

**AMENDED AND RESTATED CONTRACT FOR THIRD PARTY
ADMINISTRATIVE SERVICES**

This Amended and Restated Contract for deposit and treasury management services "Third Party Administrative services" or the "Services" (the "Contract") is entered into by and between Fifth Third Bank ("Bank" or "Contractor") and the Indiana Treasurer of State's Office ("Company" or "State") effective as of April 1st, 2018 and incorporates by reference the Master Treasury Management Agreement between the State and Bank (the "MTMA") and the associated Treasury Management Services Terms and Conditions Book ("T&C" and together with the MTMA, the "Service Documentation") attached hereto as **Exhibit A**. In an event of a conflict between this Contract and the Service Documentation, this Contract governs.

Background

- A. The Bank and the State previously entered into that certain Contract for Third Party Administrative Services dated July 30, 2013 (including all attachments, the "Original Contract"), pursuant to which the Bank provides certain deposit and treasury management services to the State; and
- B. The Bank and the State desire to replace the Original Contract with this Contract.

NOW, THEREFORE, the Bank and the State, intending to be legally bound, hereby agree as follows:

1) Duties of Contractor.

The Bank's Account Reconciliation Plan service will enable the State to use the Bank to (a) store information about items the State issues on demand deposit accounts that the State enrolls; and (b) process the information in accordance with the Service option(s) that the State elects during the set up process for the services and from time to time thereafter. Bank will also provide the Services as described in the Service Documentation attached hereto in **Exhibit A**.

2) Consideration.

Bank will charge the State for the Services according to the pricing listed on **Exhibit B**.

3) Term and Renewal.

This Contract shall commence on April 1st, 2018 and end March 31st, 2020.

4) Access to Records.

Bank and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under the Contract in accordance with Bank's internal record retention policies. Bank shall make such materials available pursuant to its record retention and privacy policies at its offices, upon reasonable notice and during reasonable hours, and for three (3) years from the date of final payment under the Contract for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5) Assignment; Successors.

The Bank may assign the Service Documentation to an affiliate of the Bank, or its right to receive payments to such third parties as the Bank may desire without the prior written consent of the State, provided that the Bank gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under the Service Documentation and shall not be made to more than one party. Bank and the State agree that there will not be any subcontractors used by Bank under this Contract, except as provided in the Service Documentation.

6) Assignment of Antitrust Claims – DELETED BY MUTUAL AGREEMENT OF THE PARTIES.

7) Audits.

Bank may be required to submit to an audit of funds paid under this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, et. seq. and audit guidelines specified by the State, to the extent applicable to Bank, and must be in accordance with Bank's record retention and privacy policies.

8) Authority to Bind Bank.

The signatory for Bank represents that he/she has been duly authorized to execute this Contract on behalf of Bank and has obtained all necessary or applicable approvals to make this Contract fully binding upon Bank when his/her signature is affixed and accepted by the State.

9) Changes in Work.

Bank shall not add any Services apart from those described in **Exhibit A** or change the scope of work until authorized in writing by the State. Bank shall make no claim for additional compensation (apart from the costs listed in **Exhibit B**) in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10) Compliance with Laws.

A. Bank shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to it, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Bank, as requested by the State, to determine whether the provisions of this Contract require formal modification.

B. The Bank and its agents shall, only to the extent they are applicable to them, abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6 et seq., IC § 4-2-7, et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Bank is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. Bank certifies that to the best of its knowledge, by entering into this Contract, that it is not presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Bank agrees that any payments currently due to the State and not being contested in good faith may be withheld from payments due to the Bank. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Bank is current in its payments and has submitted proof of such payment to the State.

D. Bank is an indirect wholly-owned subsidiary of Fifth Third Bancorp. Fifth Third Bancorp is subject to the Securities Exchange Act of 1934 and, consequently, is subject to Regulation FD, which governs its release of material information. Fifth Third Bancorp files periodic reports with the Securities and Exchange Commission. Information regarding material governmental actions are included in its Annual Report on Form 10-K, its Quarterly reports on Form 10-Q, its Current Reports on Form 8-K and its other periodic filings with the Commission. Such filings are available to the public from the Commission's website at www.sec.gov from Bank's website at www.53.com.

E. If a valid dispute exists as to the Bank's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Bank, the Bank may request that it be allowed to continue or receive work without delay.

F. Bank warrants that the Bank and its subcontractors if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, applicable to each respectively, if any, and shall comply with all health, safety, and environmental statutes, rules, or regulations applicably to each respectively, if any, in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Bank affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State; provided, however, should the Bank be out of Compliance with any laws applicable to it, it be given a reasonable opportunity to cure.

H. As required by IC 5-22-3-7:

(1) The Bank certifies that (A) the Bank, except for de minimis and nonsystematic violations that are not material, has not knowingly violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty five (365) days, even if IC 24-4.7 is preempted by federal law; (B) the Bank maintains reasonable procedures designed to comply, and to ensure its affiliates and vendors comply, with applicable telemarketing laws for the duration of the Contract; and (C) The Bank will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Bank certifies that, to its knowledge, no affiliate or principal of the Bank nor any agent acting on behalf of the Bank or on behalf of an affiliate or principal of the Bank (A) except for de minimis and nonsystematic violations, has violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

I. As required by IC 5-22-16.5, the Bank certifies, after a reasonable inquiry and to the best of its knowledge, that the Bank is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14 including termination of the Contract, denial of future state contracts, as well as imposition of a civil penalty.

J. Employment Eligibility Verification -- As required by Public Law 171-2011: The Bank affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien. The Bank shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Bank is not required to participate should the E-Verify program cease to exist. Additionally, the Bank is not required to participate if the Bank is self-employed and does not employ any employees. The Bank shall not knowingly employ or contract with an unauthorized alien. The Bank shall not retain an employee or contract with a person that the Bank subsequently learns is an unauthorized alien. The State may terminate for default if the Bank fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

11) Condition of Payment.

All services provided by Bank under this Contract must be performed in accordance with all applicable federal, state, local laws, ordinances, rules and regulations and the Contract. The State shall not be required to pay for work found to be performed in (a) violation of a federal, state or local statute, ordinance, rule or regulation applicable to Bank; or (b) in violation of the Contract.

12) Confidentiality of State Information.

The parties understand and agrees that data, materials, and information disclosed to each other may contain confidential and protected information. The parties covenant that confidential data, material and information gathered, based upon or disclosed under the Contract will not be disclosed to or discussed with third parties without the prior written consent of the disclosing party; provided, however, the receiving party may disclose such confidential and protected information to (i) regulatory officials having jurisdiction over such party; (ii) a party's representatives (including legal counsel, auditors and other professional advisors who have a need to know the confidential and protected information in connection with the provision of the Services); and (iii) as required by rule, regulation or legal process. The parties acknowledge that the Services to be performed by the Bank for the State under the Contract may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Bank and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11.

13) Continuity of Services. --DELETED BY MUTUAL AGREEMENT OF THE PARTIES.

14) Debarment and Suspension. --DELETED BY MUTUAL AGREEMENT OF THE PARTIES.

15) Default by State.

If the State, thirty (30) days after receipt of written notice, fails to correct or cure any material breach of the Contract, the Bank may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination. Bank

may terminate this Contract upon ninety (90) days' notice for convenience. In addition, Bank may also terminate the Contract sooner if required by any rule, law or regulation binding on Bank; provided, however, if Bank terminates the Contract as required by rule, law or regulation, it will take all commercially reasonable and lawful efforts to continue to provide the Services until such time as a successor contractor can be obtained.

16) Disputes.

- A. Should any disputes arise with respect to this Contract, the Bank and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. In the event that the State and the Contractor are unable to resolve any disputes arising under this Contract through informal measures, either party may seek redress in the Federal and State Courts of the State of Indiana. All such disputes will be governed by the substantive federal laws, to the extent applicable, and the law of the State of Indiana.

17) Drug-Free Workplace Certification.

Bank hereby covenants and agrees to make a good faith effort to provide and maintain a drug free workplace. Bank will give written notice to the State within ten (10) days after receiving actual notice that the Bank or an employee of the Bank in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of payments, termination of the Contract and/or debarment of contracting opportunities with the State for up to three (3) years. In addition to the provisions of the above paragraphs, if the total contract amount set forth in the Contract is in excess of \$25,000.00, the Bank certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Bank's workplace, and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Establishing a drug-free policy of the expectation that they work unimpaired (1) the dangers of drug abuse in the workplace; (2) the Bank's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Bank of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within in thirty (30) days after receiving notice under subdivision (C)(2) above of a drug abuse conviction occurring in the workplace, imposing the following sanctions or remedial

measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18) Employment Option --DELETED BY MUTUAL AGREEMENT OF THE PARTIES.

19) Force Majeure.

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall as soon as is reasonably practicable after learning about such Force Majeure give notice to the other party and shall do everything commercially reasonable to resume performance. Upon receipt of such notice, all obligations under the Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

20) Funding Cancellation.

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of the Contract, the Contract and Services provided thereunder shall be terminated in accordance with the termination provisions of the Contract. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

21) Governing Laws.

This Contract shall be construed in accordance with substantive federal laws, regulations and rules, and to the extent such laws, regulations and rules are not applicable, the Contract shall be governed by the laws of the State of Indiana and suit, if any, must be brought in Federal and State Courts in the State of Indiana. The services provided under the Service Documentation are also subject to applicable federal rules established by the Office of the Comptroller of the Currency, the Federal Deposit Insurance Corporation, the Federal Reserve Board, or their successors, as applicable to the Bank. The services are further subject to the Operating Rules of the National Automated Clearing House Association as applicable and the Bank's operating rules and procedures for electronic entries, both as they now exist and as they may be amended, modified or supplemented from time to time.

22) HIPAA Compliance. --DELETED BY MUTUAL AGREEMENT OF THE PARTIES.

23) Indemnification.

The Bank agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all claims and suits from a third party including court costs, attorney's fees, and other expenses caused by a breach by the Bank in the performance of the Contract. The State shall not provide such indemnification to the Bank.

24) Independent Contractor.

Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Bank shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Bank's employees.

25) Information Technology Enterprise Architecture Requirements - DELETED BY MUTUAL AGREEMENT OF THE PARTIES.

26) Insurance. - DELETED BY MUTUAL AGREEMENT OF THE PARTIES.

27) Key Person(s). - DELETED BY MUTUAL AGREEMENT OF THE PARTIES

28) Licensing Standards.

The Bank, its employees and subcontractors shall comply with all licensing standards, certification standards, accrediting standards and any other laws, rules or regulations applicable to each of them respectively governing the Services to be provided under the Contract, if any. The State will not pay the Bank for any affected Services performed when the Bank, its employees or subcontractors are not in material compliance with such applicable standards, laws, rules or regulations. If any applicable license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification or accreditation, the GIB Division of the Bank shall notify the State as soon as is reasonably practicable after learning of such expiration, disciplinary action or revocation and the State, at its option, may immediately terminate the Contract.

29) Merger & Modification.

This Contract including the Exhibits constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of the agreement between the parties. This Contract may not be modified, supplemented or amended, except by written agreement signed by all necessary parties.

30) Minority and Women's Business Enterprises Compliance. - DELETED BY MUTUAL AGREEMENT OF THE PARTIES

31) Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Bank covenants that it shall not discriminate against any employee or applicant for employment relating to the Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Bank certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

32) Notice to Parties.

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Ryan A. Locke
Deputy Treasurer | General Counsel
Office of the State Treasurer
200 West Washington Street, Room 242
Indianapolis, IN 46204

B. Notices to the Bank shall be sent to:

Carl Mills
Vice President
Fifth Third Bank
251 North Illinois Street, Suite 1200
Indianapolis, IN, 46204

33) Order of Precedence; Incorporation by Reference.

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, and (3) attachments prepared by the Bank. All attachments and all documents referred to in this paragraph are hereby incorporated fully by reference.

34) Ownership of Documents and Materials.

Bank will provide customary data and reports associated with the requested services. However, Bank is a service provider, and is not delivering "work product". Bank will retain all ownership and related rights in its intellectual property (including, but not limited to, systems, software and hardware, regardless of location or date of development), used or developed in connection with the requested Services, now and hereafter. Notwithstanding the foregoing, all documents, records, programs, data, film, tape, articles, memoranda, and other materials specifically

developed by the Bank for the State under this Contract (the "Materials"), will be the property of the State; provided, however, the Bank may maintain and use copies of such Materials as necessary to comply with applicable rule, law or regulation binding on Bank except as expressly stated herein, use of these Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. Bank shall provide the State access to the Materials during the term of this Contract upon reasonable notice in accordance with Bank's record retention and privacy policies.

35) Payments.

No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.

36) Penalties/Interest/Attorney's Fees.

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1. Notwithstanding the provisions contained in IC 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

37) Progress Report - DELETED BY MUTUAL AGREEMENT OF THE PARTIES

38) Public Records - DELETED BY MUTUAL AGREEMENT OF THE PARTIES

39) Renewal Option.

This Contract may be renewed under the same terms and conditions upon the mutual written agreement of the parties. The term of the renewed contract may not be longer than the term of the original contract.

40) Severability.

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

41) Substantial Performance.

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

42) Taxes.

The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Bank as a result of this Contract.

43) Termination for Convenience.

The Contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in its best interest. Termination of Services shall be

effected by delivery to the Bank of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The Bank shall be compensated for Services rendered prior to the effective date of termination. The State will not be liable for Services performed after the effective date of termination. The Bank shall be compensated for Services herein provided but in no case shall total payment made to the Bank exceed the prices stated in Exhibit B, if pricing for such Services was specified, or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

44) Termination for Default.

A. With the provision of thirty (30) days' notice to the Bank, the State may terminate the Contract in whole or in part if the Bank fails to:

1. Correct or cure any material breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Make progress so as to endanger performance of this Contract; or
3. Perform any of the other provisions of this Contract.

B. The State shall pay the price for Services accepted as shown in the attached Exhibit B. Failure to agree will be a dispute under the Disputes clause.

C. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract. The Bank shall have its rights with respect to termination as provided in the Service Documentation.

45) Travel.

No expenses for travel will be reimbursed unless specifically permitted under the scope of Services or consideration provisions. Expenditures made by the Bank for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

46) Indiana Veteran's Business Enterprise Compliance. - DELETED BY MUTUAL AGREEMENT OF THE PARTIES

47) Waiver of Rights.

No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract.

48) Work Standards.

The Bank shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards applicable to similarly situated Banks.

49) State Boilerplate Affirmation Clause - DELETED BY MUTUAL AGREEMENT OF THE PARTIES.

50) Non-Collusion and Acceptance.

The undersigned attests, subject to the penalties for perjury, that he/she is the properly authorized representative, agent, member or officer of the Bank, that he/she has not, nor has any other member, employee, representative, agent or officer of the Bank, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

* * * * *

In Witness Whereof, the Bank and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below to the terms thereof.

FIFTH THIRD BANK

By: Michael Carfi

Printed Name: Michael Carfi

Title: VP

Date: 7/20/18

OFFICE OF THE INDIANA TREASURER OF STATE

By: Ryan A Locke

Printed Name: Ryan A Locke

Title: Deputy Treasurer

Date: _____

Exhibit A
Service Documentation

[MTMA]

[ON-LINE CHANNEL ACCESS]

[Terms and Conditions Book]



FIFTH THIRD BANK

**MASTER TREASURY
MANAGEMENT AGREEMENT**

This Master Treasury Management Agreement ("MTMA" or, in this document, this "Agreement") is between the undersigned "Customer" and Fifth Third Bank ("we" or "us") and is effective when and as of the later date executed by us as indicated on the Signature Page to this Agreement.

1. Bank Services

1.1 Use. Customer desires to obtain, and we agree to provide the Treasury Management services ("TM Services" or "Services") as provided in this Agreement and the applicable Terms and Conditions (found in our Terms and Conditions Book or separate addendum to this Agreement, collectively the "Terms and Conditions" or "Service Terms"). Customer may request a Service by any means we approve ("Service Request"). If we accept and approve a Service Request, we and Customer are subject to the Terms and Conditions for that Service. If Customer uses a Service before the Service Request is approved by us, Customer's first use of the Service shall be deemed to be Customer's agreement to the Terms and Conditions for that Service.

1.2 Service Terms. Customer acknowledges receiving a copy of the Terms and Conditions for the Services it desires. Once a Service Request is approved by us or Customer is deemed to have accepted the Terms and Conditions for a particular Service, the applicable Terms and Conditions are incorporated into, and made a part of, this Agreement. Neither party is bound by or subject to the Terms and Conditions for any Service Customer does not use.

1.3 Customer Use. We provide the Services for the sole and exclusive benefit of Customer, and if we approve in writing, Customer's Affiliates (as defined below). The Services may only be used for business purposes and not for personal, household or consumer purposes.

1.4 User Guide. For some of our Services, we may provide in hard copy or make available online an operating manual or user guide ("User Guide") to assist Customer in using that Service.

1.5 Accounts. Customer shall at all times have and maintain with Fifth Third Bank one or more accounts (individually an "Account" and collectively the "Accounts") for use in connection with a Service and maintain in such Account sufficient collected balance to cover Customer's use of, and transactions in, such Accounts including fees and expenses payable to us.

2. Online Channel Access Agreement

2.1 OCAA. This Agreement is one of the "Bank Agreements" referred to in the Online Channel Access Agreement in effect between Customer and us (as it may be amended from time to time, the "OCAA"). The TM Services provided under this Agreement are "Bank Services" for purposes of the OCAA. The OCAA governs the Access Channels and Channel Services (each as defined in the OCAA) used to access the Bank Services where applicable and together with this Agreement govern the TM Services provided to Customer contemplated by this Agreement. If Customer uses the Channel Services without having executed an OCAA, Customer will be nevertheless be bound by the OCAA in the form provided or made available to Customer.

2.2 Channel Services. The Channel Services available in connection with these Services include the ability to view and manage Account information, transmit Instructions (as defined below) and other directions and decisions to us and other online features as described in this Agreement, the Service Terms or the User Guide.

3. Customer Information

3.1 Service Information. Customer agrees to provide all information we reasonably require in order to set up and provide the Services to Customer. Customer (a) represents and warrants that all information provided or to be provided to us by Customer's representatives is true and correct, and (b) agrees to provide any additional information that we reasonably require to enable us to provide the requested Services to

Customer. Any changes by Customer to the information provided to us must be made in writing and will be effective after we have had a reasonable opportunity to act on the changed information.

3.2 **Personnel.** We are entitled to rely upon the accuracy of all information and authorizations received from an officer or authorized employee or representative of Customer (an "Authorized Agent"), and on the authenticity of any signatures purporting to be of an Authorized Agent. Customer agrees to notify us immediately of any change in the status of an Authorized Agent. Customer acknowledges that we may require a reasonable time period before we act upon any such change. Customer agrees that we may refuse to comply with requests from any individual until we receive documentation reasonably satisfactory to us confirming the individual's authority.

4. Fees and Taxes

Except as expressly provided in a written pricing agreement or amendment referring to this Agreement and executed by us ("*Pricing Amendment*"), Customer agrees to pay our standard Account and Service fees and charges in effect from time to time as billed by us. In addition, Customer agrees to pay our standard fees and charges for any requested or required special service or handling. Customer is responsible for all taxes attributable to its use of the Services or this Agreement (excluding taxes based on our employees, property or net income).

5. Instructions

Each payment order, wire transfer instruction, ACH entry, file, batch release and other message or instruction to us (an "*Instruction*") that is sent to us electronically in accordance with this Agreement or the applicable Terms and Conditions shall be considered to be an original writing and to have been signed by an Authorized Agent. Neither party will contest the validity or enforceability of such an Instruction on the ground that it was not in writing, not signed by an Authorized Agent or not an original. A valid digital signature shall, at all times, be deemed to be conclusive proof of due authorization by Customer of the communication, Instruction or document to which it relates. Customer is solely responsible

for the accuracy and completeness of each Instruction or communication sent to us.

6. Our Representations and Warranties

6.1 **General.** We represent and warrant to Customer that: (a) we are duly organized, validly existing, and in good standing in the jurisdiction in which we are organized; (b) the execution, delivery and performance by us of this Agreement has been authorized by all necessary corporate and governmental action; (c) the persons signing this Agreement on our behalf are duly authorized to do so; (d) this Agreement represents our legal, valid and binding obligation; and (e) our execution and performance of this Agreement and our provision of the Services do not and will not violate any Applicable Law (as defined below), our articles of association or bylaws or any material agreement by which we are bound.

6.2 **Service.** We agree to provide the Services in accordance with reasonable commercial banking standards prevailing for the applicable Service for similarly situated financial institutions.

