

**HESAA October 5, 2026 RFP for Depository Banking Services
Potential Vendor's Questions & HESAA's Answers**

Below are the responses to questions received by the deadline:

1. Proposer requests the right to negotiate and enter into mutually acceptable agreements with HESAA in connection with the deposit and treasury management products and services requested under the RFP. Proposer requests the right to negotiate all contract terms upon award of business and request that the right to negotiate not be affected or diminished by any language in the RFP, including language that purports to require specific comments (or to prohibit general exceptions) to HESAA's contractual requirements or to bind the Proposer to HESAA's contractual requirements unless specifically commented upon.

HESAA does not agree to blanket approval to negotiate any and all terms of the RFP and Standard Terms & Conditions. Pursuant to section 5.1 1. of the RFP, the terms and conditions of HESAA's RFP supersede any conflicting terms and conditions submitted by the Contractor unless waived by HESAA and modified and mutually agreed to in writing.

2. Proposer requests the right to include with its response copies of its account and service documentation for the deposit and treasury management products and services requested in the RFP, which they would require to serve as the starting point for contract negotiations or be incorporated into any final agreement.

HESAA does not agree to blanket approval to negotiate any and all terms of the RFP and Standard Terms & Conditions. Pursuant to section 5.1 6. of the RFP, HESAA will accept written agreements with the bid. HESAA reserves the right to negotiate the terms of any submitted agreements, to the extent the submitted agreements do not contradict required State terms and conditions.

3. Proposer requests that HESAA accept the following modifications to the RFP and its general terms and conditions?

HESAA does not agree to blanket approval to negotiate any and all terms of the RFP and Standard Terms & Conditions. Please see the individual responses below as they relate to each requested modification.

Page/Section	Description	Response
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<p>RFP: Page 27 #5.4-D</p> <p>Standard Terms: Page 8 #3.7 Service Performance within U.S.</p>	<p>Proposer requests to strike both sections: As a global banking services provider with customers, branches, products and services throughout the world, the Proposer has activities and operations across the globe. Accordingly, Proposer must retain the contractual right to provide activities and processes in support of the services we provide our customers and in support of our internal operations from locations outside of the United States.</p> <p>Proposer is a global financial institution with affiliated companies, employees, operations centers, and service providers located worldwide. We maintain a global workforce in order to provide our customers with outstanding service around the clock.</p> <p>In the course of providing services to our customers, authorized employees and service providers located outside the U.S. may access data related to our services. This access and use is controlled by policies, protocols, governance, and security measures consistent with our global information security program and data privacy policies.</p> <p>Proposer considers the security of our customers' data a top risk priority. We maintain a comprehensive company-wide information security program designed to: safeguard the security and confidentiality of customer information; defend against anticipated threats or hazards to the security of information; protect against unauthorized access to or use of information that results insubstantial harm to our customers; and ensure proper disposal of customer information and consumer information.</p>	<p>HESAA is willing to negotiate this request to the extent permitted by State law.</p>
<p>Standard Terms: Page 8 #3.8; Buy American</p>	<p>The requirements are inapplicable to the services the Bank is bidding on.</p>	<p>HESAA accepts this request.</p>

