



City of Chicago



O2022-949

Office of the City Clerk

Document Tracking Sheet

Meeting Date:

4/20/2022

Sponsor(s):

Dept./Agency

Type:

Ordinance

Title:

Amendment of Year 2022 Annual Appropriation Ordinance for transportation assistance program aimed at distributing prepaid transit cards and prepaid gas cards to high mobility hardship community areas

Committee(s) Assignment:

Committee on Budget and Government Operations

ORDINANCE

WHEREAS, the City of Chicago ("City") is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution; and

WHEREAS, as a home rule unit of government, the City may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, and welfare; and

WHEREAS, the City proposes to initiate a transportation assistance program to distribute up to 100,000 Prepaid Transit Cards and up to 50,000 Prepaid Gas Cards (each as hereafter defined) to be used, respectively, for using public transit within the City and for purchasing gas within the City ("Program"); and

WHEREAS, the purpose of the Program is to alleviate, in an equitable manner, the burden on City residents of recent increases in costs of goods and services, including without limitation recent steep increases in gas prices; and

WHEREAS, the City intends to allocate \$12,500,000 for the Program to purchase Prepaid Cards (as hereafter defined); and

WHEREAS, it is necessary to amend the 2022 Annual Appropriation Ordinance to effectuate the Program; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The foregoing recitals are adopted and incorporated into and made a part of this ordinance.

SECTION 2. For purposes of this ordinance, the following definitions shall apply:

"Applicant" means an individual who has applied for the benefits created under SUBSECTION (5)(a)(1), SUBSECTION (5)(a)(2) or SECTION 6 of this ordinance.

"Area Median Income" means the median household income for the Chicago Primary Metropolitan Statistical Area as calculated and adjusted for household size on an annual basis by the United States Department of Housing and Urban Development.

"CTA" means the Chicago Transit Authority.

"Director" means the City's Budget Director.

"High Mobility Hardship Community Area" means a geographic area within the City designated by the City, in partnership with a governmental or a non-governmental entity, as a high mobility hardship community area in accordance with a mobility hardship index developed in consideration of the following factors: travel times to work, income spent on transportation, and number of residents with a disability.

"Municipal Code" means the Municipal Code of Chicago.

"Prepaid Cards" means Prepaid Gas Cards and Prepaid Transit Cards.

“Prepaid Gas Card” means a debit card loaded with \$150, pursuant to this ordinance.

“Prepaid Transit Card” means: (i) a debit card loaded with \$50 and which can only be used to pay for public transit; or (ii) a \$50 value Ventra Transit Rider Card.

“Ventra Transit Rider Card” means an electronic fare payment card used to effect payments for transportation by CTA buses and trains and the Regional Transportation Authority’s suburban buses and trains.

SECTION 3. The 2022 Annual Appropriation Ordinance is hereby amended by striking the words and figures indicated and by inserting the words and figures indicated on Exhibit A attached hereto.

SECTION 4. The Director is authorized to purchase up to 100,000 Prepaid Transit Cards for the purpose of distributing such Prepaid Transit Cards as provided in SECTION 5 of this ordinance. The Director is further authorized to make a direct interagency transfer of funds, or otherwise effect payment, in an amount not to exceed \$5,000,000 from funds appropriated for the purpose of purchasing the Prepaid Transit Cards, as the Director deems appropriate.

SECTION 5. The Prepaid Transit Cards shall be distributed as follows:

- (a) The Director, directly or through an agreement with a governmental or a non-governmental entity, is authorized to distribute: (1) about 75,000 Prepaid Transit Cards to eligible Applicants who reside in one of the High Mobility Hardship Community Areas; and (2) about 25,000 Prepaid Transit Cards to eligible Applicants who reside in any part of the City. If the Director receives more applications than the number of Prepaid Transit Cards available for distribution, the Director shall use a lottery process to select beneficiaries among eligible Applicants. The lottery conducted for Citywide distribution shall have an equal number of Prepaid Transit Cards in each ward. The Director shall employ best efforts to distribute the approximate number of Prepaid Transit Cards as provided in subsection (a)(1) and (a)(2) of this Section. Provided, however, nothing provided in this Subsection shall be construed as prohibiting the Director from adjusting the distribution of Prepaid Transit Cards provided in this subsection in an equitable manner.
- (b) The distribution of Prepaid Transit Cards under this SECTION (5) shall be: (i) in the form of sending a debit card loaded with \$50 which can only be used to pay for public transit; or (ii) in the form of providing \$50 value Ventra Transit Rider Card, as the Director deems appropriate.

SECTION 6. The Director is authorized to distribute up to 50,000 Prepaid Gas Cards with \$150 value each for eligible selected Applicants. If the Director receives applications from more than 50,000 eligible Applicants to receive Prepaid Gas Cards under this SECTION 6, the Director shall use a lottery process to select beneficiaries among the eligible Applicants. The Director shall employ best efforts: (i) to distribute 75 percent of the Prepaid Gas Cards to eligible Applicants who reside in one of the High Mobility Hardship Community Areas; and (ii) to distribute, equally in each ward, the remaining 25 percent of the Prepaid Gas Cards to eligible Applicants who reside in any part of the City.

SECTION 7. In connection with the distribution of the first 10,000 Prepaid Gas Cards, the Director is authorized to enter into the Prepaid Card Program Agreement with North Lane

Technologies, Inc., substantially in the form attached hereto as Exhibit B, but with such revisions in text as the Director shall determine are necessary or desirable, the execution thereof, and any amendment thereto, by the Director to evidence the City Council's approval of all such revisions. In connection with the distribution of the remaining up to 40,000 Prepaid Gas Cards and the distribution of Prepaid Transit Cards, the Director is further authorized to enter into agreements with governmental or nongovernmental entities (including without limitation one or more amendments to the Prepaid Card Program Agreement attached hereto as Exhibit B) which contain terms comparable to, or which contain terms more favorable to the City than, the Prepaid Card Program Agreement attached hereto as Exhibit B, as in the judgment of the Director shall be in the best interests of the City.

SECTION 8. The following requirements shall apply for the Program:

- (a) To be eligible for any of the benefits created under this ordinance, an Applicant must be at least 18 years old and must have (i) a residential address in the City, (ii) household income of at or below 100 percent of the Area Median Income, and (iii) for those applying for a Prepaid Gas Card, a valid and current wheel tax emblem.
- (b) No Applicant shall be eligible for more than one of the three benefits created under SUBSECTION (5)(a)(1), SUBSECTION (5)(a)(2) or SECTION 6 of this ordinance.
- (c) No more than one Applicant per household shall be eligible for any of the benefits created under this ordinance.

SECTION 9. Notwithstanding the Prepaid Cards distribution caps provided in this ordinance, (1) if the Director determines that there is an insufficient number of applications to obtain Prepaid Gas Cards, the Director is authorized to use the excess funds available for the distribution of Prepaid Gas Cards to distribute, as provided in this ordinance, additional Prepaid Transit Cards; and (2) if the Director determines that there is an insufficient number of applications to obtain Prepaid Transit Cards, the Director is authorized to use the excess funds available for the distribution of Prepaid Transit Cards to distribute, as provided in this ordinance, additional Prepaid Gas Cards.

SECTION 10. In connection with the Program, the Chief Financial Officer, the City Comptroller, the Director, and the City Clerk are each authorized to execute and deliver such other documents and agreements and perform such other acts prior to or following the issuance of the Prepaid Cards as may be necessary or desirable in connection with the issuance of the Prepaid Cards and the administration and implementation of the Program.

SECTION 11. The Chief Financial Officer, the City Comptroller, the Director, and the City Clerk are authorized, jointly or separately, to adopt rules for the proper administration or implementation of this ordinance.

