

NOTICE: Master Services Agreement Addendum

PLEASE READ THIS NOTICE CAREFULLY AND UNDERSTAND THAT IT AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS WITH YOUR CONTRACTUAL RELATIONSHIP WITH E*TRADE FINANCIAL CORPORATE SERVICES, INC. ("ETCS"). UNDERSTAND THAT YOU HAVE THE RIGHT TO OBJECT TO THIS ADDENDUM. YOUR CONTINUED USE OF THE SERVICES WITHOUT OBJECTION CONSTITUTES ACCEPTANCE OF THE TERMS OF THIS ADDENDUM AND MODIFICATION OF THE MASTER SERVICES AGREEMENT.

December 8, 2021

Christopher Watt
City of Ocala
110 SE Watula Ave
Ocala, FL 34471

Dear Christopher Watt,

We are sending you this second notice concerning necessary modifications that must be made to the Master Services Agreement between you and ETCS. In December 2020 and as stated in our prior notice to you, ETCS' bank partner through which we provide you our services, Wells Fargo, N.A. (the "Bank Partner"), reclassified our status under the National Automated Clearing House Association Operating Rules ("NACHA Rules"). Due to this reclassification, we have incurred additional obligations under the NACHA Rules and must modify the Master Services Agreement in order to comply with Applicable Law and Regulations and continue providing you with our services. The attached Addendum reflects the necessary modifications. These modifications will not cause any disruptions to the services being provided to you and will not result in any additional fees.

Please sign and return this Addendum to the ETCS address listed for notices in the Master Services Agreement or email this Addendum to EmployerSupport@gradifi.com to acknowledge your acceptance of these modifications within 30 days of the date of this notice. If you do not respond to this notice within 30 days, your continued use of the services without objection will constitute your acceptance of the terms of the Addendum. If you have any questions, concerns, or would like to object to this Addendum, please email EmployerSupport@gradifi.com or call (844) 472-3434.

Sincerely,



Richard Cimino
Executive Director, Gradifi Solutions

ADDENDUM to the Master Services Agreement

1. **Applicability.** This Addendum modifies the Master Services Agreement previously executed between Vendor and Client, as well as any Service Orders issued and executed thereto. In the event of any conflict between the aforementioned agreements and the terms of this Addendum, this Addendum shall control.

2. **Definitions.**
 - a. “ACH” means Automated Clearing House.
 - b. “ACH Network” means the funds transfer system (network) governed by the NACHA Rules which provides for the inter-financial institution clearing of electronic entries for participating financial institutions.
 - c. “Applicable Law” means the laws of the United States, the laws of any state in which a party operates, United States federal regulations appearing in the Federal Register, and the NACHA Rules that apply to the services provided to Client under the Master Service Agreement and any Service Orders.
 - d. “Bank Partner” means the originating depository financial institution(s) that collects and issues entries on behalf of Vendor through the ACH Network.
 - e. “Entry” means the set information necessary to issue a credit or debit transaction through the ACH Network.
 - f. “NACHA Rules” means the National Automated Clearing House Association’s Operating Rules and Operating Guidelines that govern the funds transfer system of the ACH Network.

3. **Client’s Representations and ACH Network Obligations.**
 - a. Client acknowledges that it is an “Originator” under the NACHA Rules, and agrees to comply with all NACHA Rules applicable to Originators.
 - b. Client represents and warrants that prior to remitting any information regarding its employees to Vendor, Client obtains from its employees written authorization to perform payroll deductions and that any such authorizations clearly state (i) the pre-tax amount of any deduction or how the amount will be calculated, (ii) the frequency with which deductions will be made, and (iii) the employee’s accounts to which the deductions will be credited through an ACH transaction.
 - c. Client acknowledges and agrees that it authorizes Vendor to originate ACH entries on Client’s behalf to Client’s employees’ accounts at other financial institutions in order to provide the Services contemplated by the Master Service Agreement and any applicable Service Order(s).