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Standard Terms: Page 6 #2.11 NJ Business Ethics	Although Proposer cannot agree to be bound by a third-party's requirements, Proposer maintains its own Code of Conduct which is substantially similar to the NJ Business Ethics. Proposer will include Proposer Code of Conduct as part of the response.	HESAA rejects this request. While they may also be bound by their own internal Code of Conduct, all State contractors are required to abide by the New Jersey Conflicts of Interest Law, N.J.S.A. 52:13D-12 to 28, which is summarized in the Business Ethics Guide.
RFP Page 25 #23	In no event will the foregoing be interpreted or construed to constitute Proposer's consent, commitment or agreement to provide HESAA or any of its regulators or any governmental entity with access or audit rights with respect to (1) Proposer's data centers, facilities, systems, networks or equipment; or (2) any technology documentation, test or scan results, or any other artifact relating to Proposer's security practices.	HESAA is willing to accept this request.
Standard Terms, Page 15 #5.15 Maintenance of Records and Audits	<p>Proposer retains records in accordance with its enterprise records retention policy, which includes considerations for regulatory requirements. HESAA may reserve a right to inspect financial books and records in Proposer's possession that are related only to services provided by Proposer to HESAA provided that such inspections are conducted in accordance with Proposer's reasonable security requirements. Access to the depository must be in accordance with Bank's security policies, processes, and protocols; and access to secured areas of the depository or banking systems will not be permitted.</p> <p>In no event will the foregoing be interpreted or construed to constitute Proposer's consent, commitment or agreement to provide the HESAA or any of its regulators or any governmental entity with access or audit rights with respect to (1) Proposer's data centers, facilities, systems, networks or equipment; or (2) any technology documentation, test or scan results, or any other artifact relating to Proposer's security practices.</p> <p>Proposer cannot allow audits or inspections of its data center, facilities, systems, networks or equipment for security and confidentiality reasons. Proposer can allow audits of relevant records with reasonable prior notice during normal business hours in</p>	HESAA is willing to accept this request.

	<p>accordance with Proposer's policies for the purpose of verifying the accuracy of amounts charged or compliance with contractual financial and record-keeping requirements.</p>	
<p>RFP: Pages 22-23 #7-a Disaster Recovery Plan</p>	<p>Proposer will include the Enterprise Resiliency Client Letter in the response. The letter describes Proposer's Enterprise Resiliency Program, including business continuity planning, disaster recovery capabilities, testing, and incident management.</p> <p>Please strike the following language: "the Contractor must be completely functional within 24 hours of a major disaster"</p> <p>In no event will the foregoing be interpreted or construed to constitute Proposer's consent, commitment or agreement to provide HESAA or any other governmental entity with access or audit rights with respect to (1) Proposer's data centers, facilities, systems, networks or equipment; or (2) any technology documentation, test or scan results, or any other artifact relating to Proposer's security practices.</p>	<p>HESAA rejects the request to strike the specified language but is open to negotiating the amount of time it will take the Contractor to be completely functional after a major disaster.</p> <p>HESAA will accept the remainder of this request.</p>

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Information Security	<p>Standard Terms and Conditions: Page 9 #3.12, Cybersecurity Incident Reporting</p> <p>*Please delete “72 hours” and replace with “five business days” within the first paragraph.</p> <p>*Please add the following language to the end of the first paragraph and to the end of the last paragraph: “or earlier if required by applicable law”</p> <p>*Please delete “one” and replace with “five” within the last paragraph.</p> <p>Standard Terms and Conditions: Pages 17-18 #5.23, Confidentiality</p> <p>Please add the following section to the end of section 5.23-H. Please include a new section c:</p> <p>“(c) to subcontractors and service providers provided that Contractor enters into contractual terms with such third party to appropriately protect Confidential Information.”</p>	HESAA is open to negotiating this request.
CONFIDENTIALITY AND COMMITMENT TO DEFEND form	Under Open Public Records Act, P.L. 2001, CHAPTER 404, N.J.S. 47:1A-1 et seq, trade secrets which include proprietary commercial or financial information from any source are to be protected under the Open Records Act. Proposer’s pricing is based upon proprietary commercial and financial information and should be protected under the Act.	As a State entity, HESAA is required to be transparent in the amounts it pays to Contractors. HESAA is willing to negotiate the extent to which pricing is subject to disclosure based on statutory requirements.