SECTION 12. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 13. This ordinance shall be published by the City Clerk, by causing to be printed in special pamphlet form at least five copies hereof, which copies are to be made available in her

office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 14. This ordinance shall be published by the City Clerk, by causing to be printed in special pamphlet form at least five copies hereof, which copies are to be made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 15. In light of the recent steep increases in gas prices and the need to provide assistance to City residents in an expedited manner, pursuant to 65 ILCS 5/1-2-4, SECTION 3 of this ordinance shall take effect immediately upon its passage and approval, if such passage is by a vote of at least two-thirds of the members of the City Council. In the event this ordinance passes by a majority vote of less than two-thirds of the members of the City Council, SECTION 3 of this ordinance shall take effect ten days after this ordinance's passage, publication as provided in SECTION 14 and approval.

The reminder of this ordinance shall take effect upon its passage and approval.

AMENDMENT TO 2022 BUDGET ORDINANCE - EXHIBIT A

0100 - Corporate Fund

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
20	Estimated Revenue for 2022		\$ 4,836,022,000		\$ 4,848,522,000
20	Total appropriable for charges and expenditures		\$ 4,887,422,000		\$ 4,899,922,000
22	Other Revenue		\$ 124,522,000		\$ 137,022,000
22	Total Revenue - Corporate Fund		\$ 4,836,022,000		\$ 4,848,522,000

AMENDMENT TO 2022 ANNUAL APPROPRIATION ORDINANCE - EXHIBIT A**Corporate Fund-0100**

Code	Department and Item	STRIKE		ADD	
		Number	Amount	Number	Amount
	99-Finance General				
.9754	Transportation Relief Fund				12,500,000

EXHIBIT B
PREPAID CARD PROGRAM AGREEMENT

This Prepaid Card Program Agreement (this "Agreement") is made and entered into as of _____, 2022 (the "Effective Date"), by and between North Lane Technologies, Inc., an Onbe company, a Delaware corporation having its principal place of business at 555 E. North Lane, Suite 5040, Conshohocken, PA 19428 ("North Lane") and City of Chicago, an Illinois municipal corporation, having its principal place of business at 121 N. LaSalle Street, Room 604, Chicago, IL 60602 ("Company").

WHEREAS, North Lane offers businesses prepaid card services for prepaid card programs; and

WHEREAS, Company desires to obtain from North Lane, and North Lane desires to provide to Company, the prepaid card services described in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

This Agreement consists of (i) this cover sheet; (ii) Schedule A, General Terms and Conditions (the "General Terms and Conditions"); (iii) the appendices to Schedule A marked by the parties below; (iv) one or more executed program schedules (which will be labeled as Schedule B-1, B-2, etc.) and (v) the Data Protection Requirements for Contractors, Vendors and Third Parties attached hereto as Schedule C (the "Data Policy"). Each of items (i) through (v) is incorporated in its entirety into this Agreement by reference as if set forth in full below.

Appendices:

☒ Appendix 1 to Schedule A – Provisions for Programs with Standard Issue Plastic Prepaid Cards

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Agreement as of the Effective Date in manner and form sufficient to bind the parties.

NORTH LANE:

North Lane Technologies, Inc., an Onbe company

COMPANY:

City of Chicago

By: _____

Name: _____

Title: _____

By: _____

Name: Susie Park

Title: Budget Director

Address for Notices:

555 E. North Lane, Suite 5040
Conshohocken, PA 19428
Attention: General Counsel
Email: legal@onbe.com

Address for Notices:

121 N. LaSalle Street, Room 604
Chicago, IL 60602
Attention : Budget Director
Email : Susie.Park@cityofchicago.org

Schedule A
General Terms and Conditions

1. **Definitions.** For the purposes of these General Terms and Conditions, the following terms have the meanings set forth below. Capitalized terms used in these General Terms and Conditions and not defined herein shall have the meaning ascribed to such terms in the Cover Sheet.

- (a) "**ACH**" means Automated Clearing House.
- (b) "**Affiliate**" means, with respect to any party hereto, any entity that is controlling, controlled by or under common control with such party. For this purpose, the term "control" and its derivatives means the ownership of more than 50% of the voting interests of an entity.
- (c) "**API**" means an application programming interface.
- (d) "**Applicable Law**" means (i) with respect to a party to this Agreement, all federal, state and local laws, statutes, regulations, rules, binding interpretations thereof, and court orders applicable to such party in the performance of its obligations or exercise of its rights under this Agreement and (ii) with respect to Issuer, all federal, state and local laws, statutes, regulations, rules, binding interpretations thereof, and court orders applicable to Issuer as an issuer of prepaid products.
- (e) "**Authorized User**" means each Company employee, other than the Program Administrator, that Company has authorized to access the Program Administrative Website.
- (f) "**Business Day**" means any day other than a Saturday, Sunday or day on which national banks are authorized or obligated to close.
- (g) "**Claims**" means third-party claims and related losses, damages, liabilities and expenses (including all taxes, interest, and fines and penalties imposed by governmental authorities and all legal costs such as reasonable attorneys' fees, court costs and settlement expenses).
- (h) "**Company Marks**" means the name, logo, and registered and common law trademarks and service marks of Company which may be used by North Lane or the Issuer in connection with the Program, as identified by Company from time to time.
- (i) "**Company Parties**" means Company and its Affiliates and their respective officers, directors, employees, agents, representatives and independent contractors.
- (j) "**Contribution**" has the meaning provided in Section 17(q).
- (k) "**Cover Sheet**" means the cover sheet to which these General Terms and Conditions are attached.
- (l) "**First Expiration Period**" has the meaning assigned to it in Schedule B-1.
- (m) "**FOIA**" has the meaning provided in Section 7(b).
- (n) "**Identified Parties**" has the meaning provided in Section 17(q).
- (o) "**Indemnified Party**" has the meaning provided in Section 12(c).
- (p) "**Indemnifying Party**" has the meaning provided in Section 12(c).
- (q) "**Issuer**" means Fifth Third Bank National Association or, with the prior written approval of Company, another FDIC-insured depository institution that issues the Prepaid Cards.
- (r) "**Issuer Marks**" means the name, logo, and registered and common law trademarks and service marks of Issuer.
- (s) "**IVR**" means an automated interactive voice response system accessible via a toll-free telephone number that is available twenty-four (24) hours per day and seven (7) days per week (excluding scheduled or necessary systems maintenance).
- (t) "**Marks**" means North Lane Marks and/or Company Marks, as the context requires.
- (u) "**Marketing Templates**" means template marketing materials provided by North Lane to Company for use, at Company's expense, in promoting the Program.
- (v) "**Mayor**" has the meaning provided in Section 17(q).
- (w) "**Network Rules**" means rules and compliance standards established by the applicable debit transaction networks.
- (x) "**North Lane Marks**" means the name, logo, and registered and common law trademarks and service marks of North Lane which may be used by Company in connection with the Program, as identified by North Lane from time to time.
- (y) "**North Lane Parties**" means North Lane and its Affiliates and their respective officers, directors, employees, agents, representatives and independent contractors.
- (z) "**NPI**" has the meaning provided in Section 10.
- (aa) "**Owners**" has the meaning provided in Section 17(q).
- (bb) "**Political Fundraising Committee**" has the meaning provided in Section 17(q).
- (cc) "**Prepaid Card**" has the meaning assigned to it in the applicable appendix.
- (dd) "**Program**" has the meaning assigned to it in the applicable appendix.
- (ee) "**Program Administrative Website**" means one or more secure website(s) or APIs established and maintained or utilized by North Lane to facilitate administration of the Program by Company and the transmission of information between North Lane and Company.

