

## MASTER HUMAN RESOURCES OUTSOURCING AGREEMENT

THIS MASTER HUMAN RESOURCES OUTSOURCING AGREEMENT (the “Agreement”) is made and entered into as of the date last executed below (“Effective Date”) by and between Zelle, LLC, a Nebraska limited liability company (“Zelle”), and Lower Platte North Natural Resources District (“Client”).

### RECITALS

WHEREAS, Zelle has the facilities, personnel, systems and capabilities to provide certain outsourced human resources services; and,

WHEREAS, Client wishes to utilize the processes and experience of Zelle in connection with the conduct of its business and operations and Zelle is agreeable to providing such services; and,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

### ARTICLE I

#### GENERAL TERMS

1. Engagement. Zelle hereby agrees to provide to Client human resources outsourcing services, as such services are more fully set forth on those Appendices, as applicable, that Client executes and delivers to Zelle, each of which is incorporated into this Agreement by this reference (collectively, the “Services”):

d. Appendix D—HR Consulting

All Appendices executed by Client shall remain in full force and effect during the initial term of this Agreement or any renewal thereof.

2. Term. The term of this Agreement shall begin as of the Effective Date and continue for a period of one (1) year. Thereafter, this Agreement shall automatically renew for successive one year renewal terms, unless either party provides written notice of nonrenewal, such notice to be provided no less than 120 days prior to the end of the initial or any renewal term.
3. Termination. Notwithstanding the term as set forth above, this Agreement may be terminated as follows.
  - a. Material Breach. This Agreement may be terminated by Zelle by written notice to Client if Client fails to pay any amount due Zelle hereunder within ten (10) business days of coming due; or by either party if the other party commits a material non-monetary breach of any provision of this Agreement, which breach is not cured within thirty (30) business days of such written notice. Notwithstanding the foregoing, however, Zelle’s failure to meet a particular deliverable date in a Statement of Work shall not be deemed a material breach unless such failure persists for thirty (30) days beyond the deliverable date.

- b. Insolvency. This Agreement may be terminated by either party if the other party (i) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (ii) becomes subject to any bankruptcy or insolvency proceeding under federal or state law.
  - c. By Zelle. In the event (i) Zelle ceases the business of providing the Services in the ordinary course, or (ii) changes in legal, regulatory, or compliance requirements render the products and services contemplated under this Agreement noncompliant, obsolete or otherwise not economical in Zelle's reasonable discretion, Zelle may terminate this Agreement. In such event, the Termination Date shall be at least one hundred eighty (180) days following Zelle's written notice to Client, and Zelle shall use commercially reasonable efforts to designate a Termination Date which provides Client a reasonable opportunity to make alternative arrangements.
  - d. Effect of Termination. In the event of any termination hereunder, Zelle shall invoice and Client shall pay Zelle for all Services performed and all deliverables delivered and accepted as of the effective date of such termination.
4. Compensation. In consideration of the performance of Zelle's duties set forth herein, Client shall pay to Zelle the fees set forth on the applicable Appendices hereto, as the same may be amended from time to time, by mutual written agreement of the parties, or as provided in Section 4(a) hereof. Invoices will be stated in United States dollars and shall be due and payable within 30 days following date of receipt of invoice. Late payments shall be subject to a service charge equal to the lesser of 1% per month or the maximum amount allowed by law, with respect to the overdue amount. All fees billed hereunder are exclusive of all applicable taxes, duties or other governmental assessments. Client shall be liable for the payment of all such assessments (other than taxes based on Zelle's income) and be solely liable for and shall hold Zelle harmless with respect to any claims, losses, damages, penalties or other liabilities incurred by Zelle as a result of Client's failure to timely pay such assessments. In the event Client disputes, in good faith, any portion of an invoice, such dispute must be submitted, in writing, to Zelle within thirty (30) days of the date of receipt of invoice. Client must pay the undisputed portion of the invoice within the time period specified hereunder, and disputed charges will be due and payable no later than ten (10) business days following resolution of the dispute. All disputes will be addressed pursuant to the process set forth in Section 26 below.
- a. Fee Adjustment. From and after the first anniversary of the Effective Date, Zelle reserves the right to adjust or increase the applicable Fees set out in the applicable Appendices upon (30) days prior written notice to Client, such increase not to exceed the greater of (a) the percentage increase in the U.S. Department of Labor's U.S. City Average Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI/W) (1984 – 87 = 100) (the "CPI") for the twelve-month period ending on the last day of December immediately preceding the most recent anniversary of the Effective Date; or (b) five percent (5%) of such Fees assessed to Client in the immediately preceding year, and such fees shall not be increased more than once in any twelve month period hereunder.
  - b. Expenses. Client shall reimburse Zelle for actual and reasonable travel and travel-related expenses incurred by Zelle in connection with the provision of Services hereunder, provided such expenses are pre-approved in writing by Client (which approval shall not

