



# Michael W. Frerichs

ILLINOIS STATE TREASURER

## DEPOSIT AGREEMENT

This Deposit Agreement (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (the “Depository”) and the Office of the Illinois State Treasurer (the “Treasurer”) (collectively, the “Parties”).

**WHEREAS**, the Treasurer offers programs to financial institutions, as authorized by Sections 7(a) and (b) of the Deposit of State Moneys Act (15 ILCS 520), and pursuant to the requirements in the Public Funds Investment Act (30 ILCS 235) and the Public Funds Deposit Act (30 ILCS 225) (hereinafter referred to as “Programs”);

**WHEREAS**, the Depository seeks to be part of one or more Programs; and

**WHEREAS**, the Treasurer has approved the Depository as a recipient of State of Illinois funds for one or more Programs.

**NOW, THEREFORE**, the Parties agree as follows:

### **1. DEPOSIT**

The Depository hereby accepts the deposit in the amount set forth in the Addendum attached hereto within Exhibit A (the deposit and all interest earned thereon is hereinafter referred to as the “Deposit”) and credits the Deposit to designated account number \_\_\_\_\_ (the “Account”) upon receipt. As a condition of receiving a Deposit, the Depository shall comply with all terms and conditions for the deposit of State of Illinois funds established by the Treasurer, including the terms, conditions, and certifications outlined in this Agreement, any Addendum, and any application(s) submitted by the Depository and approved by the Treasurer (collectively, the “Supporting Documents”). Such Supporting Documents are attached hereto as Exhibit A and incorporated into this Agreement, any subsequent supporting documents shall be incorporated into Exhibit A and this Agreement. If any terms in this Agreement conflict with terms set forth in any Supporting Document, the Supporting Document shall govern; except, however, that where a term of this Agreement is either more or less stringent than that of a Supporting Document, the more stringent term shall govern.

### **2. ADDITIONAL DEPOSITS**

The Treasurer may subsequently transfer additional funds from time to time to the Depository, as mutually agreed upon in writing between the Treasurer and the Depository, and the Depository shall accept, record, and credit such funds to the Account. All transfers of such funds to the Depository shall increase the total amount of the Deposit, which shall be equivalent to the outstanding balance of the Account.

### **3. INTEREST RATE**

At the time of each Deposit to the Account, the Depository and the Treasurer shall agree upon a simple rate of interest to be paid on the Deposit, and such rate will be included in the applicable application or Addendum and made a part of this Agreement. Interest shall be computed on the basis of a 365-day year on the balance of the Account. Interest shall accrue on the Deposit from

the date of receipt by the Depository to, but not including, the date of withdrawal or transfer (the "Maturity Date").

#### **4. INTEREST PAYMENT**

Interest shall be paid monthly to the Treasurer on or before the first business day of each calendar month, unless the Treasurer advises the Depository in writing to the contrary. Said interest shall be credited to the Treasurer's account by means of an automated clearing house ("ACH") debit initiated by the Treasurer. The final interest payment shall be made in similar manner, on or before the first business day of the calendar month after the Maturity Date, unless otherwise agreed to by the Parties in writing.

The principal amount of the Deposit shall be executed by means of ACH debit initiated by the Treasurer or federal wire transfer initiated by the Depository on the Maturity Date, unless otherwise agreed to in writing.

#### **5. ADDENDA**

All funds transferred to the Depository shall be promptly accounted for by the Depository and shall be evidenced by an Addendum, which shall be incorporated into this Agreement as Exhibit A. The Addendum shall be the receipt for each Deposit. Additionally, the Depository shall provide a written monthly statement detailing activity of the Account.

