



COMMERCIAL CARD AGREEMENT
(MOCAAT Members)

THIS COMMERCIAL CARD AGREEMENT (the "Agreement"), is made and entered into this 1st day of January, 2022 (the "Effective Date"), by and between Raytown School District, a MO Public School [entity type and state of organization] (the "Client"), with its primary place of business being located at 6608 Raytown Road Raytown, MO 64133, and UMB Bank, n.a. ("UMB"), a national banking association, with its primary place of business being located at 1010 Grand Boulevard, Kansas City, Missouri 64106.

RECITALS

WHEREAS, UMB offers commercial card programs to commercial and public entity clients;

WHEREAS, Client is a member in good standing of Missouri Capital Asset Advantage Treasury, a Missouri entity created pursuant to an Intergovernmental Cooperation Agreement dated September 24, 2020 ("MOCAAT"), either directly or through one of its regional affiliates, at present EducationPlus Network, Inc., the Cooperating School Districts of Greater Kansas City, the Missouri Association of Rural Education, and the Greater Ozarks Cooperating School Districts; and

WHEREAS, MOCAAT provides a structure under which its member school districts, municipalities, counties, colleges or other political subdivisions or governmental units may contract for a common purpose, provided that the subject and purposes of any such contract or cooperative action is within the scope of the powers of its members; and

WHEREAS, MOCAAT has an arrangement with UMB pursuant to which MOCAAT members that participate in a MOCAAT-sponsored commercial card program with UMB may earn a greater percentage of interchange revenue on net purchases made under the member's card program than the member would earn by contracting independently; and

WHEREAS, Client wishes to enter into this Commercial Card Agreement with UMB, under which UMB will provide a purchasing and/or travel credit card program to Client for its own business purposes (the "Client Program" or "Program"); and

WHEREAS, Client will earn a share of interchange revenue on Client's Card net purchases under the Program as set forth in the Confidential Revenue Share Exhibit attached to this Agreement; and

WHEREAS, UMB and Client are willing to enter into this Agreement, including the Exhibits hereto, for the purpose of setting forth the terms of the Program;

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants hereinafter given, and for other good and valuable consideration, the parties agree to each and every term and condition of this Agreement as set forth below:

ARTICLE I
Engagement of UMB for Services

As of the Effective Date of this Agreement, Client engages UMB to develop and assist Client in implementing the Client's Commercial Card Program as described in this Agreement (including the Exhibits), and UMB agrees to provide the Program to Client, all in accordance with and subject to the terms and conditions of this Agreement.

Article II
Client Program

This Agreement applies to the Client Program (as defined above), and to any Cards issued by UMB for use by Client and its designated affiliates, subsidiaries, and their respective employees, agents, representatives and other authorized users (collectively, "Users").

For purposes of this Agreement, "Card" means individually and collectively, all Commercial Cards and account numbers issued by UMB to Client and its Users, and the associated accounts, whether used in "card present" or "card-not-present" transactions (including, without limitation, "virtual" single-use card account numbers, virtual cards in mobile wallets). Transactions made using a Card constitute extensions of credit by UMB to Client and not to individual Users.

ARTICLE III
Standard of Care

UMB shall perform its duties and responsibilities under this Agreement using the level of care and professionalism consistent with standards generally used by the U.S. issuers of commercial cards when providing similar services for their clients, but never using less than a commercially reasonable level of care.

Should Client request UMB to provide additional services for the Client relative to and in connection with the purpose and requirements of this Agreement, Client will compensate UMB for such services rendered and expenses reasonably incurred in the amount and rates mutually agreed to in writing by the Client and UMB.

ARTICLE IV
Program Administrator(s)

Client shall designate and maintain for the life of the Program at least one Program Administrator, who will have full authority to administer the Program on behalf of Client. The Program Administrator for the Program will be Client's primary point of contact for UMB with respect to the Program, unless Client advises UMB otherwise. The initial Program Administrator(s) and related contact information is set forth in Exhibit B. Client represents and warrants that Client's designation of such Program Administrator(s) has been authorized by all necessary organization action on Client's part.

Any Authorized Signer for Client, as evidenced by its Organization Resolution and Agreement or other authority documentation on file with UMB, may revoke the authority of a Program Administrator or add new Program Administrators upon written notice to UMB. UMB shall have

a reasonable period of time to act on any notice from Client that adds or changes a Program Administrator.

Each Program Administrator, acting singly, may provide instructions to UMB with respect to the following matters, without limitation: issuance of Cards to individual Users, establishment of and changes to credit limits on individual Cards, notification of disputed transactions, lost or stolen cards, termination of individual Cards, transaction restrictions, and Cardholder billing addresses or telephone numbers and changes. UMB is authorized to rely on written, electronic or telephonic instructions it receives from the Client's Program Administrator(s) regarding any aspect of the administration of the Program.

The Program Administrator shall notify UMB of any additions or deletions of Users to whom UMB may issue Cards under this Program and any transaction limitations or restrictions placed on the Program as a whole, and on the spending limits of any User, the User's contact information, and any other necessary information in order for UMB to issue and send the Cards.

Notwithstanding any other provision of this Agreement to the contrary, if Client uses UMB's commercial card portal (www.commercialcard.umb.com) to administer its Commercial Card Program, Client agrees that the primary Program Administrator named on Exhibit B has full authority to substitute, remove or designate additional Program Administrators, each of whom shall have the full authority of a Program Administrator as described in this Agreement, including authority to designate other Program Administrators, and that written notice signed by an Authorized Signer of Client is required only to change the primary Program Administrator.

ARTICLE V **Program Controls; Card Management Tools**

UMB will make available the certain types of controls and features for the Client Program which are normally accepted as the banking "industry standard" for Commercial Cards. Such controls and features shall be as selected by Client from options that UMB makes available to its clients, and may include the following:

- a) Single dollar transaction limitations for each Card;
- b) Vendor category (SIC/MCC) blocking/de-blocking for each Card;
- c) Cash advance prohibition;
- d) Foreign currency transaction prohibition; and
- e) Individual and Consolidated Billing Statements.

Client will be solely responsible for determining who may be a Card User under its Program. Client will be responsible to promptly terminate the Cards of Users who no longer need a Card or are no longer with the Client; UMB encourages clients to use its commercial card platform (www.commercialcard.umb.com) for that purpose.

UMB's commercial card platform provides clients with an online user interface to help clients administer and manage its Cards under the Program (including tracking balances on each Card). Users will also have the ability to sign up with UMB for online access to review individual Card activity and to obtain balance information. Each User's online access will be limited to information related to the specific User's Card.

UMB will utilize a network model program to monitor transactions for potential fraud, subject to Article IX of this Agreement ("Liability for Unauthorized Use").

