Prepared for Burnet County

FINANCIAL PROPOSAL

February 15, 2024

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Financial Incentives — U.S. Programs

Annual Standard Volume Incentive
J.P. Morgan is pleased to offer a volume rebate based on annual Total Charge Volume and Settlement Terms for your programs. The Settlement Terms in your contract determine the volume rebate rate we apply to the annual Net Charge Volume for your programs, according to the schedule below.

Settlement Terms of 30 & 25 means your billing cycle has 30 calendar days and you have 25 calendar days after the cycle ends to make a payment.

Combined U.S. One Card and U.S. Virtual Card programs	
	Volume Rebate Rate applied to annual Net Charge Volume by Program Settlement Terms
Annual Total Charge Volume at or above:	*@ 30 & 25 Settlement Terms*
$250,000	0.15%
$500,000	0.30%
$1,000,000	1.00%
$2,000,000	1.05%
$3,000,000	1.10%
$4,000,000	1.12%
$5,000,000	1.14%
$6,000,000	1.15%
$7,000,000	1.16%
$8,000,000	1.17%
$9,000,000	1.18%
$10,000,000+	1.19%

Discount Interchange Rate
Should Client achieve the minimum annual Total Charge Volume required to earn a Volume Rebate as stated above, Bank will pay Client a rebate based on annual Discount Interchange Rate Transaction Volume associated with each Program. The rebate will be calculated as the Discount Interchange Rebate Rate (with categories as determined according to the following schedule) multiplied by the annual Discount Interchange Rate Transaction Volume for each respective category associated with each Program, subject to the rebate adjustments below.

Discount Interchange Rebate Rate for Combined U.S. One Card and U.S. Virtual Card programs Volume by Program Settlement Terms	
Settlement Terms	@ 30 & 25 Settlement Terms
Category 1	0.55%
Category 2	0.15%

Terms and Conditions

- This offer will be effective at time of contract signing.
- The U.S. One Card and U.S. Virtual Card programs will be on a Visa platform.
- Settlement of any centrally billed account must be made by automatic debit.
- You shall not be liable for fraudulent transactions provided you operate your program in accordance with J.P. Morgan's fraud reduction requirements (i.e., block required high risk MCCs, maintain reasonable security precautions and controls regarding accounts and transaction info, and comply with other requirements as J.P. Morgan may reasonably require from time to time).
- Credit losses will be deducted from all rebates. In cases where rebates earned are insufficient to cover these deductions, you will be invoiced for the difference.
- To qualify for rebates, you must be current at the time of rebate calculation/payment, meet Settlement Terms and not be in default under the contract. Rebates will be calculated annually in arrears and paid in the first quarter for the previous contract year and will be paid by wire transfer to an account that you designate.
- In the event that the network lowers its interchange rates, J.P. Morgan reserves the right to adjust rebates and fees accordingly.
- J.P. Morgan reserves the right to set Supplier Fees on the J.P. Morgan Virtual Connect Network and to adjust client rebates and fees accordingly.
- All clients are subject to prior credit approval before a firm commitment will be issued from J.P. Morgan.

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UNITED STATES

The following are the fees associated with U.S. One Card and U.S. Virtual Card programs:

STANDARD SERVICES AND FEES	
Late payment charge	Central bill: 1% of full amount past due assessed at end of the Cycle in which payment first became due and each Cycle thereafter Individual bill: 1% of full amount past due assessed 28 days after end of the Cycle in which payment first became due and each Cycle thereafter
International transaction	1.5% of the US Dollar amount charged
Standard card	$0.00
ADDITIONAL SERVICES AND FEES	
Cash advances	2.5% of amount advanced ($2.50 minimum with no maximum)
Convenience check	2% of check amount ($1.50 minimum with no maximum)
Executive card	$75 annual fee per card

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Pricing Assumptions, Definitions and Disclaimer — U.S. Programs

The proposed pricing for your requested card programs is based on the following assumptions:

COMMERCIAL CARD PROGRAMS			
	U.S. One Card	*U.S. Virtual Card*	*Total*
Annual Total Charge Volume	$1,100,000	$100,000	**$1,200,000**
Statement Billing Period	30	30	
Payment Days from Statement Date	25	25	
Cards	10	n/a	**10**
Contract Initial Term	5 years with one-year auto renewals		
Type of Liability, Billing, and Payment	Corporate, Central, Central	Corporate, Central, Central	

Definitions

"Net Charge Volume" means total charges made on any and all cards or accounts, net of returns, cash advances, convenience check amounts, and fraudulent transactions. U.S. Net Charge Volume does not include any Discount Interchange Rate Transaction Volume.

"Total Charge Volume" means the sum of Net Charge Volume and Discount Interchange Rate Transaction Volume.

"Discount Interchange Rate Transactions" means Transactions made on any and all cards or accounts, with an interchange rate or Supplier Fee below 2.00% under either applicable Credit Card Network rules or the JPMorgan Virtual Connect Network. Those Transactions include but are not limited to Large Ticket Transactions, level 3 Transactions, MasterCard and Visa Partnership programs, and any other programs entered into by the Networks, Client, Bank, merchant, or others whereby the parties to those programs have agreed to interchange rates or Supplier Fees below 2.00% for certain transactions. This does not include returns, cash advances, convenience check amounts, or Fraudulent Transactions.

"Discount Interchange Rate Transaction Volume" means total Discount Interchange Rate Transactions made on any and all cards or accounts. **Discount Interchange Rate Transaction Volume** is comprised of two categories based on the interchange rate of each transaction:

- **"Discount Interchange Transaction Volume Category 1"** covers all **Discount Interchange Rate Transaction Volume** with interchange rate or Supplier Fee 1.00% and above (interchange rates or Supplier Fee from 1.00% - 1.99%).
- **"Discount Interchange Transaction Volume Category 2"** covers all **Discount Interchange Rate Transaction Volume** with interchange rate or Supplier Fee below 1.00 % (interchange rates or Supplier Fee from 0.00 % -0.99 %).

"Supplier Fee" means the agreed upon fee(s) charged to merchants accepting payment through the JPMorgan Virtual Connect Network.

Disclaimer

We prepared this confidential and proprietary proposal exclusively for you in order to help you evaluate some of JPMorgan Chase Bank, N.A.'s products and services. In preparing this proposal, we have relied upon and assumed, without independent verification, the accuracy and completeness of all information provided by you, or otherwise obtained from public sources that we have otherwise reviewed.

This proposal:

- Is not legally binding
- Cannot be disclosed to a party other than the one we addressed and delivered it to, or its subsidiaries, and can only be used to evaluate the products and services here unless we otherwise agree in writing

- Is valid for 180 days; thereafter, we can change it at any point or upon any requested changes, which can result in a new proposal.

Any products, services, terms, or other matters described in this proposal (other than in respect of confidentiality) are subject to the terms of separate legally binding documentation and are subject to change without notice. Additionally, we make no representations about the legal, regulatory, tax or accounting implications of anything in this proposal.

Neither we nor any of our directors, officers, employees or agents are responsible or liable to you or any other party for the contents of this proposal, anything referred to in it, and anything discussed as a result of it.