

## Consulting Agreement

This Agreement is by and between the American Bankers Association (“ABA”), a District of Columbia nonprofit corporation (referred to herein as “ABA”) with its principal place of business at 1120 Connecticut Ave., NW, Washington, D.C. 20036, and Jeff Relf (“Consultant”), an individual, who resides at 4547 19<sup>th</sup> Ave, NE, Apt 12, Seattle, WA 98105, together, “the Parties”.

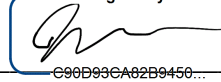
ABA and Consultant agree as follows:

- 1) Duties of Consultant. Consultant agrees to provide ABA with on-demand technical support services for the existing ABA Bank Exec software program (“Services”).
- 2) Description of Services. Consultant will provide ad-hoc consulting services and support for the ABA BankExec program on-demand whenever a technical issue arises with the software. Due to the urgent nature of technical support requirements, Consultant agrees to respond within 24 hours of the request and to actively work to resolve issue resolution based on the type and urgency of the issue. Additionally, Consultant shall perform the following tasks:
  - A. Maintain and update the ABA Bank Simulation Models – BankExec, BankExec International and BankSim (“Programs”).
  - B. Consult with ABA Program Manager to customize the Programs to meet the requirements of the ABA.
  - C. Provide general maintenance of the computer simulations of the Programs.
  - D. Update manuals when models are updated.
  - E. Provide additional minor improvements to models as needed.
  - F. Update the model economies on a regular basis.
  - G. Fix mistakes found by model users in the field.
  - H. Regularly test the models to assure accuracy of the simulations.
  - I. Maintain general availability to answer questions concerning the simulations and problems found during installation or field use.
- 3) Payment for Services. ABA agrees to pay Consultant a fee of \$500 per month for the Term. Consultant agrees to submit a monthly invoice to the attention of April Faulk, [afaulk@aba.com](mailto:afaulk@aba.com), 202-663-5079.
- 4) Term. This Agreement shall be in effect from September 1, 2018, through December 31, 2019. Consultant agrees that he received his monthly fee for September, October, November and December 2018.
  - A. This Agreement may be terminated upon one month written notice by either Party for any reason prior to the conclusion of the Agreement’s term. The Parties agree to confer two weeks in advance of the expiration of the term to address any renewal of this Agreement.
- 5) Reimbursement for Expenses. Reimbursable expenses shall not exceed two hundred fifty dollars (\$250) without prior, express approval from the ABA. All expenses shall be

forwarded on a monthly basis with appropriate documentation detailing the purpose and amount of the expense. Expenses shall be reimbursed within thirty (30) days from receipt of proper documentation. Clare Marsch, cmarsch@aba.com is the contract relationship contact for Consultant and will determine whether sufficient documentation has been submitted to support expense reimbursement.

- 6) Independent Contractor. In the performance of Consultant’s services, Consultant is at all times an independent contractor, and not a subsidiary, related entity or employee of the ABA. Further, as an independent contractor, neither consultant nor any of its agents, subcontractors, or employees is eligible to receive other benefits provided to ABA employees and Consultant is responsible for any and all applicable taxes, registration or other fees required to be paid.
- 7) Compliance with Laws and Regulations. Consultant agrees to comply with any and all applicable laws, regulations, guidelines or other official communications during the course of this Agreement.
- 8) Work for Hire. The development, creation, or production of materials in support or as a part of the provision of services under this Agreement to the ABA shall be classified as a “work for hire” and owned by the ABA. Subsequent use of such materials will require the permission of ABA.
- 9) Confidentiality. Consultant will maintain the confidential and proprietary nature of ABA information received or developed, whether directly or indirectly, during the course of Consultant’s services. Use of such information shall be for the express purposes of the consulting agreement and may not be sold, transferred or conveyed for any reason without the prior, written consent of the ABA. This provision shall survive the termination of this Agreement.
- 10) Indemnification. Consultant agrees to defend, indemnify and hold ABA harmless for any claims or liability related to the provision of Consultant’s services whether performed by you or someone under your control or direction. This provision will also survive termination of this Agreement.
- 11) Assignability or Substitution. The services provided for in this agreement are unique and personal to Jeff Relf. For this reason, Consultant may not assign the consulting agreement with the ABA to another individual or entity or substitute consultant to provide the services covered by this Agreement.
- 12) Waiver. ABA’s waiver of any provision of this Agreement will not serve as an automatic or continuing waiver of the requirements of that provision.
- 13) Entire Agreement. This Agreement constitutes the entire Agreement between Consultant and the ABA and supersedes any previous oral or written communications or agreements between Consultant and the ABA. Any amendment(s) to this consulting agreement shall be in writing.