ARTICLE VI
Permitted Uses of Cards

Cards may be used for Client-related purchasing, travel and entertainment, general payables and fleet purchases, to the extent such functionality is offered to Client by UMB.

Client agrees that it shall cause the Cards to be used for lawful business purposes only. In no event shall any Card be used for any transaction that is unlawful or illegal under any applicable law, including but not limited to, "restricted transactions" as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG issued thereunder.

Client acknowledges that all Cards issued for this Program are the property of UMB. Physical Cards must be surrendered to UMB or destroyed upon request. Virtual Cards may be cancelled by UMB in accordance with the terms of this Agreement.

ARTICLE VII
Instruction on Card Use

Client will be responsible for instructing Users on the permitted uses of Cards, any limitations on amount of credit available to an individual User, permitted and prohibited categories of Card use as determined by Client, and any internal Client reporting requirements associated with Card use. Client will use reasonable efforts to ensure its Cardholders abide by restrictions, limitations, and policies that are applicable to their accounts, and will promptly notify UMB of lost or stolen Cards by contacting the Call Center number listed on the back of the Card.

ARTICLE VIII
**Payment; Credit Limit;
Interest Accrual on Late Payments**

Except as otherwise provided in Article IX below ("Liability for Unauthorized Use"), Client agrees to pay UMB, when due, the total of all transactions made with Cards that have been authorized by Client in the manner set forth in this Agreement. Client also promises to pay the total of all other fees and charges due on the Cards, as stated in this Agreement.

Client agrees that the total of all transactions charged to all Cards and account numbers issued hereunder outstanding at any time shall not exceed Client's Credit Limit. Client's initial Credit Limit will be disclosed to Client upon approval of Client's application to participate in the Program. Client's Credit Limit may be changed from time to time, as set forth more fully in Article XVII ("Changes to the Agreement or Credit Limit; Other Changes"). Client agrees that Client is responsible for repaying all authorized outstanding charges under the Cards, whether or not those charges exceed Client's Credit Limit. The termination or expiration of this Agreement does not affect Client's obligation to pay all amounts owed pursuant to this Agreement.

Client agrees to pay UMB for all transactions entered into by its Users pursuant to the terms of this Agreement and billed on a periodic monthly statement(s) by the next billing date or within 30 days of the billing date of the monthly periodic statement(s), whichever is earlier, irrespective of when or whether the goods or services purchased were received or accepted. Payment of the entire monthly statement balance in full, less any billing error disputes, will be due each month. Payments made later than 30 (thirty) days past the due date may, at UMB's option, result in temporary suspension of Client's right to continued use of Cards for purchases, including the blocking of point-of-sale transactions, cancellation of accounts, and the accrual of interest charges and late fees. Unless expressly otherwise agreed to in writing by UMB, the maximum period of time covered by a billing period shall be one month. Late payments may also affect any revenue share paid to Client pursuant to this Agreement.

If Client fails to make payment on any amount due under the Cards within 30 days after the Due Date, UMB reserves the right to retroactively assess interest on any unpaid balance on the unpaid amount from the date of each purchase until paid. The applicable interest rate is determined monthly by adding 8.00% to the "Prime Rate" for purchase advances, and 12.00% to the "Prime Rate" for cash advances, however, in no instance shall the "Prime Rate" used to calculate the interest rate under this Agreement be less than 5.25%. As used in this Agreement, the "Prime Rate" means the Prime Rate as disclosed in the "Money Rates" section of *The Wall Street Journal* on the 15th day of each month, or on the next business day, if the 15th day of a month falls on a weekend or holiday. Changes in the interest rate under this Agreement shall be effective on the first day of the billing cycle following a change in the published Prime Rate. If more than one Prime Rate is listed, the highest published Prime Rate will be used to determine the interest rate under this Agreement. If at any time, *The Wall Street Journal* ceases to publish the Prime Rate, UMB will select a new index that performs comparably, and such new index will be used to calculate the interest rate under this Agreement.

ARTICLE IX **Liability for Unauthorized Use**

Except as otherwise set forth in this Agreement, Client shall be liable for all unauthorized use of the Cards in any amount at any time, unless and until Client has notified UMB that the Card or Card number has been lost, stolen or misappropriated or that the User in whose name the Card has been issued is no longer authorized to use the Card.

Notification concerning unauthorized use shall be made by Client calling the Commercial Card Call Center number most recently provided by UMB (which is also provided in Exhibit B). Client shall cooperate with UMB with respect to any such claim, including completing any required written claims documentation reasonably requested by UMB to enable UMB to exercise its chargeback rights under the Visa Rules and assisting UMB to pursue recovery rights against potentially responsible parties. Client agrees that it will assist UMB in investigating claims related to any purported compromised use of Cards within the require time frames required under the Visa rules. Client shall be responsible for full payment of all purchases, fees and charges incurred prior to such notification, regardless of when they were actually posted to Client's account.

Notwithstanding the foregoing, Client will not be liable for unauthorized use resulting from transactions made with a Card that has been counterfeited; provided that (i) such unauthorized

use was not facilitated by the gross negligence, intentional misconduct or fraud of Client or any of its Users, and (ii) Client timely submits a dispute with respect to such unauthorized use in accordance with the provisions of Article XII below ("Billing Disputes; Chargeback Requests"). For the sake of clarity, transactions made with a Card that has been counterfeited for which the Client shall not be liable are those transactions made with a counterfeit account at a merchant.

In addition, to the extent the Client participates in the Visa Liability Waiver Program, Client shall not be liable for unauthorized use for those transactions otherwise constituting "Waivable Charges" under the Program. A summary of the Visa Liability Waiver Program is included in this Agreement as Exhibit C.

ARTICLE X
Users Not Liable to UMB for Credit Extended

Client acknowledges that UMB is not extending credit to its Users, but that such credit is being extended to and for the benefit of Client. Therefore, Client shall at all times remain liable for all credit being extended under the Commercial Card Program. Any request for a Card to be issued under the Commercial Card Program shall be at discretion of Client, subject to the terms of this Agreement.

ARTICLE XI
Visa Liability Waiver Program

Subject to applicable Visa terms and conditions, Client may be eligible for coverage under the Visa Liability Waiver Program, which provides coverage under certain circumstances for misuse of the Card by its authorized Users. Client should review Exhibit C to this Agreement for a summary of the terms and conditions of coverage of the Visa Liability Waiver Program.

UMB believes that the Visa Liability Waiver Program summary accurately states the requirements for such coverage as of the date of this Agreement. However, the terms of such coverage are contained in a policy of insurance that is held by Visa, and those terms and conditions may change from time to time. Accordingly, UMB makes no representation or warranty as to the accuracy or completeness of the terms of Exhibit C, and does not undertake a contractual duty to Client to keep Exhibit C updated or to provide notice to Client of changes to the Visa Liability Waiver Program. Client acknowledges that the Liability Waiver Program is supplied by Visa and not by UMB.