(ff) "Program Administrator" means an employee of Company authorized to (i) access the Program Administrative Website, including any on-line reports included therein, on behalf of Company, (ii) serve as the principal point of contact for Company on matters regarding the Program, and (iii) otherwise generally administer the Program on behalf of Company.

(gg) "Program Intellectual Property" means all trade secrets, patents and patent applications, design rights, know how, right in inventions (whether or not patentable), and all other intellectual property and proprietary rights (whether registered or unregistered, and any application for any of the foregoing rights), and all other equivalent or similar rights which may arise or exist, anywhere in the world in relation to, developed through, or result from North Lane's API used for the Program.

(hh) "Program Schedule" means a schedule (labeled Schedule B-1, B-2, etc.) that describes a Program under this Agreement and the associated fees.

(ii) "Second Expiration Period" has the meaning assigned to it in Schedule B-1.

(jj) "Services" has the meaning assigned to it in the applicable appendix.

(kk) "Term" has the meaning provided in Section 14(a).

2. Relation to Program Schedules and Appendices. In addition to specific terms applicable to a Program under the relevant Program Schedule and appendix or appendices, the General Terms and Conditions shall apply to each Program.

3. Program Administration. Company shall designate one or more Program Administrators, who may, in turn, designate one or more Authorized Users. Company shall notify North Lane of each designated Program Administrator and Authorized User. Company shall educate the Program Administrator(s) and Authorized User(s) about the initiation, implementation and maintenance of a Program using materials, procedures and information provided by or approved in advance in writing by North Lane. Company may change a Program Administrator or Authorized User by providing notice to North Lane. Company shall notify North Lane immediately upon termination of a Program Administrator's or Authorized User's employment or termination of such person's duties as Program Administrator or Authorized User. Company shall maintain reasonable administrative, technical and physical measures that are designed to limit access to the Program Administrative Website to Program Administrators and Authorized Users and to protect against any unauthorized access to or use of the Program Administrative Website. Neither North Lane nor the Issuer shall be liable for any claims arising from the fraudulent or unauthorized use of the Program Administrative Website by Program Administrators or Authorized Users (including, notwithstanding anything to the contrary in Section 12, Claims).

4. Limited License. North Lane hereby grants to Company, during the Term of this Agreement, a limited, non-exclusive, non-assignable, non-transferable right and license, in the United States, to use North Lane Marks and the Marketing Templates, as North Lane expressly authorizes, solely in connection with the Program. Company hereby grants to each of North Lane and Issuer, during the Term of this Agreement, a limited, non-exclusive, non-assignable, non-transferable right and license, in the United States, to use Company Marks as Company expressly authorizes, solely in connection with the Program. Each party agrees to use the other's Marks. North Lane agrees to cause Issuer to use the Company Marks, and Company agrees to use the Marketing Templates, only in the form and manner and with appropriate legends as prescribed from time to time by the other. Each party reserves the right to approve in advance all public uses of its Marks, and North Lane reserves the right to approve in advance all public uses of the Marketing Templates, other than use of materials previously approved by it. Company shall not use Issuer Marks without North Lane's prior approval. Each party represents and warrants that it has all necessary rights and authority to grant to the other, and with respect to Company, to Issuer, the limited license granted hereunder in such grantor party's Marks, and North Lane represents and warrants that it has all necessary rights and authority to grant to Company the limited license granted hereunder in the Marketing Templates. The parties acknowledge and agree that all use of Marks and the Marketing Templates and all goodwill associated with or deriving from the use of each other's Marks and the Marketing Templates by the parties under this license provision will inure to the benefit of the respective owners of such Marks and the Marketing Templates and their successors and assigns. Each party reserves all rights not expressly granted herein. EXCEPT AS PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ITS MARKS OR, BY NORTH LANE, WITH RESPECT TO THE MARKETING TEMPLATES.

5. Program Intellectual Property. Company may use the Program Intellectual Property only in furtherance of the Program. Without limiting the generality of the foregoing sentence, Company may not use the Program Intellectual Property to develop an API in furtherance of the issuance of prepaid cards by any party other than North Lane. The parties each acknowledge and agree that in the event of an unauthorized use of the Program Intellectual Property in breach of this Section 5, North Lane will suffer irreparable injury not compensable by money damages for which North Lane will not have an adequate remedy available at law. Accordingly, if North Lane institutes an action or proceeding to enforce this Section 5, North Lane shall be entitled to obtain, without the posting of any bond or security, such injunctive or other equitable relief from a court identified in Section 17(j) as may be necessary or appropriate to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition to and without prejudice to such other rights as North Lane may have, subject to the express provisions of this Agreement, at law or in equity.

6. Compliance with Applicable Law. In connection with its receipt or provision of the Services, as applicable, and its performance of this Agreement, Company and North Lane will each comply with Applicable Law.

7. Access to Information; Audit and Inspection.

(a) Access to Information. Subject to Applicable Law, Company will provide to North Lane all information and documents in its control or possession relating solely to the Program and Company's performance of its obligations with respect thereto that North Lane requests for the purpose of compliance with Applicable Law.

(b) Audit and Inspection. Company agrees that North Lane and any regulatory authorities which have jurisdiction over North Lane or Issuer shall have the right, as necessary for North Lane or Issuer to comply with Applicable Law and upon reasonable prior written notice from North Lane, to audit and inspect Company's books and records related solely to the Program and Company's performance of its obligations with respect thereto. Any such audit shall be conducted during Company's normal business hours and in a manner reasonably intended to minimize any disruption to Company's business, and shall not include inspection of any information which (i) Company is contractually obligated to maintain as confidential on behalf of a third party or (ii) which is exempt from disclosure under the Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("FOIA"). Any North Lane audit will be limited to one (1) time per twelve (12) month period; provided that North Lane may conduct more frequent audits as required by any regulatory authority having jurisdiction over North Lane or Issuer.

8. Program Fees. Company shall pay to North Lane the fees, if any, associated with the Services as provided on the applicable Program Schedule.

9. Confidentiality.

(a) Use and Disclosure. Each party agrees not to use any confidential or proprietary information received from the other party, and not to disclose such information to any third parties without the prior written consent of the disclosing party, except as may be reasonably necessary for it to perform its obligations or exercise its rights under this Agreement including, in the case of North Lane, disclosure of information to the Issuer for purposes of Prepaid Card issuance and servicing. Each party acknowledges and agrees that such confidential or proprietary information includes, but is not limited to, the terms of this Agreement, any software, product information, the form and format of reports and online computer screens, data transmissions, personal information regarding any individual designated by Company to receive a Prepaid Card or other form of payment under this Agreement, pricing information, and financial or other business or technical information of the other party, whether disclosed prior to the Effective Date for the purpose of communications, discussions, evaluations or negotiations between the parties in connection with this Agreement or on and after the Effective Date. Each party shall treat all information provided by the other as confidential or proprietary, so long as (i) the disclosing party identifies it as confidential or

proprietary or (ii) it reasonably appears to be confidential or proprietary because of legends or other markings, the circumstances of disclosure or the nature of the information itself. Each party agrees that it will use reasonable efforts to cause its agents and subcontractors to maintain the confidentiality of any confidential or proprietary information disclosed to it by the other party hereunder. Subject to Applicable Law, Network Rules, the Cardholder Agreement, and a party's record retention policies, and except as otherwise provided herein, upon termination, each party will return all confidential or proprietary information furnished hereunder to the party from which it was received, or provide written certification of the destruction of such confidential or proprietary information.