<p>Standard Terms, Pages 11-12, #4.2 Insurance</p>	<p>Please delete the 3rd sentence within the first paragraph of section 4.2.</p> <p>Please note: Proposer can provide 30 days written notice however, the policy does not have an endorsement re cancellation notice per contract requirements.</p> <p>Please change the following sentence to read as follows "If the Contractor's insurer cannot provide 30 days written notice of cancellation, then it will become the obligation of the Contractor to provide the same.</p> <p>Please change the following sentence to read as follows: "Renewal certificates shall be provided as soon as reasonably practicable upon expiration of the insurance."</p> <p>Please delete the following language below 4.2-c: "This \$1,000,000 amount may be raised when deemed necessary by HESAA;"</p> <p>Please delete the following language from the Professional Liability Insurance section:</p> <p>"and in such policy forms as shall be approved by HESAA. If the Contractor has claims-made coverage and subsequently changes carriers during the term of this Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage"</p>	<p>HESAA is willing to accept this request.</p>
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<p>Standard Terms</p> <p>Page 19 #6.3 Section D</p>	<p>Please delete this section.</p> <p>We will not be able to fulfill the requirement for #6.3 Section D at this time as we do not track or share this information at this time. Proposer is dedicated to assisting small and emerging middle market suppliers in growing their capabilities. We support programs that offer access to education, capital, and support services, equipping businesses with the tools they need to scale and succeed. We help suppliers develop the essential skills required to compete effectively for procurement opportunities. This includes enhancing their operational readiness, financial acumen, and ability to meet enterprise procurement requirements.</p> <p>Proposer is part of a diversified financial services company that provides retail, commercial and corporate banking services throughout much of the United States. Proposer's services rely upon a robust network of Bank assets, employees and third-party resources located in the United States and around the world. Proposer utilizes various vendors and other third parties to handle portions of its business on a geographic and/or line of business basis. Accordingly, Proposer reserves the right to subcontract freely. It is not feasible for Proposer to obtain the prior written consent of any customer with respect to any service that may utilize such vendor or subcontractor. However, should Proposer choose to subcontract, it shall remain fully responsible for the performance of all obligations pursuant to the contract including those performed by a subcontractor. In addition, Proposer does not consider an arrangement with a third party under which the third party assists Proposer in providing services or products which are not specific to HESAA to be a subcontract for purposes of this Agreement.</p>	<p>HESAA is willing to accept the request to delete section 6.3 D. of the Standard Terms and Conditions.</p> <p>HESAA accepts Proposer's statement that, "Proposer does not consider an arrangement with a third party under which the third party assists Proposer in providing services or products which are not specific to HESAA to be a subcontract for purposes of this Agreement." but does not accept Proposer's request to subcontract freely to the extent a subcontractor is engaged to provide services or products specifically for HESAA. HESAA is willing to negotiate this request as it relates to what types of subcontractors Contractors are required to report.</p>

Standard Terms Pages 9-10 #4.1 section 2, INDEMNIFICATION	Please add the following section to the end of section 4.1 #2. Please include a new section d: "d. notwithstanding the foregoing, Contractor shall have no liability under this section if the alleged claim is caused in whole or in part by: (i) use of the Intellectual Property Rights for a purpose or in a manner in which they were not designed, (ii) any modification to the Intellectual Property Rights without Contractor's approval, or (iii) any additional intellectual property right owned or licensed to HESAA."	HESAA is willing to accept this request.
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<p>RFP p. 1 #1.0 – Purpose and Intent</p> <p>RFP pp. 2, 22, 32, 33</p> <p>#s 2.0; 5.1(3); 7.7; 7.8 - Subcontractors, approval, notice, and flow-down</p> <p>Standard Terms pp. 1-2, 16 #s 2.1 and 5.20 - Business registration, subcontractor list, and licenses and permits</p> <p>Standard Terms pp. 13-14 # 5.8 - Subcontracting consent and privity</p>	<p>Proposer is part of a diversified financial services company that provides retail, commercial and corporate banking services throughout much of the United States. Proposer’s services rely upon a robust network of Bank assets, employees and third-party resources located in the United States and around the world. Proposer utilizes various vendors and other third parties to handle portions of its business on a geographic and/or line of business basis. Accordingly, Proposer reserves the right to subcontract freely. It is not feasible for Proposer to obtain the prior written consent of any customer with respect to any service that may utilize such vendor or subcontractor. However, should Proposer choose to subcontract, it shall remain fully responsible for the performance of all obligations pursuant to the contract including those performed by a subcontractor. In addition, Proposer does not consider an arrangement with a third party under which the third party assists Proposer in providing services or products which are not specific to HESAA to be a subcontract for purposes of this Agreement.</p> <p>Proposer cannot modify agreements with its vendors to include content requested by particular customers.</p>	<p>HESAA is willing to negotiate this request as it relates to what types of subcontractors Contractors are required to report. HESAA does not accept Proposer’s request to subcontract freely to the extent a subcontractor is engaged to provide services or products specifically for HESAA.</p>
<p>RFP p. 2 # 2.0 Definitions Amendment</p> <p>Standard Terms pp. 12-13, 15 #s 5.3-5.5 and 5.14 - Extension, scope reduction, change in law, and amendment</p>	<p>Proposer’s service documentation, which governs the accounts and services to be provided under the contract and which will need to be part of the final contract, include terms addressing the concept of amendment of the service documentation.</p>	<p>HESAA is open to negotiating this request.</p>
<p>RFP pp. 2, 22, 30</p> <p>#s 2.0; 5.1(1), (6); 7.4 - Contract composition, acceptance, and order of precedence</p> <p>Standard Terms, p. 1 A. Order of Precedence</p>	<p>Proposer’s Service Documentation which governs the accounts and services to be provided will need to be part of the final contract. Proposer is willing to discuss the order of precedence of any of HESAA’s additional documents upon contract award.</p> <p>Proposer’s service documentation, which governs the accounts and services to be provided under the contract and which will need to be part of the final contract, include terms addressing the concept of amendment of the service documentation.</p>	<p>HESAA is open to negotiating this request.</p>

