ADDENDUM TO SERVICE AND DEPOSIT AGREEMENTS FOR GOVERNMENT OR PUBLIC ENTITY CUSTOMERS

This Addendum to Service and Deposit Agreements for Government or Public Entity Customers ("Addendum") supplements and modifies the terms of the Master Agreement for Treasury Management Services (including any Customer Profile, Service Schedules, or other service terms) ("Master Agreement"), Deposit Agreement ("Deposit Agreement"), and/or Wire Transfer of Funds Agreement ("Wire Agreement"), as applicable, between the government or public entity customer identified on the signature page below ("Customer" or "you") and Regions Bank ("Bank", "we" or "us"). Master Agreement, Deposit Agreement, and Wire Agreement may collectively be referred to herein as the "Bank Agreements." Capitalized terms used but not defined in this Addendum shall have the meanings given in the Bank Agreements, as applicable. In the event of a conflict between the terms of this Addendum and the Bank Agreements, the terms of this Addendum shall control.

- 1. <u>Fees and Payment</u>. If the parties have agreed upon pricing for the Services pursuant to a separate pricing schedule or exhibit ("Negotiated Pricing"), the Negotiated Pricing shall control over Bank's standard fee schedules or Service Schedules. Fees and charges shall be collected as described in the Negotiated Pricing or as otherwise agreed by Bank and Customer.
- 2. <u>Confidentiality</u>. Customer acknowledges that public disclosure of Bank's Confidential Information, including but not limited to the Bank Agreements, Negotiated Pricing, or any bid submitted by Bank in response to a request for proposal, may put Bank at a competitive disadvantage or otherwise harm Bank's business. To the extent that information or records related to the Services or the Bank Agreements are required to be made available to the public under an open records law applicable to Customer, Customer agrees to limit disclosure of any such information or records that are Confidential Information to the maximum extent permitted by applicable law or the order of any court or governmental authority of competent jurisdiction. For the avoidance of doubt, Customer's disclosure of Confidential Information to the extent required pursuant to an open records law shall not be deemed a breach of Customer's confidentiality obligations under the Bank Agreements.
- 3. <u>Indemnification</u>. Customer's indemnification obligations under the Bank Agreements shall be limited to the extent required by applicable law based on Customer's status as a government or public entity, and nothing therein shall be deemed to waive or abrogate any defenses or immunities available to Customer under applicable state or local law.
- 4. <u>Amendments</u>. Bank's rights to amend the Bank Agreements are hereby modified such that Bank agrees that any amendments or modifications to the Bank Agreements, that are inconsistent with the Governing Law set forth in this Addendum shall not be applicable as to Customer. This Addendum, and the Governing Law set forth herein, shall apply to any such modified or amended Bank Agreements. Any modifications or amendments to the terms of this Addendum or to any Negotiated Pricing shall be in a writing signed by both Customer and Bank.
- 5. <u>Assignment</u>. Bank's right to assign the Bank Agreements or any of its right or obligations thereunder shall be limited to an assignment to its parent company or affiliate or an assignment in connection with a merger, consolidation, acquisition, or sale of all or substantially all of Bank's assets or stocks or a line of Bank's business related to the Services. Bank agrees to provide written

- notice to Customer in the event of any such assignment and Customer retains the right to terminate the Bank Agreements or any Services thereunder, if Customer objects to the assignment.
- 6. <u>Arbitration</u>. The arbitration provisions under the Bank Agreements shall be deleted in their entirety.
- 7. <u>Attorneys Fees; Collection Costs</u>. Any provisions of the Bank Agreements requiring Customer to pay Bank any attorney fees and/or collection costs are only enforceable to the extent permitted pursuant to applicable governing law.
- 8. <u>Governing Law, Venue</u>. The governing law provision of the Bank Agreements shall be amended to provide that the laws of the state where Customer is located will govern, and the exclusive venue for any legal action or proceeding arising out of or in connection with the Bank Agreements and the Services and transactions thereunder will be any court of proper jurisdiction located in such state.
- 9. Government Entity. Bank recognizes and acknowledges that Customer is entering the Master Agreement, Deposit Agreement, and/or Wire Agreement as a government agency, political subdivision, municipal corporation, school district, or other governmental or public entity, and as such, any of the Bank Agreements executed by Customer are enforceable against Customer only to the fullest extent permitted pursuant to applicable governing law, including the opinions of the attorney general of the state where Customer is located.

[SIGNATURE PAGE FOLLOWS]

REGIONS BANK

CUSTOMER:

By:

Print name: Laura Moose

Print title: Vice President

CUSTOMER:

Print title:

Print title:

Print title:

The parties have caused this Addendum to be executed by their duly authorized representatives as of the

Approved as to Content & Form

date set forth below.

Caroline Mockler, Esq.

Staff Counsel, HCSD 4:04 pm, 11/05/2025