be unreasonably withheld, conditioned or delayed), except where such expenses are specifically included.

## **ARTICLE II**

### TERMS OF SERVICES

5. Services Provided by Zelle. Subject to the Client's compliance with its obligations of support, access, cooperation as set forth below, Zelle will provide the Services to Client during the term of this Agreement, as set forth in the executed Appendices hereto and any other services as may from time to time be mutually agreed to by the parties in writing.
6. Manner of Providing Services. Zelle shall provide all Services in a professional manner, consistent with reasonable industry standards and in compliance with all applicable laws, rules and regulations (including but not limited to privacy and call recording laws) and the provisions of all agreements by which Client is bound and which have been disclosed by Client to Zelle. Zelle shall, either directly or through one or more third parties, provide the Services on a full-time or part-time basis as needed in sufficient amounts to provide the Services as may reasonably be required by Client.
7. Delegation. Zelle may delegate performance of all or any part of the Services as it deems appropriate, provided, however, that Zelle shall remain responsible for the underlying obligations in this Agreement.
8. No Obligation to Use Own Funds. Zelle shall have no obligation to make any payment of any type pursuant hereto or to incur any financial liability on behalf of the Client in the performance of its duties unless sufficient funds have been deposited with Zelle hereunder to pay in full all such amounts.
9. Not Responsible for Representations. Zelle shall be regarded as having no responsibilities with respect to the accuracy of sufficiency of any representations made by the Client to any third party unless the Client has relied on the representations of Zelle in making the representations to such third party.
10. Reliance Upon Instructions. Zelle may rely on and shall be protected, indemnified and held harmless by the Client in acting upon the written instructions of the Client or of counsel to the Client with respect to any matter relating to its actions on behalf of the Client, and Zelle shall be entitled to request further instructions be given by such persons or to request that instructions be given in writing.
11. Modification of Equipment, Computer Programs and Procedures. Zelle reserves the right to change any part of all of its equipment and computer programs, and its procedures, reports and the Services, relating to the manner of, or the methodology used in providing the Services as set forth in this Agreement with notice to but without a requirement of consent by Client, so long as such changes do not result in a material adverse effect upon Client.