(b) Compelled Disclosure. In the event that a party is required by FOIA request, court order, subpoena, or other legal process to disclose any confidential or proprietary information of the other party, it will provide the other party with prompt notice thereof, unless such notice is prohibited by Applicable Law, so that the other party may seek an appropriate protective order or other appropriate remedy and/or waive compliance with this Section 9 with respect to such confidential or proprietary information. In the event that the party in receipt of the confidential or proprietary information is prohibited by Applicable Law from notifying the other party, the other party does not obtain such a protective order or other remedy, or the other party grants a waiver hereunder, the party in receipt of the confidential or proprietary information may furnish that portion (and only that portion) of the confidential or proprietary information which it is legally compelled to disclose and will exercise such efforts to obtain reasonable assurance that confidential treatment will be accorded any confidential or proprietary information so furnished as it would exercise in assuring the confidentiality of any of its own confidential or proprietary information.

(c) Exceptions. The restrictions on use and disclosure of confidential or proprietary information in this Section 9 shall not apply to information that is lawfully in the public domain; lawfully obtained on a non-confidential basis from a third party not owing an obligation of confidentiality to the disclosing party; lawfully in the receiving party's possession prior to the disclosure of such information by the other party; or independently developed by a party without the use or benefit of, or reference to, any confidential or proprietary information of the other party. Notwithstanding subsection 9(a), any party may use or disclose confidential or proprietary information received from the other party (i) to report, transmit, investigate and prevent incidences of fraud, misrepresentation or crime; (ii) as required by any regulatory authority having jurisdiction over it; (iii) to legal counsel of such party; (iv) in confidence, to accountants, banks and financing sources and their respective advisors; (v) if necessary in connection with the enforcement of this Agreement or rights under this Agreement; or (vi) to otherwise comply with Applicable Law.

10. Information Security. (a) North Lane will maintain commercially reasonable administrative, technical and physical measures consistent with payment card industry

data security standards that are designed to (i) ensure the security and confidentiality of non-public personal information provided to North Lane by Company ("NPI"), (ii) protect against any anticipated threats or hazards to the security and integrity of NPI, (iii) protect against any unauthorized access to or use of NPI that could result in substantial harm or inconvenience to Company or a person designated by Company to receive a Prepaid Card or other form of payment under this Agreement, and (iv) ensure the proper disposal of NPI. (b) Notwithstanding any other provision herein, North Lane agrees to comply with Company's Data Policy attached hereto as Schedule C.

11. Representations and Warranties of Parties Each party hereby represents and warrants that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized; (ii) it is duly qualified to transact business and is in good standing in every jurisdiction in which the character of the business conducted by it, or permitted to be conducted by it, makes such qualification necessary, except where the failure to be so qualified would not reasonably be expected to have a material adverse effect on its operations, business or financial condition; (iii) it has all requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder; (iv) this Agreement has been duly authorized, executed and delivered by it and, assuming the due authorization, execution and delivery hereof, this Agreement constitutes a valid and binding obligation of it enforceable in accordance with its terms; and (v) the execution and delivery of this Agreement by it and the performance by it of its obligations hereunder do not and will not conflict with or result in any violation of or default under any (A) with respect to North Lane only, provision of its certificate of incorporation or bylaws; (B) agreement, certificate or other instrument to which it is a party or by which it or any of its properties is bound; or (C) Applicable Law.

12. Indemnification.

(a) Indemnification by Company. Company hereby agrees to defend, indemnify and hold the North Lane Parties, Issuer and any successor of Issuer harmless from and against any and all Claims arising from or relating to: (i) a breach of any warranty or representation made by Company in this Agreement; (ii) a breach of any of Company's obligations under this Agreement; (iii) negligence or intentional misconduct of Company, its Affiliates or any of their independent contractors in connection with this Agreement; or (iv) the actual or alleged infringement on the intellectual property rights of a third party by any Company Marks, where, and to the extent that, such Marks are used by North Lane as contemplated under this Agreement and as permitted under Section 4.

(b) Indemnification by North Lane. North Lane hereby agrees to defend, indemnify and hold the Company Parties harmless from and against any and all Claims arising from or related to: (i) a breach of any warranty or representation made by North Lane in this Agreement; (ii) a breach of any of North Lane's obligations under this Agreement; (iii) negligence or intentional misconduct of North Lane, its

Affiliates, or any of their independent contractors in the performance of the Services; or (iv) the actual or alleged infringement on the intellectual property rights of a third party by any North Lane Marks or Marketing Templates, where, and to the extent that, such Marks and Marketing Templates are used by Company as contemplated under this Agreement and as permitted under Section 4.

(c) Indemnification Procedures. If either party (the "Indemnified Party") becomes aware of any Claim it believes is subject to indemnification hereunder, the Indemnified Party will give the other party (the "Indemnifying Party") prompt written notice thereof (including the basis on which indemnification is being asserted and copies of all relevant pleadings, demands and other papers related to the Claim); provided that the Indemnified Party's failure to notify the Indemnifying Party shall not diminish the Indemnifying Party's obligations under this Section 12 except to the extent that the Indemnifying Party is materially prejudiced as a result of such failure. The Indemnifying Party will have the sole and absolute right to control the defense of the Claim (or the prosecution or defense of any Claim involving such party's Marks or, with respect to North Lane, the Marketing Templates), at its own expense, including selection of counsel and control, defense, prosecution, negotiation, settlement or other disposition of such Claim. The Indemnified Party will cooperate fully with the Indemnifying Party and its counsel in the defense. Should the Indemnified Party desire to retain its own counsel, it may do so at its own expense. The Indemnifying Party may, upon consultation with the Indemnified Party, enter into any compromise or settlement of a Claim, and such compromise or settlement will be fully binding on the parties; provided, that no settlement or compromise shall be made without such Indemnified Party's prior written consent if the settlement or compromise involves anything other than the payment of money at settlement, including any performance by, or adverse admission of, the Indemnified Party.

13. Limitation of Liability and Disclaimer of Warranties.

(a) Limitation of Liability. EACH PARTY'S MAXIMUM AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT SHALL NOT EXCEED \$5,000,000 (FIVE MILLION DOLLARS). IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES, LOST REVENUES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCURRED BY THE OTHER PARTY. EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) Disclaimer of Warranties. THIS IS A SERVICE AGREEMENT, AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NORTH LANE DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING,

WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE) OF ANY SERVICES OR ANY GOODS PROVIDED OR INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT. Notwithstanding the foregoing, North Lane agrees to cause Issuer to issue provide functional Prepaid Cards within the time period specified in Section 3(c) of Appendix 1.

14. Term and Termination.

(a) Term. This Agreement will commence upon the Effective Date and continue for three (3) years after the first day of the month immediately following the issuance of the first Prepaid Card under this Agreement (the "Term").

(b) Termination at Direction of Governmental Authority. Either party may terminate this Agreement immediately upon notice to the other party if it is directed to terminate the Program by a governmental authority having jurisdiction over it.

(c) Termination at Direction of Issuer. North Lane may terminate this Agreement immediately upon notice to Company if North Lane is directed to do so by Issuer.

(d) Termination for Cause. Either party may terminate this Agreement in the event that (i) the other party breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of such breach from the non-breaching party; (ii) an involuntary or voluntary petition of bankruptcy is filed against or by the other party, or an order appointing a receiver, custodian, trustee, liquidator, or any other person with similar authority is entered with respect to the assets of the other party; (iii) an adverse judgment, order, or award is entered against the other party having a material adverse impact on the financial solvency of the other party; (iv) a sale of all or substantially all of the assets of the other party; or (v) any change in control over the voting shares or assets of the other party or its direct or indirect parent(s) occurs or is scheduled to occur. For this purpose, a "change in control" means the acquisition of more than 50% of the voting shares of an entity.