4. **Audit and Review.** Without in any way impairing the rights of the parties under the Master Services Agreement, Client agrees, upon at least thirty (30) days written notice by Vendor, to permit Vendor and/or its Bank Partner to audit, inspect, and review its policies and processes for purposes of ensuring Client’s compliance with the Master Services Agreement, this Addendum, any Service Orders, and the NACHA Rules.

- 5. **Termination.** Without in any way impairing the rights of the parties under the Master Services Agreement, Client agrees that, if Vendor, its Bank Partner, or any regulator identifies Client’s breach of the NACHA Rules, Vendor may (i) immediately suspend the Services to Client until such time as Vendor, in its sole discretion, is satisfied Client’s breach is cured; and/or (ii) upon ten (10) days written notice, terminate the Master Service Agreement and discontinue services.

- 6. **UCC-4A Disclosures Regarding Electronic “Wholesale Credit” Transactions.**
 - a. Provisional Payment. Credit given by Bank Partner to Client, with respect to an ACH credit entry, is provisional until Bank Partner receives final settlement for such entry through a Federal Reserve Bank. If Bank Partner does not receive such final settlement, Client acknowledges and agrees that Bank Partner is entitled to a refund of the amount credited to Client in connection with such entry. The party making payment to Client via such entry (i.e. the originator of the entry) shall not be deemed to have paid Client in the amount of such entry.
 - b. Notice of Receipt of Entry. Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving Client’s account, Client acknowledges and agrees that Bank Partner is not required to give next day notice to Client of receipt of an ACH item and will not do so. Bank Partner will notify Client of all receipts of payments in periodic statements in the ordinary course.
 - c. Choice of Law. Bank Partner may accept on Client’s behalf payments to Client’s account which have been transmitted through one or more Automated Clearing Houses and which are not subject to the Electronic Fund Transfer Act. All rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws and courts identified in the Master Services Agreement.

In witness whereof, the undersigned have executed this Addendum to the Master Services Agreement between Vendor and Client as of the latter date set forth below.

DocuSigned by:
E*TRADE FINANCIAL CORPORATE SERVICES, INC.

By: Richard Cimino
3792869C151CAC6
 Name: Richard Cimino
 Title: Executive Director
 Date: 1/21/2022

CITY OF OCALA
 By: Sandra Wilson
 Name: Sandra Wilson
 Title: City Manager
 Date: 01 / 07 / 2022

Approved as to form and legality:

/s/ Robert W. Batsel, Jr.
 Robert W. Batsel, Jr.
 City Attorney

TITLE	RUSH REVIEW AND SIGNATURE REQUESTED - First Addendum - ...
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Chris Hervieux

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Richard Cimino

richard.cimino@etrade.com

Executive Director

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E-SIGN CONSENT AND AGREEMENT TO USE ELECTRONIC RECORDS AND SIGNATURES

As part of your relationship with us, we are required by law to give you certain information in writing, which means you are entitled to receive it on paper. We may provide this information, and other documents, to you electronically instead, with your prior consent. We also need your general consent to use electronic records and signatures in our relationship with you. Please read the information below carefully and if you can access this information electronically to your satisfaction and agree to the terms and conditions provided herein, please confirm your agreement by consenting to this E-SIGN Consent to Use Electronic Records and Signatures (this "E-Consent").

In this E-Consent:

- "We," "us," "our," or "First Republic" means First Republic Bank and/or its subsidiaries.
- "You" and "your" means the person giving this consent.
- "Authorized Email Address" means any email address provided to us by you, or by your authorized representative, as your email address or the email address of your authorized representative.
- "Communications" means any notices, disclosures, authorizations, agreements, account statements, tax forms and reports, acknowledgements and other documents that we are required, or we otherwise elect, to provide or make available to you, or that you submit, execute or agree to in connection with your relationship with us.
- "Current Version" means a version of software that is currently being supported by its publisher.
- "Tax Documents" means any tax forms or reports.