ARTICLE XII
Billing Disputes; Chargeback Requests

Client may dispute amounts reflected on a billing statement that Client reasonably believes to be incorrect because, for example, (i) the amount shown on the billing statement does not reflect the actual face value of the transaction as it was reflected on a merchant receipt or supplier's invoice, (ii) the transaction shown on the billing statement did not result from the use of a Card authorized by Client, or the Card was previously cancelled by Client, (iii) the statement reflects fees not properly accrued under this Agreement, or (iv) the transaction is disputable with the honoring merchant under applicable Visa Rules; however, such dispute is subject to the procedures and liability provisions set forth in this section or other sections of the Agreement.

In the event of a dispute, Client must notify UMB, by using its commercial card portal (www.commercialcard.umb.com), or by contacting the Commercial Card call center (at the number shown in Exhibit B) of its dispute **within sixty (60) days from the transaction date**.

Each notice of a Card billing dispute to UMB must contain the following information: (i) User name; (ii) Card account number; (iii) the dollar amount of any billing dispute or suspected error; (iv) reason that the client believes the bill is in error; and (v) a summary of the steps already taken with the merchant to resolve the matter. UMB will investigate the disputed amount and determine whether in UMB's view the amount is properly payable by Client. Until UMB completes its investigation and determines whether the amount is properly payable by Client, Client shall not be liable for the amount of the disputed transaction.

Client agrees that its failure to dispute a charge or other transaction within sixty (60) days from the transaction date shall constitute a waiver of any right the Client may have to dispute the charge under this Agreement.

In the event that transactions are posted to the accounts as a result of any circumstance under which the honoring merchant may be held liable under applicable Visa Rules, UMB will attempt to charge the transaction back to the merchant in accordance with those procedures. However, such attempted chargeback by UMB shall not relieve Client of liability to UMB for the amount of the transaction, even if the transaction amount may have been provisionally credited to the Client's account.

ARTICLE XIII **Authorizations**

All transactions on Client's Cards are subject to prior approval by UMB ("Authorizations"). UMB reserves the right to limit the number of Authorizations given during any period of time (day, weekend, week, etc.), and UMB may deny an Authorization if UMB suspects that a Card is being used without Client's permission. In the event the Authorization system is temporarily unavailable, an Authorization may be unable to be given even though the transaction would not exceed the Credit Limit and the Card is in good standing. For security reasons, UMB cannot provide the details of how the authorization system works. UMB shall not be liable for failing to give any such Authorization. UMB may, but is not required to, authorize transactions that will cause the balance on the Card to exceed the Credit Limit of an individual Card or the Client's Credit Limit, and Client agrees it is liable for any such transactions. In addition, UMB reserves the right to deny transactions or authorizations from merchants apparently engaging in the Internet gambling business or identifying themselves through the Card transaction record or otherwise as engaged in such business.

ARTICLE XIV **Default**

The occurrence of any one of the following conditions or events shall, at the option of UMB, constitute an "Event of Default" by Client under this Agreement, in which case, any unpaid balances on all Cards under the Program shall become immediately due and payable, and UMB may make immediate demand for payment of such balances:

(1) a payment is not made when due from Client or a payment to UMB is returned or reversed for any reason and such payment failure is not cured within thirty (30) days of the payment due date;

(2) Client breaches a material term of this Agreement in any way, and such breach, if capable of a cure, is not cured within thirty (30) days following notice from UMB;

(3) Client or any guarantor of Client's indebtedness hereunder defaults under the terms of (a) any other agreement with UMB or any of UMB's subsidiaries or affiliates, or (b) any loan, credit or similar agreement with any third party, and, in either case, such default is not cured within the applicable cured period, if any, set forth in such other agreement;

(4) any judgment, lien, attachment or execution is issued against the Client or its property;

(5) a bankruptcy petition is filed by or against Client or any guarantor of Client's indebtedness hereunder, and if filed against Client or any such guarantor, is not dismissed within thirty (30) days of the date of filing;

(6) a significant change occurs in the ownership of Client or in a material portion of Client's business, unless Client promptly notifies UMB of such change and UMB waives its right to consider such change a default under this Agreement;

(7) Client or any guarantor of Client's indebtedness hereunder becomes insolvent or is dissolved;

(8) there shall occur any material adverse change in Client's business or financial condition that would reasonably be expected to impair the prospect of payment or performance of Client's obligations under this Agreement;

(9) Client intentionally fails to submit required financial or other information that UMB deems necessary in order to properly monitor or review Client's performance or to determine Client's ability to continue to perform Client's obligations hereunder, and such failure is not cured within fifteen (15) days following notice from UMB;

(10) Client's outstanding balance under this Agreement exceeds the Credit Limit (excluding any over-the-limit amount authorized by UMB pursuant to Article XIII hereof ("Authorizations"), and such over-the-limit amount is not repaid within three (3) Business Days after written notice to Client or on the next payment Due Date, whichever occurs first; or

(11) any financial statement or certificate furnished to UMB in connection with, or any representation or warranty made by Client or any other party under this Agreement, shall prove to have been incorrect, false or misleading in any material respect when furnished or made.

Upon the occurrence of an Event of Default, UMB may (i) terminate this Agreement, (ii) terminate one or more services, (iii) terminate one or more Cards, or (iv) decrease the Client's Credit Limit, all without further notice to the Client. In the event UMB refers your Account to an attorney who is not its salaried employee, Client agrees to pay all collection charges and expenses, including reasonable attorney's fees and litigation expenses, unless the charging of such amounts is prohibited by applicable law.

ARTICLE XV
Term; Right to Terminate

The initial term of this Agreement shall commence on the Effective Date and shall continue for five (5) calendar years, unless sooner terminated as provided in this Agreement. At the conclusion of the initial term or any renewal term, the Agreement shall automatically be extended on the same terms for additional one (1) year periods, unless written notice of non-renewal is provided by either party at least sixty (60) days prior to the end of the initial term or any renewal term. If UMB intends to change Client's Revenue Share at the end of the initial term or any renewal term, UMB shall give Client at least ninety (90) days advance notice of the new Revenue Share formula that shall apply to such renewal term.

Upon the expiration of this Agreement, (i) all Cards shall automatically expire, (ii) Client shall immediately, upon notice from UMB, destroy all Cards, (iii) Client will continue to be responsible for full payment of the current balance on the Cards and all purchases, fees and charges incurred before termination that post to Client's account after termination, including, without limitation, recurring transactions that post after termination, and (iv) any unpaid balances on the Cards shall become immediately due and payable.