#### **6. COLLATERAL**

The Depository agrees that the Treasurer may, in its discretion, require the Depository to pledge and grant to the Treasurer a security interest in and assign to the Treasurer, "financial assets" (as defined in Section 8-102(a)(9) of the Illinois Uniform Commercial Code (810 ILCS 5), as amended from time to time (the "UCC") with a fair market value equivalent up to an amount of 125% of the value of the Deposit or such amount as may be required by the Treasurer (the assets hereinafter referred to as the "Collateral"). In the event of such requirement, the Parties shall enter into an agreement pursuant to which the Depository shall pledge, transfer, and deliver Collateral upon the terms and conditions contained therein ("Collateral Agreement"). In the event the Treasurer determines that such a pledge is required, all such Collateral shall be pledged and secured in accordance with this Agreement, the Treasurer's Acceptable Collateral Listing: List of Financial Assets Qualified for Collateral to Secure Deposits and Repurchase Agreements (located on the Treasurer's website), the Deposit of State Moneys Act, 15 ILCS 520, and the Public Funds Investment Act, 30 ILCS 235. The Depository agrees that the Treasurer's "securities intermediary" (as defined in Section 8-102(a)(14) of the UCC) shall hold the Collateral, all substitutions thereof and all additions thereto, as security for the following: repayment of the Deposit, any costs or fees associated with transferring or selling Collateral, and any other potential losses including, but not limited to any liabilities, demands, claims, lawsuits, damages, causes of action, settlements, judgments, including costs, attorneys' and witnesses' fees and expenses incident thereto.

#### **7. ADDITIONAL COLLATERAL**

If the Treasurer, in its sole discretion, determines that the value of the Collateral is insufficient to secure repayment of the Deposit, then the Treasurer may require the Depository to pledge additional Collateral of such kind and value as is acceptable to the Treasurer, and in accordance with applicable law. The Depository shall, upon demand by the Treasurer, pledge, transfer and

deliver such further Collateral. If the Depository fails to pledge additional Collateral or if such additional financial assets shall be unsatisfactory to secure the Deposit, the Treasurer, in his sole discretion, may declare the Deposit and interest earned thereon, or any part thereof, to become immediately due and payable, notwithstanding any agreement or contract to the contrary.

#### **8. SALE OF COLLATERAL**

In the event that the Depository shall not, upon such declaration and demand, pay to the Treasurer the Deposit, then the Treasurer may at any time and from time to time, upon twenty-four (24) hours' notice of sale to the Depository, sell or otherwise dispose of any or all of the Collateral in accordance with the terms of the Collateral Agreement. In the event the proceeds of the sale of the Collateral shall not be sufficient to repay to the Treasurer the Deposit, interest earned thereon, expenses, attorney fees, costs and other liabilities, the Depository hereby agrees to pay to the Treasurer, within seven (7) business days after notification by the Treasurer, any deficiency, with interest from the date of sale or disposal of the Collateral.

#### **9. SECURITIES INTERMEDIARY**

The Depository agrees unconditionally and irrevocably that any and all Collateral now or at any time held or hereafter pledged by the Depository to the Treasurer may, without further notice to the Depository, be held by the Treasurer's securities intermediary. The Treasurer shall exercise reasonable care with respect to the Collateral held by the Treasurer's securities intermediary.

#### **10. RETURN OF COLLATERAL**

Upon complete and satisfactory payment of the Deposit, together with any interest due and payable thereon, the Treasurer shall, unless otherwise notified by the Depository, within one (1) business day release and return the Collateral to the Depository.

#### **11. TRANSFER OF FUNDS**

Upon the request of either party, the Treasurer and the Depository shall execute all necessary documentation to electronically transfer funds to or from the Account to another financial institution or to receive funds electronically from another financial institution for deposit to the Account. The Treasurer will provide instructions for all transfers.

#### **12. UNAUTHORIZED TRANSACTIONS**

The Depository hereby acknowledges that the Depository shall be liable for all unauthorized transactions affecting the Account to the fullest extent permitted by any applicable federal or state law, rule or regulation.

#### **13. ASSIGNMENT**

Each term and provision of the Agreement is binding and enforceable against and inures to the benefit of any successors of the Treasurer and any successors of the Depository, but neither the Agreement nor any of the rights or obligations under this Agreement may be transferred or assigned without the Treasurer's prior written consent. Any attempt by the Depository or its affiliate, if applicable, to transfer or assign any rights or obligations related to the Agreement without the prior written consent of the Treasurer shall render the Agreement voidable by the

Treasurer. The Treasurer may unilaterally bind any successor of the Depository to the terms and conditions of the Agreement.

