the e-mail is undeliverable, Bank may, at Bank's sole discretion, automatically unenroll Client and cancel the Service for all Designated Accounts and Client may begin receiving account records through the U.S. Mail subject to the terms hereof, including, without limitation, any applicable fees. It is Client's sole responsibility, whether the content of such Alert Notice is delivered by mail, electronic mail or other electronic means, to access and review promptly its own Electronic Records for its Designated Account. The Electronic Records are delivered in a manner to allow Client immediate access to download and print the Electronic Records on its personal computer.

(d) Certain risks are associated with the transmission of confidential Electronic Records and Alert Notices through the internet including but not limited to unauthorized access, systems outages, delays, disruptions in telecommunications services and the Internet. E-mail is not private or secure. Alert Notices sent to Client by e-mail are unencrypted, automatic alerts. Client acknowledges that an Alert Notice could be seen or intercepted by others if delivered to Client's business address or other computers or electronic devices not exclusively under Client's control. This means that a person who is able to access Client's e-mail will be able to view information relating to Client's Designated Account contained in the Alert Notice. Client will not respond to the Alert Notice by return e-mail, or use it to request information, service, paper copies or other items or to revoke consent. Bank will not be responsible to act upon requests made in that manner.

**31. Jury Trial Waiver.** Both the Client and the Bank hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either the Client or Bank against the other.

**32. Fraud.** This Agreement provides certain precautions Client can take to decrease the risk of fraud, which are in addition to other reasonable precautions Client can or should take to decrease the risk of fraud generally, and as relates to Client's particular circumstances. Bank will make available to Client certain products and services that will assist Client in decreasing the risk of fraud. Client agrees that if Client fails to implement any of these products or services, or if Client fails to take such precautions, Client will be precluded from asserting any claims against Bank for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, service or precaution was designed to detect or deter, and that Bank will not be required to pay such item, re-credit Client's account, or otherwise be liable for such item.

**33. Lockbox.** If Client utilizes Bank's lockbox services ("Lockbox Services"), Client agrees that the following terms and conditions shall apply: (a) Foreign items received through the Lockbox Services will be credited to Client's account at such time as Bank receives final payment for such items. The term "foreign item" is an item (check) not drawn on a U.S. bank, or is not payable in U.S. dollars; and (b) If in regard to the Lockbox Services Client requests, verbally or in writing, that Bank return checks bearing a restrictive endorsement or legend (e.g., "final payment", "paid in full" or words of similar meaning), Client agrees that Bank does not accept responsibility for Bank's failure to discover and return such items.

**34. Client Affiliates.** Any Client Affiliate(s) shall, if they are identified on Exhibit A hereto, also be deemed to be parties to this Master Agreement and any Service Schedule(s) executed by Client. Client represents and warrants, on behalf of, and at the direction of, each Client Affiliate that the Authorized Officer appointed by Client (a) is hereby deemed to be an authorized representative of each Client Affiliate, and is duly authorized to act on behalf of each Client Affiliate, (b) each Client Affiliate has taken all action required by its organizational documents to authorize such Authorized Officer to execute and deliver this Master Agreement and any Service Schedule(s) and to bind each Client Affiliate thereto, and (c) unless otherwise designated in writing by both Client and any respective Client Affiliate, the Authorized Officer is authorized to act in the name of, and on behalf of, each Client Affiliate with regard to this Master Agreement and any Service Schedule(s). Client further represents and warrants that each Client Affiliate has received a copy of this Master Agreement and any Service Schedule(s). By executing this Master Agreement, Client, on behalf of itself, and any Client Affiliate, agrees that Client shall be liable for any obligations of Client or any Client Affiliate under this Master Agreement and/or any Service Schedule(s). To the extent permitted by applicable law, Client, for itself, and on behalf of any Client Affiliate, further agrees it shall be responsible for any claim, loss, cost, expense, or damages resulting from any action taken as a result of Bank's reliance on Client's signature on this Master Agreement, whether for itself or on behalf of any Client Affiliate. Any notice which Bank is required by this Master Agreement or any Service Schedule(s) to provide to Client or any Client Affiliate shall be provided only to Client. Each such notice shall be deemed to constitute notice to all parties to this Master Agreement and any Service Schedule(s) and shall satisfy the notice requirement set forth herein.