If UMB terminates one or more Cards but not the Agreement, Client shall immediately, upon notice from UMB, destroy all terminated Cards and ensure that the User has been notified of such termination.

Upon termination of the Agreement, Client acknowledges and agrees that any and all collateral or guarantees in support of this Agreement will remain in place until payment in full of Client's obligations under this Agreement and for a period of ninety (90) additional days thereafter, in order to satisfy any potential trailing activity connected with the Cards, including potential reversals of chargebacks from merchants arising out of disputed Card transactions.

Client may, at any time, terminate the authority of any User to use a Card. Such termination by Client shall become effective upon written or electronic notice through the commercial card portal (www.commercialcard.umb.com), or by contacting the Commercial Card call center (at the number shown in Exhibit B).

ARTICLE XVI
Exclusions from Liability

UMB's liability for any default hereunder shall be limited to Client's actual money damages caused directly by UMB's breach of this Agreement (except to the extent such liability is further limited by the other terms of this Agreement), and UMB shall not be liable for any other matters whatsoever, including, without limitation: (i) any loss or damages arising from Client's or a User's use of the Card, including any claim that Client or User may have arising out of a possible defect in a product purchased through use of a Card or the failure on the part of any third party to perform any services purchased through use of a Card, or (ii) the inability of Client or a User to use the Card, or (iii) the unavailability of Card reports or authorization as a result of circumstances beyond UMB's control (such as, without limitation, fire, flood, or the disruption of power, phone or computer service), or (iv) transmission errors or data security problems, or

other acts or omission, on the part of third parties (including, without limitation, third-party service providers in connection with transaction files sent to Client or its designee).

In no event shall either party be liable for any indirect, incidental, special, consequential or punitive damages, even if such party has been advised of the possibility of any such damages.

ARTICLE XVII **Changes to Agreement or to Credit Limit; Other Changes**

In addition to, and not in lieu of, UMB's termination rights in Article XV above ("Term; Right to Terminate"), UMB may unilaterally, in its sole discretion, (i) change the Client's Credit Limit for any reason, including but not limited to changes as may be required by law, upon thirty (30) days' prior oral or written notice to Client, except that no prior notice is required if an Event of Default (as defined in Article XIV of this Agreement) has occurred and has not been cured to UMB's satisfaction, or if such change is required by applicable law to be implemented sooner than upon thirty (30) days prior notice, but in that case, UMB shall attempt in good faith to provide Client with as much prior notice as is reasonable under the circumstances; and (ii) except as otherwise provided in the Agreement or any Exhibit, UMB may change any of the terms of this Agreement or any Exhibits hereto upon ninety (90) days prior written notice to Client. The parties expressly recognize that UMB's right to change any Revenue Share payable to Client shall be governed by Exhibit D and not by this Article XVII.

Client may change a designated Program Administrator or another attribute of a Card that is within the control of Client, such as an address, Card credit limit, or terminate a Card, upon the Program Administrator's notice in writing or via the maintenance feature in the commercial card portal (www.commercialcard.umb.com), or by contacting the Commercial Card call center (at the number shown in Exhibit B).

Except as set forth herein, all changes to this Agreement must be in writing and executed by both parties.

ARTICLE XVIII **Foreign Transactions**

If permitted by Client's Card Program, when a Card is used in a transaction in which the User or the merchant is located outside the United States, the transaction will be settled in U.S. Dollars. You may be able to use your Account to receive Advances in a currency other than U.S. dollars. When that happens, Visa USA or other applicable payment card network will convert the advance into a U.S. dollar amount. The payment card network will use its currency conversion procedures in effect when it processes the transactions. The conversion rate in effect on the processing date might differ from the rate in effect on the transition or posting date. The rate used may vary from the rate the payment card network itself receives. UMB will charge the Foreign Transaction Fee shown in Exhibit A for any advance occurring outside the United States or a U.S. territory. This fee is in addition to any other rates or fees that may apply to foreign transactions, which could be applied depending on the type of transaction that you engage in outside of the United States or a U.S. Territory.

ARTICLE XIX
Financial Information

Promptly upon UMB's request, Client shall provide, in form and detail satisfactory to UMB, current annual financial statements and supporting footnotes and schedules.

ARTICLE XX
No Waiver; Right of Set-Off

Neither party's failure to exercise any right or to pursue any remedy under this Agreement or otherwise shall constitute a waiver thereof. UMB shall have the right to, in its sole discretion, set-off or recoup any obligation of Client to UMB under this Agreement or otherwise against any obligation UMB owes to Client, including a set-off against any deposit account(s) Client has with UMB to the extent permitted by law. Client may not exercise any right of offset for any claim Client may have against UMB against the obligations of Client to pay arising under this Agreement.

ARTICLE XXI
Compensation and Expenses

UMB will not charge annual fees, or its costs with respect to, labor, expenses, subsistence or transportation of UMB employees, for services rendered by UMB under and during the term of this Agreement. Miscellaneous fees and expenses related to the Program, such as late payment fees, Card artwork and set-up fees, may be itemized in Exhibit A.

Fees or charges, interchange revenue or other sums received by UMB from parties other than the Client as a result of transactions associated with the Commercial Card Program shall remain the sole right and property of UMB.

Exhibit D provides for the payment by UMB to Client of a portion of its share of interchange revenue received from the Card Association in connection with the Program, but the inclusion of a revenue share provision in Exhibit D shall not be construed as an assignment by UMB of such revenue to Client.

ARTICLE XXII
Confidential and Proprietary Information

Client and UMB acknowledge and agree that, in connection with this Agreement, it may be necessary and/or desirable to exchange Confidential Information (as defined below). For the purposes hereof, "Confidential Information" means all non-public, confidential or proprietary information of a party that is disclosed by such party (a "Disclosing Party") (including by any of its Representatives (as defined below) to the other party (the "Receiving Party") under or in connection with this Agreement, and includes, without limitation, financial, technical, or business information relating to the Disclosing Party, including trade secrets, marketing or business plans, strategies, forecasts, budgets, projections and pricing, and customer and supplier information. Notwithstanding the above, Confidential Information does not include information that: (i) is or becomes generally available to the public other than as a result of an unauthorized

disclosure by the Receiving Party or its Representatives in violation of this Article XXIV; (ii) is already known by the Receiving Party at the time of its disclosure by the Disclosing Party and was not Confidential or proprietary at the time it was disclosed; (iii) is or becomes available to the Receiving Party from a source not known to the Receiving Party to be under an obligation of confidentiality to the Disclosing Party; or (iv) is independently developed by the Receiving Party without the use of the Disclosing Party's Confidential Information.