<p>1. Consent to Electronic Delivery</p>	<p>By accepting this E-Consent, any Communications may, at our option, be sent to you in the form of an electronic record and may be executed using electronic signatures. Your consent under this E-Consent shall apply to all Communications we may provide with respect to any and all accounts, products or services you elect to receive from us now or in the future, unless and until you withdraw your consent to this E-Consent as described below. Your consent applies to all accounts you own or are authorized to administer, or for which you are designated as an authorized signer or beneficiary.</p> <p>We may call you or send you text messages at the phone number(s) reflected in our records. You consent to our leaving prerecorded/artificial voice messages and using an automatic</p>
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	<p>telephone dialing system to call or text your mobile/cellular telephone number. Our calls and text messages to your mobile/cellular telephone numbers could result in charges to you.</p> <p>We may provide you with any Communication on paper, in our sole discretion, even though you have authorized electronic delivery. You must provide such Communications to us on paper unless we notify you how to deliver the notice to us electronically.</p>
<p>2. Electronic Records and Signatures Agreement</p>	<p>You agree that, notwithstanding any other provision in any agreement between you and us, whether now existing or entered into in the future, that:</p> <ol style="list-style-type: none"> a. An electronic or other copy of a signed Communication shall be considered as effective as an original. b. At our option, any Communication may be in the form of an electronic record and may be executed using electronic signatures. c. Communications may be sent electronically by us (i) by sending the Communication to the recipient’s Authorized Email Address, or (ii) by posting the Communication on a website and sending a notice to the recipient’s postal address or Authorized Email Address. d. In the absence of actual notice of non-delivery received by us, Communications sent electronically pursuant to this paragraph shall be effective when sent and shall constitute notice of the Communication. e. We may, at our option, use or accept manually signed paper Communications which have been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. If any promissory note issued to us, as lender, is electronically executed by you or your authorized representative (“Electronic Note”), you agree that we (and any person to whom we later transfer the Electronic Note), shall have the right to convert the Electronic Note at any time into a paper-based Note (“Paper-Based Note”), which will be an effective, enforceable and valid original written instrument. You also agree that (1) the execution of the Electronic Note will be deemed issuance and delivery of the Paper-Based Note, and (2) the printing of the representation of the electronic signature(s) upon the Paper-Based Note will be deemed the original signature(s) on the Paper-Based Note and will serve to

	<p>indicate the signer’s present intention to authenticate the Paper-Based Note.</p> <p>f. It is intended that this E-Consent (together with the definition of “Communication” as used in this E-Consent) is and will be deemed integrated into, and form a part of, all agreements between you and us, whether now existing or entered into in the future.</p>
<p>3. Tax Documents</p>	<p>You consent to electronic delivery of any Tax Documents. Each of the following applies to the electronic delivery of Tax Documents:</p> <p>a. You are not required to receive Tax Documents electronically.</p> <p>b. Your election to receive Tax Documents electronically allows us to electronically deliver any Tax Document which we are legally permitted to provide to you now or in the future until you withdraw your consent.</p> <p>c. You may receive a paper copy of any Tax Document by requesting a paper copy, as provided herein. Requesting a paper copy of a tax document will not be treated as a withdrawal of your consent to this E-Consent.</p> <p>d. You may withdraw your consent to this E-Consent at any time through the procedures provided herein. You may also change your preferences regarding electronic delivery of Tax Documents from time to time without withdrawing your consent to this E-Consent. Withdrawal of consent to receive Tax Documents electronically will not include Tax Documents previously provided electronically; such Tax Documents may continue to be provided online for the applicable posting period. We will confirm your withdrawal request and the date on which it takes effect in writing (either electronically or on paper). If you withdraw your consent, we will send you paper copies of any additional Tax Documents we are required to provide.</p> <p>e. The delivery of Tax Documents electronically may be terminated at any time by us. Further, we may make certain Tax Documents available electronically only for a limited time. Currently, such period of time for most Tax Documents is from January 31st or February 15th, as applicable, of the relevant year until October 15 of such year. Certain Tax Documents may be available electronically for a longer time. Certain Tax Documents that are provided electronically may have to be printed out and attached to a federal, state or local income tax return.</p>