6.3 **Limitations.** Except as expressed elsewhere in this Agreement or in the applicable Terms and Conditions, we make no other representations or warranties, either express or implied, of any kind with respect to any Service or our performance of the Services, including, without limitation, those of merchantability and fitness for a particular purpose. No descriptions, or specifications constitute representations or warranties of any kind.

7. Customer Representations and Warranties

Customer represents and warrants to us that: (a) Customer is duly organized, validly existing, and in good standing in the jurisdiction in which Customer is organized, and is validly qualified in any other jurisdiction where Customer does business and is required to be qualified except where the failure to be so qualified would not have a material adverse effect on Customer; (b) the execution, delivery and performance by Customer of this Agreement and the Related Agreements (as defined below) and the use of the Services have been authorized by all necessary entity and governmental action; (c) the persons signing this Agreement and the Related

Agreements on Customer's behalf are duly authorized to do so; (d) this Agreement represents Customer's legal, valid and binding obligation; (e) the execution and performance of this Agreement and the use of the Services do not and will not violate in any material respect any Applicable Law, Customer's entity governing documents, or any material agreement by which Customer is bound; and (f) each Account Customer maintains with us, and all use of the Services, is maintained or used solely for a legitimate business or commercial purpose and not a personal, family or household purpose. Customer reaffirms these representations and warranties each time it uses a Service and agrees to promptly notify us if any representation or warranty made by Customer is no longer true.

8. Security Procedures; Operating Procedures

8.1 Establishment. Access to some of our Services is subject to Security Procedures ("Security Procedures"). Our Security Procedures include the Security Procedures for the Access Channel and other use of identification codes, personal identification numbers and passwords ("Identification Codes"), call back protocols, tokens and other systems or procedures. The Security Procedures verify the origin of Instructions and communications sent to us. We and Customer will agree on the Security Procedures for a particular Service in the set-up process for that Service and to changes as needed. Customer agrees to select the Security Procedure that is suitable for Customer in light of its intended use of the applicable Service or Services. The Security Procedures are not designed to detect errors in any Instruction to us.

8.2 Verification. If we accept and act in good faith on a payment order issued to us in Customer's name and in accordance with the Security Procedures and any written agreement between Customer and us, the payment order is effective as Customer's payment order whether or not it is authorized, and Customer is bound by it in accordance with Applicable Law. Any other Instruction communicated to us in Customer's name in compliance with the Security Procedures and all access to and use of Services and Channel Services using the Security Procedures are considered authorized by Customer.

8.3 Funds Transfers. In connection with the use of our wire transfer, ACH and other funds transfer Services, we recommend that Customer establish an approval protocol appropriate for Customer's particular circumstances to prevent unauthorized transactions. If Customer does not establish and require adherence to an approval protocol for such funds transfers or if Customer selects a "no approval" option, Customer assumes the risks of all transactions that could have been prevented by requiring such protocol or approval. Funds transfers involving only internal Account transfers may not be subject to all of the Security Procedures for external funds transfers.

8.4 Access Devices. Access to some Services may require the use of a security token in physical, software or virtual form or other authentication device or process and related software (an "Access Device"). Proper use of the Access Device is part of the Security Procedure for these Services. The use of the Access Device is subject to any terms of use or license accompanying the Access Device, and may only be used as and where delivered to Customer and only for the purpose of accessing our Services. Each Access Device and the related technology, documentation and materials at all times remain our or the provider's property.

8.5 Authority. The Security Procedures are in addition to and do not limit, revoke or affect the authority of any person (whether by course of dealing or otherwise) to transmit Instructions in Customer's name. We may continue to rely upon such authority and we are authorized to act upon Instructions received from persons acting pursuant to such authority. Customer is bound by any authorized payment order or other Instruction, and by use of the Channel Services by authorized personnel.

8.6 Other Applications. As part of the Security Procedures, we apply software and other programs and processes ("Additional Programs") to select certain Instructions for further review and verification by Customer. The application of these Additional Programs may delay the processing of your Instructions or other transaction until we obtain such verification. We will use reasonable efforts to obtain such verification. Customer agrees that these additional procedures are NOT a substitute for proper Account controls and management on its part.

8.7 Certain Potential Effects. We are not responsible for our refusal to act upon or delay in processing any Instruction that does not comply with this Agreement or the applicable Terms and Conditions, or as a result of our properly following the Security Procedures or applying Additional Programs.

8.8 Safeguarding the Security Procedures. Customer agrees to (a) maintain the complete security and confidentiality of the Security Procedures, and (b) institute and use prudent procedures and practices to control access to the Services and use of the Security Procedures. Customer's failure to protect the confidentiality of the Security Procedures may enable an unauthorized person to use the Services and access Customer's Accounts and data. Customer must notify us immediately if there has been a breach of its security, or any Security Procedure has been lost, stolen, misused or compromised.

9. Compliance.

This Agreement, the Terms and Conditions and the use and provision of our Services are subject to all applicable state, federal, local and foreign laws, rules, regulations and other laws, including without limitation, the Uniform Commercial Code in effect in the State of Ohio, the NACHA Operating Rules & Guidelines ("Operating Rules"), rules and regulations of any money transfer system, check clearing or payment clearing house, association or network used by us in providing the Services to Customer, the regulations and operating circulars of the Federal Reserve Board and all applicable privacy and data security laws (collectively, "Applicable Law"). Both parties agree to be bound by the Operating Rules where applicable and to comply with Applicable Law in using or providing the Services, as the case may be, including any control or sanction administered by the Office of Foreign Asset Control. Customer will not make or accept any payments through or in any Accounts with us in connection with unlawful internet gambling.

10. Security

10.1 System Security. We have implemented policies, procedures, and controls to safeguard Customer information in accordance with Applicable Law including the Interagency Guidelines Establishing Standards for Safeguarding Customer Information which

address standards for security, confidentiality and integrity of customer information. We are subject to periodic reviews by our federal banking regulators.

10.2 Breach Incidents. We will notify Customer of security breach incidents involving Customer's information as required by and in accordance with Applicable Law.

11. Limitation of Liability

CUSTOMER AGREES TO THE MAXIMUM EXTENT PERMITTED BY LAW THAT IN ADDITION TO ANY OTHER LIMITATION ON OUR LIABILITY IN THIS AGREEMENT OR THE OCAA, IN NO EVENT WILL WE (OR OUR OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, EMPLOYEES OR AGENTS) BE LIABLE OR RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR SPECULATIVE LOSSES, EXPENSES, INJURY, COSTS OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, REVENUE, SAVINGS, TIME, DATA, GOODWILL, AND OPPORTUNITIES, ATTORNEYS' FEES, AND COURT AND OTHER DISPUTE RESOLUTION COSTS) THAT CUSTOMER OR ANY OTHER PERSON MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, COST OR DAMAGE AND REGARDLESS OF THE TYPE OF CLAIM.

Our liability to Customer arising from any Service or this Agreement will be limited to actual monetary damages that are the direct result of our failure to exercise reasonable care in providing the Service. Notwithstanding the foregoing, for Instructions which are subject to UCC Article 4A, we are liable only for damages required to be paid under UCC Article 4A.

We shall not be responsible or liable for any act or omission of Customer's officers, employees or agents, or of any third party (other than our Processors and subcontractors), or for any failure to act by us if we reasonably believed taking the omitted action would have violated Applicable Law.

12. Indemnification Obligations

12.1 Customer. To the fullest extent not prohibited by Applicable Law, Customer agrees to indemnify and hold us and our officers, directors, employees, affiliates, shareholders and agents harmless from and against any and all losses, liabilities, damages, actions, claims and expenses including court costs and reasonable attorneys' fees and expenses ("Losses") resulting directly or indirectly from, or arising in connection with: (a) Customer's breach of any of Customer's agreements, representations, warranties or covenants in this Agreement, the Terms and Conditions or any other agreement with us relating to the Services; (b) Customer's violation of Applicable Law; or, (c) Customer's use of the Services and our complying with or carrying out any Instruction or other direction given to us in accordance with this Agreement. Customer is not, however, obligated to indemnify us for any Loss directly resulting from our gross negligence or bad faith.

12.2 Bank. To the fullest extent not prohibited by Applicable Law, we agree to indemnify and defend at our own expense or settle any action brought against Customer to the extent that it is based on a claim that Customer's use of a Service directly infringes a copyright, trademark or patent or constitutes misappropriation of a third-party trade secret, provided, however, that Customer: (a) promptly notifies us in writing of such claim; (b) has not made any admission of liability or agreed to any settlement or other material issue relating to such claim; (c) reasonably cooperates with us at our expense in the defense or settlement; and (d) gives us sole control and authority over all aspects of the defense or settlement of such claim.

13. Recordings; Imaging Records

Customer authorizes us (but we are not obligated) to record electronically and retain telephone conversations between Customer and us. Imaging and electronic records will be retained by us in accordance with our policies and procedures and copies of such records will be available at Customer's request and expense.

14. Confidentiality and Privacy

14.1 Customer. Subject to Customer's duties under Applicable Law, Customer agrees to keep confidential and not disclose to any third party (other than its agents) our fees and charges,

terms of Service, User Guides, software, non-public Service features and other proprietary information and systems we or our Processors provide and disclose in connection with the Services. Customer acknowledges the exclusive ownership by us or our Processors of such information, and agrees to use such information solely for purposes of using the Services.

14.2 Bank. We acknowledge that non-public information we obtain from Customer in connection with providing a Service to Customer may be confidential. We will maintain the confidentiality of such information in accordance with our normal procedures for safeguarding customer information and Applicable Law subject to our right to disclose information as required in connection with providing the Services or as required by government authorities.

14.3 Privacy. We agree to comply with Applicable Law relating to privacy. Notwithstanding the foregoing in this Section 14, we may disclose Customer's information as provided in the Fifth Third Bank Privacy Notice for Commercial Customers available on our website.

15. Account Management

15.1 Information Review. Information regarding transactions with the Services is reported on Customer's periodic Account statement and is also available with one or more of our reporting Services. Customer is responsible for monitoring its use of our Services and all activity in its Accounts with us including individual transactions. Customer agrees to: (a) regularly review the Account information we make available to Customer; (b) promptly review the Account statements we send to Customer; and (c) notify us as soon as reasonably possible of any error, unauthorized transaction or other similar matter but, in any case, not more than thirty (30) calendar days after the information is so made available or sent to Customer (90 days in the case of information relating to our fees).

15.2 Prevention. Customer agrees to institute, maintain and enforce commercially reasonable procedures to prevent fraud, and misuse and unauthorized use of the Services ("Customer Measures"). In addition to the Customer Measures, we offer a variety of Services and other tools designed to assist

Customer in reducing or stopping the incidence of fraud and unauthorized activity in Customer's Accounts including positive pay, ACH transaction control, disbursement control, information reporting and Account management Services. To the extent Customer chooses not to use one of these Services or features or implement Customer Measures, and the proper use of that Service or Customer Measure could reasonably have prevented the incidence of fraud, unauthorized activity or loss suffered by Customer, Customer will be deemed to have assumed the risk of such fraud, unauthorized activity or loss so suffered and will be precluded from asserting that we are responsible for such fraud, unauthorized activity or loss.

15.3 Account Information. Depending upon the Service features Customer selects, Customer will have access to Account and transaction information on a prior day or intraday basis, or both. Account information changes frequently and is subject to updating, verification and correction. We assume no responsibility for Customer's reliance on any Account or Service information subsequently updated, verified or corrected.

16. Overdraft

We may delay or refuse to process any item, transaction or Instruction that exceeds the amount of available funds in the Account on which it is drawn or presented or would reduce the balance in such Account below any required minimum balance (i.e., the item, transaction or Instruction would create an "Overdraft"). We process Items and other debits to Customer's Account in the order described in the Commercial Account Rules (or, for our Business Banking Customers, the Rules and Regulations Applicable to all Fifth Third Accounts) or similarly named agreement provided to Customer governing Customer's Accounts with us ("Account Rules"). If we decide in our discretion to process an item, transaction or Instruction despite the Overdraft, Customer agrees to reimburse us upon demand for: (a) the full amount of any Overdraft or shortfall created by that item, transaction or Instruction; (b) all Overdraft fees and charges; (c) interest on the amount of the Overdraft or shortfall for the day the Overdraft or shortfall was created and for each following day until the Overdraft or shortfall has been paid or restored; and (d) all Losses we incur in collecting from Customer the

Overdraft, or any fees, charges or interest relating to it.

17. Transaction Limits

If we in good faith determine that: (a) providing any Service to Customer could reasonably be expected to result in a violation of any Applicable Law or a material loss to us; (b) we would be entitled to terminate the applicable Service under the second paragraph of the "Termination" section of this Agreement (with or without the lapse of time or notice); or (c) Customer is in default under this Agreement or any Related Agreement, we may limit Customer's transaction volume or dollar amounts, refuse to execute transactions, or terminate that Service to Customer. In addition, we may restrict or limit the types of Instructions Customer may send to us for processing or execution. We will, to the extent not restricted by law, promptly communicate our decisions regarding such restrictions to Customer. We reserve the right to limit transaction volume or dollar amounts in circumstances not described in the first sentence of this section, provided we give Customer prior notice of any material limitation or decrease in previously communicated limitations. Customer agrees to provide us, upon our request from time to time, with such financial information and statements and other documentation as we reasonably determine to be necessary or appropriate to enable us to evaluate our exposure or risk.

18. Processors

Customer acknowledges and agrees that we may arrange for certain or all of the aspects of the Services including software and processing to be performed or provided by third-party processors expressly engaged by us ("Processors"). To the extent we have engaged a Processor, we are responsible for the aspects of the Service provided by them.

19. Vendors

Any third party servicer or vendor used by Customer in connection with the Services or to whom Customer gives access to any Service, through the Channel Services or otherwise ("Vendor") is Customer's agent and not ours, and Customer will be liable and solely responsible for: (a) any Vendor's failure to comply with this Agreement, the Terms and

Conditions or any Security Procedures or operating requirements relating to the Services; and (b) all fees, costs and expenses owed to each Vendor for its services.

20. Bank Right

We have the right to obtain payment of any unpaid amount owed to us under this Agreement or any Related Agreement by debiting any of Customer's Accounts or accounts with any of our affiliates at any time (excluding any Account expressly titled to clearly demonstrate that the Account is held by Customer in a fiduciary or representative capacity for a third party such as, for example, a custodial Account) for the amount owed. Our rights are limited to the extent of limitations and restrictions imposed by Applicable Law.

21. Force Majeure

Neither party shall be responsible, and neither shall incur any liability to the other, for any failure, error, malfunction or any delay in carrying out any of its obligations under this Agreement directly resulting from causes beyond such party's reasonable control, including without limitation, fire, casualty, lockout, strike, unavoidable accident, failure of networks, the Internet or telecommunications systems, act of God, act of terrorism, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or an emergency that prevents such party from operating normally; provided, however, that Customer shall not be relieved of its responsibility for timely performance of any of its payment obligations to us.

22. Termination

22.1 Mutual. Either party may terminate this Agreement or any Service at any time by giving 30 days' prior written notice of termination to the other party:

22.2 Bank. We may terminate this Agreement or terminate or suspend any Service immediately upon notice to Customer if: (a) Customer breaches a material obligation under this Agreement or Related Agreement, any Applicable Law in connection with the Services or any other material agreement with us; (b) Customer becomes insolvent, is placed in receivership or is adjudicated bankrupt or

Customer becomes subject to any voluntary or involuntary bankruptcy proceeding or any assignment for the benefit of its creditors; (c) Customer's financial condition has become materially impaired in our good faith opinion based on reasonable evidence such that we believe Customer is likely to be unable to perform its material obligations to us; (d) any person or group acting in concert that is not a controlling stockholder of Customer on the date of this Agreement acquires, directly or indirectly (whether by merger, stock purchase or issuance, recapitalization, reorganization or otherwise), a majority of Customer's outstanding equity interests; or (e) the continued provision of Services in accordance with the terms of this Agreement would, in our good faith opinion, violate Applicable Law or any requirement of any regulatory authority or subject us to an unacceptable risk of loss.

22.3 Effect. Upon any termination of this Agreement, Customer shall: (a) promptly pay to us all sums due or to become due under this Agreement; (b) return immediately to us at Customer's expense, the System (if applicable), and all related materials, and all copies and reproductions thereof, whether written or in magnetic media and whether received from us or otherwise and shall pay us for any damages to any such materials (ordinary wear and tear excepted); and (c) have no further right to make use of the System or the Services.

22.4 Survival. Termination of a Service or this Agreement does not relieve or excuse Customer's payment obligations for any Services that we provide to Customer before or after the Service or this Agreement is terminated, nor does it release Customer or us from any of our respective obligations that arose or became effective prior to such termination. In addition, all provisions of this Agreement relating to the parties' warranties, representations, confidentiality or non-disclosure obligations, proprietary rights, limitation of liability and indemnification shall survive the termination of a Service or this Agreement.

23. Entire Agreement

This Agreement, together with the OCAA, Terms and Conditions, any applicable User Guide, the Service Requests, Account Rules, the signature card, Pricing Amendment, Account fees, terms of use and any resolution or other

document establishing Customer's authority to engage in the Services and open Accounts with us (collectively, the "Related Agreements") constitutes the complete and exclusive statement of the agreement between the parties with respect to the Services and supersedes any prior or contemporaneous agreements between the parties with respect to such Services. If there is a conflict between this Agreement and the Terms and Conditions, the Terms and Conditions shall control to the extent necessary to resolve the conflict. If there is a conflict between this Agreement and the Account Rules, the provisions of this Agreement prevail to the extent necessary to resolve the conflict. Nothing in this Agreement confers a right or benefit on any person or entity other than us and Customer, except for our Processors.

24. Amendment

24.1 Generally. This Agreement and the Terms and Conditions may be modified by a written agreement executed and signed by the parties. We may, however, modify this Agreement or the Terms and Conditions by giving Customer thirty (30) calendar days' prior written notice. If Customer continues to use any Service or the affected Service, as the case may be, after the expiration of the thirty-day period or a later effective date specified in such notice, Customer is bound by the Agreement or Terms and Conditions, as the case may be, as so modified.

24.2 Regulatory. Notwithstanding the foregoing, if a modification to this Agreement or the Terms and Conditions is required by or under Applicable Law or by a regulatory authority with jurisdiction over us, we may modify this Agreement or the Terms and Conditions by giving Customer notice of the modification by any means permitted by Applicable Law, and the modification will be effective immediately upon us giving such notice.

25. Assignment

Customer may not sell, assign or transfer, or grant a security interest in any of its rights or obligations under this Agreement without our prior written consent. We may assign our rights and obligations under this Agreement in whole or in part without Customer's consent (a) pursuant to, or in connection with any merger, consolidation or amalgamation involving us or

our parent company, or the sale or transfer of all or substantially all of our assets or stock, or (b) in connection with the sale or other disposition involving a line of our business to which this Agreement relates. We will use reasonable efforts to notify Customer of any such assignment. Customer expressly reserves its right to terminate any or all Services in the event of any such transaction.

26. Governing Law; Venue

This Agreement and any claims or disputes relating to or arising out of this Agreement or the Service shall exclusively be governed by, and construed in accordance with, the laws of the State of Ohio, without regard to Ohio's conflict of law principles, and with applicable federal laws and regulations. Customer irrevocably submits to the nonexclusive jurisdiction of the courts of the state and federal courts in Ohio and agrees that any legal action or proceeding with respect to this Agreement may be commenced in such courts.

27. Mutual Waiver of Jury Trial

Each party agrees that any suit, action or proceeding, whether as part of a claim or counterclaim, brought or instituted by either party on or with respect to this Agreement or any event, transaction or occurrence arising out of or in any way connected with this Agreement shall be tried only by a court and not by a jury. EACH PARTY EXPRESSLY, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING.

28. Miscellaneous

28.1 No Extension of Credit. Except as expressly provided in the applicable Terms and Conditions, nothing in this Agreement or any Related Agreement requires us to extend any credit of any type, even if we have done so in the past.

28.2 Notices. Except as otherwise specifically provided in the Terms and Conditions or User Guide with respect to a particular Service, all notices and other communications by either party relating to this Agreement or the Services shall be given promptly in writing or electronic medium and shall be effective either on the date it is actually

received or five (5) days after it is mailed, sent by courier, transmitted or posted, whichever is earlier. The address to which all notices (other than notices given electronically as permitted in this Agreement) concerning this Agreement or a Service shall be sent to Customer is that address we have in our records with respect to this Agreement or that Service, respectively. The address for notice to us will be as we specify to Customer in writing.