#### **14. APPLICABLE LAW**

The Depository shall comply with all applicable laws and regulations now or hereinafter in effect including the State Treasurer Act, 15 ILCS 505/1 *et seq.*, Deposit of State Moneys Act, 15 ILCS 520/1 *et seq.*, Public Funds Investment Act, 30 ILCS 235/1 *et seq.* and the prohibitions set forth in Section 40 ILCS 5/1-110.16 of the Illinois Pension Code.

#### **15. DEPOSITORY ASSURANCES**

The Depository agrees that all covenants, representations and warranties herein made by the Depository and any document or agreement executed pursuant to or in connection with this Agreement are accurate and have been made to induce the Treasurer to deposit funds in the Depository with the knowledge that the Treasurer will rely on these statements.

#### **16. WITHDRAWAL OF DEPOSIT**

The Depository agrees that the Treasurer may withdraw any deposit at any time in the event that the Depository fails to comply with any of the requirements set forth herein or any of the certifications set forth in the application are determined by the Treasurer to be inaccurate or misleading.

#### **17. CONFIDENTIALITY**

This Section shall survive the termination of this Agreement.

##### *17.1 Confidential Information*

The Depository shall be prohibited from using or disclosing information received in the course of fulfilling its obligations pursuant to this Agreement (“Confidential Information”), except in the performance of its internal responsibilities and normal functions. Confidential Information includes all information with the exception of the following:

- A. Information already known or independently developed by the recipient;
- B. Information required to be released by law, Federal or state agencies, or the Financial Industry Regulatory Authority;
- C. Information in the public domain through no wrongful act of the recipient; and
- D. Information received from a third party who was free to disclose it.

##### *17.2 Use of Confidential Information by Employees and Agents of the Depository*

The requirement of confidentiality under this Agreement also applies to the employees and agents of the Depository. The Depository shall use its best efforts to ensure that its employees and agents adhere to the confidentiality requirements set forth herein. Use by and disclosure to the Depository’s employees and agents of Confidential Information to the extent necessary to carry out the terms and purposes of this Agreement is acceptable.

### *17.3 Protection of Confidential Information*

The Depository represents, warrants, and covenants that it has implemented and will maintain an information security program reasonably designed to protect Confidential Information, including applicant information, which program includes administrative, technical, and physical safeguards to ensure the security and confidentiality of all applicant information, to protect against anticipated threats or hazards to the security or integrity of such applicant information, and to protect against unauthorized access to or use of such applicant information.

### *17.4 Privacy Policy*

The Depository will comply with any applicable federal or state laws or regulations, as well as any privacy policy developed by the Treasurer. The Depository further agrees to establish, maintain, and comply with a privacy policy with respect to the Services that meets the requirements of applicable law.

### *17.5 Program Lists*

The Depository specifically agrees that it shall not, and shall cause its affiliates not to, sell, provide, or otherwise disclose information from any program list to any third party, unless otherwise directed to or approved by the Treasurer or required by applicable law.

## **18. LIABILITY**

The Depository understands the Treasurer does not assume any liability for acts or omissions of the Depository. This liability rests solely with the Depository. The Depository shall be liable to the Treasurer for actual and compensatory damages that are available to the Treasurer in law or remedies in equity.

## **19. INDEMNIFICATION**

The Depository shall indemnify and hold the Treasurer harmless from and against any and all losses, including but not limited to, losses due to the Depository's negligent acts or omissions or willful misconduct of the Depository, its employees, or its agents.

## **20. ACCESS TO INFORMATION**

During the term of this Agreement, and thereafter, for seven (7) years after the termination of this Agreement, the Depository shall promptly provide the Treasurer, upon request, access to all files, records, documents, data, copies of instruments, reports, and records, and any other information maintained pursuant to this Agreement, regardless of how that information is stored. The information shall be provided in a form acceptable to the Treasurer.