	<p>f. If you need to update any information relevant to electronic delivery of Tax Documents, you may do so, as provided herein.</p> <p>g. We will notify you when each Tax Document is available by mail or electronically. We will notify you if any Tax Document cannot be delivered electronically.</p> <p>h. A description of the hardware, software and operating system required to access, print, and retain Tax Documents are set forth herein.</p>
<p>4. Hardware, Software, and Operating Systems Requirements</p>	<p>In order to access, view and retain electronic Communications, you must have an active email address and have access to the following:</p> <ol style="list-style-type: none"> 1. a Current Version of Microsoft Internet Explorer, Google Chrome, Mozilla Firefox or Apple Safari, 2. a connection to the Internet, 3. a Current Version of a program that accurately reads and displays PDF files, and 4. a computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form. <p>In some cases, you may also need a specific brand or type of device that can support a particular software application, including an application intended for particular mobile or handheld devices using a Current Version of Apple iOS® or Android™. From time to time, we may offer services or features that require that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your Internet browser is not properly configured, we will provide you with a notice and advice on how to update your configuration.</p> <p>We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use.</p> <p>If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain electronic Communications, we will give you notice of the revised hardware or software requirements. Continuing to use this service after receiving notice of the change is reaffirmation of your consent.</p>

<p>5. Change in E-Mail Address or Mobile Phone Number</p>	<p>You represent that any e-mail address and/or mobile number(s) you provide to us belongs to you or to a person who has the authority to act for the applicable account, product or service with us, or, where relevant, to make transactions against such account, product or service. It is important that you keep us informed of your correct e-mail address and mobile number(s). To let us know of a change in your e-mail address and/or mobile number(s) where we should send Communications electronically to you, send an e-mail message to us at eSignatures@firstrepublic.com and in the body of your request state: your previous e-mail address and/or mobile number(s), as appropriate, and your new e-mail address and mobile number(s). We may request additional information from you to verify your identity before changing your e-mail address and/or mobile number(s) we have on record.</p>
<p>6. Getting Paper Copies</p>	<p>You may request a paper copy of any electronic Communication we sent you. You may receive a paper copy of any Communication at no charge if your request is made within a reasonable time after we first provided the Communication to you. You acknowledge that we may charge a reasonable service fee, with prior notice to you, for the delivery of paper copies of Communications made outside of this period.</p> <p>To request a paper copy of any electronic Communication we previously provided to you, please email us at eSignatures@firstrepublic.com. In the body of the request, please provide us with (a) your Authorized E-Mail Address, (b) your full name, (c) US Postal address, (d) mobile number, and (e) which Communications you wish us to send to you. Requesting a paper copy of any Communication will not be treated as a withdrawal of your consent to this E-Consent.</p>
<p>7. Withdrawing Your Consent</p>	<p>You may withdraw your consent to receive electronic Communications at any time, and receive paper Communications instead. To inform us that you no longer wish to receive Communications electronically, please email at eSignatures@firstrepublic.com. In the body of the email, please provide us with (a) your Authorized E-Mail Address you had provided us, (b) your full name, (c) US Postal Address, (d) mobile number, and (e) the account numbers you wish to be covered by your withdrawal.</p>
<p>8. Consequences of Withdrawing Your Consent</p>	<p>If you elect to receive required Communications only in paper format, it may delay your transaction because of the time required to transmit paper between you and First Republic. Additionally, depending on the nature of the account, product or service we provide you, you may lose a discount or incur service fees, or the withdrawal may result in a</p>