28.3 Counterparts. The Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument.

28.4 Severability. If performance of Services in accordance with the terms of this Agreement would result in a violation of any Applicable Law or governmental policy or directive to which we are subject, then this Agreement and any Related Agreement shall be deemed amended to the degree necessary to comply with such Applicable Law policy or directive, and we shall incur no liability to Customer as a result of such violation or amendment. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision shall be valid, legal and enforceable to the maximum extent permitted by such holding and the validity, legality, or enforceability of the other provisions of this Agreement will not be affected or impaired by such holding.

28.5 Headings. Headings are for reference purposes only and are not part of this Agreement.

28.6 Waiver. No party's failure or delay in exercising any right or remedy under this Agreement will operate as a waiver of such right or remedy, nor shall any waiver by either party of any breach of the other party's obligations under this Agreement operate as a waiver of any prior, current or subsequent breach. No waiver will be effective unless made in writing.

28.7 Electronic Copies. The parties agree that this Agreement and the Related Agreements may be executed and delivered by facsimile or electronic mail in PDF or similar format and that the copies or counterpart signature pages so sent shall be treated and have the same force and effect as delivery of an original with a manual signature. Our records as to the executed

Agreement and Related Agreements shall be controlling. We may, however, require that Customer deliver an original of this Agreement and any Related Agreement with a manual original signature.

29. Affiliates

29.1 Joinder. By executing this Agreement, Customer, each "Affiliate" of Customer listed below (if any), and we agree that each such Affiliate shall have all of the rights and obligations of, and shall for all purposes be a party under this Agreement as "Customer." Additional Affiliates can be added through an addendum to this Agreement in the form required by us and executed by Customer and us.

29.2 Representation. An "Affiliate" of Customer is any entity that is directly or indirectly controlled by the Customer indicated on the Signature Page ("Initial Customer") through ownership of at least a majority of the equity interests of, or holding voting control over, such entity. Initial Customer represents and warrants to us that each entity signing this Agreement as an Affiliate meets the definition of Affiliate and is duly authorized to execute this Agreement.

29.3 Responsibility. Each Affiliate agrees that it is responsible for the payment of fees or maintenance of required balances for the Services that it receives from us, and for all obligations and liabilities it incurs.

29.4 Guarantee. Initial Customer unconditionally guarantees to us the full and prompt payment and performance by each Affiliate of all obligations they or any of them may incur under this Agreement, including in any case that any payment to us by an Affiliate is set aside, rescinded or otherwise required to be returned in any bankruptcy or similar proceeding.

[Signature Page Immediately Follows]

Signature Page to Master Treasury Management Agreement

WITNESS, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

CUSTOMER NAME:

Indiana Treasurer of State

Tax ID [REDACTED]

By: Ryan A Locke

Print name: Ryan A Locke

Print title: Deputy Treasurer

FIFTH THIRD BANK

By: Michael Carfi

Print name: Michael Carfi

Print title: VP

DATE: 7/20/18

NOTE: If required by resolution, second officer of Customer must sign below.

By: _____

Print name: _____

Print title: _____

[Second Bank Officer]

By: Carl S. Mills

Print name: CARL S. MILLS

Print title: Vice President

DATE: 7/20/18

Signing as a duly authorized officer or agent of each of the Affiliates listed below:

By: _____

Print name: _____

Print title: _____

This Agreement includes the following Affiliates:

Affiliate Name:

Tax ID No.:



ONLINE CHANNEL ACCESS AGREEMENT

This Online Channel Access Agreement ("*Agreement*") is between the undersigned "*Customer*" and Fifth Third Bank ("*we*" or "*us*") and is effective as of the date set forth on the Signature Page.

1. Channel Services

1.1 Definitions. As used in this Agreement, the following terms have the indicated meanings:

"Access Channels" means Fifth Third Direct, the Mobile Apps and other websites or portals, and direct access we make available to our commercial, business and financial institution customers. Our Access Channels do not include portals or other means of access that may be provided by or available through a third party and clearly marked as such.

"Affiliate" means, with respect to Customer, any entity that is directly or indirectly controlled by the Customer indicated on the Signature Page through ownership of at least a majority of the equity interests of, or voting control over such entity.

"Bank Agreements" means each of the separate written agreements, account documentation, notes, related agreements and other documents and instruments in effect between Customer and us or one of our affiliates by which we or our affiliate provides and which govern the applicable Bank Service.

"Bank Services" means and includes our treasury management, currency processing, equipment finance, credit, letters of credit and documentation, commercial card, correspondent banking, capital markets, wealth management and other services and products we or one of our affiliates provide to our business and commercial customers that can be accessed through the Channel Services.

"Channel Service Schedule" means a schedule or addendum executed by us and Customer that expressly refers to or incorporates this Agreement and sets forth the features, functionality and other aspects of the Channel Service available to Customer for a particular Bank Service.

"Channel Administrator" means (a) the individual or individuals initially appointed by Customer as Administrator for the Channel Service and so provisioned by us in the set up and implementation process, (b) individuals appointed by Customer to replace a Channel Administrator pursuant to change forms we require, and (c) each person appointed as a Channel Administrator for one or more Bank Services or functions within a Bank Service or Channel Service by an existing Channel Administrator through the Channel Services, each of whom shall have the authority of a Channel Administrator as set forth in this Agreement.

"Channel Documentation" means the online or text manual and user guides we provide to Customer that contain technical specifications, instructions and guides for using a Channel Service.

"Channel Services" means, collectively, the Access Channels and the services, functionality, content and features available for use with or through the Access Channels as more particularly set forth in this Agreement and the applicable Channel Service Schedule or Bank Agreement (but not including the Bank Services themselves).

"Credentials" means the user name, passwords and other identifying and authentication inputs and/or procedures that the Channel Administrator and Users use or apply in order to access the Channel Services.

"Mobile Apps" means the applications or "apps" we make available and authorize for downloading by Customer and Users on Mobile Devices.

"Security Procedures" means use of Credentials, call back protocols, tokens, software and other systems or procedures to verify the authenticity of the use of a Channel Service.

"Related Account" means a demand deposit, savings, lease, loan, commercial card, transaction or investment account with Fifth Third Bank or other provider of the applicable Bank Service in Customer's name or to which Customer or any of its subsidiaries or affiliates has been granted access by express authority of the account owner that has been authorized by Customer for access through a Channel Service.

"Users" means personnel, or sets or types of personnel including the Channel Administrator, whose right to use the Channel Service have been established in accordance with a Channel Service Schedule or this Agreement.

"User Rights" means the entitlements and other rights provisioned by the Channel Administrator or us to a User, subject to any restrictions imposed by the Channel Administrator or us (including rights to certain types of Channel Services, dollar amount, account and transaction type limitations, Channel Services and approval processes) with respect to some, all or a defined set of the Channel Services.

1.2 Description. Our Channel Services enable access to, and online management of, the Bank Services we and other subsidiaries of Fifth Third Bancorp provide, all as further described in this Agreement. This Agreement, together with the applicable Channel Service Schedule and applicable provisions of the Bank Agreement relating to the use of the Channel Services, if any, govern Customer's use of our Access Channels and Channel Services.

1.3 Bank Services. Each of the Bank Services is governed by the applicable Bank Agreement. Nothing in this Agreement expands, changes, limits or restricts any of the respective obligations or rights of the parties under the applicable Bank Agreement. It is the intention of the parties that this Agreement (together with the applicable Channel Service Schedule or Channel Services provisions of the applicable Bank Agreement) and each Bank Agreement be construed and

interpreted to give effect to the respective provision of each to the greatest extent practical. In the case of any conflict between this Agreement and a Bank Agreement that cannot be reconciled, the provisions of the Bank Agreement control to the extent necessary to resolve the conflict. In the case of an irreconcilable conflict between any provision of a Channel Service Schedule and this Agreement, the provisions of this Agreement shall control to the extent necessary to resolve the conflict. If Fifth Third Bank is not a party to the Bank Agreement, Customer acknowledges and agrees that Fifth Third Bank is providing the Channel Services in conjunction with the provider of the Bank Services under that Bank Agreement and consents to all access to the Bank Services provided through this Agreement.

1.4 Use and Enhancements. Use of an Access Channel is subject to the terms of use, if any, disclosed to Customer through the applicable portal or Channel Service. We reserve the right to add Channel Services, enhance the functionality and features of the Channel Services and extend the application of the Channel Services to other Bank Services at any time without notice. We also reserve the right to materially change the functionality of the Channel Services but will provide at least thirty (30) days' notice to affected Customers before doing so.

2. Process

2.1 Set Up and Implementation. Customer may elect to enable Channel Services for one or more Bank Services through the corresponding Bank Agreement or Channel Service Schedule. In the set up process for a new or added Channel Service, we require that Customer provide us with information necessary to establish the Channel Service and establish the authority of the Customer representatives executing this Agreement and the Channel Schedule, and providing set up information to us. We will rely on the information provided to us by Customer in this process in establishing and providing the Channel Services to Customer. Any changes by Customer to the information provided to us must be made in writing.

2.2 Limited Use. We grant Customer, for Customer's internal business purposes solely in connection with a Bank Service, a non-exclusive, non-transferable, limited and revocable right to use and access the Channel Services. Customer agrees to use the Channel Services only in connection with the Bank Services for legitimate business purposes and only in accordance and compliance with Applicable Law (as defined below). We provide the Channel Services for the sole and exclusive benefit of Customer and Customer's Affiliates (as defined below) who become a party to this Agreement. Customer agrees not to access or allow Users to access the Channel Services from any country where such use or access is prohibited by United States sanctions regulations, Applicable Law or local law. If access to any software is provided through the Channel Services, Customer agrees not to download the software outside the United States.

2.3 Fees. Fees associated with the Channel Services, if any, are specified in the applicable Channel Service Schedule or Bank Agreement, or as separately agreed by the parties in writing. Customer is, however, subject to fees, interest and other charges as required under the applicable Bank Agreement. Customer and Users may be responsible for any internet access or telecommunications charges they incur in connection with the use of the Channel Services.

2.4 Technical Requirements. Our Channel Documentation includes the technical requirements for the use of our Channel Services.

2.5 Restrictions. Customer agrees that it will not, and will not allow its employees, contractors, agents or vendors to, directly or indirectly: (a) decompile, reverse engineer, disassemble or otherwise attempt to derive source code or trade secrets relating to the Channel Services; (b) copy (except in the case of normal backups and archival copies), reproduce, or incorporate any portion of the Channel Services, or seek to circumvent any restrictions or measures controlling access to the Channel Services; (c) license, lease, encumber, distribute, resell, or otherwise transfer, co-brand, frame, or link any portion of the Channel Services; or (d) adapt, modify, transform or create derivative works of, any aspect of the Channel Services (including the removal or alteration of any copyright, trademark or proprietary rights notice).

3. Channel Administration

3.1 Channel Administrator. Our Channel Services include administrative features for the management of the Channel Services. The administrative features are controlled and managed for Customer by a Channel Administrator. The Channel Administrator has broad authority to manage the Channel Services including the authority and responsibility to appoint additional Channel Administrators with the Channel Administrator authority for one or more Bank Services, each of which Channel Administrator has the authority to:

- select and configure features and Channel Services for Customer's specific requirements;
- designate and delete Users, and assign and administer User Rights (except where Bank specifically reserves this right to itself in a Channel Schedule or Bank Agreement);
- select and administer Security Procedures and User controls related to the Channel Services;
- enable use of Mobile Apps for Users for certain Bank Services;
- accept and act on all communications from us regarding the Channel Services; and,
- designate itself as a User with rights to the Channel Services for some or all of the linked Bank Services.

Customer understands that Customer may, at its option, enable multiple or separate Channel Administrators for each Bank Service. If Customer has included Affiliates (as defined below) under this Agreement, Customer may designate separate Channel Administrators for each Affiliate and the Affiliate's Bank Services or may have a common Channel Administrator for one or more Affiliates. The Channel Administrators (set up by us on Customer's instruction in the implementation process) may also have authority for Channel Services over all Affiliates.

3.2 Authority.

- (a) The Channel Administrator has complete authority to manage Customer's use of the Channel Services including enabling rights to Channel Services and Bank Services. As part of the set up and implementation process, we will provide the Channel Administrator designated by Customer with its initial sign-on credentials and establish the Bank Services to which he or she shall have access. The Channel Administrator must then establish its own password. Customer is solely responsible for maintaining the privacy and security of the

Credentials once established and for any use of the Channel Services and Bank Services associated with those Credentials.

- (b) The Channel Services allow the Channel Administrator to set transaction limitations, establish controls, develop templates, manage Credentials (other than User IDs provided by us) and utilize security features for the Channel Services. Failure to properly implement and manage limitations, controls, and security features increases the risks of, and Customer's exposure to, unauthorized transactions.
- (c) Customer will have the option to require "Dual Control Administration," meaning that the approval of a second Channel Administrator is required to verify the designation and authorization of a User. We recommend that Customer elect to require Dual Control Administration. We will rely on the authority of the Channel Administrator and Users designated by the Channel Administrator until we receive written notice of a change from an authorized representative of Customer and we have had a reasonable opportunity to act on the notice.

3.3 Designation of Channel Administrator: In the implementation process, Customer will appoint or a form we require a person or persons to serve as the initial Channel Administrator(s). Customer agrees to not permit the sharing of Credentials or the use any Credentials except by the person authorized by Customer or the Channel Administrator.

4. Security and Security Procedures

4.1 Effect: Access to our Channel Services is subject to Security Procedures that we establish with Customer. All use of the Channel Services through the Security Procedures will be considered to have been authorized by Customer. The Security Procedures are not designed to detect errors in any communications to us or other use of the Channel Services. Use of the Bank Services themselves may be subject to the same or additional Security Procedures as required by the Bank Agreement or Channel Service Schedule. We may update our requirements with respect to Credentials by giving Customer notice through the applicable Users or Channel Administrator.

4.2 Authority: The Security Procedures are in addition to and do not limit, revoke or affect the authority of any person (whether by course of dealing, under the Bank Agreement, separate instrument or process, or otherwise) to use the Channel Services, access the Bank Services and communicate with us in Customer's name.

4.3 Safeguarding the Security Procedures: Customer agrees to maintain the complete security and confidentiality of the Security Procedures and Credentials. Customer's failure to protect the confidentiality and integrity of the Security Procedures may enable an unauthorized person to use the Channel Services and access Customer's accounts and data, and transfer funds from those accounts. Customer must notify us as soon as reasonably possible if there has been a breach of its security, or any Security Procedure or Credentials have been lost, stolen, misused or compromised. Customer should contact its relationship manager, our customer support services or contact person indicated in the Channel Documentation, if a User is no

longer authorized, employed or engaged by Customer, Customer is responsible for terminating that User's User Rights. We may suspend the Channel Services if we believe the security of the Channel Services has been compromised.

4.4 Customer Responsibilities: In addition to using and protecting the Security Procedures, it is Customer's responsibility to: (a) institute and use current and reasonable measures to mitigate the risks associated with the access to and use of the Channel Services and Bank Services; (b) institute and enforce effective policies and procedures to control the use of the Channel Services, and ensure that its personnel use the Channel Services only as authorized and within the limits of their permission or authority; and (c) carefully monitor the activities of the Channel Administrator and Users using the Channel Services for compliance with this Agreement and Customer's internal control policies and require Users to maintain the safety and confidentiality of their Credentials including by regularly changing their passwords. In addition to taking these measures, Customer acknowledges that we offer certain tools designed to assist Customer in controlling the incidence of unauthorized use of the Channel Services. To the extent Customer chooses not to use one of these tools or implement reasonable security measures on its own, and that tool or those measures could have prevented the fraud, unauthorized activity or loss, Customer will be deemed to have assumed the risk of such fraud, unauthorized activity and resulting losses and will be precluded from asserting that we are responsible for such fraud, unauthorized activity or loss.

4.5 Customer Systems: Customer is responsible for having and maintaining functioning hardware, software, infrastructure, mobile and other communication devices, Internet access and service and information technology systems including reasonable and current security features and protections (collectively "Customer Systems") necessary for use with the Access Channels and for meeting the technical specifications set forth in the Channel Documentation. Customer is responsible any malfunction, compromise, security breach or other misuse or problems with the Customer Systems and for the information transmitted and received through the Customer Systems.

4.6 Additional Authentication: We have no duty to monitor Customer's use of the Channel Services. We may, however, in our discretion, apply a variety of techniques and programs that may trigger a requirement for a User to respond to an email or message from us to provide additional authentication before permitting certain actions of the User including a change in User's profile and certain transactions. Users will not be able to complete the desired actions until additional authentication is provided. Customer is not entitled to rely on these programs or techniques as a substitute for its own internal control of the activities of its Users.

5. Mobile Apps

5.1 Description: Our Mobile Apps enable access to certain Channel Services through the use of a supported electronic wireless device, such as a smartphone or tablet device ("Mobile Device") that operates through a supported carrier and provides Internet capability. Unless we provide Customer written notice to the contrary, no fees are assessed for use of our Mobile Apps. Customer may, however, be subject to fees for use of the underlying Channel Services or Bank Services accessed through Mobile Apps and may incur charges from its telecommunications carrier. We are not responsible for any such charges that Customer or Users may incur. Technical specifications and requirements for the implementation and downloading of a Mobile App are found in the Channel Documentation.

5.2 Use. The Mobile App for Fifth Third Direct is available to all Users. Other Mobile Apps may only be enabled in the set-up and implementation process. Customer agrees that, where required, the acceptance by Users of software and terms of use associated with the acquisition of a Mobile App is authorized by Customer, and shall be binding upon Customer and each User. Customer consents to receiving electronic notices and disclosures to Customer or Users relating to the Mobile App through the Mobile App. Customer authorizes us to transmit the banking and other information available in an Notifications (as defined below) to Users via their Mobile Devices.

5.3 Precautions. The use of Mobile Apps presents unique risks in addition to those associated with the use of the Internet generally. Those risks include the potential loss or compromise of a Mobile Device with a Mobile App, the increased exposure to potential unauthorized access to communications and to malware and similar invasive software. Customer and the Users assume all risks of using the Mobile Apps for mobile banking, and are responsible for managing the use and security of the Mobile Devices to combat these and other risks associated with mobile banking.

6. Electronic Communications

6.1 Consent. Customer agrees and consents that we may, at our option, send to Customer any record, notice, disclosure, account statements and other information via electronic means (including through a Channel Service), including information that we are required by law to provide to Customer in writing. Electronic communications include commercially reasonable electronic communications methods we employ that deliver visual text or images to be displayed on a computer or mobile device screen (such as e-mail, SMS or other mobile phone text, and posting through a Channel Service). This is Customer's consent to receive account statements and other notices from us electronically.

6.2 Digital Signature. Any authenticated communication received from Customer via approved electronic means will serve as Customer's "digital signature" and may bind Customer to additional terms and conditions relating to the Channel Services or Bank Services. Any communication Customer sends to us will not be effective until we actually receive it and have had a reasonable opportunity to act upon it.

6.3 Instructions. Each direction, message or other instruction sent to us through the Channel Services by a User using the User's Credentials and applicable Security Procedures will be treated by us as authorized and shall bind Customer. Customer is responsible for the accuracy, completeness and timeliness of all such instructions sent through the Channel Services.

7. Use of the Channel Services.

7.1 Account Information. The Channel Services will enable Customer to obtain and manage account and transaction information for the Related Account. Information related to the applicable Related Account is provided "as is," changes frequently and is subject to updating, verification and correction. Information Customer obtains through a Channel Service is not the official record of the Related Account unless otherwise specified. We assume no responsibility for Customer's reliance on any Related Account or Bank Service information subsequently updated, verified or corrected.

7.2 Intellectual Property. We and our Processors (as defined below) or other third parties involved in providing the Channel Services (if any) own and exclusively retain any and all patent, trademark, copyright or trade secret rights (collectively referred to as "Intellectual Property Rights") and any related rights associated with the Channel Services and the software, design, functionality, processes, procedures, systems, know-how, inventions, sales materials, technical materials, Channel Documentation and other materials provided in connection with the Channel Services as well as the content and other works of authorship provided, displayed or published in connection with the Channel Services. Customer further acknowledges and agrees that we or our Processors or such other third parties, as the case may be, shall exclusively own all Intellectual Property Rights in and to any and all improvements, enhancements, derivative works, modifications, or developments made to or resulting from any of the foregoing, including those developed, worked on, learned, or conceived by us or our Processors in connection with providing the Channel Services to Customer, and Customer assigns any such rights to us or our designee. Customer's sole right is to use the Channel Services as provided in this Agreement.

7.3 Availability. While we will use commercially reasonable efforts to have our Channel Services available at all times, one or more of our Channel Services may be temporarily unavailable due to routine or unscheduled maintenance or upgrades, or the occurrence of unauthorized activity or other events or circumstances beyond our control including economic and political events, periods of high volume, and system attacks and our response to such events or circumstances. We shall not be liable if a Channel Service is not available for use at any time.