## **21. DUE AUTHORIZATION**

This Agreement is entered into pursuant to due authorization by the Board of Directors of said Depository.

## **22. CERTIFICATE OF INCUMBENCY**

The Depository shall provide the Treasurer with an executed certificate of incumbency, in the form set forth in Exhibit B to this Agreement: (i) at the execution of this Agreement, and (ii) at any time

the authorized persons designated to take action on behalf of the Depository pursuant to this Agreement are changed by the Depository.

### **23. NOTICES**

All notices, demands, consents or other communications hereunder shall be in writing, and shall be deemed effective when delivered personally or sent by facsimile or email, or seven (7) business days after being sent by registered or certified mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other addresses or to such other parties as may be specified in writing by the Parties:

#### **TREASURER:**

Illinois State Treasurer  
Attn: State Investments & Banking  
Time Deposit Section  
400 West Monroe Street - Suite 305  
Springfield, IL 62704 Attn: Liz Turner

#### **DEPOSITORY:**

### **24. AFFILIATES**

The Depository and its affiliates will perform the necessary functions to provide the services covered under this Agreement to the same extent that the Depository uses such affiliates to provide services to its customers generally; provided however, that the Depository agrees that it shall remain the named depository bank or lender on any acts or omissions of any affiliate under this Agreement to the same extent as the Depository would be responsible for such acts or omissions under the Agreement if the Depository itself had so acted or failed to act. The Depository's use of affiliates shall not relieve the Depository of its obligations or responsibilities under the Agreement.

### **25. CERTIFICATIONS**

This Agreement shall incorporate the Depository's fully executed Certifications, which is attached hereto as Exhibit C.

### **26. TERMINATION**

#### *26.1 Termination without Cause*

The Treasurer may elect to terminate this Agreement any time upon thirty (30) days' notice.

#### *26.2 Termination for Cause*

This Agreement may be terminated by the Treasurer under any of the following circumstances:

- A. The Depository fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms;
- B. There is sufficient evidence to show that fraud, collusion, conspiracy, or other unlawful means were used to obtain this Agreement;
- C. The Depository is guilty of misrepresentation in connection with another contract for

services to the State;

- D. The Depository is adjudged bankrupt or enters into a general assignment for the benefit of its creditors or receivership due to insolvency;
- E. Change in federal or State law or rules, or the Depository's, or the Treasurer's policies that would frustrate the purpose of this Agreement;
- F. The Depository disregards or violates any applicable laws, rules, or the Treasurer's instructions, acts in violation of any provision of this Agreement, or this Agreement conflicts with any statutory or constitutional provision of the State of Illinois or of the United States;
- G. Any other breach of contract or other unlawful act by the Depository occurs; or
- H. The Depository provides notice pursuant to Paragraph 29 of this Agreement or fails to provide such notice.

If the Treasurer terminates this Agreement for cause, the Treasurer may recover any and all damages involved including incidental and consequential damages. Failure by the Treasurer to cancel this Agreement does not waive any of the Treasurer's rights to cancel later or issue subsequent warnings. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect as applicable to any accounts or deposits made under the terms of this Agreement that are established prior to the date of termination that bear a maturity date occurring after the date of termination, unless the Treasurer directs otherwise.

## **27. RECORD RETENTION AND AUDIT**

The Depository shall maintain books, records, and supporting documents related to this Agreement or needed for the state to conduct an audit, including those necessary to verify the amounts, recipients, and uses of all disbursements of funds, for a minimum of seven (7) years from the last action on the Agreement or after termination of the Agreement. All books, records, and supporting documents shall be available for review and audit by the Auditor General and the Treasurer. The Depository agrees to cooperate fully with any audit conducted by the Auditor General or the Treasurer and to provide full access to all materials requested.

If this Agreement is terminated while an audit is in progress, the seven (7) year period shall be extended for the duration of any such audit or until the end of the seven (7) year period, whichever is later. If any litigation or claim involving this Agreement has been filed or any audit commenced before the expiration of the seven (7) year period, the Depository shall maintain the records required by this Section until completion of the litigation or claim and resolution of all issues that arise from it or until the end of the seven (7) year period, whichever is later.

Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the Treasurer for the recovery of any funds paid by the

Treasurer under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

The Depository agrees to comply with all state and federal laws, including record retention requirements of the Treasurer. In accordance with Illinois law, the Depository must provide notice to the Treasurer prior to destroying any records related to the performance of this Agreement and must obtain written approval to destroy any records. Any records not destroyed must be turned over to the Treasurer.

#### **28. NO RECOURSE**

For any obligation or liability arising pursuant to this Agreement, no recourse may be had for such obligation or liability of the Treasurer of the State of Illinois or any employee or official of the Treasurer or the State in his or her personal or individual capacity. The Depository hereby waives all such obligations and liabilities of the Treasurer of the State of Illinois and any such employee or official.

#### **29. NOTICE OF ENFORCEMENT ACTION OR REGULATORY PROCEEDING**

The Depository hereby agrees to give the Treasurer notice if at any point during the term of the Agreement, Depository or its officer(s) or principal(s), acting within the scope of their employment, become subject to a consent order, consent order, penalty or receive any other finding of fault as a result of any publicly disclosed enforcement action or other regulatory proceeding by any of the following entities, including any divisions thereof: Securities and Exchange Commission, Department of Justice (including any United States Attorneys' Office), Consumer Financial Protection Bureau, U.S. Department of the Treasury, Federal Deposit Insurance Corporation, any State Attorney General, or the Federal Reserve System. The Depository shall provide the Treasurer such notice within five (5) business days of when Depository knows or reasonably should have known of the consent order, penalty or finding of fault. Depository's delivery of notice pursuant to this Section or failure to provide the required notice shall give the Treasurer reason to terminate the Agreement for cause.

#### **30. INTERNAL CONTROLS**

If applicable and upon request, the Depository shall provide the Treasurer, at no cost, with a copy of the most recent Annual Report or Form 10-K of itself or its holding company, its most recent audited internal control documents, including but not limited to Service Organization Control ("SOC"), SSAE 16, and SSAE 18 reports, which shall include the attestation of the company's independent registered accounting firm regarding the company's internal control over financial reporting.

#### **31. LAWS OF ILLINOIS**

This Agreement is governed in all respects by the laws of the State of Illinois without regard to conflicts of law principles. Any action by the Depository against the Treasurer can only be brought in the Illinois Court of Claims.



**32. SEPARATE COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart. The parties agree that a fax or electronically transmitted valid and authorized original signature shall be deemed an original.

**33. ENTIRE AGREEMENT**

All exhibits attached hereto are hereby incorporated herein. This Agreement contains the entire agreement of the parties, except for any Addenda added hereto and incorporated herein pursuant to Section 5 of this Agreement. This Agreement may be changed only by a written amendment signed by both parties.

**34. SEVERABILITY**

If any provision, or portion thereof, of the Agreement is, or becomes, invalid under any applicable statute or rule of law, it is to be deemed stricken and the rest of the Agreement shall remain in full force and effect.

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the Treasurer and the Depository have executed this Agreement as of the date first above written.

**OFFICE OF THE ILLINOIS STATE  
TREASURER**

\_\_\_\_\_  
**NAME OF DEPOSITORY**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

**EXHIBIT A**  
**TO DEPOSIT AGREEMENT**  
**SUPPORTING DOCUMENTS**

**EXHIBIT B**  
**TO DEPOSIT AGREEMENT**  
**CERTIFICATE OF INCUMBENCY OF DEPOSITORY INSTITUTION**

The undersigned, \_\_\_\_\_ (Title) of \_\_\_\_\_ (“Depository”), hereby certifies as follows:

1. That he/she is the duly elected, qualified and acting (Title) of the Depository and is charged with maintaining the records, minutes and the seal, if applicable, of the Depository.

2. That pursuant to the Depository’s bylaws, the following named persons were designated and appointed to the office indicated below and that said persons do continue to hold the offices at this time.