RFP, p. 5, #4.1 Depository Accounts RFP p. 29 # 7.1 - Opening and closing of accounts	The Bank must retain the right to close HESAA's accounts in accordance with the Service Documentation. Opening and closing of accounts must be performed in accordance with the Bank's Service Documentation and pursuant to the Bank's policies and procedures.	HESAA is open to negotiating this request to the extent required to ensure State and Federal regulatory compliance.
RFP pp. 5, 12, 18-19, 32 #s 4.1, 4.2, 4.12, 4.19-4.22; 7.7 - Service levels and monetary remedies RFP pp. 22, 20 RFP # 5.1(7)(a) and § 4.26 - Disaster recovery plan, recovery-time commitment, and branch service levels Offer and Acceptance Form	The SLAs noted within the RFP are target levels only and are not a binding commitment on the part of the Bank. A failure to meet these targets shall not be construed as a failure to meet ordinary standard of care or a breach of contract. To the extent the Bank does not meet these targets HESAA's sole recourse shall be to terminate the contract.	HESAA is open to negotiating this request.

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<p>RFP pp. 16-17, 33 #s 4.17-4.18; 7.9 - Confidentiality and release of records</p> <p>Standard Terms p. 17 # 5.23 - Confidentiality and OPRA disclosure</p>	<p>The Bank will keep Confidential Information (meaning all non-public, confidential or proprietary information of HESAA that is disclosed to Bank during the term of the Contract by HESAA or any of its officers, employees, agents or representatives in connection with the provision of banking services, and includes, without limitation, all financial, technical or business information relating to HESAA, including trade secrets, research and development test results, marketing or business plans, strategies, forecasts, budgets, projections, customer and supplier information, and any other analyses, computations or studies prepared by or for HESAA.) confidential, and will not disclose Confidential Information to any person or entity, except disclosures:</p> <p>(a) to federal and state bank examiners, and other regulatory officials having jurisdiction over Bank;</p> <p>(b) to (i) Bank's Representatives (including, without limitation, all other banks and companies affiliated with Proposer & Company, and their legal counsel, auditors, and other professional advisors retained by Bank or its affiliates who need to know the Confidential Information for purposes of the Evaluation), and (ii) any rating agency of Bank, provided that each such individual or entity is informed of the confidential nature of the Confidential Information, and agrees to treat the Confidential Information as confidential in accordance with terms and conditions no less protective than as set forth in this Agreement;</p> <p>(c) required by law or legal process in the opinion of Bank's Representatives; or otherwise authorized in writing by HESAA.</p> <p>In the event that Bank or any of its Representatives is, in the opinion of Bank's counsel, required by applicable law to disclose any Confidential Information, then Bank, unless prohibited by law, will provide notice of the legal process to HESAA so that HESAA, at its sole option (but without obligation to do so), and at its sole expense, may attempt to seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.</p>	<p>HESAA is willing to accept this request as a supplement to the existing language in the RFP and Standard Terms.</p>