7.4 Third Party Software. The Channel Services may provide the opportunity to use or access software or services that are not part of the Channel Services or Bank Services ("Third-Party Software") but are provided by a third party other than one of our Processors ("Third-Party Provider"). Use of Third-Party Software through links or otherwise is solely at Customer's election, risk and expense. Customer is responsible for obtaining and complying with the Third-Party Provider's license or terms of use. Except where we explicitly provide otherwise in a Bank Agreement or Channel Service Schedule, we do not endorse or assume any responsibility for any such Third-Party Software or for any obligation of the Third-Party Provider to Customer. Customer agrees that the Third-Party Provider (and not us) is solely liable and responsible to Customer for any problems or claims with respect to the Third-Party Software including any security or data breach.

7.5 Linked Sites. The Channel Services may provide links or other availability on our website through an Access Channel to the websites ("Linked Sites") of independent third-party service providers (other than our Processors) that are not part of the Channel Services or Bank Services ("Linked Site Providers"). When Customer leaves the Access Channel to access or use a Linked Site, we are not responsible for Customer's use of the Linked Site. The Linked Site and any related content, services or products are solely the responsibility of the Linked Site Provider and we assume no responsibility for any Linked Site even if co-branded. Customer's use of any Linked Site may be subject to the terms of use for that Linked Site. Customer understands and agrees that we do not supply or control, and agrees that we have no liability or responsibility for the content, products and services or any other matter offered on a Linked Site and that we make no promises or representations relating to any Linked Site or its content, products or services. Customer agrees that the Linked Site Provider (and not us) is solely liable and responsible for any problems or claims with respect to the Linked

Site including any security or data breach. Consistent with our Privacy Policy, we may share information with Linked Sites.

Since the Internet is inherently insecure and since there is a risk that data communications and transfers through the Channel Services may be subject to interruption, interception, failure, unavailability, delay or unauthorized access or dissemination ("Failure Events"), we agree to take commercially reasonable steps to maintain the security of such data communications and transfers, including using encryption and other industry standard security features. Except where we fail to take such commercially reasonable steps, we shall not be liable for any Failure Events that occur, including any loss of privacy or data, or use by others of such data communications or transfers. Under no circumstances, shall we be liable for any Failure Events that occur prior to Customer or the User establishing a secure connection to our authorized portal or after properly terminating that connection.

8. Notifications

8.1 Establishment. Users are required to accept certain administrative emails and text notifications and may elect to receive certain other email or text notifications relating to an activity, status or action relating to their provisioned Channel Services including for additional authentication we may require (all such emails and texts, "Notifications"). The Notification feature is set up by each User and depends on the User specifying a valid and current email address or phone number. Customer consents to the sending of email and text notifications to Users and understands that such messages could result in charges to the Users or Customer for such messages from the carriers of such messages.

8.2 Informational Use. Notifications are provided for Customer's and User's information and convenience only. Notifications do not constitute a bank record and are not intended as a substitute for proper account management or regular use of our account management or other information related Bank Services.

8.3 Delivery Risks. Notifications may be delayed or prevented by a variety of circumstances beyond our control. We do not guarantee the delivery of any Notifications. Notifications are sent via the Internet or wireless networks without being encrypted or otherwise coded in any way. We will not be liable in any way for non-delivery, delayed or wrong delivery of Notifications, the content in Notifications, or Customer's use of, or reliance on, the absence of any Notification for any purpose. Replies to a Notification are not permitted and will not be read or acted upon.

9. Our Representations and Warranties

9.1 General. We represent and warrant to Customer that: (a) we are duly organized, validly existing, and in good standing in the jurisdiction in which we are organized; (b) the execution, delivery and performance by us of this Agreement has been authorized by all necessary corporate and governmental action; (c) the persons signing this Agreement on our behalf are duly authorized to do so; (d) this Agreement represents our legal, valid and binding obligation; and (e) our execution and performance of this Agreement and our provision of the Channel Services do not and will not violate any Applicable Law, our articles of association or bylaws or any material agreement, by which we are bound.

9.2 Channel Services. We agree to provide the Channel Services in accordance with reasonable commercial

banking standards prevailing for the provision of online access for similarly situated financial institutions.

9.3 Limitations. Except as expressed elsewhere in this Agreement, we make no other representations or warranties, either express or implied, of any kind with respect to the Channel Services, including, without limitation, those of merchantability and fitness for a particular purpose. No descriptions or specifications constitute representations or warranties of any kind. We are acting as an independent contractor in providing the Channel Service and not as Customer's agent or as a fiduciary.

10. Customer Representations and Warranties

Customer represents and warrants to us that: (a) Customer is duly organized, validly existing, and in good standing in the jurisdiction in which Customer is organized, and is validly qualified in any other jurisdiction where Customer does business and is required to be qualified except where the failure to be so-qualified would not have a material adverse effect on Customer; (b) the execution, delivery and performance by Customer of this Agreement and each Channel Service Schedule has been authorized by all necessary entity and governmental action; (c) the person or persons signing this Agreement and each Channel Service Schedule on Customer's behalf is (are) duly authorized to do so; (d) this Agreement and each Channel Service Schedule represents Customer's legal, valid and binding obligation; (e) the execution and performance of this Agreement and each Channel Service Schedule, and the use of the Channel Services do not and will not violate in any material respect any Applicable Law, Customer's entity governing documents, or any material agreement by which Customer is bound; and (f) each transaction Customer conducts, and each account Customer has with us is conducted or maintained for a business or commercial purpose and not a personal, family or household purpose. Customer reaffirms these representations and warranties each time it executes a Channel Service Schedule uses a Channel Service and agrees to promptly notify us if any representation or warranty made by Customer is no longer true.

11. Confidentiality and Privacy

11.1 Customer. Subject to Customer's duties under Applicable Law, Customer agrees to keep confidential and not disclose to any third party (other than its agents) our fees and charges, terms of Service, User Guides, software, non-public Service features and other proprietary information and systems we or our Processors provide and disclose in connection with the Services. Customer acknowledges the exclusive ownership by us or our Processors of such information, and agrees to use such information solely for purposes of using the Services.

11.2 Bank. We acknowledge that non-public information we obtain from Customer in connection with providing a Service to Customer may be confidential. We will maintain the confidentiality of such information in accordance with our normal procedures for safeguarding customer information and Applicable Law. Notwithstanding the foregoing, we may disclose Customer's information as provided in the Fifth Third Bank Privacy Policy for Commercial Customers available through an Access Channel.

12. Compliance

This Agreement and the use and provision of our Channel Services are subject to all applicable state, federal, local and foreign laws, rules, regulations and other laws including data security and privacy laws and regulations, collectively, "Applicable Law". Each party agrees to comply with Applicable Law in using or providing the

Channel Services, as the case may be. Customer agrees to comply with the requirements of the Channel Documentation we provide for the Channel Services.

13. Limitation of Liability

CUSTOMER AGREES TO THE MAXIMUM EXTENT PERMITTED BY LAW THAT IN ADDITION TO ANY OTHER LIMITATION ON OUR LIABILITY IN THIS AGREEMENT, ANY CHANNEL SERVICE SCHEDULE OR BANK AGREEMENT, IN NO EVENT WILL WE (OR OUR OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, EMPLOYEES OR AGENTS) BE LIABLE OR RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR SPECULATIVE LOSSES, EXPENSES, INJURY, COSTS OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, REVENUE, SAVINGS, TIME, DATA, GOODWILL AND OPPORTUNITIES, ATTORNEYS' FEES, AND COURT AND OTHER DISPUTE RESOLUTION COSTS) THAT CUSTOMER OR ANY OTHER PERSON MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT OR ANY CHANNEL SERVICE PROVIDED BY US, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, COST OR DAMAGE AND REGARDLESS OF THE TYPE OF CLAIM. IN THE CASE OF ANY CONFLICT BETWEEN ANY LIMITATIONS OF LIABILITY IN THIS AGREEMENT, A CHANNEL SERVICE SCHEDULE, OR A BANK AGREEMENT, THE BROADER LIMITATION SHALL CONTROL TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Customer further agrees, to the maximum extent permitted by law, that our liability to Customer arising from any Channel Service will be limited to actual monetary damages that are the direct result of our failure to exercise reasonable care in providing the Channel Service. We shall not be responsible for any act or omission of Customer's officers, employees or agents, or of any third party (other than our Processors and subcontractors), or for any failure to act by us if we reasonably believed taking the omitted action would have violated Applicable Law. Customer is also subject to any further limitations of liability set forth in an applicable Channel Service Schedule or Bank Agreement.

14. Indemnification Obligations

14.1 Customer. To the fullest extent not prohibited by Applicable Law, Customer agrees to indemnify and hold us and our officers, directors, employees, affiliates, shareholders and agents harmless from and against any and all losses, liabilities, damages, actions, claims and expenses including court costs and reasonable attorneys' fees and expenses ("Losses") resulting directly or indirectly from, or arising in connection with: (a) Customer's breach of any of Customer's agreements, representations, warranties or covenants in this Agreement or any Channel Service Schedule; (b) Customer's violation of Applicable Law in connection with any Channel Service or this Agreement; or (c) Customer's use of the Channel Services and our complying with or carrying out any instruction or other direction given to us in accordance with this Agreement or a Channel Service Schedule. Customer is not, however, obligated to indemnify us or hold us harmless for any Loss directly resulting from our gross negligence or willful misconduct.

14.2 Bank. To the fullest extent not prohibited by Applicable Law, we agree to indemnify and defend or settle at our own expense any action brought against Customer to the extent that it is based on a claim that a Channel Service as used by Customer in accordance with this Agreement directly infringes a copyright, trademark or patent or constitutes misappropriation of a third-party trade secret, provided, however, that Customer: (a) promptly notifies us in writing of such claim; (b) has not made any

admission of liability or agreed to any settlement or other material issue relating to such claim; (c) reasonably cooperates with us at our expense in the defense or settlement; and (d) at our request, gives us sole control and authority over all aspects of the defense or settlement of such claim.

15. Term and Termination

15.1 Term. This Agreement is effective as of the date set forth on the Signature Page shall remain in effect until terminated by either party as provided in this Agreement. This Agreement shall terminate with respect to a Channel Service or Bank Agreement upon termination or expiration of the corresponding Channel Service Schedule or Bank Agreement. This Agreement or any Channel Service Schedule may, however, be terminated by either party with respect to one or more Bank Services at any time by giving 30 days' prior written notice of termination to the other party.

15.2 Bank Termination. We may terminate this Agreement or terminate or suspend any or all of the Channel Services immediately if (a) Customer has breached a material obligation under this Agreement or violated any Applicable Law in connection with the Channel Services; or (b) the continued provision of any of the Channel Services in accordance with the terms of this Agreement would, in our good faith opinion, cause us to violate Applicable Law or any requirement, policy or directive of any regulatory authority, or would subject us to an unacceptable risk of loss or material security risk.

15.3 Effect. Upon any termination of this Agreement, Customer shall: (a) securely destroy (or return to us if we so request) at Customer's expense all Channel Documentation and related materials, and all copies and reproductions thereof, whether written or in magnetic media and whether received from us or otherwise; and (b) have no further right to make use of the Channel Services.

15.4 Survival. Termination of the Channel Service or this Agreement does not relieve or release Customer or us from any of our respective obligations that arose or became effective prior to such termination. In addition, all provisions of this Agreement relating to the parties' warranties, representations, confidentiality or non-disclosure obligations, proprietary rights, limitation of liability and indemnification shall survive the termination of the Channel Services or this Agreement.

16. Force Majeure

Neither party shall be responsible, and neither shall incur any liability to the other, for any failure, error, malfunction or any delay in carrying out any of its obligations under this Agreement directly resulting from causes beyond such party's reasonable control, including without limitation, fire, casualty, lockout, strike, unavoidable accident, failure of the internet or telecommunications systems, act of God, act of terrorism, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or an emergency that prevents such party from operating normally.

17. Mutual Waiver of Jury Trial

Each party agrees that any suit, action or proceeding, whether as part of a claim or counterclaim, brought or instituted by either party on or with respect to this Agreement or the Channel Services or any event, transaction or occurrence arising out of or in any way connected with this Agreement or the Channel Services shall be tried only by a court and not by a jury. EACH PARTY EXPRESSLY, KNOWINGLY

AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING.

18. Processors

Customer acknowledges and agrees that we may arrange for certain or all of the aspects of the Channel Services including software and processing to be performed or provided by third-party processors expressly engaged by us ("Processors"). To the extent we have engaged a Processor, we are responsible for the aspects of the Channel Service provided by such Processor.

19. Miscellaneous

19.1 Entire Agreement. This Agreement together with the applicable Channel Service Schedule and Channel Services provisions of the Bank Agreement (if any), applicable terms of use (if any) constitutes the complete and exclusive statement of the agreement between the parties with respect to the Channel Services and supersedes any prior or contemporaneous agreements between the parties with respect to such Channel Services. Nothing in this Agreement confers a right or benefit on any person or entity other than us and Customer, except for our Processors. If Customer and Bank are already subject to a Master Treasury Management Agreement or internet access agreement for Fifth Third Direct upon execution of this Agreement, the provisions of this Agreement supersede and replace in their entirety the provisions of such agreement relating to the access and use of Fifth Third Direct or any other Channel Service.

19.2 Amendment. This Agreement and any Channel Service Schedule may be modified by a written agreement executed and signed by the parties. We may, however, modify this Agreement or any Channel Service Schedule by giving Customer written notice or posting the modification on the Access Channel; if Customer or a User uses or accesses the applicable Channel Services after the expiration of thirty (30) days of the giving or posting of such notice (or a later effective date specified in such notice or posting), Customer is bound by this Agreement and Channel Service Schedule as so modified. Notwithstanding the foregoing, if a modification to this Agreement or any Service Schedule is required by or under Applicable Law or by a regulatory authority with jurisdiction over us or is, in our good faith opinion, necessary to preserve or enhance the security of the Channel Services, we may modify this Agreement or Channel Service Schedule by giving Customer notice of the modification by any means permitted by Applicable Law, and the modification will be effective immediately upon us giving such notice.

19.3 Assignment. Customer may not sell, assign or transfer any of its rights or obligations under this Agreement without our prior written consent. We may assign our rights and obligations under this Agreement in whole or in part without Customer's consent (a) pursuant to, or in connection with any merger, consolidation or amalgamation involving us or our parent company, or the sale or transfer of all or substantially all of our assets or stock, or (b) in connection with the sale or other disposition involving a line of our business to which this Agreement relates. We will use reasonable efforts to notify Customer of any such assignment. Customer expressly reserves its right to terminate any or all Services in the event of any such transaction.

19.4 Governing Law; Venue. This Agreement and any claims or disputes relating to, or arising out of this Agreement or the Channel Services shall exclusively be governed by, and construed in accordance with, the laws of the State of

Ohio, without regard to Ohio's conflict of law principles, and with applicable federal laws and regulations. Customer irrevocably submits to the nonexclusive jurisdiction of the state and federal courts in Ohio and agrees that any legal action or proceeding with respect to this Agreement may be commenced in such courts.

19.5 Notices. All notices and other communications by either party relating to this Agreement or the Channel Services shall be given promptly in writing or electronic medium and shall be effective either on the date it is actually received or five (5) days after it is mailed, sent by courier, transmitted or posted, whichever is earlier. The address to which all notices (other than notices given electronically as permitted in this Agreement and notices to the Channel Administrator) concerning this Agreement or the Channel Services shall be sent to Customer is that address we have in our records with respect to this Agreement. The address for notice to us will be as we specify to Customer in writing.

19.6 Counterparts. The Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument.

19.7 Severability. If performance of the Channel Services in accordance with the terms of this Agreement would result in a violation of any Applicable Law or governmental policy to which we are subject, then this Agreement shall be deemed amended to the degree necessary to comply with such Applicable Law, and we shall incur no liability to Customer as a result of such violation or amendment. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision shall be valid, legal and enforceable to the maximum extent permitted by such holding and the validity, legality, or enforceability of the other provisions of this Agreement will not be affected or impaired by such holding.

19.8 Headings. Headings are for reference purposes only and are not part of this Agreement.

19.9 Waiver. No party's failure or delay in exercising any right or remedy under this Agreement will operate as a waiver of such right or remedy, nor shall any waiver by either party of any breach of the other party's obligations under this Agreement operate as a waiver of any prior, current or subsequent breach. No waiver will be effective unless made in writing.

19.10 Electronic Copies. The parties agree that this Agreement and Channel Service Schedules may be executed and delivered by facsimile or electronic mail in PDF or similar format and that the copies or counterpart signature pages so sent shall be treated and have the same force and effect as delivery of an original with a manual signature. Our records as to the executed Agreement shall be controlling. We may, however, require that Customer deliver an original of this Agreement with a manual original signature.

20. Affiliates

20.1 Joinder. By executing this Agreement, Customer, each Affiliate of Customer listed on the Signature Page (if any), and we agree that each such Affiliate shall have all of the rights and obligations of, and shall for all purposes be a party under this Agreement as, "Customer." Each Affiliate will be deemed to make to us all representations and warranties of and will be subject to and undertake all obligations as "Customer" under this Agreement. Additional Affiliates can be added through an addendum to this Agreement in the form required by us and executed by Customer, that Affiliate and us.

20.2 Representation. Customer represents and warrants to us that each entity signing this Agreement as an Affiliate meets the definition of Affiliate.

20.3 Guarantee. The Customer first indicated on the Signature Page unconditionally guarantees to us the full and

prompt payment and performance by each Affiliate of all obligations they or any of them may incur under this Agreement, including in any case that any payment to us by an Affiliate is set aside, rescinded or otherwise required to be returned in any bankruptcy or similar proceeding.

WITNESS, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

CUSTOMER NAME:

Indiana Treasurer of State

Tax ID: [REDACTED]

By: Ryan A Locke

Print name: Ryan A Locke

Print title: Deputy Treasurer

NOTE: If required by resolution, second officer of Customer must sign below

By: _____

Print name: _____

Print title: _____

Signing as a duly authorized officer or agent of each of the Affiliates listed below:

By: _____

Print name: _____

Print title: _____

This Agreement includes the following Affiliates:

Affiliate Name:

Tax ID No.:

TM Legal 09/2016
4314080.r

FIFTH THIRD BANK

By: Michael Carti

Print name: Michael Carti

Print title: VP

DATE: 7/20/18

[Second Bank Officer]

By: Carl S Mills

Print name: Carl S Mills

Print title: Vice President

DATE: 7/20/18



**TREASURY MANAGEMENT SERVICES
TERMS AND CONDITIONS BOOK**

May 2017

Introduction

Fifth Third Bank is proud to offer the treasury management services ("Services") listed and described in this Terms and Conditions Book ("*T&C Book*"). This T&C Book sets forth the "*Terms and Conditions*" or "*Service Terms*" for each of our Services described in this T&C Book. All of our Services are provided under and subject to the Master Treasury Management Agreement or similarly titled agreement governing the Services ("*Master Agreement*") in effect between you, as our "*Customer*" (or "*you*") and Fifth Third Bank ("*we*" or "*us*"). Services may be obtained as described in the Master Agreement. If you are not using a particular Service described in this T&C Book, the Service Terms for that Service do not apply to you or us. If you are using a Service, the Service Terms for that Service as described in this T&C Book apply to you and us.

Definitions

Capitalized terms used in this T&C Book without definition have the meaning given those terms in the Master Agreement except where otherwise specified. The following terms have the indicated meaning when used in this T&C Book or the Master Agreement:

"*Account*" or "*account*" means a banking account with us unless the context clearly requires another meaning;

"*Available Funds*" means those funds that are made available in an account with us in accordance with our Funds Availability Policy;

"*Banking Day*" or "*Business Day*" means a weekday on which our processing center or bank office providing the applicable Service is open to the public for the transaction of business;

"*Cutoff Times*" means those cutoff times or periods of time applicable to a Service that we establish from time to time;

"*Designated Account*" mean the Account with us to be used for or affected by a particular Service as designated by you in the set up process for that Service;

"*Funds Availability Policy*" means our policy, as in effect from time to time, which sets forth when funds deposited into your Accounts will be available a copy of which is included with the Commercial Account Rules;

"*Items*" means checks and other items of payment excluding electronic transfers but including substitute checks (where the context allows it);

"*Operating Rules*" means the Operating Rules and Operating Guidelines of NACHA - The Electronic Payments Association, in effect from time to time, and the rules of local payment associations, clearing houses and networks in which we participate with respect to your transaction; and,

"*System*" means the hardware, software, applications, disks, documentation and materials we provide or make available to you for your use of a particular Service. Any System we provide may only be used for the Service for which it is provided.