12. Excusable Delay. Notwithstanding anything to the contrary contained herein, Zelle shall not be required to perform any Services if and to the extent that (a) it cannot provide the Services due to causes which are outside of its reasonable control as determined under Section 26(d) hereof or (b) if providing such Services would be prohibited by, or violate, any law, rule or regulation or any order of any court, arbitration panel or government authority. Zelle shall also not be required to perform Services hereunder during such times as its systems are down due to maintenance or outage due to causes beyond its reasonable control. Each party shall give reasonable notice to the other party prior to any planned or unexpected maintenance or outage.
13. Nonexclusive Services. Client hereby acknowledges that Zelle has, and shall be entitled to continue to have, create and acquire, directly or indirectly, business interests in addition to those relating to the provision of Services hereunder, including, without limitation, the provision of services similar to the Services to other third parties.
14. Client Support of Services. Client acknowledges that the timely, complete and accurate provision of the Services requires assistance, cooperation, information and data from its officers, agents, managers, partners, members and employees, and suitably configured computers and software, and that Zelle's ability to complete any Services is dependent upon the same. If any of the aforementioned items are not provided or provided in such a way that Zelle is hindered in its ability to effectively perform the Services, Zelle shall so inform Client, and Zelle shall not be responsible for providing the Services during any period in which such items are not provided. Failure on the part of Client to meet its obligations under this section may result in increased cost, delayed schedule and/or a breach of this Agreement. Zelle and Client shall cooperate and work in good faith independently and together to remedy any such instances.
15. Access to Client Systems. Client shall ensure that Zelle personnel have access to all necessary Client or vendor systems or other resources in order to provide the Services. Zelle will not be responsible for delays or inability to perform the Services due to lack of access or speed of access to or from Client's or its vendors' systems.
16. Cooperation. The parties will use good faith efforts to cooperate with each other in all matters relating to the provision and receipt of Services. Such cooperation shall include exchanging information, performing reconciliations and adjustments, and, upon request, obtaining all third party consents, licenses, sublicenses or approvals necessary to permit Zelle to perform its obligations hereunder (including, rights to use third party software needed for the performance of the Services). The costs of obtaining such third party consents, licenses, sublicenses or approvals for the relevant Services shall be borne by Client, provided that Zelle obtains Client's written approval prior to incurring such cost.
17. Insurance. Zelle shall maintain commercial liability coverage and business interruption insurance, in the following coverage types and amounts:
  - a. Worker's Compensation: statutory limits;
  - b. Liability: (A) Broad Form Property Damage; Bodily Injury; Personal Injury; Blanket Contractual Liability; Products/Completed Operations not less than \$1,000,000 for each

- occurrence and (C) Commercial Crime coverage - not less than \$2,000,000 for each occurrence; and
- c. Errors & Omissions: (for directors & officers) - not less than \$2,000,000.

All insurance policies required by this Agreement will be issued by insurance companies with an A.M. Best rating of not less than A-, a Standard & Poor's rating of not less than AA- or a Moody's rating of not less than Aa3. Zelle shall also ensure that its subcontractors comply with the insurance requirements of this Section. Upon request, Zelle will provide Client a certificate of insurance evidencing such required coverage.

### **ARTICLE III**

#### **WARRANTIES; LIABILITY LIMITATIONS; INDEMNIFICATION**

18. Limited Warranty. Zelle warrants that the Services provided to Client under this Agreement or any Statement of Work will be performed with due care in a professional and workmanlike manner, and in compliance with all applicable laws and regulations in all material respects.
19. No Other Warranties. Except as expressly set forth in Section 18 above, Zelle does not make any warranties, express, implied or statutory, including but not limited to the implied warranties of merchantability, business continuity or fitness for a particular purpose, with respect to the Services to be provided by Zelle hereunder.
20. Exclusion of Certain Damages. In no event shall Zelle be liable to Client for any lost profits, loss of data, loss of use, business interruption or other special, incidental, indirect or consequential damages, including, without limitation, punitive damages, unless incurred as a result of or in connection with party's fraudulent or intentional misconduct. Zelle does not assume any responsibilities or obligations whatever, other than the responsibilities and obligations expressly set forth in this Agreement.
21. Limitation of Liability. Notwithstanding anything contained to the contrary herein, except for Client's obligation to pay the fees for the Services herein, Zelle's maximum total liability, and that of any of its affiliates and their officers, directors, employees, agents and representatives (collectively, the "Party Affiliates"), arising out of, relating to or in connection with this Agreement shall in no event exceed the amount of compensation and fees paid to Zelle pursuant to the terms of this Agreement in the six (6) month period ending immediately prior to the event giving rise to such liability, unless such liability resulted from or arose in connection with a party's fraudulent or intentional misconduct. The provisions of this paragraph will apply regardless of the form of action, damage, claim, liability, cost, expense, or loss whether in contract, statute, tort (including without limitation, negligence) or otherwise.
22. Limitation on Actions. Any claim by a party to this Agreement against the other party shall be brought within twelve (12) months following the date on which the party bringing the claim has actual knowledge or should reasonably have known of the claim or events giving rise to the same.