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<p>RFP pp. 19-20, 22 #s 4.23 and 5.1(4) - Named senior officer, substitute, and dedicated service team</p>	<p>The Proposer is proud of the experience and caliber of all its team members. While Proposer may consider reasonable HESAA requests to place, modify, or change key project team members, Proposer necessarily retains and reserves the sole discretion and decision-making authority with regard to the above and may make related decisions for any reason, with or without prior notice. If the HESAA reasonably determines, in good faith, that Proposer has provided personnel that do not meet the requirements of this Agreement, the HESAA will notify Proposer and the Parties will promptly meet to discuss and attempt to resolve the HESAA's concerns.</p> <p>Notwithstanding the above, Proposer will staff the project with team members who, in its discretion, are appropriately experienced and qualified for the project's scope of work.</p>	<p>HESAA is willing to add this language to the agreement to the extent it does not contradict Sections 4.23 and 5.1(4) of the RFP.</p>
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<p>RFP pp. 20, 30 #s 4.25; 7.2; 7.3 - Termination, six-month lockbox continuation, and 180-day transition</p> <p>Standard Terms p. 13 # 5.6 - Suspension of work / stop order</p> <p>Standard Terms p. 13 # 5.7 - Termination for convenience, for cause, and in emergency</p>	<p>Proposer reserves the right to terminate subject to reasonable termination periods and/or grounds, which may be negotiated upon award of business.</p> <p>Proposer further reserves the right to negotiate mutually acceptable transition services related terms.</p>	<p>HESAA is open to negotiating this request.</p>
<p>RFP p. 22 - #5.1(1)</p>	<p>Upon award of business, Proposer will negotiate and enter into mutually acceptable agreements with HESAA in connection with the deposit and treasury management products and services requested under the RFP. Proposer's right to negotiate all contract terms upon award of business will not be affected or diminished by any language in the RFP, including language that purports to require specific comments (or to prohibit general exceptions) to HESAA's contractual requirements or to bind Proposer to HESAA's contractual requirements unless specifically commented upon.</p> <p>Proposer will include with its response copies of its account and service documentation for the deposit and treasury management products and services requested in the RFP, which we require to serve as or be incorporated into any final agreement.</p>	<p>As stated in section 5.1(1), HESAA is willing to negotiate terms and conditions with the selected Contractor to the extent that the terms and conditions of HESAA's RFP supersede any conflicting terms and conditions submitted by the Contractor unless waived by HESAA and modified and mutually agreed to in writing.</p>
<p>RFP pp. 29, 22 #s 6.3 and 5.1(6) - Confidentiality of the Bank's proposal and Open Public Records Act treatment</p>	<p>Proposer will include with its response copies of its account and service documentation for the deposit and treasury management products and services requested in the RFP, which we require to serve as or be incorporated into any final agreement.</p>	<p>HESAA does not agree to be bound by any documentation unless mutually agreed to in writing.</p>

RFP p. 26 # 5.4(E); RFP p. 33 - # 7.10, last paragraph Standard Terms p. 6 # 2.12 - State tax set-off against amounts owed to the Bank Standard Terms pp. 10, 20 # 6.6 and # 4.1(D) - Availability of appropriated funds	Proposer expects to be compensated for all services that it renders in conjunction with any contract arising out of the RFP.	HESAA does not accept this request.
RFP p. 26 # 5.4(G)	Any representation, certification, statement or requirement that Proposer Bank. does not or will not boycott any country or other foreign jurisdiction (including, without limitation, Israel) is expressly made subject to and qualified by applicable federal law, including, without limitation, 50 U.S.C. Sections 4841-4843.	HESAA accepts this request.
RFP p. 29 # 7.1 - HESAA option for two one-year extensions	Proposer submits that any extensions or renewals should be mutually agreed upon in writing by the parties.	HESAA accepts this request.