OCAA

Customers who use *Fifth Third Direct*® or one of our other Access Channels are required to enter into the Online Channel Access Agreement ("*OCAA*"). The OCAA governs the use of the Access Channels and Channel Services (each as defined in the OCAA) for all of our banking services and products including the Services under the Master Agreement. Pursuant to the OCAA, you will designate a Channel Administrator. The Channel Services for the Services provided under the Master are described in the Master Agreement and this T&C Book. References in this T&C Book to *Fifth Third Direct* include any successor website we may offer.

Centralized Exceptions

Centralized Exceptions is a feature of our Channel Services that provides tools to identify and resolve payment exceptions and build business rules to reduce exceptions over time. Centralized Exceptions also enables the resolution of common administrative tasks within a particular Service as well as other business-rules-based payment exceptions. While Centralized Exceptions are available only with our Lockbox Services as of the date of this T&C Book, we will make this capability available for other TM Services through notices and updates to our customers. Centralized Exceptions is enabled by your Channel Administrator. Additional information about this feature is included in the User Guide.

Integrated Search

Integrated Search is a feature of our Channel Services that provides functionality for search, image retrieval, and download of transaction details for our check-based Services and, when available, other payment-based Services. Integrated Search is enabled by the Channel Administrator who can then provision Users with the necessary User Rights for Integrated Search.

Commercial Account Rules

Your accounts with us and deposits to, and transactions in your accounts are subject to the Commercial Account Rules or, if applicable, Rules and Regulations Applicable to all Fifth Third Accounts provided in connection with your opening of such accounts (the "*Account Rules*").

Set Up and Implementation

For many of our Services, you must complete a set up and implementation process before the Service is available for your use. In this process, you will

- provide us with important information about you and your desired use of the Services you select
- designate the Designated Account,
- make elections among various options available with the Service including selecting one or more Access Channel and optional Service features, and,
- appoint a Service Administrator for the Service, where applicable.

As part of this process, we will, where necessary test the Service with you and provide you with any applicable operating procedures and processes.

User Guides

For some of our Services, we will provide you a printed or online copy of a user manual or user guide (a "*User Guide*") that will provide operating procedures and service details to assist you in your use of the Service.

Service Administrator

For many of our Services, we require that you designate one or more persons as your principal Authorized Agent (as defined in the Master Agreement) to serve as the Service Administrator for that Service on your behalf ("*Service Administrator*"). The Service Administrator may be provisioned by the Channel Administrator or separately designated by you. The Service Administrator has significant authority as a Channel Administrator but only for the Service for which it is designated. The authority of a Service Administrator includes the following general authority and is further described in the Service Terms for a Service:

- manage the Service,
- select Service options offered with the Service,
- designate accounts to be subject to the Service.

- administer Security Procedures related to the Service and designate "Users" (and assign user IDs and passwords) with assign User Rights (as such terms are defined in the OCAA),
- and access reports generated with respect to the Service, and
- for certain services, select your approval process or authorization protocols.

Statements and Notices

Activity in your accounts with us using a Service will be reflected in the periodic account statements we provide you. Such information is also available through one or more of our reporting Services.

Communication Alternatives

In the set-up process for many of our Services, you and we will establish the means by which you can communicate with us to use that Service. We offer a variety of Access Channels as well as telephonic and written instructions.

Customer Equipment

For some of our Services, unless we have expressly agreed to provide you equipment pursuant to a written sales, license or lease agreement, you are responsible for having and maintaining secure and proper functioning hardware, software, communication devices, Internet access and communication and related services necessary for use with the Service.

Service Interruptions

If you experience Service interruptions or delays, we will work with you to restore the Service and use commercially reasonable efforts to establish alternate means for conducting your banking business.

Customer Support

For many of our Services, our service team representatives are available to assist you in using the Service during posted hours of operation. Contact information is provided in the set-up process.

Additional Services

The Terms and Conditions for certain Services we offer are not included in this T&C Book. Some of those Services are the subject of a separate written agreement that is, like this T&C Book, subject to the Master Agreement. Contact your Relationship Manager for information about these other Services and to obtain documentation to implement these Services.

Remittance Transfer Rule

Application. The provisions of this Section apply to you to the extent you are or may be classified as a "Remittance Transfer Provider" under Regulation E and the regulations and related interpretations adopted by The Bureau of Consumer Financial Protection amending Regulation E, which implements the Electronic Fund Transfer Act set forth in 12 CFR 1005 (collectively, the "Remittance Transfer Rule"). If you use any of our funds transfer Services or otherwise make a payment through us in connection with making a Remittance Transfer (as defined below), we will be acting as your agent (within the meaning of the Remittance Transfer Rule) and not a Remittance Transfer Provider in carrying out your Remittance Transfer.

Definitions. As used in this Section, the following terms have the indicated meanings:

- "Designated Recipient" means any person specified by the Sender as the authorized recipient of a Remittance Transfer to be received at a location in a foreign country;
- "Remittance Transfer" means the electronic transfer of funds requested by a Sender to a Designated Recipient that is sent by a Remittance Transfer Provider. The term applies regardless of whether the Sender holds an account with the Remittance Transfer Provider, and

regardless of whether the transaction is also an electronic fund transfer, as defined in Regulation E;

- (c) "*Remittance Transfer Provider*" means any person that provides Remittance Transfers for a consumer in the normal course of its business, regardless of whether the consumer holds an account with such person; and,
- (d) "*Sender*" means a consumer in a state, territory or possession of the United States (including the District of Columbia and Puerto Rico) who primarily for personal, family, or household purposes requests a Remittance Transfer Provider to send a Remittance Transfer to a Designated Recipient.

The foregoing terms shall be used and construed as provided in the Remittance Transfer Rule.

Customer Undertakings. You represent and warrant to us that you have implemented reasonable and effective policies and procedures to comply, and each funds transfer sent to us or through us using one of our Services complies, with the Remittance Transfer Rule. Without limiting the generality of the foregoing, you agree to provide the disclosures to each Sender, obtain required Sender consents, be responsible for error resolution procedures and providing remedies to the Sender, and be responsible for the cancellation and refund of Remittance Transfers, all as required of Remittance Transfer Providers by the Remittance Transfer Rule.

Fifth Third Bank. You acknowledge that our Services do not include complying with, or monitoring your compliance with, the Remittance Transfer Rule with respect to your Remittance Transfers. You agree that we are not responsible or liable for your compliance with Applicable Law including the Remittance Transfer Rule.

Remotely Created Checks

You agree not to send or deposit with us in any way remotely created checks or drafts (sometimes also referred to as "remotely created payment orders" or "RCPO") unless you comply with financial industry standards regarding the coding of such checks and drafts with a "6" identifier in the EPC field of the MICR line. With each permitted RCPO you send to or deposit with us, you represent and warrant that you have obtained and will retain in accordance with Applicable Law the valid authorization of the maker of the RCPO, and you have otherwise complied with and will continue to comply with Applicable Law regarding RCPO. If you engage in "telemarketing" as that term is defined in the Telemarketing and Consumer Fraud and Abuse Prevention Act and the related rules and regulations, you may not send us RCPO under any circumstances.

TABLE OF SERVICES

	<u>SERVICE</u>	<u>Page Number</u>
1.	ACCOUNT ANALYSIS 822	1
2.	ACCOUNT RECONCILIATION.....	2
3.	AUTOMATED CLEARING HOUSE.....	4
4.	ACH POSITIVE PAY.....	10
5.	ACH TRANSACTION CONTROL.....	12
6.	BAI FILE.....	13
7.	BILLER DIRECT	14
8.	CASH SERVICES	19
9.	CHECK BLOCK	23
10.	CHECK IMAGING.....	24
11.	CHECK ISSUANCE.....	25
12.	CHECK RETURNS	26
13.	CONTROLLED DISBURSEMENT.....	28
14.	DEPOSIT SERVICES.....	30
15.	ELECTRONIC CASH LETTER.....	31
16.	ELECTRONIC DEPOSITS MANAGER.....	36
17.	ELECTRONIC LOCKBOX.....	41
18.	ESCROW MANAGER	42
19.	INFORMATION REPORTING	45
20.	INTEGRATED PAYABLES.....	46
21.	INTEGRATED RECEIVABLES	47
22.	LOCKBOX	48
23.	MULTICURRENCY ACCOUNT	52
24.	PAYMODE X CHANNEL SERVICE.....	55
25.	POSITIVE PAY.....	58
26.	RE-PRESENTED CHECK ENTRIES	61
27.	SWEEP	62
28.	TAX LINK 53.....	66
29.	VIEWPOST CHANNEL SERVICE	68
30.	WIRE TRANSFER	71
31.	ZERO BALANCE ACCOUNTS (ZERO BALANCE AND CORPORATE ONE ACCOUNTS).....	76

ACCOUNT ANALYSIS 822

Service

Account Analysis 822 is our basic reporting tool providing balance, Service charge and fee information and adjustments electronically in Standard Transaction Set 822 Format.

Set Up

In the set up process, you will select the type of information to be reported, and you and we will together establish transmission protocols and timing for this Service.

ACCOUNT RECONCILIATION

Service

Our Account Reconciliation Service helps you reconcile and manage your credit and debit activity in Designated Accounts by providing detailed information on all paid and outstanding items. We offer partial, full, and deposit reconciliation as described below and in the User Guide we provide for this Service. The information generated with this Service is provided to you using the communication channel you select.

Check Stock. This Service is dependent upon your use of checks meeting industry standards for check quality and the impression of clear information on each check. If your checks result in high reject rates for poor MICR quality, you may be subject to reject fees. We generally require that you submit a minimum of 30 checks during the implementation process to establish check and MICR quality.

Storage and Retrieval. Almost all of your checks will be presented to us as an image or substitute checks. These checks and the related check information will be stored and may be retrieved as electronic images. We will store your images in archive for a seven year period. Check images can be retrieved for viewing through *Fifth Third Direct* or made available on a CD ROM.

Customer Obligations. Use of the Account Reconciliation Service does not affect your obligation to discover and report unauthorized checks or any other discrepancies or problems with your accounts. As part of this Service, you may choose to receive or send electronic data to help you with the reconciliation of your Designated Accounts. The method, frequency, and format of such electronic data transfer will be established in the set-up process. We strongly recommend that you use our Positive Pay Service with this Service to assist you in identifying unauthorized checks.

Set Up. We will provide the features of the Service you select in the set up process. If you select our Full Reconciliation Service, we will test your file transmission; the Service will not begin until we have approved the transmission.

Partial Reconciliation

Partial Reconciliation is our basic reconciliation service. With Partial Reconciliation, we review the check numbers of clearing checks, make corrections as necessary and report cleared check information on a monthly basis through your selected reporting channel. You may use electronic data files we provide to post paid check activity directly to your internal system to assist in monthly account reconciliation.

Full Reconciliation

Check Issue File. Full Reconciliation is a more complete reconciliation of your issued and paid check activity and is provided on a monthly basis. This option requires you to transmit to us a "Check Issue File" that includes issued, voided and stopped check information. We use the information in this file to review your account activity and make corrections to your check information which we then report to you through your selected reporting channel. We will establish the file transmission method and format requirements with you in the set up process. Check Issue Files must be transmitted by our processing Cut off Time on the last business day of the statement cutoff cycle or as often as you issue checks. Should the complete listing not be received by the 20th business day of the following month, you will be contacted and a Partial Reconciliation provided for that month. All daily files should be transmitted to Fifth Third Bank by 7:00 p.m. ET for "end of cycle" processing (last day of your cycle period). Your initial Check Issue File must contain all outstanding check information as of the date of the start of service. This requirement ensures that outstanding checks in the payment system will clear against the account as validly issued checks.

Acknowledgement. If you transmit the Check Issue File to us electronically, you have the option to receive automated transmission acknowledgement or you may email your transmission total verification to the address we specify. The email should contain your company name, dollar amount of the file, total items on the file, as well as a contact name and number. If the file that we receive is different than the information provided, we will contact you

to resolve the issue.

Deposit Reconciliation

We offer a feature of this Service that enables you to create special serial numbers associated with deposit locations such as stores. We provide a deposit report tracking deposits by those serial numbers.

Check Management

Check Management is a suite of tools available through Fifth Third Direct that helps you manage and respond to data surrounding check payments. The suite includes Issue Management and Integrated Search tools for customers who use Account Reconciliation services.

Issue Management allows you to enter and manage check issue information to be used to create a Check Issue File or to add to your existing Check Issue Files. This information can then be used for Account Reconciliation services and to enable our Bank Maintained Positive Pay Service. Check information entered via Issue Management will be collected once per day for batch input in accordance with our processing schedule and subject to the applicable Cutoff Time. This tool also allows you to view, manage and edit entered information before it is processed and to review and audit information that was entered through Issue Management for up to 90 days.

Integrated Search for Check Management allows users to search for the status of a single check or batch of checks and subsequently view the associated images for paid items. Images are available on the Business Day following posting. When combined with Account Reconciliation Services, this tool also features an online Stop Payment function for unpaid checks.

AUTOMATED CLEARING HOUSE

Service

Description. Our Automated Clearing House ("ACH") Service allows you to

- make payments from the Designated Account to receiving accounts by means of ACH credit entries ("Credit Entries") or by means of internal transfers ("On-Us Entries") when the receiving account is maintained with us; and
- collect payments from receiving accounts by means of ACH debit ("Debit Entries") provided you have obtained and maintain proper authorization from the Receiver.

ACH Transactions can be initiated through our Access Channels including *Fifth Third Direct* or direct file transmission. We offer a variety of information reporting Services for our ACH Service which are subject to the Service Terms for those Services.

Set-Up Process. In the set up process, we will establish communication links and Security Procedures, and provide you with our file specifications and other information about your use of the Service.

Operating Rules

Application. The ACH Service is governed with respect to Entries by the Operating Rules. You agree to comply with, and be bound by the Operating Rules. Any fines or penalties assessed against or imposed on us for your violation of the Operating Rules will be passed along and charged to you. If there are any inconsistencies between these Terms and Conditions and the Operating Rules, the Operating Rules shall govern, except with respect to an On-Us Entry. A copy of the Operating Rules is available through NACHA upon request at current NACHA prices.

Definitions. With this Service, you are the "Originator" of the Entries and we are the "Originating Depository Financial Institution" or "ODEI" with respect to these Entries as those terms are defined in the Operating Rules. "Entry" has the meaning set forth in the Operating Rules and includes the data you send us from which we prepare Entries. Other capitalized terms used in these Service Terms without definition have the meaning given such terms in the Operating Rules.

ACH Transactions

Entries. We authorize you to transmit to us Credit and Debit Entries of the type we approve in the set up process for this Service. We agree to process such Entries as provided in and subject to these Terms and Conditions and the Operating Rules.

Receiver Authorization. You shall provide notice to, and obtain the authorization of any individual or entity, in accordance with the Operating Rules and Applicable Law, before initiating any Debit Entry to a Receiver's account. You agree to retain the original or a copy of each authorization for such period of time as may be required by the Operating Rules or Applicable Law, whichever is longer.

Specifications. Your Entries must conform to our file specifications and be transmitted in a format that we approve. We reserve the right to reject or refuse to execute individual Entries or entire files that do not meet our specifications. We may, but shall not be required to, act on Entries provided by telephone, facsimile, or otherwise that are not in strict compliance with the requirements of these Terms and Conditions.

Third Parties. You are authorized to use this Service solely for your own direct benefit and not directly or indirectly for the benefit of anyone else.

Content. You are solely responsible for providing all information necessary for the proper origination of each Entry you send us and for the content in the Entries you send us. We are not responsible for detecting or reporting any error in any Entry you transmit to us. We are not responsible for the consequence of acting on an Entry or information you provide to us.

Same Day ACH. A "Same Day Entry" is a Credit or Debit Entry with an Effective Entry Date of the date of the date of the transmission of the Entry or a prior date, and is identified as such in the transmission. IAT (as defined below) and Entries above \$25,000 are not eligible for Same Day ACH processing. Effective September 23, 2016, we will begin accepting Same Day Credit Entries for credit to your account. Effective September 15, 2017, we will begin accepting Same Day Debit Entries. We will process Same Day Credit Entries initiated by you on a date determined by us expected to be November 2016. Same Day Entries are subject to our processing cut off times for Same Day Entries.

Limitations

Exposure. In the set up process, we will establish with you the types of Entries we will accept and the exposure limits and transaction limitations applicable to your origination activity. We may at any time determine to restrict or change the amount or type of transactions we are willing to accept from you, and you agree to observe and honor those restrictions once established. You are authorized to use this Service solely for your own account and you agree not to transmit to us any Entries to us for anyone other than you. The establishment of an exposure limit is not a commitment on our part to process transactions up to that limit.

IAT. The Operating Rules provide for a Standard Entry Class Code International ACH transaction ("IAT"). An IAT is an ACH Debit or Credit Entry in any currency (including U.S. Dollars) that is part of a payment transaction originating from or transmitted to an office of a financial agency located outside the territorial jurisdiction of the United States. You are not authorized to initiate or send to us any IAT Entries (or any Entry that meets the definition of an IAT Entry, no matter how coded) unless there has been executed by you and our duly authorized representative in advance a written addendum to these Terms and Conditions specifically authorizing the initiation of IAT Entries by you. In connection with any such addendum, you will be required to agree: (a) that you will comply with Applicable Law relating to IAT Entries including regulations and requirements of the Office of Foreign Asset Control ("OFAC") and Applicable Law of the Receiver's jurisdiction; and (b) you bear all currency risk associated with payments in a currency other than U.S. Dollars including for any return entries or reversals.

Agreements. You agree not to send or initiate any Entries in violation of the limitations set forth in these Service Terms, and, in particular, you agree not to initiate any Entry: (a) of the class or type not approved by us; (b) in excess of the amount of Available Funds in the Designated Account or any transaction limitations that we establish from time to time and communicate to you; or (c) that would violate any Applicable Law including the Operating Rules.

Foreign Currency. ACH Entries may only be originated in U.S. Dollars or other currencies that we expressly permit.

Security

Security Procedures. In the set up process, you and we will agree upon the Security Procedures to be used with this Service. We and you, respectively agree to comply with the Security Procedure requirements so established with respect to Entries you transmit to us. You acknowledge that the purpose of such Security Procedure is for verification of authenticity and not to detect an error in the transmission or content of an Entry. No procedure for the detection of any such error has been agreed upon between us.

Internal Controls. You agree to establish and maintain effective processes, procedures and controls to safeguard against unauthorized transmissions through this Service. You will not permit any individual to initiate ACH transactions in the absence of proper supervision and safeguards, and you agree to take commercially reasonable steps to maintain the security of your communications facilities and the confidentiality of the Security

Procedures in order to prevent unauthorized transactions. If you believe that any Security Procedure has been obtained or used by an unauthorized person or the security of your systems have compromised in a manner that may affect your use of the Services, you agree to notify us promptly and confirm your notification in writing. The occurrence of unauthorized access will not affect any action taken prior to receipt of such notification and within a reasonable time period to act on such notification.

Effect of Security Procedures. You are responsible for any Entry or other transaction authorized by you or, as further provided in the Master Agreement, which was transmitted to and accepted by us in compliance with the Security Procedures, regardless of whether the Entry was not authorized or was erroneous in any respect.

Processing

Transmittal. Except as otherwise provided below, we shall process Entries we receive from you that conform with our specifications and the Operating Rules, transmit those Entries as an ODFI to an ACH Operator, and settle for those Entries as provided in the User Guide and the Operating Rules.

Time. We shall transmit each Entry to an ACH Operator by the Cutoff Time, on the day before the Effective Entry Date if we receive the Entry from you before the Cutoff Time on the Business Day prior to the Effective Entry Date, and the Effective Entry Date is a Banking Day for the ACH Operator and also a Business Day for us; otherwise, we will use reasonable efforts to transmit the Entry to the ACH by the deadline of the ACH Operator on the next day that is a Banking Day for such ACH Operator and that is also a Business Day.

File Confirmation and Control Total. For each file, we require that you send to us control total and related data to assist us in confirming the origin of your file. You may communicate this data to us by the means agreed upon in the set up process. You may use one of the optional features of our Service to obtain confirmation of our receipt of you file.

Data Retention. You agree retain data on file adequate to permit remarking of Entries for thirty (30) days following the Settlement Date of the Entry, and agree to provide such data to us upon request.