Name	Title	Signature
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	_____
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	_____
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	_____
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	_____

3. That pursuant to the Depository’s bylaws, the persons designated to serve in the above entitled capacity were given sufficient authority to act on behalf of and to bind the Depository with respect to any and all contracts, and that the execution by said persons of any contract documents constitutes a legally binding and enforceable obligation of the Depository except insofar as enforcement may be limited by court or administrative orders.

4. That the undersigned has the power and authority to execute this Certificate of Incumbency and set the seal of the Depository this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

[SEAL]

\_\_\_\_\_  
Signature

**ATTEST:** Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT C**  
**TO DEPOSIT AGREEMENT**  
**STATE CERTIFICATIONS**

\_\_\_\_\_ (“**Contractor**” referred herein as “**Depository**”) certifies it is in compliance with all laws, rules, and regulations applicable to businesses operating in the State of Illinois. Depository further certifies it is in compliance with the following laws, rules, and regulations related thereto:

1. **ANTI-BRIBERY.** Depository certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
2. **BID RIGGING.** Depository certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
3. **DRUG-FREE WORKPLACE.** Depository certifies it complies with the Drug Free Workplace Act. 30 ILCS 580/3. Depository further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.
4. **INTERNATIONAL BOYCOTT.** Depository certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of any state or federal law.
5. **NON-DISCRIMINATION.** Depository certifies that it is in compliance with the State and Federal Constitutions, the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, and all applicable laws and rules that prohibit unlawful discrimination in performance of this Agreement and all other activities, including employment and other contracts. As a condition of entering into this Agreement, Depository certifies that services, programs and activities provided under the Agreement are and will continue to be in compliance with State and Federal Constitutions, the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, and all applicable laws, rules, and regulations that prohibit unlawful discrimination.
6. **AMERICANS WITH DISABILITIES ACT.** Depository certifies that it is in compliance with the Americans with Disabilities Act (“ADA”) (42 U.S.C. 12101 et seq.) and the

regulations thereunder (28 CFR 35.130) that prohibit discrimination against persons with disabilities. As a condition of entering into this Agreement, Depository certifies that services, programs and activities provided under the Agreement are and will continue to be in compliance with the ADA.

- 7. ILLINOIS HUMAN RIGHTS ACT.** Depository certifies that it is in compliance and will remain in compliance with all of the terms, conditions and provisions of the Illinois Human Rights Act (775 ILCS 5/2-105), together with all rules and regulations promulgated and adopted pursuant thereto.
- 8. CRIMINAL CONVICTIONS.** Depository certifies that neither it nor any officer, director, partner or other managerial agent of Depository has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Depository further certifies that it is not barred from receiving and contract award under 30 ILCS 500/50-10.5 and acknowledges that Depository shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 9. INDUCEMENT.** Depository has not paid any money or valuable thing to induce any person to enter into this Agreement. Further, the Depository certifies it has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Depository accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
- 10. DISCRIMINATORY CLUB.** Depository certifies that it is not prohibited from entering into an agreement with the State and agrees not to pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payments of any dues or fees to a discriminating club as prohibited by Section 2 of the Discriminatory Club Act (775 ILCS 25/1 *et seq.*).
- 11. TAXPAYER IDENTIFICATION NUMBER AND LEGAL STATUS OF DEPOSITORY.** Depository shall be in compliance with all applicable tax laws and requirements and shall be current in payment of such taxes. Under penalty of perjury, Depository certifies that #\_\_\_\_\_ is its correct Taxpayer Identification

Number and that it is doing business as a (please check one):

\_\_\_\_\_ Partnership/Legal Corporation

\_\_\_\_\_ Tax Exempt

\_\_\_\_\_ Estate or trust

\_\_\_\_\_ Limited Liability Company

\_\_\_\_\_ Other: \_\_\_\_\_

C = corporation

P = partnership

**12. ILLINOIS USE TAX.** Depository certifies it is and will remain in compliance with 30 ILCS 500/50-12 and that it is not barred from entering into an Agreement with the State under this Paragraph. Depository acknowledges that the Depository Agreement may be declared void if this certification is false.