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RFP p. 32 # 7.7 - Transition costs on merger, acquisition, or change in operating status Offer and Acceptance Form	In no event will Proposer be liable for any indirect, special, consequential or punitive damages, whether or not the likelihood of such damages was known to Proposer, and regardless of the form of the claim or action or the legal theory on which it is based. Proposer's liability under this indemnity will be limited to an amount not to exceed 10 times Proposer fees incurred during the calendar month immediately preceding the calendar month in which such loss or damages were incurred (or, if no Proposer fees were incurred in such month, Proposer fees incurred in the month in which the losses or damages were incurred).	HESAA is willing to negotiate this request.
RFP p. 32 # 7.8 - Assignment, mergers, and acquisitions Standard Terms p. 14 #5.10 - Mergers, acquisitions and assignments	Each party may assign the contract with the other party's consent, which consent will not be unreasonably withheld or delayed; provided, however, that Proposer may assign the contract without consent in connection with a merger, acquisition or corporate restructuring involving Proposer.	HESAA accepts this request, to the extent it does not conflict with the notice requirements of section 5.10 of the Standard Terms.

<p>Standard Terms pp. 1, 7, 15, 16 #s 1.0(B), 2.14, 5.13 and 5.21 - No arbitration, New Jersey law, State-court venue, claims restrictions</p>	<p>Proposer's preferred dispute resolution forum is Arbitration, as outlined in the Proposer Service Documentation. Please refer to Proposer Service Documentation for Proposer's dispute resolution provisions, which we would request serve as the starting point for contract negotiations or be incorporated into any final agreement.</p> <p>Proposer requires that in addition to a designated state law, which we are willing to negotiate upon award of business, that the governing law provision to be included in the final contract also include federal law and regulations.</p> <p>Proposer is willing to negotiate an appropriate venue/jurisdiction provision, which would include allowing federal court as a venue/jurisdiction (for matters not otherwise subject to arbitration).</p>	<p>HESAA is willing to negotiate this request.</p>
<p>Standard Terms pp. 1, C. No Auto-Renewal</p>	<p>Proposer's service documentation, which governs the accounts and services to be provided under the contract and which will need to be part of the final contract, include terms addressing the concept of amendment of the service documentation.</p> <p>Proposer submits that any extensions or renewals should be mutually agreed upon in writing by the parties.</p>	<p>HESAA accepts the request that any extensions or renewals should be mutually agree upon in writing by the parties.</p>
<p>Standard Terms p. 7 # 2.15 - Warranty of no solicitation on commission or contingent fee basis</p> <p>Standard Terms pp. 14-15 #s 5.11 and 5.12(A)-(C) - Performance guarantee, delivery, and warranty obligations</p>	<p>Proposer warrants the services to be provided will be in accordance with Proposer's Service Documentation, which governs the accounts and services to be provided.</p>	<p>HESAA is willing to negotiate this request upon review of the Proposer's Service Documentation.</p>
<p>Standard Terms, p. 6, # 2.13 Compliance - Laws</p>	<p>Proposer will perform its obligations in this Agreement in accordance with:</p> <p>(i) applicable Federal laws and federal guidance, (ii) applicable state and local laws and regulations to the extent, in Proposer's opinion, compliance would not conflict with applicable federal laws or federal guidance, industry banking practice or its own policies and procedures and (iii) Proposer's Service Documentation which governs the accounts and services to be provided and has been included with</p>	<p>HESAA is willing to accept sections (i) and (ii) of this request and is willing to negotiate section (iii) of this request upon review of the Proposer's Service Documentation.</p>