(e) Termination Without Cause. Either party may terminate this Agreement without cause upon ninety (90) days' prior written notice to the other party; provided, however, that if Company terminates this Agreement without cause, North Lane may invoice Company for the termination fees, if any, in the applicable Program Schedule.

(f) Effect of Termination. Termination or expiration of this Agreement shall not discharge either party from any obligation incurred prior to such termination or expiration.

15. Force Majeure. No party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, elements of

nature or other acts of God, any outbreak or escalation of hostilities, war, terrorism, riots or civil disorders, strikes or work stoppage, utility or telecommunications failures or fluctuations, epidemic or pandemic, governmental prohibitions or any other similar cause beyond the reasonable control of such party, except that each party shall be responsible for the timely payment of all of its financial obligations to the other party. In any such event, the non-performing party will be excused from any further performance and observance of the obligations so affected only for as long as such circumstances prevail and as long as such party continues to use commercially reasonable efforts to recommence performance or observance as soon as practicable.

16. Issuer Actions; Money Transmission. In each instance where this Agreement imposes an obligation on Issuer, North Lane shall arrange for Issuer to fulfill such obligation. The parties acknowledge that Issuer shall sell (if applicable) and issue the Prepaid Cards hereunder and that North Lane does not sell or issue Prepaid Cards or transmit funds on behalf of Company.

17. General.

(a) Notices. Any notice required or permitted under this Agreement shall be effective only if it is in writing and (i) personally delivered; (ii) sent by a nationally recognized overnight delivery service, with delivery confirmed; or (iii) faxed, if confirmed with an error-free transmission report, addressed as set forth in the Cover Sheet. Such notices shall be deemed to have been duly given on the Business Day of receipt, except that notices delivered after 5:00 p.m. shall be deemed to have been duly given on the next Business Day. A party may alter the address to which notices are to be sent by giving notice of such change in conformity with the provisions of this Section 17(a).

(b) Relationship of Parties. Nothing contained herein will be deemed or construed by the parties or any third party to create the relationship of agency, partnership, joint venture or employment by or among any of the parties hereto. Neither Company nor North Lane has any authority to enter into any contract or create any obligation or liability on behalf of, in the name of, or binding upon, the other.

(c) Entire Agreement. This Agreement, including all schedules, appendices, exhibits, statements of service, and attachments hereto, constitutes the complete and exclusive statement of the agreement by and among the parties, and supersedes all prior proposals and all other agreements, whether oral or written, by and among the parties relating to the subject matter hereof.

(d) Modifications and Waivers. No change, modification, or waiver of any term or condition of this Agreement will be valid unless it is in writing and signed by each party. A party's waiver of a breach of any term or condition in this Agreement will not be deemed a waiver of any subsequent breach of the same or another term or condition.

(e) Severability. The parties intend every provision of this Agreement to be severable. If a court of competent jurisdiction determines that any term or provision is illegal

or invalid for any reason, the illegality or invalidity will not affect the validity of the remainder of this Agreement.

(f) No Violation. Notwithstanding anything else contained in this Agreement, no party hereto shall be obligated to take any action such entity believes in good faith would violate, or would cause any of them to violate, Applicable Law or Network Rules. If the issuance of Prepaid Cards or other forms of payment under this Agreement in a jurisdiction is determined by either party or a governmental authority to contravene Applicable Law in such jurisdiction, or if either party reasonably believes that changes in, or regulatory interpretations of, Applicable Law make it commercially impractical to continue offering the Program in such jurisdiction, then the parties shall suspend the Program with respect to such jurisdiction upon thirty (30) days' prior written notice by either party to the other party.

(g) Assignment. Neither party may sell, assign or transfer this Agreement or any part thereof, either voluntarily or by the operation of law, without the prior written consent of the other party; provided, however, that either party may assign any or all of its rights and obligations under this Agreement to any Affiliate without the consent of the other party, provided that such Affiliate is fully capable of fulfilling such party's obligations under this Agreement and the assignment results from an internal corporate reorganization of such party. All of the terms and provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

(h) Subcontractors. North Lane may subcontract with one or more third parties to provide the Services, so long as North Lane has provided prior written notice to Company of any material subcontractor; and further provided that no such use of subcontractors will relieve North Lane of its obligations under this Agreement.

(i) Remedies Cumulative. Except as otherwise expressly provided herein, the remedies set forth in this Agreement will be cumulative and the assertion by one party of any right or remedy will not preclude the assertion by such party of any other right or the seeking of any other remedy.

(j) Governing Law; Jurisdiction and Venue. This Agreement will be governed and construed in accordance with the laws of the State of Illinois without reference to conflicts of law rules. Any legal action, including an original complaint or third party claim, by or in the right of either party to this Agreement or any action arising under or in any way related to this Agreement, including but not limited to any non-contract claim, will be brought and maintained exclusively in a state or federal court of competent subject matter jurisdiction in Chicago, Illinois, and the parties hereby submit to the personal jurisdiction and venue of such courts for the purpose of any such action or claim, and waive any defense related to personal jurisdiction, process or venue.

(k) No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of North Lane and Company, and will not confer any rights upon any person not expressly a party to this Agreement.

(l) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original for all purposes, but all of which when taken together will constitute only one agreement.

(m) Survival. Sections 5 (Program Intellectual Property), 9 (Confidentiality), 12 (Indemnification), 13 (Limitation of Liability and Disclaimer of Warranties), and 17 (General) will survive the termination or expiration of this Agreement.

(n) Publicity. Each party agrees that it will not release or publish news releases, announcements or other publicity relating to this Agreement or to the transactions contemplated herein without the prior review and written approval of the other party; provided, however, that each party may make such disclosures as are required by Applicable Law after making reasonable efforts in the circumstances to consult in advance with the other party.

(o) Further Assurances. In connection with the consummation of the transactions contemplated by this Agreement, if at any time after the date hereof North Lane so requests, Company shall execute and deliver any additional documents or instruments and perform any additional acts that may be reasonably necessary or appropriate for North Lane to provide the Services as contemplated hereby.

(p) Identifying Information. Company acknowledges that Applicable Law requires North Lane to obtain, verify and record identifying information about Company prior to providing the Services to Company. Accordingly, if Company is not an existing customer of North Lane's as of the Effective Date, Company shall provide the following information to North Lane: (i) Company's tax identification number, (ii) the names and positions of Company's principal officers, and (iii) any other information regarding Company's identity and structure that North Lane may reasonably request. Company acknowledges that North Lane may refuse to provide Services to Company before receiving and verifying the information required by this Section 17(p).

(q) Prohibition on Certain Contributions. Neither North Lane nor any person or entity who directly or indirectly has an ownership or beneficial interest in North Lane of more than 7.5% ("Owners"), nor spouses and domestic partners of such Owners (North Lane and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a Contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to her Political Fundraising Committee during (i) any period during which this Agreement is executory, (ii) the Term, and/or (iii) any period in which an extension of this Agreement is being sought or negotiated. North Lane represents and warrants that since the date Company approached North Lane regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to her Political Fundraising Committee. North Lane shall not: (x) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to her Political Fundraising

Committee; (y) reimburse its employees for a contribution of any amount made to the Mayor or to her Political Fundraising Committee; or (z) bundle or solicit others to bundle contributions to the Mayor or to her Political Fundraising Committee. The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4. Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, for which no opportunity to cure will be granted. Such breach and default entitle Company to all remedies (including without limitation termination for default) under this Agreement, at law and in equity. For purposes of this provision: (A) "Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code, and (B) "Political Fundraising Committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code.

Appendix 1

Programs with Standard Issue Plastic Prepaid Cards

Terms of this Appendix 1 apply to the provision of the Services (as defined in this Appendix 1) to Company.