Your Representations and Warranties. With respect to each and every Entry you initiate, you represent and warrant to us, and agree that (a) each person shown as the Receiver on the Entry has authorized the initiation of the Entry as required by the Operating Rules and Applicable Law and the crediting or debiting of your account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is in effect at the time of your transmission of the Entry to us, (c) the Entry is of the type authorized by us for transmission as established in the set up process, and (d) the Entry complies with these Service Terms and Applicable law. You further make to us each and every representation and warranty that we make with respect to your Entries under Applicable Law including the Operating Rules.

Payments with Respect to Entries

Credit Entries. You agree to pay us for each Credit Entry we process for you. We will debit your Designated Account for Credit Entries (including debit Reversals) on the Settlement Date of the Entry as specified by the ACH Operator, unless we require you to pre-fund your Entries. Pre-funding means that you must pay for the Credit Entry by such time before the Effective Entry Date as we may specify. We may require pre-funding at any time. If we do require you to pre-fund an Entry, the pre-funding is solely for our benefit and no interest will be paid on any funds while held by us.

Debit Returns. You agree to pay us for any returned Debit Entries (including rejected Debit Entries) or any adjustment Entries which we previously credited to your account. We are not required to send a separate notice of Debit Entries which are returned unpaid.

On-Us Entries

Except as otherwise provided in these Terms and Conditions, in the case of an On-Us Entry, we credit or debit the Receiver's account in the amount of such entry on the Effective Entry Date contained in such entry, provided that such entry satisfies the requirements of these Terms and Conditions.

Rejection of Entries

We have the right to reject any Entry: (a) if there are not sufficient funds in the Designated Account to pay for the Entry; (b) that does not comply with the Operating Rules or these Service Terms; (c) that we are unable to read due to errors, in format or content, or otherwise; or (d) for any other reason for which Entries may be rejected under the Operating Rules. We may notify you of such rejection but shall have no liability to you by reason of such rejection of the Entry or our failure to give, or your failure to receive such notice.

Returns, Reversals, and Changes

Returned Entries. Except for an Entry that you retransmit in accordance with our requirements, we have no obligation to retransmit a returned Entry to the ACH Operator if we have complied with these Service Terms with respect to the original Entry. Either party may initiate a dishonored return as permitted by the Operating Rules. Returned Entries are credited to the original Account upon receipt. Notice of a returned Entry is given through the reporting Service chosen by you.

Reversals. We have no obligation to initiate reversing Entries but may do so from time to time upon the request of your Authorized Agents and at your sole risk and expense, all in accordance with, and subject to the Operating Rules.

Corrections. We shall use commercially reasonable efforts to notify you of any correction necessitated by an error on our part in completing properly prepared and submitted Entries. This is our sole obligation for an error on our part.

Changes. We have no obligation to cancel, correct or amend ("Change") an Entry after we receive it. However, if we receive a request for a Change from an Authorized Agent in accordance with the Security Procedures, we will use reasonable efforts to act on the request, provided that the request complies with our requirements for a Change of Entry data. We cannot make a Change after the Entry has been submitted to our ACH Operator or to the network. We will have no liability if such a Change is not effected.

Rejections. Notice of rejection of an Entry is given to you through the reporting Service chosen by you. Notices of rejection will be effective when given. We are not liable for the rejection, and we are not obligated to pay you interest for the period before you receive the notice of rejection. If any Entry is rejected, it is your responsibility to correct and resubmit any Entry you wish to resubmit.

Reimbursement. Customer also agrees to reimburse us for any fines or fees assessed against, and other costs incurred by us as a result of the return of any Debit Entry originated by Customer as unauthorized or otherwise.

Settlement; Provisional Credits

Settlement for Entries will occur as provided in the Operating Rules, except that we may, upon notice to you, require settlement on the Effective Entry Date, or prior to the Effective Entry Date if we require you to pre-fund a transfer. Payment of an Entry by the Receiving Depository Financial Institution (RDFI) is also provisional until receipt by the RDFI of final settlement for such Entry. You acknowledge that, if such final settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited. This means that the Receiver will not have been paid.

You acknowledge and agree that: all credits to the Designated Account are provisional until we receive final settlement for the funds in accordance with the Operating Rules; and if we do not receive such final settlement, we are entitled to a refund (including any accrued interest or earnings credit applied) of the amount credited to the Designated Account.

Designated Account

Payment. You agree that the Designated Account specified in the Service set up process shall be the Account for settlement from which credits will be drawn and debits will be made on account of Entries that we initiate on your behalf. You agree to maintain in the Designated Account sufficient Available Funds to cover your payment obligations for all Entries transmitted to us. You agree to pay us, and authorize us to debit from the Designated Account, the amount of each Credit on the Settlement Date. We will adjust the Designated Account for any float costs we incur as a result of processing Entries, returns, reversals or adjustments.

Availability. We shall credit to the Designated Account the Debit Entries that we transmit to the ACH Operator on the Settlement Date for the Entry. We reserve the right to place a hold on your account for Credit Entries you send to us; We will make post Credit Entries for credit to your Accounts in accordance with the Operating Rules, subject to our cut off and processing schedules.

Additional Limitations

We are entitled to rely solely on the information, representations, and warranties provided by you pursuant to these Terms and Conditions. We are responsible only for performing the Service as expressly provided for in these Terms and Conditions. We are not liable or responsible for your acts or omissions (including with respect to the amount, accuracy, timeliness of transmittal or authorization of any Entry received from you) or those of any other person, including any Federal Reserve Bank, ACH Operator or transmission or communications facility, any Receiver or Receiving Depository Financial Institution, and no such person shall be deemed our agent. We are excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in us having exceeded any limitation upon our intra-day net funds position established pursuant to present or future Federal Reserve guidelines or would, in our reasonable good faith opinion otherwise violate any provision of any present or future risk control program of the Federal Reserve or any rule or regulation or any other regulatory authority.

Subject to the limitations set forth in the Master Agreement, our liability for loss of interest resulting from our error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. At our option, payment of such interest may be made by crediting your Account.

Audit

We reserve the right for ourselves and for our regulatory authorities and network to audit you and your systems and records solely for the purpose of evaluating your compliance with the provisions of these Terms and Conditions and the Operating Rules, and you agree to provide reasonable cooperation in such audit upon request. We will not exercise this audit right except to the extent required by our regulatory authorities or NACHA, or we are made aware of actual or potential incidents of material non-compliance with these Terms and Conditions or the Operating Rules. If we exercise this right, we will provide you with at least ten (10) Banking Days advance notice of any audit; conduct the audit only during business hours; and use commercially reasonable efforts to avoid any disruption or interference with your operations.

Inconsistency of Name and Number

An RDFI can make payment to a Receiver based solely on the account number, even if the name in the Entry differs from the name on the account. We may send an Entry to an RDFI based solely on the bank identifying number, even if you provide us with a different RDFI name.

Third Party Service Provider or Sender

If you engage a third party to create or initiate Entries for you, that third party is your Authorized Agent and Vendor for purposes of this Service and the Master Agreement. You and the third party are required to enter into a Third Party Service Provider Agreement with us in the form we require.

Third Party Senders, as that term is defined in the Operating Rules, are not permitted to use this Service. Third Party Senders are required to enter into a Third Party Sender Agreement with us in a form we specify.

ACH Transaction Management

ACH Transaction Management is a feature of this Service that enables you to receive reports on and view your ACH activity. This feature can be enabled in the set-up process or by calling your Relationship Manager.

ACH POSITIVE PAY

Service

Description. Our ACH Positive Pay Service is a tool that assists you in protecting your Designated Accounts from unauthorized, automated clearinghouse Debit Entries by providing you on daily basis exception reports of unapproved Debit Entries for decision, all through *Fifth Third Direct* and the Service website. This Service does not cover checks or drafts including preauthorized orders and drafts, or electronic checks.

Service Administrator. In addition to the general authority of a Service Administrator, the Service Administrator for this Service has the authority to give us instructions and orders with respect to the disposition of Debit Entries to your accounts and to select your approval process as described below.

Service Process

Approved Originator Profile. As part of the set up process, you may develop a profile ("*Originator Profile*") of vendors and other persons ("*Originators*") who are authorized by you to initiate Debit Entries to your accounts as Receiver. For each Originator from whom Debit Entries are authorized by you, you must provide in their profile the ACH company identifier and indicate whether Debit Entries from them should always be paid (an "*Always Pay Originator*") or always returned (an "*Always Return Originator*"). For an Always Pay Originator, you may also specify a dollar amount maximum for Debit Entries from them you authorize to be paid. You must have agreed with an Always Pay Originator that you will both be bound by the Operating Rules. Each Debit Entry to your Designated Account initiated by an Always Pay Originator in an amount equal to or less than the dollar threshold you specify for that Originator, if any, will be treated by us as authorized by you for all purposes, and will be accepted and paid from the Designated Account to which they are sent, subject to the availability of Available Funds. You are solely responsible for all Debit Entries so treated as authorized by you. If you designate an Originator as an Always Return Originator, Debit Entries initiated by an Always Return Originator will be returned and you will be deemed to have instructed us to not pay those Debit Entries even if you have authorized the Originator to initiate that Debit Entry; we will have no liability for carrying out your instruction. All other Debit Entries will appear on the Exception Report described below. We will rely on the content of, and information in the Originator Profile (including the exact correctness of the ACH company identifier) you have provided to us until you give us written notice that you have changed it or revoked the authority of an Originator to transmit Debit Entries, and we have had a reasonable opportunity to act on your written notice. We will also rely on the accuracy of the information in the Originator Profile you provide us. You may also update your Originator Profile from time to time on the Service website through your Service Administrator.

Approval Process. You may specify whether directions establishing the Originator Profile and decisions regarding Debit Entries appearing on the Exceptions Report will require the approval of an additional user. We recommend you require a second user to approve all pay decisions. This process is part of the Security Procedures for the Service.

Default Decision. For all Debit Entries to your account from Originators not addressed in the Originator Profile, you will in the set up process specify whether those Debit Entries should be paid or not paid in the absence of a timely decision by you on the Exceptions Report described below. That decision, which will sometimes be referred to as your "default decision" will be the instructions we carry out with respect to a Debit Entry which is neither addressed by your Originator Profile nor the subject of timely action by you on an Exceptions Report described below.

Exceptions Reports. On each Banking Day, you can access through the Service website a list of Debit Entries presented against your account the previous banking day which have not been the subject of a decision which are neither from an Always Pay Originator in an amount in excess of your specified threshold for that Originator nor from an Always Return Originator (an "*Exceptions Report*"). For each Debit Entry appearing on the Exceptions Report, you will be given the option through your selected approval process to "pay" or "return" the Debit Entry (however described in the Exceptions Report). You will also have the additional options of specifying that Debit Entries from that Originator always be paid (with or without a dollar

threshold) or always returned, in which case that Originator becomes an Always Pay Originator or Always Return Originator, respectively, and added as such to your Originator Profile. If you enter a "pay" instruction you are authorizing and instructing us to pay the Debit Entry from the Designated Account. If you enter a "return" instruction, you are authorizing and instructing us to return the Debit Entry. You must communicate the basic pay or return decision (alone or in conjunction with an "Always Pay" or "Always Return" decision) to us through the Service by the cutoff time specified in the Bank User Manual. It is your responsibility to timely access the Exceptions Report and enter decisions with respect to Debit Entries presented on the Exceptions Report. If you do not timely enter a decision, we will execute your default decision without further input from you. You have no right to cancel or amend any decisions or instructions after transmitting them to us. We will, however use reasonable efforts to act on your request to cancel or amend your decisions or instructions, but we will have no liability to you or anyone if such cancellation or amendment is not timely effected.

Procedures in the Event of Unavailability of Exceptions Report. If you experience system or communications problems which may prevent you from accessing the Exceptions Reports or communicating instructions to us prior to the applicable deadline, you should immediately inform us and indicate the time that you expect to be able to receive and respond to such Exception Report. Conversely, if we are experiencing website, system or processing problems which may prevent us from transmitting or otherwise making Exceptions Reports available to you by the applicable deadline, we will notify you of the expected time that the Exceptions Report we will be available. If such problems prevent us from acting on Debit Entries on your instructions prior to the applicable NACHA deadline, then we will act in accordance with your default decision.

Audit and Search Capabilities. The Service also allows you to search Debit Entry records by a variety of criteria as further described in the User Guide.

Dispositions Information. Dispositions of Debit Entries to your Designated Accounts from Originators included in your Origination Profile as Always Pay Originators or Always Return Originators will not appear on an Exception Report but may be accessed through search features of the Service. All dispositions of successfully applied Debit Entries to your account will be reflected on your regular account statement. You can also access information about transactions in your Designated Accounts through one of our information reporting services.

Additional Features

Security Procedures. The use of user Id's and passwords, in addition to access requirements for our internet service, and the approval process are part of the Security Procedures for the Service.

Limitations. No Service can guarantee your accounts will be free from unauthorized activity including Debit Entries. You continue to bear responsibility for monitoring your accounts and preventing unauthorized transactions. Our respective responsibilities for unauthorized transactions will be governed by the Master Agreement and the applicable provisions of the Operating Rules and Uniform Commercial Code.

Excluded Entries. Debit Entries received under the NACHA-designated Accounts Receivable Conversion (ARC), Point-of-Purchase (POP), Back Office Conversion (BOC), and Destroyed Check (XCK) Standard Entry Class Codes cannot be managed or addressed through the Service. In order to block or manage these Debit Entries, you must enroll in one of our check positive pay Services. Unauthorized Debit Entries received under the Web-initiated Entries (WEB), Telephone-initiated Entries (TEL), Prearranged Payments or Deposits (PPD), ARC, BOC, POP, XCK and International ACH Transaction (IAT) Standard Entry Class Codes may be returned as unauthorized transactions outside of the Service according and subject to the Operating Rules. In addition, the Service does not operate to restrict or block transactions between you and us or transactions including Entries, reversals or adjustments we are required to accept under Applicable Law.

ACH TRANSACTION CONTROL

Service

Description. Our ACH Transaction Control Service allows you to block all automated clearinghouse ("ACH") debit entries ("Debit Entries") to your Designated Accounts and to filter debit entries by designating originators whose Debit Entries are authorized by you, or both.

Directions. The Service Administrator you appoint for this Service and users designated by the Service Administrator are authorized to provide information about vendors and other persons who may originate Debit Entries to your accounts, including authorized Debit Entries ("Originators"), and to give us instructions and orders for handling Debit Entries to your account. We rely on the authority of these individuals in providing the Service to you.

Service Options

This Service gives you two options for addressing Debit Entries originated by Originators to your Designated Accounts:

Block. The Block feature offers the highest level of security available with this Service but does not allow for exceptions from Originators other than you. All Debit Entries against your Designated Accounts selected in the set up process will be automatically returned. You understand even Debit Entries you have authorized or wish to pay will be returned and you accept full responsibility for that return decision and any claims from the Originator of the returned Debit Entry.

Filter. The Filter option allows you to approve in advance Originators who are authorized by you to initiate Debit Entries to your Designated Accounts. You will develop and provide to us a profile ("*Originator Profile*") of Originators who are authorized by you to initiate Debit Entries to your Designated Accounts, and with whom you have both agreed to be bound by the Operating Rules. For each Originator who will originate Debit Entries you want to pay, you will provide their ACH company identifier in the Originator Profile. We will treat as authorized by you for all purposes each Debit Entry to your Designated Account which is initiated by an approved Originator in your Originator Profile. Those Debit Entries will be accepted and paid from the Designated Account to which they are sent, subject to the availability of funds in that account as provided in our Funds Availability Policy applicable to that Designated Account. You are solely responsible for all Debit Entries so treated as authorized by you. Debit Entries initiated by any other Originator will be returned and you will be deemed to have directed us to not pay those Debit Entries even if you have authorized that person or entity to initiate that Debit Entry. We will have no liability to you for carrying out your directions or orders. We will rely on the Originator Profile (including the exact correctness of the ACH company identifier) you have provided to us until you give us written notice that you have changed it or revoked the authority of an Originator to transmit Debit Entries, and we have had a reasonable opportunity to act on your written notice. We will also rely on the accuracy of the information you provide us in the Originator Profile.

Reports. As an optional feature of the Service, you may access reports listing blocked attempted Debit Entries to your Designated Accounts.

Account Information. You will not receive notice of Debit Entries to your Designated Accounts from Originators included in your Origination Profile except through your regular account statement. You can also access information about transactions to your Designated Accounts through one of our information reporting services.

Exclusions. The Service does not operate to restrict or block transactions between you and us or transactions including Entries, reversals or adjustments we are required to accept under Applicable Law.

BAI FILE

Service

We will provide you on each Banking Day with an electronic file containing information about your transactions and balances as we mutually agree upon in the set up process for this Service in a format and medium, and at a time or times also agreed upon in the set up process. You may also elect multi-bank reporting which enables you to send to us account data from your other financial institutions which we report to you, or to direct us to report information to another financial institution or destination. This feature can be enabled in the set up process. You are responsible for authorizing your other financial institutions to provide data to us. We are not responsible for the timing or accuracy of any data furnished to us by another financial institution.

BILLER DIRECT

Services

Description. In conjunction with our designated provider (our "Processor" as defined in the Master Agreement), we will provide to you our Biller Direct service on the terms and conditions described in these Terms and Conditions and the Master Agreement (the "Service"). The Service is based on a payment platform provided to you by our Processor consisting of integrated payment solutions (bank account debits and credit and debit card payments) and core payment processing capabilities for your electronic payment requirements, including debiting, settlement, remittance, data warehousing, and transaction ID generation through a common payment engine, along with administrative features (the "Payment Platform"). Additional functionality for the Payment Platform may be available on a custom basis.

Functionality. The Service enables you to receive payment of bills, invoices and other amounts due from or payable by your customers, donors and other payers who properly access the system ("Payers"). Payments are made through ACH transactions or credit card payments authorized by your Payers through a website or by telephone. Based on information and authorization provided by the Payer, the Payment Platform creates files that contain automated clearinghouse debit entries ("Debit Entries") and signature debit and credit card transaction (collectively, "Payment Transactions"), as authorized by the Payer. The ACH transactions are processed by us and credit card transactions are processed by your credit card processor.

Implementing the Payment Platform. The Payment Platform is based on core functionality and processes provided through our Processor. We will work with you and our Processor to

- Implement the features, modules and functionality of the Payment Platform you desire, and
- Coordinate the delivery, implementation and ongoing use of the Payment Platform.

In addition, you will establish or designate a mutually agreed upon account to be credited for payments received, or debited for returns and adjustments arising through this Service (a "Service Account").

Credit Card Processing. If you elect to accept credit card payments through the Service, you will be required to enter into merchant processing or similar agreement your selected credit card processor ("Merchant Card Agreement"). The processing of your credit card transactions and other matters covered by the Merchant Card Agreement are not part of the Service provided by us or by our Processor and are not our responsibility. All aspects of your credit card processing activity are subject to, and administered and governed by the Merchant Card Agreement. References in this document to "credit cards" include signature debit cards if you accept them.

ACH Origination. The origination, transmission and receipt of Automated Clearing House Entries are subject to the Automated Clearing House ("ACH") Service Terms and Conditions as supplemented by these Terms and Conditions. You are the "Originator" as that term is used in the Operating Rules of all ACH Entries generated through the Payments Platform. We will process ACH Entries as your Originating Depository Financial Institution.

Service Administrator. As part of the setup process, you will designate one or more persons to serve as your principal Authorized Agent (as defined in the Master Agreement) to serve as the Service Administrator for this Service on your behalf. The Service Administrator will have the authority to manage the Service on your behalf including to access the administrative features of the Website (as described below), receive Service reports, designate users (and assign IDs and passwords) with authority to act as Authorized Agents with respect to the Service, and generally administer Security Procedures (as defined in the Master Agreement) for this Service. Your Service Administrator and the Users designated by the Service Administrator will have the authority to enable the transmission of Payment Transactions, and to give us instructions and orders for handling errors, unauthorized transactions, corrections, reversals, returns and similar matters. We rely on the authority of these individuals in providing the Service to you.

Direct Use Only. You are not authorized to use this Service as a third party sender or third party service provider, or for the benefit of any other person except your Affiliates who have become a party to the Master Agreement.

General Provisions

Service Rights. We are authorized by our Processor to make the Payment Platform available to you. While these Terms and Conditions remain in effect, you have a non-exclusive, non-transferable right to use the Payment Platform, subject to these Terms and Conditions and any other limitations or restrictions we or the Processor communicate to you.