**By signing below, the undersigned Authorized Officer of Client understands and agrees that he/she is signing on behalf of the Client whose name appears immediately below and on behalf of each and every other Client and Client Affiliate listed on the "Client List," attached hereto as Exhibit A, and made a part hereof.**

**Client: City of Littleton**

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**KEYBANK NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## ADDENDA AND SERVICE SCHEDULES ATTACHED

- |  |  |
|--|--|
| <input type="checkbox"/> Guaranty Addendum to Master Agreement   | <input type="checkbox"/> Key Accounts Manager Agreement  |
| <input checked="" type="checkbox"/> ACH Direct Service Schedule  | <input checked="" type="checkbox"/> Key Capture <sup>®</sup> Service Schedule                                |
| <input checked="" type="checkbox"/> Automated Clearing House Debit Protection Service Schedule   | <input type="checkbox"/> Key Capture <sup>®</sup> Service Schedule Third Party Provider/Related Entity       |
| <input type="checkbox"/> Automated Credit Sweep Service Schedule   | <input checked="" type="checkbox"/> Key Capture <sup>®</sup> Plus Service Schedule                           |
| <input type="checkbox"/> Automated Clearing House Electronic Data Interchange Service Schedule Exhibit A   | <input type="checkbox"/> Key Capture <sup>®</sup> Plus Service Schedule Use of Third Party                   |
| <input type="checkbox"/> Automated Clearing House Returned Check (RCK) Service Schedule  | <input type="checkbox"/> KeyPay Service Schedule   |
| <input type="checkbox"/> Automated Clearing House Accounts Receivable Conversion ( <b>ARC</b> ) Back Office Conversion ( <b>BOC</b> ) Service Schedule | <input type="checkbox"/> Key Liquid Reserve Service Schedule   |
| <input type="checkbox"/> Automated Investment Sweep Account Service Schedule   | <input type="checkbox"/> KeyPatient POS <sup>(SM)</sup> Service Schedule                                     |
| <input checked="" type="checkbox"/> Bill Pay Consolidator Service Schedule   | <input type="checkbox"/> Payment Protection Service Schedule   |
| <input type="checkbox"/> Centralized Returns Items   | <input type="checkbox"/> Payment Management Services Service Schedule  |
| <input checked="" type="checkbox"/> City of Littleton Standard Contract Clauses Addendum   | <input checked="" type="checkbox"/> Positive Pay Service Schedule  |
| <input checked="" type="checkbox"/> Consolidated Payables Service Schedule   | <input type="checkbox"/> Third Party Funds Transfer Addendum to Wire Transfer Service Schedule               |
| <input type="checkbox"/> Electronic Record Delivery Service Schedule & Exhibit A   | <input type="checkbox"/> Third Party Service Provider Agreement  |
| <input type="checkbox"/> International ACH Transactions Addendum to Automated Clearing House/Electronic Data Interchange Service Schedule              | <input type="checkbox"/> Third Party Sender Agreement – ACH Services   |
| <input type="checkbox"/> International Draft Payment Facility Addendum   | <input checked="" type="checkbox"/> Wire Transfer Service Schedule   |
| <input type="checkbox"/> International Draft – Payment Facility Service Schedule   | <input type="checkbox"/> Wire Transfer Service Payment Authorization Form                                    |
| <input checked="" type="checkbox"/> Safekeeping Master Agreement   | <input checked="" type="checkbox"/> Universal Payment Code (UPIC) Addendum                                   |
| <input checked="" type="checkbox"/> Fee Schedule   | <input checked="" type="checkbox"/> Modification Addendum (to be used for revisions to any of the foregoing) |

**EXHIBIT A**  
**CLIENT LIST**  
N/A