1. Definitions. The following terms have the meanings set forth below.

- (a) “Cardholder Agreement” means the agreement between Issuer and a Prepaid Card cardholder specifying the terms and conditions for use of a Prepaid Card.
- (b) “Data File” means a file or other means of communication identifying the amounts authorized by Company to be allocated to each Prepaid Card for the benefit of each cardholder.
- (c) “Prepaid Card” means a plastic card with a magnetic stripe and/or chip that is issued by Issuer and may be used to purchase goods and services and to withdraw funds, if applicable.
- (d) “Program” means, the program described in this appendix pursuant to which (i) Issuer issues Prepaid Cards to recipients designated by Company, which may be used to purchase goods and services and to conduct other transactions, all as provided in this Agreement and the Cardholder Agreement, and (ii) Company facilitates the issuance of Prepaid Cards, funds the amounts underlying such Prepaid Cards, and performs other administrative services described in this Agreement.
- (e) “Services” means the issuance of Prepaid Cards and the performance of related services in connection with the Program, as described in this appendix.
- (f) “Set-Up Data” means the information that Issuer requires from time to time in order to issue a Prepaid Card to an individual.
- (g) “Specified Format” means an electronic file format specified by North Lane.
- (h) “Welcome Package” means a package consisting of: (i) a Prepaid Card; (ii) the Cardholder Agreement and promotional materials relating to the Prepaid Card; and (iii) any other North Lane or Issuer disclosures or notices relating to the Program.

2. Services to be Provided. Issuer will issue Prepaid Cards to individuals designated by Company who reside in the United States or its territories, and only in the jurisdictions determined by Company to be appropriate for use of the Program, according to the terms and conditions set forth in this Agreement. Company shall not designate an individual under the age of majority in the individual’s state of residence, unless Company has obtained a signed consent executed by such individual’s parent or legal guardian. For the avoidance of doubt, Program-specific details regarding funding amounts, fees and costs are as listed in the relevant Program Schedule.

3. Initiation of Services.

- (a) Set-Up Data. Company shall transmit Set-Up Data to North Lane through the Program Administrative Website in the Specified Format regarding each individual designated by Company to receive a Prepaid Card. North Lane may charge Company a fee, which will be determined by North Lane in its sole discretion, if Company and North Lane agree that Company may transmit Set-Up Data in a format other than the Specified Format.
- (b) Cardholder Verification. Prior to submitting Set-Up Data for an individual, Company shall verify the identity of such individual and shall collect and retain such individual’s name and address. Upon request, Company shall reasonably cooperate with North Lane to verify the identity of prospective Prepaid Card cardholders. North Lane may request and obtain information directly from a current or prospective cardholder to verify the identity of such individual.
- (c) Prepaid Card Distribution. Within two (2) Business Days after North Lane receiving Set-Up Data and any associated card order fees payable at funding and Issuer receiving the card funding amount for an individual, Issuer will issue a Prepaid Card for such individual and North Lane will mail a Welcome Package to the individual at the address provided to North Lane by Company in the Set-Up Data.

- (d) Prepaid Card Production and Design. Unless otherwise mutually agreed to by the parties, North Lane will produce and distribute a standard Prepaid Card to cardholders, which includes the cardholder's name embossed on the front of the Prepaid Card and which may include North Lane Marks and/or Issuer Marks.
4. Adding Value to Prepaid Cards (Reloading). If specified on the applicable Program Schedule that the Prepaid Cards are reloadable, Company may add to the funds accessible by a Prepaid Card, subject to Applicable Law and the Network Rules. Upon (a) North Lane's receipt and processing of a Data File and receipt of any associated load fees payable at funding and (b) Issuer's receipt of the card funding amount, Issuer shall credit the designated Prepaid Cards with the value indicated in the Data File. Each Data File shall be in the Specified Format. North Lane may charge Company a fee, which will be determined by North Lane in its sole discretion, if Company and North Lane agree that Company may transmit a Data File in a format other than the Specified Format.
 5. Funding. When requesting that Issuer issue a Prepaid Card or add to the funds accessible by a Prepaid Card, Company will provide, in immediately available funds, (a) to Issuer, a sum equal to the aggregate dollar value of such request, and (b) to North Lane, any associated card order fees payable at funding. Company may elect to provide the foregoing amounts by (i) delivering funds via wire transfer or ACH transfer to an account identified by Issuer or North Lane, as applicable, or (ii) in any other manner as mutually agreed by the parties. Company acknowledges that it may take up to two (2) Business Days for funds to be received via the ACH.
 6. Errors and Correction. Company shall be solely responsible for (a) providing North Lane with the correct Set-Up Data, (b) providing Issuer with the correct funding amount, and (c) the accuracy of the Data Files. North Lane shall have no liability to Company or any third party arising out of (i) Company's failure to provide North Lane with the correct Set-Up Data, (ii) Company's failure to provide Issuer with the correct funding amount or (iii) errors in a Data File. Company shall promptly notify North Lane of any errors in Set-Up Data, funding amount or a Data File and shall be responsible for the resolution of disputes with Prepaid Card cardholders arising from such errors.
 7. Non-Issuance, Suspension or Cancellation. Issuer shall not be obligated to issue a Prepaid Card and may suspend or cancel any Prepaid Card for reasons of compliance with Applicable Law, Network Rules or safe and sound banking practices. If Issuer fails to issue, suspends or cancels a Prepaid Card, North Lane will notify Company as soon as reasonably practicable. Except as prohibited by Applicable Law, Issuer shall return to Company any funds underlying a cancelled Prepaid Card and any funds for a Prepaid Card that Issuer fails to issue.
 8. Cardholder Support. North Lane will maintain an IVR, call center and website through which cardholders may access information relating to their Prepaid Cards. If Company is contacted by a cardholder regarding the Program, including with respect to a Prepaid Card that is expired, lost or stolen. Company shall refer the cardholder to the North Lane call center.
 9. Loss Protection. Following notification by Company and/or a Prepaid Card cardholder, Issuer will deactivate any lost or stolen Prepaid Card, and subject to Applicable Law, credit the cardholder's remaining unused balance to a replacement Prepaid Card, and North Lane will deliver the replacement Prepaid Card to the current United States address on file with North Lane.
 10. Marketing Materials. Company may, at its sole cost and expense, create and/or distribute marketing materials to promote the Program and other communications regarding the Program. Company shall obtain North Lane's prior written approval of all such materials.
 11. Facilitation of Program. Company will not facilitate Prepaid Card issuance or usage for any purpose other than the Program purpose described in Section 1 of the applicable Program Schedule. Without limiting the foregoing, Company will not market or promote the Prepaid Cards as gifts or for gifting purposes and Company will not directly or indirectly offer, advertise or otherwise promote the Prepaid Cards for sale to the general public.
 12. Representations, Warranties and Covenants of Company. Company represents, warrants and covenants that (i) as of the date Set-Up Data is transmitted to North Lane, Company is authorized to disclose the Set-Up Data to North Lane to the extent authorization is required by Applicable Law, (ii) as of the date each Data File is transmitted by Company to North Lane, the information contained in such Data File is current, accurate and complete and each individual included in such Data File resides in a jurisdiction that Company has determined to be appropriate for use of the Services and (iii) for each individual under the age of majority in the individual's state of residence that is designated to receive a Prepaid Card, Company has obtained a signed consent executed by such individual's parent or legal guardian.