23. Indemnification. Client (“Indemnitor”) hereby agrees to indemnify and hold harmless the Zelle and its Affiliates from and against any and all liabilities, losses, damages, costs and expenses (including, without limitation, attorneys’ and accountants’ fees), deficiencies, judgments, actions, causes of action, proceedings, demands or claims of whatever nature (collectively, “Damages”) arising from or in any way related to (i) the Indemnitor’s breach of its obligations, representations or warranties under this Agreement, or (ii) fraudulent or intentional misconduct by the Indemnitor. This provision shall be subject to Sections 20, 21 and 22 above.

#### ARTICLE IV

#### MISCELLANEOUS TERMS

24. Relationship of The Parties

- a. Independent Contractors. Each party will be and act as an independent contractor and not as an agent or partner of, or joint venturer with, the other party for any purpose related to this Agreement or the transactions contemplated by this Agreement. Neither party by virtue of this Agreement will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other party. Zelle shall not be required, under any circumstances, to guarantee or assume any obligation or liability of Client. The Client shall be deemed to control all aspects of the manner in which Client’s business is conducted. Zelle shall not be liable by virtue of the performance of its duties hereunder for any breach of any licensing or other agreement between Client and any other party, or for any liability for any trademark infringement, unfair competition, patent infringement or other violation of the intellectual property rights of another entity as a result of the manner in which Client’s business is conducted, except to the extent such violation is the result of the willful misconduct of Zelle.

25. Property Rights

- a. Zelle Property. Zelle shall retain all right, title and interest in and to (a) all software, tools, routines, programs, designs, diagrams, technology, ideas, know-how, processes, techniques and inventions that Zelle makes, develops, conceives or reduces to practice, whether alone or jointly with others, in the course of its performance under this Agreement, (b) all enhancements, modifications, improvements and derivative works of each and any of the foregoing, and (c) all copyrights, trademarks, service marks, trade secrets, patents, patent applications and other proprietary rights related to each and any of the foregoing (collectively, the “Zelle Property”). Provided that Client is not in breach of any material term of this Agreement, Zelle grants Client a non-exclusive, non-transferable, perpetual, revocable license, without rights to sublicense, to use the Zelle Property that is incorporated into Services delivered pursuant to this Agreement, solely for Client’s own internal business purposes in connection with the use of the Services.
- b. Client Content. Subject to the following limited license grant to Zelle, Client shall retain all rights, title and interest in and to the content of its course materials disclosed to Zelle hereunder (“Client Content”), and such content shall be the Confidential Information of Client subject to subsection c. below. Subject to the terms and conditions of this Agreement, Client hereby grants Zelle a limited, non-exclusive, non-transferable royalty free license for the term of this Agreement to use the Client Content internally only as

required in order for Zelle to perform the Services. Client warrants and represents that the content of any Client Content it provides to Zelle shall not: (a) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) violate any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising); (c) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (d) contain obscenity or pornography; or (e) contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

c. Confidential Information.