Payment Website. The Payment Platform includes options for a fully hosted website or partially hosted website or an application programming interface for your own website. The hosted Website or the aspect of your website supported by our interface is the "Website." The Website enables your Payers make payments to you and, if they chose, enroll as a Payer ("Enrolled Payer") and establish a Payer profile and generally administer their payment account with you. You have multiple options for the appearance and functionality of the Website to your Payers. You grant to us and our Processor a limited, royalty-free license to use your name, trademarks, tradenames, logos, slogans, designs and other similar intellectual property solely for the purpose of providing the Payment Platform and related aspects of the Service to you as requested by you. You will be given access to an administrative portal to obtain reporting, manage the Website (as provided in the user Guide (as it may be updated from time to time) for your Payers, and assist your Payers in the enrollment process and making payments. You and your Payers are solely responsible for all data you or they enter into the templates and data portals of the Website.

Payer Security. Enrolled Payers are required to establish user names, passwords and related credential information for use in accessing their payment account on the Website. All Payers will be required to provide authentication data to verify their right to make a payment although you may select a feature of the Payment Platform to enable payments without authentication data. Your Payers are responsible for maintaining the confidentiality and security of the authentication data and their credentials to access their account. Personal financial information obtained from Payers through their use of the Payment Platform will be stored in our Processor's computers and protected by maintaining physical, electronic and procedural safeguards in compliance with applicable federal and state regulations, including the use of firewalls and data encryption, physical access controls to locations and files, and limiting access to such information to those employees who require it to fulfill their job responsibilities to us or our Processor. In addition, access to the administrative features of the Website by your Service Administrator and other authorized users is protected by Security Procedures we establish with you and them in the set up process.

Payer Information. In the set up process, you select the type or categories of information you wish to obtain from your enrolled Payers in their enrollment process and select the authentication procedures you will apply to your Enrolled Payers and other Payers each time they access the Website to make a payment or manage their account with you, or otherwise provide information to you. In addition, you will designate the method or methods of payment you will accept and the types of ACH entries you will originate to us. You may choose to give your Unenrolled Payers the option to store their payment information.

Compliance with Laws: Bona Fide Transactions. In addition to your obligations under the Master Agreement and for avoidance of doubt, you agree to comply with Applicable Law (as defined in the Master Agreement) in connection with your use of the Service and, for emphasis the rules, regulations and operating guidelines of any money transfer system, network, card association, clearinghouse and processor ("Operating Rules") including the Electronic Funds Transfer Act, Federal Reserve Regulation E, the Fair Credit Reporting Act, federal and state privacy laws, anti-money laundering laws and the Operating Rules and Operating Guidelines of NACHA – The Electronic Payments Association ("NACHA"). You agree that: (a) you will use the Service solely to enable payments to you arising from legitimate, legal, bona fide business transactions with your Payers; (b) you are not acting as a third party sender or third party services provider in connection with your use of the Service; (c) you will not use the Service in any manner to further any activity that constitutes a violation of any law, regulation or Operating Rule; and (d) you will receive, resolve, and respond to errors alleged by parties involved in the transactions you initiate under applicable law and the Operating Rules. If you choose to implement functionality to

collect a fee or other charge in connection with any Payment Transaction, you are responsible for complying with all Applicable Law including Operating Rules associated with such fees and charges.

Responsibility and Authorization. We and our Processor are responsible for the proper functioning of the Payment Platform with the features and functionality you select. You are responsible for the proper use and administration of the Payment Platform, making disclosures required by these Terms and Conditions and Applicable Law and obtaining, documenting and retaining proper authorization to initiate or originate transactions and accept payments. You agree to provide us evidence of the authorization of a payment upon our request. You are responsible to us and our Processor for all information provided by your Payers in connection with the enrollment process and any Payment Transaction you submit to us. We do not verify the accuracy of any information you or your Payers transmit to us. You are also liable and solely responsible to us for transactions that are later alleged to be unauthorized or erroneous, and all rejections, reversals, returns and charge-backs. You agree to promptly notify us in writing if you learn of any unauthorized or improper Payment Transaction or any incidence of fraud or suspicious activity using the Payment Platform.

General Representations. Each time you submit a Payment Transaction to us, you represent and warrant to us that: (a) each Payment Transaction was authorized by the Payer whose account is to be debited or charged, as the case may be, in accordance with Applicable Law including the Operating Rules; (b) the information contained in each Payment Transaction file or other information you provide to us including amount, and routing and account numbers is authorized, complete and accurate; (c) the Payment Transaction represents your Payer's obligation to you for the amount of the transaction including, if applicable, permitted convenience or service fees; (d) to the best of your knowledge, the amount of the Payment Transaction is not subject to any dispute, setoff, or counter-claim; and (e) you have no knowledge or notice of any fact, circumstance or defense that would indicate that the underlying transaction was fraudulent or not authorized by your Payer or customer, or that would otherwise impair the validity or collectability of the Payer's or customer's obligation to you, or relieve your Payer or customer from its obligation to you. You understand we are relying on these representations and warranties and the specific representations and undertakings described below in transmitting or processing Payment Transactions, and you are deemed to make the same representations to us as we are deemed to make under the Operating Rules with respect to each Payment Transaction. You agree to promptly notify us in writing if you have knowledge of, or determine that any of the foregoing representations are untrue in any material respect or any of your obligations have been breached. You agree to indemnify us for, and hold us completely harmless from and against, any and all losses, liabilities, damages, claims and costs (including reasonable attorneys' fees and costs) we suffer or incur if any representation or warranty you make to us is not true, or in connection with your failure to comply with Applicable Law or any investigation by any regulatory authority, relating to your use of the Service.

Processing. For ACH Entries, the Processor sends a transaction file to us that we then process through our selected ACH operator, resulting in a debit to your Payer's bank account and a credit to the Service Account. Credit Card (including signature debit cards) transactions are sent by our Processor to your selected card processor for processing under and subject to your Merchant Card Agreement.

Internet-Initiated Transactions

Features. If you implement the Internet-based payment feature of the Payment Platform, your Payers will be able to pay you via the Internet by authorizing the type of Payment Transactions you enable in the Payment Platform.

WEB Entries. The NACHA Operating Rules provide for a Standard Entry Class Code Internet-Initiated Entry ("**WEB**") that identifies a debit entry to a consumer's account initiated through the Internet by a Receiver (as defined in the Operating Rules) such as your Payer. The Operating Rules require that you, in your capacity as Originator (as defined in the Operating Rules), obtain specific authorization from the Payer as required by the Operating Rules and that you implement and comply with specific risk management procedures and policies in connection with your use of the Payment Platform.

Card Payments. You agree to obtain the authorization of each Payer for a credit card transaction or debit initiated by an Internet-based authorization in accordance with the applicable Operating Rules and Applicable Law, and as otherwise required by the Payment Platform.

Telephone-Initiated Transactions

Features. If you implement the telephone functionality of the Payment Platform, your Payers will be able to pay you over the telephone by authorizing the type of Payment Transactions you enable in the Payment Platform. The Payment Platform includes an Interactive Voice Response feature ("IVR") that will (a) enable Payers to provide authorization for the Entry and payment information, and (b) create the Payment Transaction for submission to Bank.

TEL Entries. The NACHA Operating Rules provide for a Standard Entry Class Code, the Telephone-Initiated Entry ("TEL"), which is used to identify a Debit Entry that is initiated pursuant to the oral authorization of a consumer, such as a Payer as Receiver. The Operating Rules require that you, in your capacity as Originator, obtain specific oral authorization from the Payer as Receiver and that you implement specific risk management practices.

Card Payments. You agree to obtain the consent of your Payer for a credit card transactions initiated by a telephone authorization in accordance with the applicable Operating Rules and applicable law, and as otherwise required by the Payment Platform.

Telephone Calls. Your Payer will also be able to telephone your customer service representatives and provide payment information to support and authorize a Payment Transaction. Your designated employees will be provided with a user ID and password to access the client console of the Payment Platform and enter your Payer's transaction information to initiate the TEL Entry.

Bill Presentment

Our Service includes an optional "Bill Presentment" feature that enables you to provide your Payers with access to billing information through the Website. Payers must enroll with you to be eligible for this feature. The Payment Platform offers a number of template email notification options including for providing notice to your Payers that a bill is available. You agree to properly disclose to your Payers the risks associated with electronic bill presentment including the risk that their billing information may be read or used by others. We are not responsible or liable to you or your Payers if the privacy or security of a bill from you is not maintained.

Security

You agree to take all reasonable security precautions to prevent the unauthorized or fraudulent use of the Services and Payment Platform by your employees, agents, contractors, Payers and third parties. The user IDs and passwords required of your Service Administrator and users are part of the Security Procedures for this Service. Once the user IDs and passwords have been assigned and validated by the Processor, the use and confidentiality of these Security Procedures are your responsibility. Neither we nor the Processor assume responsibility to discover misuse or unauthorized use of the Security Procedures other than by our personnel. You must promptly notify us if you discover any security breach related to the Service. We will notify you if we become aware or our Processor notifies us of a breach of security through us, the Processor or the Payment Platform.

Statements and Notices

Your deposit activity through the Service for accounts with us will be reflected on your regular monthly statement as provided in and subject to the Account Rules.

Processor

You understand and acknowledge that the Payment Platform is provided through our Processor. In delegating to our Processor any responsibility that would involve access to personal information or other confidential information regarding your customers, we will require our Processor to protect the confidentiality and security of that information to the same extent we do.

Term and Termination

In addition to the termination rights provided in the Master Agreement, we may also terminate the Service if a change in Applicable Law (including, but not limited to, the rules of any financial network used by the Service) would make it unlawful or impractical for us to provide the Service or if our Processor is unable or otherwise ceases to provide its services to us. We may suspend the Service as a result of unauthorized or fraudulent activity in connection with the Service or unsatisfactory levels of returns, reversals or chargebacks.

Warranties and Disclaimers

We represent and warrant to you that:

- We, together with our Processor, have the necessary rights to provide the Service to you on the terms set forth in these Terms and Conditions;
- The Service will be provided in compliance with Applicable Law;
- The Service shall be performed in a good and workmanlike manner that is consistent with prevailing industry standards; and,
- The Service shall, upon their delivery to you be free from any virus, malware, malicious code, worm, trap door, back door, time, clock, counter or any other limiting routine, copy protection mechanism, dongle key, instruction or design that would erase data or programming or otherwise cause the Services to become inoperable or incapable of being used in the full manner for which it was designed and created.

The following limitations control over any contrary provision of the Master Agreement:

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH ABOVE IN THIS SECTION, THE PAYMENT PLATFORM AND SERVICE ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. WE DISCLAIM ANY AND ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, ACCURACY AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. THESE TERMS AND CONDITIONS CONSTITUTE A SERVICE AGREEMENT, AND THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE SHALL NOT APPLY TO THESE TERMS AND CONDITIONS EXCEPT TO THE EXTENT UCC ARTICLE 4A APPLIES.

OUR AGGREGATE ENTIRE LIABILITY, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION OR THEORY OF LIABILITY (INCLUDING CONTRACT, TORT OR WARRANTY), AND INCLUDING WITHOUT LIMITATION CUMULATIVE LIABILITY FOR A CONTINUING BREACH, RELATING IN ANY WAY TO THE PAYMENT PLATFORM OR THE SERVICE SHALL BE LIMITED TO THE TOTAL AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICE DURING THE THEN-IMMEDIATELY PRECEDING 12-MONTH PERIOD.

CASH SERVICES

Service

Our Cash Services allow you to deliver your coin and currency ("*Prepared Funds*"), and checks for deposit with us to:

- one of our branch locations (a "*Branch*") or cash vaults (a "*Bank Control Vault*"), or
- any one of the cash virtual vaults operated by a third party cash logistics company with whom we have an agreement to act as our agent for cash processing (a "*Virtual Vault*").

These locations are sometimes referred to as "*Delivery Points*." A deposit at a Bank Control Vault or Virtual Vault has the same effect as a deposit at one of our Branches, subject to applicable Cutoff Times. Our Cash Services also include the ability to order coin and paper currency ("*Change Orders*").

Deposits

Locations. Prepared Funds and checks may be delivered for deposit at Delivery Points established in the Service set up process.

Deposit Bags. You are responsible for supplying and maintaining clear, tamper-evident bags ("*Bags*") approved by us to be used for delivery of your Prepared Funds and checks. If you use Bags not approved by us, we reserve the right to charge an additional processing fee for each such Bag. Prepared Funds and checks for deposit must be placed in a Bag with a completed deposit slip for the Designated Account. We are not responsible for the Bag or its contents until accepted by us (or our agent) at the Delivery Point.

Process. On each Business Day, we or our agent will open any Bag that we receive at a Delivery Point during posted hours, physically count and process the Prepared Funds contained in the Bag and deposit the Prepared Funds under the deposit slip to the Designated Account. Any deposits received after the posted Cutoff Time for that location or on a day that is not a Business Day will be credited to the Designated Account on the next Business Day. If a Bag shows evidence of tampering upon receipt at the Deposit Point, the Bag may not be accepted for deposit.

Courier. You are responsible for the selecting and contracting with a courier as your agent to transport your deposit activity to a Delivery Point and for picking up and delivering Change Orders ("*Designated Courier*"). We are not responsible for contents of your delivery until it is accepted by us or by our agent at a Virtual Vault and a receipt acknowledging acceptance is given. We and your courier are separate, independent entities and we are not acting for or with your courier, and we have no responsibility or liability for any obligation of the Designated Courier to you.

Checks. Any checks, drafts or items included in the contents of a Bag will be forwarded for processing. We may create images of checks received and subcontract the imaging to our cash processing agent, retaining the originals only as required by Applicable Law and our document retention policies.

Credit of Funds

Prepared Funds. We will credit the Designated Account selected in the set up process with the aggregate dollar amount of the Prepared Funds stated on the corresponding deposit slip. Such credit is provisional and subject to adjustment upon physical receipt of the funds at the appropriate Federal Reserve Bank, or after we complete the physical count. You acknowledge that we will adjust your account for any errors including bundle differences and strap differences or as a result of counterfeit or contraband Prepared Funds.

Counts. You agree that our or our agent's count of Prepared Funds or any other delivery is final and conclusive. We are not be liable for any shortage due to any counterfeit or contraband Prepared Funds, whether discovered upon delivery of the Prepared Funds to us or thereafter. In no event are you entitled to any amount in excess of the correct balance of the deposit, whether the error was caused by improper commingling of funds, inaccurate counts, clerical error or otherwise.

Change Orders

Process. You may place a Change Order with us through a number of methods we offer subject to availability in the Designated Account. Upon receipt of your request, we or our agent will physically count and bundle the currency or coin ordered by you and make the Change Order available for pick up at the Delivery Point designated for that Change Order. Requests for a Change Order is received before the Cutoff Time on a Business Day will be processed that Business Day and available for pick up at the Delivery Point no later than the next Business Day; requests received after the Cutoff Time or on a day that is not a Business Day, will be processed and available on the next Business Day. Change Orders not timely picked up will be returned to our inventory and you may be subject to an additional processing charge.

Debit. We will debit the Designated Account with the dollar amount of the Change Order on the day the Change Order is prepared by us for pickup.

Pick Up. The Designated Courier is responsible for timely pick up of your Change Order. Responsibility for the contents of Change Order passes to your Designated Courier once the Change Order is picked up by the Designated Courier at the Delivery Point.

Discrepancies. You must notify us of any discrepancies in the Change Order within two Business Days after receipt of the Change Order. Order discrepancies, missing orders and other problems with your Change Order must be promptly reported to the Commercial Support Center at 800-795-6705. You must provide us with documentation to support any such discrepancy. The documented count and records of our Delivery Point will be final and binding.

Voice Response Unit ("VRU")

Description. We offer VRU which enables you to place a Change Order through a touch-tone telephone. Your Change Order will be prepared by a Bank Control Vault or Virtual Vault (a "Cash Vault") and available for pickup by your Designated Courier at the Cash Vault.

Set Up and Implementation. The VRU feature will be available to you once we have completed the set-up process for this feature with you. As part of the set-up process, you will provide us with important information for the use of the VRU feature including designating the users authorized by you to use the VRU feature.

Users. Each user designated by you for VRU will be assigned an identification number ("User ID") and passwords to enable them to access and use the VRU feature.

Orders. The VRU system is available for Change Orders 24-hours a day, seven days a week. The VRU requires your designated user to enter his or her assigned User ID and password, and to follow the prompts from the VRU for the Change Order. Your Change Order will be processed by our cash vault Processor and placed in a sealed, tamper-evident bag marked with identification information for your order.

Security Procedures. The use of a User ID and individual password constitute the Security Procedures applicable to the VRU feature. We will treat every Change Order placed through the VRU feature with the assigned User ID and proper password as having been authorized by you. In addition to safeguarding the confidentiality of the User IDs and passwords, you agree to institute and enforce reasonable security precautions to prevent unauthorized or fraudulent use of the VRU feature by your employees, agents, contractors, customers and third parties.

iOrder

Our Cash Service include an option for you to request a Change Orders received through the iOrderSM system offered and operated by Brink's Incorporated ("Brink's"). Once you have completed the set up process for this feature, you can request a Change Order using the iOrder system. You are solely responsible for the data you input to the iOrder system, and for insuring that you have sufficient collected balances to cover the amount of the Change Order. Once the Change Order request is received in the iOrder system and confirmed, your Change Order will be handled and fulfilled as a Change Order as described above. We will treat all Change Orders made through the iOrder system as having been authorized by you. Your use of this feature is subject to the procedures and instructions found in the User Guide for this feature.

The iOrder system is owned and provided to you by Brink's and not us. We are not responsible for your use of the iOrder system.

DTS

Deposit Tracking

We have in place a contractual arrangement with International Financial Services Inc. ("IFS") that enables you to use the DTS[®] system to track certain deposits made to your Accounts. The DTS system is a service provided to you by IFS and DTS is a registered trademark of IFS. Once you contract with IFS for the DTS system, you can use the DTS system to track any deposit transported to our vault sites. The ability to use DTS for your deposit activity with us is an optional feature of our Service.

The information we provide for the DTS system does not include any account number or other nonpublic personal information except for information you enter into the system and data about the physical status of your deposit (deposited, received, processed, adjusted and adjustment detail). If you elect this feature of our Service, you consent to our furnishing of this information to IFS for purposes of DTS system tracking of your deposits.

In addition to any deposit documentation supplied by the DTS system, we require that you include an MICR encoded deposit slip with each check deposit you wish to have subject to this feature.

Change Orders

Our arrangement with IFS also enables you to process Change Orders received through the DTS. Once you have completed the setup process for the Change Order feature through DTS, you can request a Change Order using the DTS system. You are solely responsible for the data you input into the DTS system, and for insuring that you have sufficient collected balances to cover the amount of the Change Order. Once the Change Order request is processed in the DTS system and confirmed, it is submitted to us through the DTS system. Once we receive your Change Order, we will handle and fulfill it like any other Change Order we receive from you. All Change Orders made through the DTS system are considered authorized by you.

DTS and IFS

The DTS system is provided to you exclusively by IFS and is not one of our Services. We and IFS are separate, independent companies and are not acting jointly or as a partnership or agency in any way. Our only relationship with IFS and DTS system is the provision of information about the physical status of your deposits and the ability to accept Change Orders through DTS as described above. You must look solely to IFS for all matters relating to DTS system, software and service.

iDeposit

Description. This optional feature of our Service allows us to accept your deposits through the Brink's iDepositSM system. Once implemented, this feature enables you to direct Brink's as your courier to deliver to any Virtual Vault operated by Brink's the Brink's iDeposit deposit slip ("*iDeposit Ticket*") and associated clear, tamper evident iDeposit Bag ("*iDeposit Bag*"). Brink's will, as our cash processing agent, accept the iDeposit Ticket and

iDeposit Bag as your deposit. All deposits are subject to verification and correction by physical count of the contents of the iDeposit Bag under our normal procedures, and adjustments and corrections will be made accordingly.

Deposit. Once the iDeposit Ticket is scanned and the corresponding iDeposit Bag is accepted and processed, the Brink's iDeposit system will transmit to us a report detailing the amount and denominations of currency, and amount of coins in the iDeposit Bag ("*iReport*"). We have no obligation to you until the iDeposit Ticket has been properly scanned by Brink's and the corresponding iDeposit Bag has been accepted and processed (excluding counting) by Brink's acting as our cash processing agent at the agreed Virtual Vault location. We will treat all deposits made directly by you through the Brink's iDeposit system as having been authorized by you. In all other respects your deposits with iDeposit are treated the same as any other deposit of Prepared Funds with us. You may only use iDeposit Bags and iDeposit Tickets provided by Brink's to make a deposit with this Service.

Transmission of iReport. If you elect to use the iDeposit feature, you authorize Brink's to transmit to us, and us to receive the iReport. We are not responsible for any failure of the iReport to be timely communicated to us or for any errors in the iReport. If we do not receive the iReport or there are any failures or problems with the Brink's iDeposit system, your deposit will be processed as any other deposit of Prepared Funds.