Schedule B – 1

Program Schedule

1. **Program Description.** Issuer will issue non-reloadable Prepaid Cards each in the amount of \$150 (or such other amount as Company may direct and North Lane may agree) with twelve (12) month expiration period (“First Expiration Period”) to individuals identified by Company in connection with a citizen support program offered by Company. Issuer will not charge any fee to Company or any designated individual in connection with the Prepaid Cards and, except as otherwise described in the last sentence of this Section 1, will not deduct from the \$150 for any fee or charge imposed by North Lane or Issuer. Prepaid Cards will be spend-restricted based on MCC filtering (e.g., useable only for buying gasoline at gas stations located within the limits of the City of Chicago), as agreed upon by Company and North Lane. If at the end of the First Expiration Period a Prepaid Card shall have an amount of unused funds, the cardholder of such Prepaid Card shall, during the first (6) months following the end of the First Expiration Period, have the option of requesting that Issuer issue a new non-reloadable Prepaid Card to such cardholder in the amount of such unused funds. Upon receiving such request, Issuer will promptly issue a new non-reloadable Prepaid Card to such cardholder in the amount of such unused funds for a new 12-month expiration period (“Second Expiration Period”). At the end of the Second Expiration Period, cardholders with unused funds on such Prepaid Cards shall not have an option of requesting issuance of a new Prepaid Card. The first reissue for a Prepaid Card shall be at no cost to Company or Cardholder. Cardholder (and not Company) may be charged a fee for any subsequent reissue, subject to the terms of, and as further specified in, the Cardholder Agreement.
2. **Estimated Issuance.** 10,000 Prepaid Cards. Company shall have the option to cause Issuer to issue additional Prepaid Cards, in amounts and at times specified by Company up to an aggregate amount of 40,000 additional Prepaid Cards (or such other amount as the parties may agree); Company shall exercise this option (which may be exercised at one or more times up to the aggregate amount limit) by giving written notice to North Lane.
3. **Program Jurisdiction.** United States.
4. **Program Launch Date.** [TBD]
5. **Program Term.** The one-year period measured from the first day of the month immediately following the issuance of the first Prepaid Card under the Program until the one-year anniversary thereof and each one year period thereafter shall be a “Program Year.”
6. **Formats Other Than Specified Format.** Notwithstanding Section 4 of Appendix 1, North Lane may not charge Company any fee, if Company and North Lane agree that Company may transmit a Data File in a format, mutually agreed between Company and North Lane, other than the Specified Format.
7. **Fee Schedule.** Company shall pay North Lane the following fees in connection with the Program, in the amounts and at the times set forth below. Amounts listed below are inclusive of all fees and costs.

Service Fees and Payment Schedule		
FEE TYPE	AMOUNT OF PAYMENT	TIMING OF PAYMENT
Program Setup and Implementation Fee	WAIVED	WAIVED
Card Fee	\$0.00 per Prepaid Product	N/A

8. **Unused Funds.** Issuer shall disburse to North Lane any unused funds remaining on any Prepaid Card issued by Issuer (a) no earlier than seven months after the end of the First Expiration Period, for Prepaid Cards for which no request has been received by Issuer by the cardholder (as described in Section 1 above) to issue a new Prepaid Card in the amount of such unused funds, and (b) no earlier than after the end of the Second Expiration Period, for Prepaid Cards for which Issuer has issued a new Prepaid Card to the cardholder in the amount of such unused funds. For the avoidance of doubt, any such unused funds shall be returned to North Lane and Company shall have no right to any such funds.
9. **Payment Reversals.** Company will not be charged a fee for reversals of program files or reversals of individual payments (also referred to as “stop payments”) that are performed by Company through the Program Administrative Website or that are manually performed by North Lane. Company acknowledges that Issuer cannot reverse a payment if the associated funds have been utilized by the cardholder. Except in the case of Payment Reversals due to “stop payments”, as of the date each Data File is transmitted by the Company, the information contained in such Data File is not subject to disbursement adjustment or reconciliation by the Company.
10. **Alternative Delivery.** Prepaid Cards are not subject to alternate delivery, including, but not limited to, a rush process order, express or overnight delivery, bulk mailing, or forwarded address request.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Program Schedule as of _____, 2022, in manner and form sufficient to bind the parties.

NORTH LANE:

North Lane Technologies, Inc., an Onbe company

COMPANY:

City of Chicago

By: _____

Name: _____

Title: _____

By: _____

Name: Susie Park

Title: Budget Director

Schedule C

Data Protection Requirements for Contractors, Vendors and Third-Parties

North Lane agrees to comply with the following:

“Breach” means the acquisition, access, use, or disclosure of Protected Information that compromises the security or privacy of the Protected Information.

“Card Data” means (i) numeric information associated with a prepaid card issued by the Issuer and that is not provided by Company, including without limitation primary account number (or PAN), CVV, expiration date, balance, and transaction history and (ii) the name, address, home or personal phone number, and personal email address of the cardholder that is maintained for the issuance and operation of prepaid cards, and in each case in association with either: (a) the issuance and registration of prepaid cards; (b) the proper operation of prepaid cards issued by Issuer when used to undertake transactions through the relevant brand network (e.g. Mastercard), (c) the closing of such prepaid cards upon the expiration of the prepaid card, or associated account, as appropriate; or (d) satisfaction of the Issuer’s regulatory obligations and risk-mitigation programs, including without limitation compliance with relevant anti-money laundering programs, sanctions (including OFAC) compliance, and know-your-customer requirements.

“City” means the City of Chicago.

“Contractor” means an entity that receives or encounters Protected Information. Contractor includes, without limitation, entities that store Protected Information, or host applications that process Protected Information. The provisions of this Data Policy includes not only the entity that is a signatory to this Policy but all subcontractors, of whatever tier, of that entity, the signatory must inform and obtain the agreement of such subcontractors to the terms of this Data Policy.

“Protected Information” means all data provided by City to Contractor or encountered by Contractor in the performance of the services to the City, including, without limitation, all data sent to Contractor by City and/or stored by Contractor on its servers. Protected Information includes, but is not limited to, employment records, medical and health records, personal financial records (or other personally identifiable information), research data, and classified government information; provided, Protected Information expressly does not include Card Data. To the extent there is any uncertainty as to whether any data constitutes Protected Information, the data in question shall be treated as Protected Information.

1. General. Notwithstanding any other obligation of Contractor under this policy, Contractor agrees that it will not lose, alter, or delete, either intentionally or, to the best of its ability, unintentionally, any Protected Information, and that it is responsible for the safe-keeping of all such information, except to the extent that the City directs the Contractor in writing to do so.
2. Access to Data. In addition to the records to be stored / maintained by Contractor, all records that are possessed by Contractor in its service to the City of Chicago to perform a governmental function are public records of the City of Chicago pursuant to the Illinois Freedom of Information Act (FOIA), unless the records are exempt under FOIA. For the avoidance of doubt, Card Data is not Protected Information nor considered public records of the City of Chicago. FOIA requires that the City produce records in a very short period of time. If the Contractor receives a written request from the City to produce records that are reasonably described, the Contractor shall do so within 72 hours of the notice, or such longer time period as may be agreed between the parties, for example in the case of a records request made for a commercial purpose or a voluminous request.
3. Minimum Standard for Data at Rest and Data in Motion. Contractor must, at a minimum, comply, in its treatment of Protected Information, with National Institute of Standards and Technology (NIST) Special Publication 800-53 Moderate Level Control. Notwithstanding this requirement, Contractor acknowledges that it must fully comply with each additional obligation contained in this policy.
4. Where Data is to be Stored. All data must be stored only on computer systems located in the continental United States.
5. Requirement to Maintain Security Program. Contractor acknowledges that the City has implemented an information security program to protect the City’s information assets, which Program is available on the City website at https://www.chicago.gov/content/dam/city/depts/dgs/InformationTechnology/CoC_IT_IS_Policy_Set_ver_RC_05.pdf (such policy as of the Effective Date being the “City Program”). Contractor shall be responsible for establishing and maintaining an information security program that is designed to: (i) ensure the security and confidentiality of Protected Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Protected Information; (iii) protect against unauthorized access to or use of Protected Information; (iv) ensure the proper disposal of Protected Information; and, (v) ensure that all subcontractors of Contractor, if any, comply with all of the foregoing.
6. Undertaking by Contractor. Without limiting Contractor’s obligation of confidentiality as further described herein, in no case shall the safeguards of Contractor’s information security program be less stringent than the information security safeguards used by the City Program.
7. Right of Audit by the City of Chicago. The City of Chicago shall have the right to review Contractor’s information security program prior to the commencement of Services and from time to time during the term of this Agreement. During the performance of the Services, from time to time and upon prior reasonable written notice, the City of Chicago, at its own