	<p>termination or conversion of “digital only” accounts and services into a different or related account or service. Please refer to your account documents, or other related document from us, for additional information.</p> <p>Any withdrawal of your consent to receive Communications electronically will be effective only after we have a reasonable period of time to process your withdrawal. Your withdrawal does not apply to any Communication that was provided or executed electronically before the date on which your withdrawal of consent takes effect.</p>
<p>9. Indemnity</p>	<p>You agree to indemnify and hold us harmless from and against all claims, demands, proceedings, suits and actions and all liabilities, losses, expenses and costs, including attorneys’ fees and expenses, resulting from your failure to comply with the terms of this E-Consent, including without limitation, your failure to keep First Republic informed of your correct e-mail address.</p>
<p>10. Termination/ Changes</p>	<p>We reserve the right, in our sole discretion, to discontinue providing you with electronic Communications, or to terminate or change the terms and conditions of this E-Consent. This may include amending, adding to, or eliminating provisions of this E-Consent. We will provide you with notice of any such termination or change, as required by law.</p>
<p>11. Acknowledging Your Consent to this E-Consent</p>	<p>By consenting to this E-Consent, you are confirming to us that:</p> <ul style="list-style-type: none"> a. You have read, understand and agree to be bound by, and electronically signing, the terms and conditions contained in this E-Consent; b. You consent to receive Communications electronically and execute Communications using electronic signatures and records; c. You are able to download and review files in HTML and PDF format, and you have Internet access and can send and receive e-mails with links to websites; d. Your consent to receive Communications electronically and to use electronic records and signatures does not automatically expire and is not limited as to duration; e. You are authorized to provide consent on behalf of all co-applicants for, and co-owners of, any of your accounts with First Republic;

	<p>f. Communications contain important information and you agree to review all Communications in a timely manner; and</p> <p>g. First Republic and its agents will not be liable for any loss, liability, cost, expense, or claim for acting upon this E-Consent or arising from your use of the accounts, products or services provided pursuant to this E-Consent.</p>
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We recommend that you print, download or otherwise retain a copy of this E-Consent for your future reference.

FIDELITY ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

Electronic Signature Consent

Fidelity Brokerage Services LLC ("Fidelity") has established a relationship with DocuSign, an unaffiliated third party provider of esignature technology to enable you to sign your Fidelity account forms and your advisor's forms electronically. In order to utilize this technology, you must read and agree to the terms and conditions described below. Please contact your advisor if you have any questions.

Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document. By Clicking "I agree", the Account Owner(s) ("You") agree to receive and sign Fidelity account forms and agreements and Your advisors forms and agreements ("Account Forms") in electronic format. After You agree, You will be asked to answer a series of questions about Your personal information in order to authenticate Your identity. You must go through this process in order to view, electronically sign, print, download, and retain the Account Forms.

Getting paper copies

You may request paper copies of Account Forms provided to You electronically and You have the ability to download and print Account Forms You sign electronically through the DocuSign system. To request paper copies of the final versions of Account Forms You have signed electronically, please contact Your Advisor.

Withdrawing Your consent

If You agree to receive and sign Account Forms electronically, You may at any time withdraw Your consent by declining to sign Account Forms from within Your DocuSign session, and on the subsequent page, select the check-box indicating You wish to withdraw Your consent.

Changing Your E-mail Address

Please inform Your Advisor if You change Your email address. Once You have accessed documents for the first time and have created a DocuSign account You will be able to change Your email address online using DocuSign.

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files

Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, You will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging Your access and consent to receive materials electronically

By checking the 'I agree' box, You confirm that:

- You can access and read this Electronic Signature Consent; and
- You can print on paper this Electronic Signature Consent or save or send the Consent to a place where You can print it, for future reference and access; and
- Until or unless You notify Your Advisor as described above, You consent to sign Account Forms exclusively through electronic means.