	Proposer's response to this RFP .	
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<p>Standard Terms, p. 7 #2.16 Disclosure of Investigations and Other Actions</p> <p>Disclosure of Investigations Form p. 1 Part 2, Questions 1-5</p> <p>RFP p. 27 DISCLOSURE OF INVESTIGATIONS</p>	<p>The Company is involved in a number of judicial, regulatory, governmental, arbitration, and other proceedings or investigations that expose the Company to potential financial losses or other adverse consequences. These proceedings and investigations include actions brought against Proposer and/or our subsidiaries with respect to corporate-related matters and transactions in which Proposer and/or our subsidiaries were involved. In addition, Proposer and our subsidiaries may be requested to provide information to or otherwise cooperate with government authorities in the conduct of investigations of other persons or industry groups. Based on information currently available, advice of counsel, available insurance coverage, and established reserves, Proposer believes that the eventual outcome of the actions against Proposer and/or its subsidiaries will not, individually or in the aggregate, have a material adverse effect on Proposer's consolidated financial condition. Additionally, at this time, and to the best knowledge of the Proposer Bank representatives preparing this response, Proposer Bank has not been involved in any regulatory reviews or any legal actions that would have a material adverse effect on our ability to provide the services requested in this RFP.</p> <p>To the extent any litigation or regulatory matters are required to be reported, they are disclosed in Proposer's SEC filings and are matters of public record:</p> <ul style="list-style-type: none"> • Copies of the Legal Proceedings sections from Proposer's recent public filings and most recent periodic reports will be provided within the RFP Response. • Legal Actions start on page 126 of the 2025 Financial Report 	<p>HESAA will accept the Disclosures of Investigations and Other Actions in the form proposed by this request.</p>

	(Exhibit 13 of Form 10-K). We will provide the link to our Annual Reports within the RFP Response.	
Standard Terms p. 9 # 3.12 - Cybersecurity incident reporting to NJ OHSP and to HESAA	<p>The Waivered Contracts Supplement to HESAA's Terms and Conditions, referenced in Section 3.12, was not provided with the solicitation documents. Proposer is unable to accept the terms of the Waivered Contracts Supplement as written, however, upon award of business and at HESAA's request, Proposer is willing negotiate and enter into mutually acceptable terms with HESAA addressing this topic to the extent it is applicable to the deposit and treasury management products and services requested under the RFP. Proposer's review of, and position with respect to, that Supplement and any incident-notification period or security obligation it contains is expressly reserved pending receipt of the document, and nothing in Proposer's response constitutes acceptance of, or agreement to comply with, terms Proposer has not been provided an opportunity to review.</p>	This contract does not contain a Waivered Contracts Supplement.

<p>Standard Terms pp. 9-10 # 4.1 - General and IP indemnification</p> <p>Standard Terms p. 17 # 5.22 - Accessibility / VPAT defense and indemnity</p> <p>RFP p. 26 CONFIDENTIALITY AND</p>	<p>(a) During the term of this Agreement, Proposer will indemnify, defend and hold harmless HESAA and its officers, directors, employees, agents and assigns (the "Indemnified Parties") from and against all claims, losses, demands, liability, judgments, awards, interest, attorney's fees and costs (collectively, "Losses") arising out of, or resulting from the performance of the services provided hereunder which are, in each case, directly caused in whole or in part by the negligent or intentional misconduct of Proposer or any of its officers, directors, employees, agents, or subcontractors, except to the extent such Losses are caused by the negligence or intentional misconduct of any Indemnified Party.</p> <p>IP Indemnity</p>	<p>HESAA is willing to negotiate this request.</p>
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<p>COMMITMENT TO DEFEND FORM - Entire form</p>	<p>During the term of this Agreement, Proposer will indemnify, defend and hold harmless the Indemnified Parties against any allegation that materials or services provided by the Proposer under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual, property or proprietary right of any third party. Notwithstanding the foregoing, Proposer shall have no liability for such infringements or violations based on (i) any unauthorized alteration or modification of the materials or services by any party other than Proposer, (ii) use of the materials or services in any manner other than as permitted under this Agreement, (iii) use of the materials or services in combination with any equipment or software not authorized by Proposer or reasonably intended for use with the materials or services, or (iv) Proposer's compliance with specific information or instructions provided to Proposer by any Indemnified Party.</p> <p>In no event will Proposer be liable under paragraph (a) or (b) above for any indirect, special, consequential or punitive damages, whether or not the likelihood of such damages was known to Proposer, and regardless of the form of the claim or action or the legal theory on which it is based.</p> <p>Proposer's aggregate liability under paragraphs (a) and (b) above will be limited to an amount not to exceed 10 times Proposer fees</p>	<p>HESAA is willing to negotiate this request.</p>