expense, shall be entitled to perform, or to have performed, an on-site audit of Contractor's information security program. In lieu of an on-site audit, upon request by the City of Chicago, Contractor agrees to complete, within forty-five (45) days of receipt, an audit questionnaire provided by the City of Chicago or the City of Chicago's designee regarding Contractor's information security program. Any such audit shall be conducted during Contractor's normal business hours and in a manner reasonably intended to minimize any disruption to Contractor's business, and shall not include inspection of any information which Contractor is contractually obligated to maintain as confidential on behalf of a third party. Any such audit will be limited to one (1) time per twelve (12) month period; provided that the City of Chicago may conduct more frequent audits as required by any regulatory authority having jurisdiction over the City of Chicago.

8. Audit by Contractor. No more frequently than annually, upon request by the City of Chicago, North Lane shall, and shall use reasonable best efforts to cause the other Contractors to, conduct an independent third-party audit of its information security program and provide such audit findings to the City of Chicago, all at the Contractor's sole expense. For the purposes of this Agreement, an annual PCI AOC may serve as a third-party audit provided it is performed by a qualified and certified PCI security assessor ("PCI QSA").
9. Audit Findings. Contractor shall implement at its sole expense any remedial actions identified as a result of the audit.
10. Demonstrate Compliance - PCI. No less than annually, North Lane agrees to demonstrate compliance with PCI DSS (Payment Card Industry Data Security Standard). Upon City's request in compliance with Section 7 of this Schedule C, North Lane must be prepared to demonstrate compliance of any system or component used to process, store, or transmit cardholder data that is operated by the Contractor as part of its service. Similarly, upon City's request in compliance with Section 7 of this Schedule C, Contractor must demonstrate the compliance of any third party it has sub-contracted as part of the service offering and that processes payment card data in such capacity. As evidence of compliance, the Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA.
11. Data Confidentiality. Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could reasonably be expected to result in substantial harm to the City of Chicago or an individual identified with the data or information in Contractor's custody.
12. Compliance with All Laws and Regulations. Contractor agrees that it will comply with all applicable laws and regulations.
13. Limitation of Access. Contractor will not knowingly permit any Contractor personnel to have access to any City of Chicago facility or any records or data of the City of Chicago if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or (ii) a felony. Contractor must, to the extent permitted by law, conduct a check of public records in all of the employee's states of residence and employment for at least the last five years at the time of hire in order to verify the above. Contractor shall use its reasonable best efforts to ensure its subcontractors comply with these obligations and shall monitor the subcontractors' compliance with such obligations.
14. Data Re-Use. Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor other than as necessary to provide the Services. As required by Federal law, other than as necessary to provide the Services, Contractor further agrees that no City of Chicago data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by an officer of the City of Chicago with designated data, security, or signature authority. Without limiting the confidentiality, data protection and intellectual property rights terms set forth herein or in the Agreement, Contractor has a perpetual right to use aggregated, anonymized, and statistical data ("Aggregated Data") derived from the Services provided to the City of Chicago, and nothing herein shall be construed as prohibiting Contractor from utilizing the Aggregated Data in the provision of its Services or for operating purposes.
15. Safekeeping and Security. Contractor will be responsible for safekeeping all keys, access codes, passwords, combinations, access cards, personal identification numbers and similar security codes and identifiers issued to Contractor's employees, agents or subcontractors. Contractor agrees to require its employees to promptly report a lost or stolen access device or information to their primary business contact.
16. Mandatory Disclosure of Protected Information. If Contractor is compelled by law or regulation to disclose any Protected Information, the Contractor will provide to the City of Chicago with prompt written notice so that the City of Chicago may seek an appropriate protective order or other remedy. If a remedy acceptable to the City of Chicago is not obtained by the date that the Contractor must comply with the request, the Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.
17. Data Breach. Contractor agrees to comply with all laws and regulations relating to data breach, including without limitation, the Illinois Personal Information Protection Act and other applicable Illinois breach disclosure laws and regulations. Contractor will immediately (within one (1) business day) notify the City if security of any Protected Information has been breached, and will provide information as to that breach in such detail as reasonably requested by the City. Contractor will, if

reasonably requested by the City and in compliance with applicable laws, notify any affected individuals of such breach at the sole cost of the Contractor.

18. Data Sanitization and Safe Disposal. All physical and electronic records must be retained per federal, state and local laws and regulations, including the Local Records Act. Where disposal is approved, the Contractor agrees that prior to disposal or reuse of all magnetic media (e.g. hard disk, floppy disk, removable media, etc.) which may have contained City of Chicago data shall be submitted to a data sanitization process which meets or exceeds DoD 5220.28-M 3-pass specifications. Certification of the completion of data sanitization shall be provided to the City of Chicago upon request. Acceptance of Certification of Data Sanitization by the Information Security Office of the City of Chicago is required prior to media reuse or disposal. All other materials which contain City of Chicago data shall be physically destroyed and shredded in accordance to NIST Special Publication 800-88, Guidelines for Media Sanitization, specifications.
19. End of Agreement Data Handling. The Contractor agrees that upon termination of this Agreement it shall return all data to the City of Chicago in a useable electronic form, and erase, destroy, and render unreadable all data in its entirety in accordance to the prior stated Data Sanitization and Safe Disposal provisions. Data must be rendered in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities. Certification in writing that these actions have been completed must be provided within 30 days of the termination of this Agreement or within 7 days of a request of an agent of the City of Chicago, whichever shall come first.



CITY OF CHICAGO



COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS
CITY COUNCIL

CITY HALL - ROOM 200
121 NORTH LASALLE STREET
CHICAGO, ILLINOIS 60602

ALDERMAN PAT DOWELL
CHAIRMAN

PHONE: 312-744-3166
FACSIMILE: 312-744-9009

April 27, 2022
CHICAGO, ILLINOIS

TO THE PRESIDENT AND MEMBERS OF THE CITY COUNCIL:

Your Committee on the Budget and Government Operations which was referred an ordinance amending the 2022 Annual Appropriation Ordinance and creating a transportation assistance program.
(O2022-949)

Having the same under advisement, begs leave to report and recommend that Your Honorable Body **Pass** the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the committee present with dissenting votes from Vice-Chair Silverstein, Alderman Hairston, Alderman Sawyer, Alderman Sadlowski-Garza, Alderman Quinn, Alderman Curtis, Alderman Tabares, Alderman Ramirez-Rosa, Alderman Villegas, Alderman Sposato, Alderman Reilly, and Alderman Smith on April 20, 2022.

(signed)

Pat Dowell, Chairman
Committee on the Budget and Government
Operations

APPROVED

Celia Mesa
CORPORATION COUNSEL

DATED: 4/28/22

APPROVED

Lori E. Lightfoot (CM)
MAYOR

DATED: 4/28/22