**13. REQUIRED LICENSES.** Depository, directly or through its employees, shall have and maintain any license required to operate in the State of Illinois. Depository certifies that it is a legal entity authorized to do business in Illinois prior entering into the Depository Agreement. Depository further certifies it may qualify as a bidder or offeror pursuant to 30 ILCS 500/20-43.

**14. CONFLICTS OF INTEREST.** Depository has disclosed, and agrees that it is under a continuing obligation to disclose, to the Treasurer financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest that would prohibit Depository from entering into or performing under the terms of Depository Agreement. Conflicts of interest include, but are not limited to, conflicts under Section 1400.5020 of the Treasurer's Procurement Rules (44 Ill. Adm. Code 1400.5020) and Sections 50-13, 50-20, and 50-35 of the Illinois Procurement Code (30 ILCS 500/50).

**15. DISPUTES.** Any claim against the State arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1 *et seq.*). The State shall not enter into binding arbitration to resolve any agreement dispute. The State of Illinois does not waive sovereign immunity by entering into this Agreement. Any provision containing a citation to an Illinois statute (cited "ILCS") may not contain the complete statutory language. The official text, which is incorporated by reference, may be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version may be viewed at [www.ilga.gov](http://www.ilga.gov).

- 16. DEBT DELINQUENCY.** Depository certifies that it, or any affiliate, is not barred from being awarded a contract or subcontract under section 50-11 of the Illinois Procurement Code (30 ILCS 500/50-11). Depository certifies that it, or any affiliate is not delinquent in the payment of any debt to the State, unless Depository, or any affiliate has entered into a deferred payment plan to pay off the debt. Depository further acknowledges that the Treasurer's Office may declare the Agreement void if this certification is false or if Depository or any affiliate is determined to be delinquent in payment of any debt during the term of the Agreement.
- 17. EDUCATIONAL LOAN DEFAULT.** Depository certifies that it is not barred from being awarded a contract under the Educational Loan Default Act (5 ILCS 385/1 *et seq.*). Depository further certifies it has not defaulted on an education loan as defined in the Educational Loan Default Act.
- 18. PROHIBITION OF GOODS FROM FORCED LABOR.** Depository certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).
- 19. PROHIBITION OF GOODS FROM CHILD LABOR.** Depository certifies in accordance with 30 ILCS 584 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.
- 20. ENVIRONMENTAL PROTECTION ACT VIOLATIONS.** Depository certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving or being awarded a contract or subcontract under this section of the Procurement Code. Depository acknowledges that this Agreement may be declared void if this certification is false.
- 21. BOND ISSUANCES.** The Depository certifies that it is not barred from being awarded a contract or subcontract under section 50-21 of the Illinois Procurement Code (30 ILCS 500/50-21). Section 50-21 prohibits State agencies from entering into contracts or subcontracts with respect to the issuances of bonds or other securities by the State or a State agency with any entity that uses an "independent consultant" as defined in section 50-21.



**22. POLITICAL CONTRIBUTIONS.** The Depository certifies that it is not barred from being awarded a contract or subcontract under section 50-37 of the Illinois Procurement Code (30 ILCS 500/50-37).

**23. LOBBYING RESTRICTIONS.** The Depository certifies that it is in compliance with section 50-38 of the Illinois Procurement Code (30 ILCS 500/50-38) and is not barred from being awarded a contract or subcontract under this Section.

**24. DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN (30 ILCS 500/50-36).**

Please provide a disclosure of whether or not the Depository, or any of its corporate parents or subsidiaries, within the 24 months before submission of the application had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

(1) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or

(2) the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

**You must check one of the following items, and if item 2 is checked, you must also make the necessary disclosure:**

There are no business operations that must be disclosed to comply with the above request.

The following business operations are disclosed to comply with the above request:

**25. DEBARMENT.** Depository certifies that it is not and has never been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency or the State.

**26. THIRD-PARTY PAYMENTS.** Depository certifies that no fee was paid to a third-party in expectation of being awarded a contract or becoming an approved depository by the Treasurer.

\_\_\_\_\_  
DEPOSITORY

By:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_