For a period of two (2) years following its disclosure to the Receiving Party, the Receiving Party will: (i) keep Confidential Information confidential and not disclose it to any other person or entity; except disclosures (A) to MOCAAT as may be necessary in the ordinary course of business to administer the Program or MOCAAT's sponsorship of the Program; (B) to federal and state bank examiners, and other regulatory officials having jurisdiction over the Receiving Party, as applicable, (C) to the Receiving Party's Representatives, (D) in the case of UMB, to i) the Card Association whose logo is on the Cards, and ii) third party payment industry service providers with whom UMB has a business relationship and has entered into a non-disclosure agreement covering such Confidential Information, (E) as required by applicable law or legal process in the opinion of the Receiving Party's counsel or any of its Representative's counsel, as applicable, or (F) otherwise authorized in writing by the Disclosing Party; and (ii) use Confidential Information only in connection with this Agreement (including the evaluation, negotiation, implementation, administration and enforcement hereof).

For purposes hereof, "Representatives" means a party's or any of its affiliates' officers, employees, agents, legal counsel, auditors or other professional advisors who need to know Confidential Information in connection with this Agreement (including the evaluation, negotiation, implementation, administration and enforcement hereof). The Receiving Party will be responsible for any failure of its Representatives to treat the Confidential Information as confidential in accordance with the terms and conditions of this Agreement. In the event that the Receiving Party or any of its Representatives is, in the opinion of its counsel, required by applicable law or legal process to disclose any Confidential Information under clause (i)(D) in the paragraph immediately above, then the Receiving Party, unless prohibited by law, will provide notice of such disclosure to the Disclosing Party so that the Disclosing Party, at its sole option (but without an obligation to do so) and at its sole expense, may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Article XXII. For the sake of clarity, no such prior notice will be required for other disclosures permitted under the above paragraph.

Following any termination of this Agreement, upon the Disclosing Party's request, the Receiving Party will use commercially reasonable efforts to destroy all copies of Confidential Information then in the possession of the Receiving Party; provided, however, that the Receiving Party may retain such copies as are required by applicable law or in accordance with its customary records retention practices and procedures (any Confidential Information so retained will be held by the Receiving Party subject to this Agreement, notwithstanding the termination thereof).

If there is a breach of this Article by either party, the other party will have the right to seek any and all remedies at law or in equity, including without limitation appropriate injunctive relief or specific performance. The protections afforded to Confidential Information hereunder are in addition to, and not in lieu of, the protections afforded under any applicable trade secrets or other laws.

ARTICLE XXIII
Assignment

UMB may assign, transfer, or convey this Agreement or any of its rights and obligations hereunder without the prior written consent of the Client. But in no event shall any assignment, transfer, conveyance or disposition relieve UMB from liability for performance of its obligations under the terms of this Agreement.

If UMB decides to have certain Commercial Card Program services provided by one or more subcontractors, those subcontractors shall at all times remain under the direction and control of UMB and not the Client. UMB will remain fully liable to the Client for the proper discharge of all the services required in this Agreement, regardless of who performs them.

Client may not assign this Agreement or any of its rights, interest or obligations hereunder (by operation of law or otherwise).

ARTICLE XXIV
Independent Contractor

Nothing contained in this Agreement shall be construed as constituting or creating a partnership, joint venture, agency, or other association or relationship between UMB and Client.

ARTICLE XXV
Agreement Status

This Agreement is and shall be deemed an independent contract for services, and UMB and all persons providing services on behalf of UMB under this Agreement shall be deemed independent contractors and shall not be deemed under any circumstances employees of the Client.

UMB accepts full responsibility for payment of unemployment insurance, workers compensation insurance and social security taxes as well as all income tax deductions and other taxes or payroll deductions required by law for its employees engaged in the performance of work under this Agreement.

ARTICLE XXVI
Waiver of Breach

The waiver by any party hereto of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by either party shall not constitute a waiver. Until complete performance or satisfaction of all provisions of this Agreement, the other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

ARTICLE XXVII
Notices

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively referred to as "notices") which may be required or desired to be given by either party to the other shall be in the form of email or writing made by personal delivery or sent by United States mail, postage prepaid, or be sent by overnight delivery, prepaid, addressed as follows (unless otherwise notified):

CLIENT: Raytown School District
6608 Raytown Road
Raytown, MO 64133
Attn: Jacqueline Vernon, Finance Supervisor
E-mail: _____

UMB: UMB Bank, n.a.
1010 Grand Blvd
Kansas City, Missouri 64106
Attention: Dennis Wegner, Senior Vice President, Card Group Product
Manager

ARTICLE XXVIII
Governing Law

This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Missouri, without regard to principles of conflicts of laws.

ARTICLE XXIX
Forum Selection and Consent to Jurisdiction

ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF MISSOURI OR IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF MISSOURI. EACH PARTY HERETO HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF MISSOURI AND OF THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF MISSOURI FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. EACH PARTY HERETO FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF MISSOURI. EACH PARTY HERETO HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

ARTICLE XXX
Waiver of Jury Trial

EACH PARTY HERETO, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, ANY DOCUMENT EXECUTED IN CONNECTION HEREWITH, ANY OF THE OTHER OBLIGATIONS HEREUNDER, OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH OR ARISING FROM ANY CARD RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN WHICH THE UMB AND THE CLIENT ARE ADVERSE PARTIES, AND EACH AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE UMB GRANTING ANY FINANCIAL ACCOMMODATION TO THE CLIENT.

ARTICLE XXXI
Severability

All agreements, covenants and clauses contained herein are severable, and in the event any of them shall be deemed or held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be interpreted as if such unconstitutional, invalid or unenforceable agreements, clauses and covenants were not contained herein.

ARTICLE XXXII
Counterparts; Electronic Records

This Agreement and any and all exhibits, amendments or documents executed in connection herewith, whether now or in the future, may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. Client acknowledges and agrees that this Agreement and any and all exhibits, amendments or documents executed in connection herewith, whether now or in the future, are 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 UMB, 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. Client acknowledges and agrees that upon conversion to an electronic record as authorized herein such electronic record 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. Client waives any legal requirement that any documents digitally or electronically converted be embodied, stored, or reproduced in a tangible media. Client agrees that a printed or digitally reproduced copy of the electronic record shall be given the same legal force and effect as a signed writing. In addition, Client authorizes and agrees to destruction of the paper documents by UMB upon conversion of the paper documents to a digital or electronic record.