Agreed to as of the last date of execution:  
American Bankers Association

By:   
C90D93CA82B9450...  
James Edrington  
Chief Member Engagement Officer

Date: 12/28/2018 | 10:08 AM PST

Jeff Relf  
DocuSigned by:  
By:   
00F960D32F83453...

Date: 12/28/2018 | 1:00 PM EST

## Certificate Of Completion

Envelope Id: 2F3A065F55744ED886D8D3047CBF5276

Status: Completed

Subject: New Jeff Relf BankExec Support Agreement

Source Envelope:

Document Pages: 2

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

American Bankers Association CMS Portal

AutoNav: Enabled

novatuscms@aba.com

Envelopeld Stamping: Enabled

IP Address: 66.193.238.242

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

## Record Tracking

Status: Original

Holder: American Bankers Association CMS Portal

Location: DocuSign

12/28/2018 11:13:32 AM

novatuscms@aba.com

## Signer Events

Jeff Relf

ABA@Jeff-Relf.Me

Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:

**Jeff Relf**

00F960D32F83453...

Signature Adoption: Pre-selected Style

Using IP Address: 73.97.140.239

## Timestamp

Sent: 12/28/2018 11:15:33 AM

Viewed: 12/28/2018 12:38:52 PM

Signed: 12/28/2018 12:59:50 PM

## Electronic Record and Signature Disclosure:

Accepted: 12/28/2018 12:38:52 PM

ID: 27d3f3e3-6555-486a-b1be-ac5e4a2c4339

James Edrington

Jedringt@aba.com

EVP

ABA

Security Level: Email, Account Authentication (None)

DocuSigned by:

C90D93CA82B9450...

Signature Adoption: Drawn on Device

Using IP Address: 173.67.45.147

Signed using mobile

Sent: 12/28/2018 12:59:51 PM

Viewed: 12/28/2018 1:08:29 PM

Signed: 12/28/2018 1:08:54 PM

## Electronic Record and Signature Disclosure:

Accepted: 3/1/2016 2:31:57 PM

ID: cad493f5-f3d2-48fa-8500-dbb6ff46beed

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Clare Marsch

cmarsch@aba.com

SVP Training & Development

Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 12/28/2018 1:08:55 PM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Teri Callahan TCallahan@aba.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/28/2018 1:08:56 PM
Payton Bouie pbouie@aba.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/28/2018 1:08:57 PM

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/28/2018 1:08:57 PM
Certified Delivered	Security Checked	12/28/2018 1:08:57 PM
Signing Complete	Security Checked	12/28/2018 1:08:57 PM
Completed	Security Checked	12/28/2018 1:08:57 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact American Bankers Association Inc:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [jgoldman@aba.com](mailto:jgoldman@aba.com)

**To advise American Bankers Association Inc of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [jgoldman@aba.com](mailto:jgoldman@aba.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from American Bankers Association Inc**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [jgoldman@aba.com](mailto:jgoldman@aba.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with American Bankers Association Inc**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [jgoldman@aba.com](mailto:jgoldman@aba.com) and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

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- Until or unless I notify American Bankers Association Inc as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by American Bankers Association Inc during the course of my relationship with you.