- i. Defined. The term "Confidential Information" shall mean this Agreement and all proprietary information, data, trade secrets, business information and other information of any kind whatsoever which (a) a Party ("Discloser") discloses, in writing, orally, visually, or in any other medium to the other Party ("Recipient") or to which Recipient obtains access in connection with the negotiation and performance of this Agreement, and which (b) relates to (i) the Discloser (ii) in the case of Zelle, Client and its customers, or (iii) third-party suppliers or licensors who have made confidential or proprietary information available to Client. Confidential Information shall include Client Information, as described below.
- ii. Client Information. Zelle acknowledges that Client has a responsibility to its customers to keep information about its customers and their accounts ("Client Information") strictly confidential. In addition to the other requirements set forth in this Section regarding Confidential Information, Client Information shall also be subject to the additional restrictions set forth in this Subsection. Zelle shall not disclose or use Client Information other than to carry out the purposes for which Client disclosed such Client Information to Zelle. Zelle shall not disclose any Client Information other than on a "need to know" basis and then only to: (a) affiliates of Client; (b) Zelle's employees or officers; (c) affiliates of Zelle provided that such affiliates shall be restricted in use and redisclosure of the Client Information to the same extent as Zelle; or (d) as otherwise agreed in writing by Client. The restrictions set forth herein shall apply during the term and after the termination of this Agreement.
- iii. Use and Disclosure. Each of the Parties, as Recipient, hereby agrees on behalf of itself and its employees, officers, affiliates and subcontractors that Confidential Information will not be disclosed or made available to any person for any reason whatsoever, other than on a "need to know basis" and then only to: (a) its employees and officers; (b) independent contractors, agents, and consultants designated by Client; and (c) as required by law or as otherwise permitted by this Agreement, either during the term of this Agreement or after the termination of this Agreement. Prior to any disclosure of Confidential Information as required by law, the Recipient shall (i) notify the Discloser of any, actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure immediately upon becoming so obligated, and (ii) cooperate with the Discloser's reasonable, lawful efforts to resist, limit or delay disclosure.

- iv. Post-Termination Obligation. Upon the termination of this Agreement each party shall return all Confidential Information and retain no copies, including Client Information, in the possession of such party or in the possession of any third party over which such party has or may exercise control.
- v. Scope. The obligations of confidentiality in this Section shall not apply to any information which a Party rightfully has in its possession when disclosed to it by the other Party, information which a Party independently develops, information which is or becomes known to the public other than by breach of this Section or information rightfully received by a Party from a third party without the obligation of confidentiality.

## 26. GENERAL PROVISIONS

- a. Dispute Resolution. The parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this agreement. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five days with a statement of its position on and recommended solution to the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each party with full settlement authority will meet at a mutually agreeable time and place within ten days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt to resolve the dispute. If the dispute is not resolved by these negotiations, either party may commence an action, subject to subsection b., below.
- b. Governing Law and Venue; Waiver of Jury Trial. This Agreement and all Statements of Work will be governed by and interpreted in accordance with the laws of the State of Nebraska, without reference to its choice of laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- c. Attorney's Fees. If either party commences any action or proceeding against the other party to enforce this Agreement, the prevailing party in such action or proceeding (as expressly determined by the finder of fact) shall be entitled to recover from the other party reasonable attorney's fees and all other costs and expenses incurred by such party in connection with such action or proceeding and in connection with enforcing any judgment or order thereby obtained.
- d. Impossibility of Performance. If a party is rendered unable, wholly or in part, by a force outside the control of the parties (including but not limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, fire, communication line or power failures, earthquakes or other disasters) to carry out its obligations under this Agreement, such party shall give the other party prompt written notice to that effect. Thereupon, the affected obligations of the party shall be suspended so long as the party is unable to so perform any affected obligation and so long as the party is diligently attempting to remedy such failure to perform; provided, however, that Client may at its option

terminate this Agreement in the event that Services cannot be substantially restored within ninety-six (96) hours of said notification by such party.