ARTICLE XXXIII
Entire Agreement

This Agreement, together with all documents incorporated herein by reference, represents the entire agreement between the Client and UMB with respect to the provision of services required of UMB for the Client under this Agreement, and supersedes all prior agreements, negotiations, representations, understandings or promises, whether oral or written between the parties pertaining to or in connection with this Agreement. The following is made part of this Agreement in compliance with MO. REV. STAT. SECTION 432.047:

ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (BORROWER(S)) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

ARTICLE XXXIV
Force Majeure

The Client or UMB shall be excused from performance under this Agreement for any period that the Client or UMB is prevented from performing any services, in whole or in part, as a result of an Act of God, fire, loss of electrical power or computer service, failure of a third-party service provider or any other act or event not within the reasonable control of the party prevented from performing.

ARTICLE XXXV
Mutual Representations and Warranties.

CLIENT and UMB each represents and warrants to the other that:

- (a) It is organized and existing in good standing under the laws of the state in which it is organized (or in the case of UMB, under the laws of the United States);
- (b) It has all necessary power and authority to enter into this Agreement and to perform its obligations under this Agreement;
- (c) The execution and delivery of this Agreement and the consummation of the transactions contemplated in this Agreement have been authorized by all necessary organizational actions on its part; and
- (d) It has no legal, contractual, or other material obligations that conflict in any material respect with, or are inconsistent in any material respect with, the performance of its obligations under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Commercial Card Agreement by their duly authorized representatives as of the Effective Date set forth above.

UMB

Client

UMB BANK, N.A.

Raytown School District

By: *Sarah Antobius*
Name: *Sarah Antobius*
Title: *ME*

By: *[Signature]*
Name: *Steve Seaton*
Title: *ASSOC Supt.*

Date signed: *2/2/22*

Date signed: *3-14-22*

Rev. 3-1-2021

List of Exhibits:

Exhibit A: Fee Schedule

Exhibit B: Program Administrators and UMB Commercial Card Customer Service Contacts

Exhibit C: Visa Liability Waiver Program

Exhibit D: Confidential Revenue Share Exhibit for MOCAAT Members

**UMB COMMERCIAL CARD AGREEMENT
EXHIBIT A
FEE SCHEDULE**

Client: Missouri Capital Asset Advantage Treasury Member

FEES:

One Time Custom Integration	\$ N/A
One Time Implementation	\$ N/A
Cash Advance	Three percent (3%) of the amount of the Cash Advance, with a \$10.00 minimum and no maximum on the amount of the fee.
Late Charge	\$15.00 if New Balance is less than \$100.00; \$29.00 if New Balance is from \$100.00 to \$999.99; \$39.00 if New Balance is \$1,000 or more
Returned Payment	\$ 29.00
Foreign Transaction	Two percent (2%) of the amount of the transaction
Custom Card Artwork	\$ N/A
Rush or Expedited Card Delivery	\$ N/A
Additional Training	\$ N/A
OCR Receipt Imaging	\$ 1,000
Other	\$ N/A

UMB COMMERCIAL CARD AGREEMENT
EXHIBIT B
PROGRAM ADMINISTRATOR(S)

Client: Raytown School District

The following persons are named as Program Administrator for Client, in accordance with Article IV of the Commercial Card Agreement:

Program Administrator (Primary) [Please complete]

Main point of contact for day to day business

Jaqueline Vernon Finance Supervisor
(Name/Title)

6608 Raytown Rd
(Mailing Address)

Raytown, MO 64133
(City/State/Zip Code)

816-268-7065
(Telephone)

816-268-7063
(Fax)

jacqueline.vernon@raytownschools.org
(Email Address)

Program Administrator (Additional)

Brian Huff Associate Superintendent
(Name/Title)

10750 E 350 Hwy
(Mailing Address)

Raytown, MO 64138
(City/State/Zip Code)

816-268-7000
(Telephone)

(Fax)

brian.huff@raytownschools.org
(Email Address)

COMMERCIAL CARD CALL CENTER:

UMB Commercial Client Advisors:

Direct Line: [1-855-698-8050](tel:1-855-698-8050)

Commercial.bankcards@umb.com

M-F 8am-6pm CST

Fraud Ver.: [1-800-337-3392](tel:1-800-337-3392)

Fax: [816-843-2485](tel:816-843-2485)

**UMB COMMERCIAL CARD AGREEMENT
EXHIBIT C
VISA LIABILITY WAIVER PROGRAM**

The Visa® Liability Waiver Program is one of the most valuable core benefits of the UMB Visa Commercial Card—offering the security and coverage you need to do business with complete confidence. This program protects you against eligible losses that might be incurred through card misuse by a terminated employee. While cardholder misuse is rare, Visa has recognized that it does occur. That is why Visa continues to offer this program, which waives certain eligible charges when an employee misuses Visa Commercial Card privileges.

Visa Liability Waiver Program Benefits include:

- Automatic enrollment
- No deductible and no extra cost
- No maximum cap per the Client
- Coverage up to \$100,000 per eligible cardholder
- Coverage for cash advances, officers and ghost accounts
- Simplified claim procedures
- Coverage for non-employee contract workers in cases where the Client is fully liable for payment of all charges to UMB

What is the Visa Liability Waiver Program?

The Client has established a Visa Commercial Card account (“Account”) with UMB and may request that UMB waive the Client’s liability for certain charges in accordance with the Visa Commercial Card Liability Waiver Program (“Program”). Visa has arranged insurance coverage to provide payment to UMB for covered losses and will administer the Program.

UMB may waive the Client’s liability for waivable charges up to \$100,000 per Visa Commercial Card Cardholder and be reimbursed by the Program Underwriter (“Program Underwriter”) provided both UMB and the Client have satisfied all Program obligations.

1. UMB is the Visa Member which issues Visa Commercial Card Accounts to the Client for use by designated employees.
2. The Client has signed a Visa Commercial Card Account agreement with UMB, and subsequently issues Visa Commercial Card Accounts for use by persons designated by the Client.
3. “Eligible Cardholder” means a person designated by the Client who is authorized by the Client to use the Visa Commercial Card Account for Client business purposes only.
4. “Charges” shall mean all amounts, including cash disbursements, charged to the Client’s Visa Commercial Card Account with UMB.
5. “Affidavit of Waiver” shall mean a written request or claim form sent from the Client requesting UMB to waive the Client’s charges in accordance with the terms and conditions of the Program.
6. “Billed” or “Unbilled” with respect to any Charge shall be based upon the date of the UMB statement.
7. “Notification of Termination” of the Cardholder’s employment shall mean the date the Cardholder gives or receives oral or written notice of immediate, or pending termination, or the date the Cardholder leaves the Client’s service, whichever is earlier.

What are Waivable Charges?