	<p>incurred during the calendar month immediately preceding the calendar month in which such loss or damages were incurred (or, if no Proposer fees were incurred in such month, Proposer fees incurred in the month in which the losses or damages were incurred).</p>	
<p>Standard Terms p. 12 # 5.2 - Force majeure</p>	<p>Proposer's service documentation, which governs the accounts and services to be provided under the contract and which will need to be part of the final contract, include terms addressing the concept of force majeure.</p>	<p>HESAA is willing to negotiate this request upon review of the Proposer's Service Documentation.</p>
<p>Standard Terms pp. 15, 16 #s 5.12(D) and 5.21(C) - Reprocurement and price-difference remedy</p>	<p>The SLAs noted within the RFP are target levels only and are not a binding commitment on the part of the Bank. A failure to meet these targets shall not be construed as a failure to meet ordinary standard of care or a breach of contract. To the extent the Bank does not meet these targets HESAA's sole recourse shall be to terminate the contract.</p> <p>In no event will Proposer be liable for any indirect, special, consequential or punitive damages, whether or not the likelihood of such damages was known to Proposer, and regardless of the form of the claim or action or the legal theory on which it is based.</p> <p>Proposer's liability under this indemnity will be limited to an amount not to exceed 10 times Proposer fees incurred during the calendar</p>	<p>HESAA is willing to negotiate this request.</p>

	month immediately preceding the calendar month in which such loss or damages were incurred (or, if no Proposer fees were incurred in such month, Proposer fees incurred in the month in which the losses or damages were incurred).	
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Page_Section**Description**

Offer and Acceptance Form p. 1 Items 1-9	<p>Upon award of business, Proposer will negotiate and enter into mutually acceptable agreements with HESAA in connection with the deposit and treasury management products and services requested under the RFP. Proposer's right to negotiate all contract terms upon award of business will not be affected or diminished by any language in the RFP, including language that purports to require specific comments (or to prohibit general exceptions) to HESAA's contractual requirements or to bind Proposer to HESAA's contractual requirements unless specifically commented upon.</p> <p>Proposer has included with its response copies of its account and service documentation for the deposit and treasury management products and services requested in the RFP, which we require to serve as or be incorporated into any final agreement.</p> <p>Proposer will perform its obligations in this Agreement in accordance with:</p> <p>(i) applicable Federal laws and federal guidance, (ii) applicable state and local laws and regulations to the extent, in Proposer's opinion, compliance would not conflict with applicable federal laws or federal guidance, industry banking practice or its own policies and procedures and (iii) Proposer's Service Documentation which governs the accounts and services to be provided and has been included with Proposer's response to this RFP.</p>	<p>HESAA does not agree to blanket approval to negotiate any and all terms of the RFP and Standard Terms & Conditions. Pursuant to section 5.1 1. of the RFP, the terms and conditions of HESAA's RFP supersede any conflicting terms and conditions submitted by the Contractor unless waived by HESAA and modified and mutually agreed to in writing.</p> <p>HESAA is willing to accept sections (i) and (ii) of this request and is willing to negotiate section (iii) of this request upon review of the Proposer's Service Documentation.</p>
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Standard Terms, Exhibit A	<p>Proposer cannot comply with the statutes in Exhibit A. Please replace Exhibit A with the following:</p> <p>Proposer does not discriminate on the basis of any demographic characteristic or status protected by applicable federal, state, or local law (“protected characteristics”). Specifically, Proposer does not make employment decisions (whether hiring, promotion, assignment, termination or other personnel decisions) based on protected characteristics. Proposer will comply with applicable state law in this area to the extent not contrary to federal law or guidance.</p> <p>Proposer is an equal opportunity employer and does not discriminate (nor make employment decisions) on the basis of any demographic characteristic or status protected by applicable federal, state, or local law (“protected characteristics”). New Jersey’s affirmative action requirements – which generally seek to provide that all applicants and employees are treated without regard to protected characteristics – require contractors to make good faith efforts to meet specific targets for New Jersey counties, but do not require quotas. Good faith efforts (which include consideration of a variety of factors) do not require contractors to make hiring, assignment or other personnel decisions on the basis of protected characteristics.</p>	HESAA is willing to negotiate this request.
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