- e. Assignment. Neither party may assign this Agreement whether by operation of law or otherwise, without the prior written consent of the other party; provided however, Client may assign this Agreement to an affiliate or to a third party to whom such party has assigned all or substantially all of its assets or control, or as a result of a sale or merger or consolidation, in each case provided that (i) such assignee has agreed in writing to be bound by the terms herein, (ii) Client is current in its payments hereunder, and (iii) Client provides notice of such assignment to Zelle. Subject to the previous sentence, the rights and liabilities of the parties hereto will bind and inure to the benefit of their respective successors and assignees. Zelle may, without Client's consent, assign, transfer or delegate any of its duties or obligations hereunder to an Affiliate or in the event of merger, acquisition, change of control or restructuring. For purposes hereof, "change of control" means ownership of fifty percent (50%) or more of the outstanding voting securities.
- f. Entire Agreement. This Agreement, including any attachments which are incorporated herein by reference, is the entire agreement of the parties and supersedes any prior agreements between them with respect to the Services. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by an authorized representative of each party.
- g. Partial Invalidity. In the event that any provision of this Agreement shall be held to be unenforceable, such provision shall in good faith be renegotiated to be enforceable and shall reflect as closely as possible the intent of the original provision of this Agreement. Such negotiations shall not affect the enforceability of the remainder of the Agreement.
- h. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument.
- i. Headings. All article and section headings in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provisions hereof.
- j. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.
- k. No Waiver. Failure by either party hereto to enforce at any time or for any period of time any provision or right hereunder shall not constitute a waiver of such provision or of the right of such party thereafter to enforce each and every such provision.
- l. Notices. Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered, (b) sent by certified or registered mail, return receipt requested, postage prepaid, (c) sent by a nationally recognized overnight delivery service, with delivery confirmed, or (d) delivered via email with receipt confirmed, as indicated below. A Notice shall be deemed to have been given as of the date when (i) personally delivered, (ii) three days after when deposited with the United States mail properly addressed, (iii) the next day

when delivered during business hours to said overnight delivery service, properly addressed and prior to such delivery service's cutoff time for next day delivery, or (iv) when receipt of the email message is confirmed, as the case may be, unless the sending party has actual knowledge that a Notice was not received by the intended recipient.

If to Zelle:

Zelle, LLC  
ATTN: Chad Thies  
3400 Plantation Drive, Suite 100  
Lincoln, NE 68516

If to Client:

Lower Platte North Natural Resources District  
ATTN: John Miyoshi  
PO Box 126  
511 Commercial Park Road  
Wahoo, NE 68066

WHEREFORE, the parties, via their authorized representatives, have executed this Agreement as of the Effective Date.

Zelle, LLC  
  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Lower Platte North Natural Resources District (Client)  
  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**Appendix D**

**HR Consulting**

Lower Platte North Natural Resources District (“Client”) and Zelle, LLC (“Zelle”) hereby agree as follows:

1. Description of Services Provided by Zelle. Zelle shall assist Client with the review of wage and salary procedure in the form of; updating 22 job descriptions, review assigned job codes from the State Salary Survey, and work with LPNNRD management to formulate a working plan to identify strengths and weaknesses in the current process.
2. Duties of Client. Client shall provide Zelle any information and data necessary to perform the duties described in Section 1 above. It is Client’s sole duty to implement and utilize training, information and guidance furnished by Zelle in a manner that will be most beneficial to Client and in compliance with applicable laws and regulations.
3. Fees. In consideration for the Human Resources consulting services to be provided by Zelle hereunder, Client shall pay a fee to Zelle of \$9,500.00 for 22 updated job descriptions, updated job codes from the State Salary Survey for each of the 22 job descriptions, and a lists of strengths and weaknesses pertaining to the method currently used to set annual salary range for each job description.
4. Incorporation in Agreement. This Appendix D shall be incorporated as a part of the Master Human Resources Outsourcing Agreement between Zelle and Client dated \_\_\_\_\_, 2016 (the “Master Agreement”).
5. Additional Indemnity. In addition to Section 23 of the Master Agreement, Client hereby agrees to indemnify and hold Zelle and its Party Affiliates (as defined in the Master Agreement) harmless from and against any and all Damages (as defined in the Master Agreement) arising from or in any way related to a claim made by any employee of Client or regulatory authority of Client. Client retains the final authority and responsibility for administering all matters for which Zelle provides assistance herein.

Zelle, LLC

Lower Platte North Natural Resources District (Client)

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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