"Waivable Charges" shall mean Charges incurred by a Cardholder or other authorized person which:

1. do not benefit the Client directly or indirectly; or in cases where UMB bills the Cardholder, benefit the Client directly or indirectly, and the Client has reimbursed the Cardholder but the Cardholder has not paid UMB; and
2. (i) are Billed within seventy-five (75) days preceding Notification of Termination, or
(ii) are incurred but Unbilled as of Notification of Termination, or
(iii) are incurred up to fourteen (14) days after Notification of Termination; provided, however, that UMB has received a request to cancel the Cardholder Account within two (2) business days of Notification of Termination. There will be no coverage after Notification of Termination, as defined, unless notice to cancel the Cardholder Account is received by UMB within two (2) business days; and
3. are the responsibility of the Client and/or Cardholder for payment to UMB.

What are not Waivable Charges?

The following are not Waivable Charges and are not covered by the policy:

1. Charges made by partners, owners, or principle shareholders who own more than five percent (5%) of the Client's outstanding shares, elected directors, or persons who are not employees of the Client. Note that in cases where the Client is fully liable for payment for all charges to UMB, contractors of the Client will be considered to be eligible cardholders.
2. Interest or fees imposed by UMB on outstanding unpaid charges.
3. In cases where UMB invoices the Cardholder, any amount on a check submitted by a Cardholder which is not paid by the Cardholder's drawee financial institution as not sufficient funds or due to a closed account, if the Cardholder has, within the last (12) twelve months, submitted any other check to UMB which was not paid in full by the Cardholder's drawee financial institution as not sufficient funds or due to a closed account.
4. Charges incurred to purchase goods or services for the Client or for the persons other than the Cardholder pursuant to the instructions of the Client, in accordance with Client policy, if those goods or services are of the type which are regularly purchased by or for the Client. However, these charges would be Waivable in cases where UMB bills the Cardholder, and the Client has reimbursed the Cardholder, but the Cardholder has not paid UMB.
5. Charges incurred by the Cardholder after Notification of Termination unless UMB receives a request from the Client to cancel the Account within two (2) business days of Notification of Termination. If cancellation of the Account is received by UMB within two (2) business days, then coverage will be afforded fourteen (14) days from Notification of Termination, but not beyond.
6. Charges incurred by the Cardholder more than fourteen (14) days after Notification of Termination or billed earlier than seventy-five (75) days prior to Notification of Termination.
7. Charges resulting from either a lost or stolen Visa Commercial Card or bankruptcy/insolvency of the Client.
8. Cash advances, after Notification of Termination, shall be limited to \$300 per day, or a maximum of \$1,000 whichever is less.

9. Charges incurred by a Cardholder after discovery by the Client of any fraudulent or dishonest act on the part of the Cardholder.

What are the Client's obligations?

The Client may request that UMB waive the Client's liability for Waivable Charges only if the Client meets all of the following requirements:

1. The Cardholder's employment is terminated, voluntarily or involuntarily.
2. The Client has one (1) or more Accounts in good standing.
3. The Client must attempt to retrieve the Visa Commercial Card from the employee.
4. The Client must request that the UMB cancel the Account within two (2) business days of Notification of Termination, as defined. Failure to notify within two (2) business days will exclude coverage for any Charges incurred after Notification of Termination.
5. The Client must deliver to the Cardholder or send by first-class mail or fax, a written notice stating that the Account has been cancelled, that the Cardholder should immediately discontinue all use of the Account, that the Cardholder must immediately pay any outstanding amounts owed to UMB, and that the Cardholder must immediately return the Visa Commercial Card to the Client.
6. The Client must send a completed and signed Visa affidavit of Waiver claim form with all required documentation to UMB within ninety (90) days of Notification of Termination. All claim documents must be filed with the Program Underwriter within one hundred eighty (180) days from Notification of Termination.
7. The Client shall promptly give written notice to UMB in cases where UMB invoices the Cardholder, if the Client knows or should know that a Cardholder is receiving reimbursement for Charges but is not paying UMB for those Charges.
8. The Client will remit all such amounts to UMB if the Client recovers any amounts for Waived Charges from any source after the Client has filed a Visa Affidavit of Waiver claim form with UMB. The Client agrees to assign any rights it may have to collect such amounts from the Cardholder to the Program Underwriter. However, the Client will not be required to pay UMB any amount that exceeds the loss sustained by UMB.
9. Once a claim has been paid for a given person, no future claims will be considered.

What are UMB's Obligations?

In order to receive insurance reimbursements from the Program Underwriter, UMB must:

1. Enforce all of the Client's obligations under its Visa Commercial and Business card accounts agreements, and use reasonable efforts to enforce all of the Client's obligations set forth under the Client's obligations above.
2. Provide the Client with a Visa Affidavit of Waiver claim form and a sample Employee Account Cancellation Notification Letter and Account Cancellation Request.
3. Provide the Client with copies or a description of the Waivable Charges billed during the waiver period.
4. Make diligent efforts in accordance with its usual credit and collection practices to collect the Charges from the Cardholder or other responsible party and have failed to obtain full payment for said Charges within sixty (60) days from the Notification of Termination.

5. Assign any uncollected Charges to a collection agency for collection, with the net proceeds (up to \$100,000) to be paid to the Program Underwriter.

6. File a Visa Affidavit of Waiver claim form with the Program Underwriter within one hundred eighty (180) days of Notification of Termination and no earlier than sixty (60) days after Notification of Termination and provide the Program Underwriter with the following documentation:

- a) A list of Waivable Charges and written evidence that they are Waivable Charges as defined above.
- b) In cases where the Cardholder was reimbursed by the Client but failed to pay UMB, proof that the Cardholder was reimbursed by the Client (for claims over \$5,000).
- c) The Client's completed Visa Affidavit of Waiver claim form and proof of the Account Cancellation Request.
- d) Evidence of all action taken to collect the Charges from the Cardholder.
- e) A copy of the Client's agreement.
- f) A copy of the Cardholder agreement.

When are the Charges waived?

1. Upon receipt of the Visa Affidavit of Waiver claim form and verification that the Charges are Waivable, UMB will waive the Client's liability for those charges.

2. UMB will then complete the appropriate sections of the Visa Affidavit of Waiver claim form and submit it with all required documentation to the Program Underwriter.

3. If necessary, Visa and/or its Program Underwriter may request further documentation regarding proof concerning the Charges in question.

4. Upon receipt of adequate documentation from UMB, the Program Underwriter will reimburse UMB for all Waivable Charges up to a maximum of \$100,000 for each Cardholder.

5. The Program Underwriter will remit payment to UMB within thirty (30) days of the receipt of all completed documentation.

6. Any monies UMB may receive at any time from the Cardholder or any other source in respect of Waivable Charges will be used by UMB to reduce the Waivable Charges and/or the amount of any claim UMB files with the Program Underwriter.

Other Insurance

This program does not cover any loss which is insured by or would but for the existence of this policy, be insured by any other existing policy or policies except in respect of any excess (not exceeding the limits of this policy) beyond the amount which would have been payable under such other policy or policies including any deductible applicable thereunder had the Program not been in effect.

**UMB COMMERCIAL CARD AGREEMENT
EXHIBIT D
CONFIDENTIAL REVENUE SHARE EXHIBIT
For MOCAAT Members**

Client: Raytown School District

Client is required to treat the content of this Exhibit as confidential information under the terms of this Agreement.

Revenue Sharing Program

UMB will provide Client a rebate ("Revenue Share") of card interchange received by UMB from Visa based on Client's and other member school districts' Annual Net Purchase Volume made with Cards issued to Client and other member school districts in the Missouri Capital Asset Advantage Treasury ("MOCAAT") Commercial Card Marketing Program.

Revenue Share will be paid annually at the end of the first calendar quarter, based on the sum of Client's and other MOCAAT member school districts' Annual Net Purchase Volume for the previous calendar year, and applying that sum to the Client's Revenue Share Table for "Standard Transactions" below to determine the appropriate tier that will provide the correct basis points ("Rebate Percentage") to be applied to Client's Net Purchase Volume for Standard Transactions.

Client will also receive 0.50% (50 basis points) for Client's Qualified Transactions. An example of how this calculation is performed is provided below.

Revenue Share Table for Client's "Standard Transactions":

Rebate Grid			
Level	From	To	Rebate
A		\$ 24,999,999.99	1.00%
B	\$25,000,000.00	\$ 34,999,999.99	1.05%
C	\$35,000,000.00	\$ 44,999,999.99	1.15%
D	\$45,000,000.00	\$ 54,999,999.99	1.20%
E	\$55,000,000.00	\$ 59,999,999.99	1.25%
F	\$60,000,000.00	\$ 74,999,999.99	1.30%
G	\$75,000,000.00	\$ 89,999,999.99	1.35%
H	\$90,000,000.00	\$1,000,000,000.00	1.40%

Bonus rebates will be paid for programs exceeding annual volume in the following tiers:

- Volume > than \$1MM: + .03%
- Volume > than \$5MM: + .05%
- Volume > than \$10MM: + .10%

Revenue Share for Client's "Qualified Transactions":

Revenue Share 0.50% (50 basis points) of Client's applicable Qualified Transaction Net Purchase Volume.

No Revenue Share will be paid for any year if: (i) Client terminates the Agreement without cause before the end of the then current term, or (ii) UMB terminates the Agreement due to Client's default.

The amount of rebate earned may be affected by Client's late payments on its purchasing card account.

The participation of any member school district in MOCAAT's Commercial Card Marketing Program is subject to credit approval by UMB, at UMB's sole discretion.

Client's Annual Net Purchase Volume is the sum of Client's Standard Transactions and Qualified Transactions, minus refunds and credits, as applicable. Similarly, the Client's Annual Net Purchase Volume is the aggregate sum of each MOCAAT member school district's Standard Transactions and Qualified Transactions, minus refunds and credits, as applicable. Standard Transactions are all purchases using Cards issued under the Program that are subject to Visa's standard published interchange rates. Qualified Transactions include Large Ticket Transactions, Visa Partner Pricing Transactions, and any other transactions that are subject to non-standard interchange rates as determined by Visa. Large Ticket Transactions are all purchase transactions subject to Visa specifically designed programs to reduce interchange for merchants who accept high dollar transactions on credit cards, as defined by Visa. Visa Partner Pricing Transactions are those purchase transactions subject to an arrangement that Visa has made with a merchant under which the merchant pays less than the standard published interchange levels. Client's Annual Net Purchase Volume does not include cash advance transactions.

Changes to Applicable Revenue Share. The Revenue Share percentages reflected above will be in effect for the full initial term of the Agreement, unless substantial changes in rules governing interchange payments are imposed by statute or regulation, or unless Visa makes substantial changes to applicable interchange rates, in which case UMB reserves the right to modify both the revenue tiers and Revenue Share basis points for Standard and Qualified Transactions. While such statutory, regulatory, or association changes are difficult to predict, if they occurred, they would equally affect all issuers, and would be outside of the control of the issuer banks.

EXAMPLE of how Standard Transaction rebate is calculated

For the purpose of illustrating how UMB calculates Client's Standard Transaction rebate, we have provided an EXAMPLE revenue share table, methodology, and calculation below.

To calculate Client's Standard Transaction rebate, UMB first calculates Client's Annual Net Purchase Volume for the calendar year by adding Client's Net Purchase Volume for Standard Transactions to Client's Net Purchase Volume for Qualified Transactions (if any) for the same period. UMB then calculates the total MOCAAT member school districts' Annual Net Purchase Volume by aggregating each member school district's Net Purchase Volume for Standard Transactions and Net Purchase Volume for Qualified Transactions (if any) for the same period. The sum of Client's and MOCAAT member school districts' Annual Net Purchase Volume is then applied to Client's Revenue Share Table for "Standard Transactions" to determine the appropriate tier that will provide the correct basis points ("Rebate Percentage") to be applied to Client's Net Purchase Volume for Standard Transactions.

For example, using the table below, assume Client had \$230,000 in Standard Transactions for the calendar year and \$50,000 in Qualified Transactions. Assume further that the total of MOCAAT member school districts' (other than Client's) aggregate Standard Transactions are \$300,000 for the calendar year and \$60,000 in Qualified Transactions. \$230,000 plus \$50,000 plus \$300,000 plus \$60,000 equals \$640,000, which is between \$250,000 and \$749,999, or Tier B in the example table below. Tier B reflects 50 basis points for Annual Net Purchase Volume from \$250,000 to \$749,999. Therefore, UMB would multiply 50 basis points by \$230,000 (Client's Standard Transaction volume), which equals \$1,150 for the Client's Standard Transaction Revenue Share.

Revenue Share EXAMPLE for “Standard Transactions”: (for illustration purposes only)

Tier	From	To	Rebate Percentage
A	0	\$249,999	0.25%
B	\$250,000	\$749,999	.50%
C	\$750,000	\$999,999	.75%
D	\$1,000,000	+	1%

In addition to the Standard Transaction Revenue Share, UMB will also provide Client with a Qualified Transaction Revenue Share for the calendar year by multiplying Client’s Qualified Transaction Net Purchase Volume by 50 basis points. Using the example above, \$50,000 in Qualified Transactions multiplied by 50 basis points is \$250.

The total Revenue Share provided to Client under this example would be \$1,400; (\$1,150 Standard Transaction Revenue Share plus \$250 Qualified Transaction Revenue Share, equals \$1,400).