Contents. Only the exact amount of your activity reported in the iDeposit Ticket may be placed in the iDeposit Bag. You may not place other non-cash items or any coin or currency not counted on the iDeposit Ticket in an iDeposit Bag. Any claim based on a miscount or other issue with the amount of your deposit must be made within thirty (30) days of the date you delivered the iDeposit Bag to Brink's for delivery to us.

Cash Vault Direct

Description. Our Cash Services now have a feature that enables you to use a non-armored, national courier to transport your Change Orders. With this feature, you can use the United States Postal Service ("*USPS*") or UPS to deliver your Change Orders to you instead of an armored courier. We currently have arrangements in place to transport your Change Orders to a USPS processing point near our cash vault or accept a pick-up call from UPS directly at our cash vault. Other than your use of UPS or USPS (and any other courier we may add in the future, each a "*National Courier*") to transport your Change Order to you, your Change Order with this feature is the same as any other Change Order under these Service Terms, except as expressly noted in this Cash Vault Direct Section.

Set up and Implementation. During the set up process for our Cash Services, you will have the option to designate a National Courier to deliver your Change Orders to you. You will also provide us the exact business address or addresses ("*Designated Addresses*") to which you wish to have your National Courier deliver your Change Order. That location must be a place where you operate your business and have authorized personal available to accept the Change Order.

Ordering. You may send us a Change Order request for a National Courier only through the DTS System. We may approve the use of other ordering methods in the future.

Shipping. You must make arrangements with the National Courier you choose for the transportation of your Change Orders including for the process of delivery and your acceptance of the package from the National Courier at your shipping address. We do not provide any of those services. You are solely responsible for the selection of the National Courier and its services, as well as their fees and other charges.

Processing. We will prepare your Change Order as provided in these Terms including placing the currency and coin in a sealed, tamper evident bag. We will generate a shipping label using the DTS Connex system and the Designated Address, affix that label to the National Courier's shipping container and place the sealed bag with your Change Order in the shipping container. Depending upon the National Courier, we will either use our own armored courier to deliver the container with your Change Order to the shipping facility of your National Courier or transfer possession to your National Courier at our cash vault. In either case, a signed receipt or scan of the shipping manifest by your National Courier will serve as acknowledgement of their acceptance of the container on your behalf.

Delivery. It is your responsibility to establish procedures for acceptance of the delivery of the Change Order from your National Courier. We recommend that you not accept a Change Order if the shipping container or bag shows any evidence of tampering or damage. Once accepted, you should inspect and count your Change Order immediately and report any discrepancy to us and your National Courier.

Limits. You may not order more than \$5,000 in any single Change Order with the National Courier feature. We may in our discretion establish daily and other limits, including by bag, location and in the aggregate on the amount of Change Orders. We will use reasonable efforts to notify you in advance or promptly after imposing any such limits, or any change in previously established limits.

Risk of Loss. Once your National Courier has received the shipping container with your Change Order, all responsibility and risk of loss for the contents of your Change Order pass from us to you or your National Courier. At that point, you must look solely to the National Courier for any lost or missing Change Order or currency, all delivery, timing and similar issues, and other matters with respect to the transportation of your Change Order.

Other Risks. You acknowledge that the transportation of currency by a National Courier, while less expensive than the use of a traditional armored courier, presents additional and unique risks compared to the use of a traditional armored courier. You understand that your Change Order will be included in the large number of packages your National Courier processes each day and that the delivery system of the National Couriers may not be as secure as your armored courier's system. This means that there is a greater risk of loss of your Change Order. We recommend that you procure insurance for your Change Orders through your National Courier or third party provider as a means to manage your risk of loss.

Representations and Warranties Regarding Security. Each time you use a National Courier to transport your Change Order, you represent and warrant to us that: (a) you have implemented procedures and programs to insure that the National Courier feature of our Cash Services is used only as authorized by you; and (b) you have in place adequate internal controls to ensure the proper and secure use of the National Courier feature including processes for control over the shipping address, the secure transfer of the Change Order from the National Courier to your authorized personnel and verifying the amount of your Change Order upon delivery.

National Courier Relationship. The National Courier is acting on your behalf in transporting your Change Order. The National Courier is not our agent or acting for us in any way. The courier and related services provided to you by the National Courier are not part of the Service, our Vault Service or any other service we provide. You agree to look solely to your National Courier for any problems or disputes with respect to the courier services provided by them.

Statements and Notices

Your deposit activity and Change Orders through this Service will be reflected on your regular monthly statement for the Designated Account as provided in and subject to the Account Rules. You should carefully and promptly review the statements we provide or make available to you. We offer a number of options for deposit reporting and viewing your account activity. You must notify us of any error or other problem as required and within the time frames specified in the Account Rules.

CHECK BLOCK

Service.

Our Check Block Service protects the accounts you select for this Service by implementing a block so that all checks presented against the account will be automatically returned unpaid including ACH entries from the conversion of a paper check, RCK, ARC, POP and BOC entries. If you have an account on which you do not wish to allow checks to be drawn, you can establish Check Block to prevent checks from posting to your account. Check Block does not block electronic transactions other than ACH entries from the conversion of checks.

CHECK IMAGING

CD ROM Service

Account Activity. Check Imaging via CD ROM enables you to automate the research of checks drawn on your Designated Accounts using the System that we designate for such purposes. Periodically on a Banking Day, we shall create a CD ROM containing images of checks presented on your Designated Accounts for a given cycle.

Security. Your CD ROM is encrypted but it is essential that you maintain the security of the CD ROM once you receive it. We are not responsible if an unauthorized person obtains access to your account information from the CD ROM.

Integrated Search

Integrated Search for Check Imaging Service provides viewing and research functionality for images of your checks. Instructions for use of the Check Imaging through *Fifth Third Direct* are provided in the User Guide for this Service. Integrated Search also enables you to search our long-term image archive to retrieve both paid check and deposit transactions and associated images. Search criteria available include account number, check number, date range and dollar amount. Images are available for up to seven years.

CHECK ISSUANCE

Service

Our Check Issuance Service enables you to request us to create checks on your behalf drawn on a Designated Account (or, if we expressly approve, an account at another financial institutions) by means giving us a "Check Issuance Request" in the form and manner we require. A Check Issuance Request is an Instruction (as defined in the Master Agreement).

Check Issuance Requests may be delivered to us through the communication channels agreed upon in the set up process. Check Issuance Requests may only be submitted by an Authorized Agent designated by you in the set up process using forms we provide or allow.

Once we receive a Check Issuance Request, we prepare a check drawn on the Designated Account in the amount and to the payee identified in the Check Issuance Request, apply the signatures you furnish to us and send the check to the address you specify in the Check Issuance Request.

You may request that we cancel a Check Issuance Request. If the request has not been processed, we will use reasonable efforts to cancel the request but will have no liability for failing to effect the cancellation or prevent delivery.

Your Responsibilities

You must create and transmit to us a Check Issuance Request for each check you want us to issue on your behalf. You must make certain that each Check Issuance Request conforms in form and substance to the requirements, including Cutoff Time on a Business Day, described in the User Guide.

You must retransmit any Check Issuance Request or other message initially transmitted to us through the Service if you have not received an acknowledgment message from us within the time period specified in the User Guide.

You are required to have Available Funds sufficient in amount to cover the total of all checks in the Check Issuance Request. You agree not to send Check Issuance Request(s) unless there are sufficient Available Funds in the Designated Account to cover the checks you request. We may, in our discretion, decline to issue the check if you don't have sufficient Available Funds in the Designated Account to cover any check you request.

Delivery

Expenses. You are responsible for the costs of postage and express delivery, courier and similar third party fees and expenses we incur in using the method of delivery of your checks specified by you. You agree that we may establish, and require that you fund, a reserve account that we can access for three months of reasonably anticipated postage and other customary expenses associated with the use of the United States Postal Service. If you request overnight, express or other courier delivery, we require that you provide us your courier account information, and you authorize us to charge shipping expenses to that account for your check activity. We are not responsible for the method of delivery you choose other than to timely deliver your check activity to the selected carrier.

Payee Information. You are responsible for the accuracy of the payee and delivery address you provide to us.

CHECK RETURNS

Service

Our Check Returns Service includes a variety of options to assist you in managing your Returned Deposited Items ("RDI's"), checks you have deposited to your Designated Accounts that have been returned to us by the paying bank for any reason. RDI's are generally charged back to the account of original deposit in accordance with the and Applicable Law and returned to you. The options and features available with this Service are described in greater detail in the User Guide and provide for special processing of your RDI's including special instructions for the handling and routing of RDI's, additional data capture options, redeposit and chargeback options and reporting options.

The conversion of returned checks to an ACH transaction is not available with this Service but can be obtained with our RCK Service. This Service does not impose on us any obligation to collect any RDI except as described in these Service Terms.

Notifications and Reporting Options

We are required to notify you of a return deposit item for any of your accounts. You can receive notification via the following methods:

- Paper mailed statement including the original return deposit item and RDI detail including standard and non-standard data you request,
- Returns Reports via *Fifth Third Direct*: a static, next-day report detailing RDI activity,
- File Transmission: a next-day file (not human readable) detailing RDI activity, available via file transfer,
- Returns Management via *Fifth Third Direct* offers next-day detail on all RDI activity (similar to the data available in Returns Reports via *Fifth Third Direct*), including images of the RDI's,
- Image CD ROM's of the RDI check images; or
- Fax of images and advice detail can be made available upon request.

Returns Management

Returns Management via *Fifth Third Direct* is a feature of the Service that enables you to receive summary, detail, and chargeback information on returned deposited item activity on a next-business-day basis. This feature also includes:

- Images of all returned deposited items (the front and back of each check);
- Returned deposited item histories;
- Search tools;
- The ability to export returned deposited item data (for import into A/R systems); and
- The ability to view, print, and save to local directories returned deposited item images (ex: for attachment in e-mails)

RDI data and images are available through *Fifth Third Direct* following the completion of processing of your daily volume as more fully described in the User Guide.

Return Deposit Item Reports

Returns Reports via *Fifth Third Direct* enables you to obtain basic summary, detail, and chargeback information on RDI activity on a next-business-day basis. Reports are prepared upon completion of our processing of the day's transaction activity. Returns Reports can be retrieved and viewed on *Fifth Third Direct*, and printed although images are not available. Reports are searchable by return date although the Reports cannot be exported or manipulated in any way. Data is maintained on Returns Reports for a 45-day period.

Returns File Transmissions

Returned Deposited Item Data Transmissions via *Fifth Third Direct* allows you to obtain detailed information on all RDI activity, on a next-business-day basis. Files are available through *Fifth Third Direct* for retrieval and upload into accounts receivable applications. Each RDI is transmitted as a separate detail record within the transmission.

Returned Deposited Item Transmissions via *Fifth Third Direct* are obtained within the File Transfer module. Transmissions are populated to *Fifth Third Direct* following the final cycling of the Returns Operations Department's processing day. Depending on volume, the conclusion of the processing day may be anywhere from 3:30 PM EST to 6:30 PM EST. The default format for all transmissions is outlined in the User Guide. Note: Specific Formatting will be provided during the set-up process.

Consolidated Returns

Consolidated Returns Management is a feature of our Service that allows you to use a special endorsement to route all RDI's to us for processing, regardless of where the Item was originally deposited.

Settlement Account. In the set up process, you must specify a settlement account with us for RDI's from other institutions. Any items received for consolidated processing will be charged to this Fifth Third account. The bank of first deposit maintains the original credit, and we accept the debit responsibility through the settlement account. You agree to maintain a balance in the settlement account sufficient at all times to offset the incoming returns. The account is subject to overdraft fees if the returns on a particular Banking Day exceed the settlement account balance.

Special Endorsement. We utilize a unique routing and transit number so that items can be routed to, and received by us and processed through the settlement account. Each Item that you wish to be returned to us must include an electronic endorsement in the form, and with the quality, location on the Item and consistency we require. The form of endorsement is provided in the set up process and must be used exactly as we specify. You are solely responsible for requiring your depositing banks to use the required electronic endorsement associated with the check images you wish to be subject to this feature of our Service.

Late Returns

You may experience late returns in your Account for a variety of reasons. We will not initiate a late return claim for any RDI unless you submit a request to us in the manner we require. Such a request is subject to our standard fees.

CONTROLLED DISBURSEMENT

Service

Our Controlled Disbursement Service enables you to use reporting tools to learn each Banking Day the total amount of checks and ACH Entries that have been presented against specified Accounts on an intraday basis. This information enables you to provide adequate balances in your funding account to cover such checks and Entries transferred to the specified Accounts to cover your payments. This Service is only available through *Fifth Third Direct* or with our BAI Service.

Accounts

Controlled Disbursement Services require the establishment of two kinds of accounts: a "*Controlled Disbursement Account*" on which you can draw checks using checks bearing the required routing number, and to which you can initiate, or authorize third parties to initiate debit Entries; and a separate "*Funding Account*" in which you will maintain sufficient balances to fund activity in the Controlled Disbursement Account. We require a special routing number to be used for checks drawn on the Controlled Disbursement Account. The Service cannot be used until both types of accounts have been established.

Debit Totals

On each Banking Day, we will determine the total dollar amount of all checks and debit Entries on each Controlled Disbursement Account that were presented to us for payment prior to the final presentment totals on that Banking Day (the "*Debit Total*"). In providing the Service, we rely on clearing information that we receive from the applicable Federal Reserve Bank, ACH Operator, or other clearing entity, the accuracy and timeliness of which we do not control and for which we assume no responsibility or liability. You may, prior to the Cutoff Time on each Banking Day, use one of our information reporting Services to obtain information regarding each Controlled Disbursement Account. If the Debit Total is unavailable on a Banking Day for any reason, we will work with you to establish funding requirements for that Banking Day. Checks drawn on the Controlled Disbursement Account that are presented over the counter may not appear in the Debit Total for that Banking Day and will appear in the Debit Total for the next Banking Day.

Available Funds in Funding Account

Prior to the Cutoff Time on each Banking Day you must ensure that each Funding Account has Available Funds in an amount at least equal to the aggregate Debit Totals for that Business Day for all Controlled Disbursement Accounts to which that Funding Account relates as designated in the set-up process (the "*Related Controlled Disbursement Account*"). We may require you to maintain a specified minimum or "*Target Balance*" in each Funding Account. We are not obligated to fund any shortage in any Controlled Disbursement Account.

Transfer of Funds

After the Cutoff Time on each Banking Day, we will transfer from each Funding Account to each Related Controlled Disbursement Account, Available Funds in an amount equal to the Debit Total for that Business Day for that Related Controlled Disbursement Account. If the Available Funds in a Funding Account are less than the aggregate Debit Totals for all Related Controlled Disbursement Accounts (the "*Aggregate Debit Totals*"), then we will transfer to the Related Controlled Disbursement Accounts whatever Available Funds are in the Funding Account, and we will have the right to dishonor one or more of the checks or Entries for which there are not adequate Available Funds in the Related Controlled Disbursement Account as provided in our Availability Policy. We are not obligated to provide overnight or daylight funding unless we have underwritten and expressly agreed in a written agreement signed by one of our authorized officers, to provide such funding.

Notice of Debit Total; Notice of Required Funding

If we fail to provide you with notice of the Debit Total for any Controlled Disbursement Account, we will systematically cover the checks or Entries presented as to which we have failed to give you notice, and incorporate the difference in the next Business Day's intraday report. If we fail to provide you timely notice of the required funding amount for the Controlled Disbursement Service, and if you fund such Controlled Disbursement Account according to the procedures described in the applicable User Guide, we will elect to either (a) hold checks or Entries and present them the following Business Day, or (b) post to your Controlled Disbursement Account all checks presented for payment, and Entries received for settlement that day. Should the latter option be exercised, the following Business Day's reporting will include the prior Business Day's Debit Total, and you will be required to ensure that there are adequate Available Funds in the Funding Account to fund the Controlled Disbursement Account.

Stop Payments

You may request stop payments on checks drawn through the Controlled Disbursement Service by following the procedures specified in the applicable User Guide or the Account Rules.

Limitations

Controlled Disbursement is not designed to prevent the payment of unauthorized checks or debits. We offer a variety of Services to complement our Controlled Disbursement Service and assist you in addressing unauthorized activity in your Accounts.

DEPOSIT SERVICES

Deposit CD ROM Imaging

With this Service we will create an image of your deposit documents and download the images to a CD ROM and deliver the CD ROM to you.

ARP Deposit Recon

By using pre-encoded deposit slips that contain unique location identifiers in the auxiliary on-us number field of the deposit ticket, this Service enables you to track and subtotal deposits by location using one demand deposit Account.

ELECTRONIC CASH LETTER

Service

Description. Our Electronic Cash Letter Service enables you to electronically transmit to us cash letter files from your place of business or another approved location that we will then process, send for clearing and credit to your Designated Account.

Law and System Rules. The Service is subject to Applicable Law including applicable provisions of the Uniform Commercial Code, Regulations CC and J of the Board of Governors of the Federal Reserve and related operating circulars, the rules of Electronic Check Clearing House Organization (ECCHO) and any other applicable image exchange or clearinghouse and, where applicable, the Operating Rules of NACHA-The Electronic Payments Association (collectively, "System Rules").

User Guide. Your use of this Service is subject to the Electronic Cash Letter Implementation Guide (the "User Guide" for this Service) which sets forth the communication standards, operating and return procedures and other technical requirements for the Service and to our operating policies for the Service including cutoff times and processing schedules and limitations.

Processing

Check Eligibility. Checks eligible for use with the Service ("Checks") are checks or drafts payable on demand in United States Dollars, including U.S. savings bonds and substitute checks but not including non-cash items. All Checks must be made payable to you for your account or, in the case of our Financial Institutions Customers ("FI Customers" as further defined below), endorsed by your institution as the bank of first deposit ("BOFD"). Only Checks written on a financial institution subject to regulation by one of the United States financial institution regulatory authorities and Checks that have not previously been presented to us (in any form) may be submitted through the Service. All other Checks including foreign checks (in foreign currency or without United States routing and transit numbers) must be presented in original form by means other than this Service. You may not transmit or deposit Checks drawn on your own account or the account of an affiliate of yours or third party Checks with this Service.

Check Image Files. We will accept from you an electronic file ("ECL File") containing electronic images of the front and back of checks (each a "Check Image") with the associated MICR line information from the original check, together with deposit instructions in the format we establish with you in the set up process. Each Check Image must contain all the information on the MICR line of the original check at the time the original Check was issued. Each Check Image is considered a "check" or "item" as the case may be, under Applicable Law, System Rules and the Account Rules to the same extent as the original check. You are responsible for the quality and accuracy of each Check Image you create, and for insuring that the corresponding MICR data matches the correct Check Image and Check.

Image Quality. All Check Images you create must meet the requirements specified in the image specifications and code documents we provide in the set up process. You acknowledge that we will not review or verify any data or dates in the Check Images in your ECL File, nor will we review or have any responsibility for any restrictive endorsements or other similar information on any Check Image.

Transmission. Check Images must be transmitted to us via the communication protocol, in the format and to the destinations we establish with you in the set up process. The Service is subject to the cutoff and processing times specified in the User Guide. Your communications are also required to conform to the security requirements including protocols for this Service as mutually established in the set up process.

Deposit. Upon receipt and validation by us of a Check Image, you authorize us to, at our option, create a substitute check from the Check Image, process the Check through our clearing channels physically or electronically or through an image exchange network. Each Check Image is deemed presented to us when we have received and validated the related ECL File provided that your transmission and the Check Images

comply with the requirements of these Terms and Conditions. We will acknowledge receipt of your transmission through the acknowledgement reporting features of the Service depending upon the communications protocol you select. Deposits are subject to our Funds Availability Policy included with the Account Rules.

Processing. We will process Check Images in accordance with our processing procedures and schedule as in effect from time to time for the Service. We reserve the right to clear through the channel we deem appropriate in our discretion to achieve expedited processing and least cost routing. Our processing Cut-off times will be communicated to you in the set up and implementation process but are subject to change in our processing procedures generally. If we are unable to process any Check Image or ECL File as a result of poor image quality or any other reason, we will follow the procedures outlined in the User Guide. You are responsible for checking the ECL reports each Banking Day and following the procedures in the User Guide. We reserve the right to process any Check on a collection basis only and to require that you present the original Check of any Check Image. You authorize us to correct, repair and delete Check Images that do not conform to these Terms and Conditions.

Exceptions. We are not responsible for detecting or reporting any error in a Check Image or other data transmitted to us but we shall make reasonable efforts to notify you if we detect any such error. We may reject any Check Image if we in good faith determine it does not meet our specifications or otherwise does not comply with these Terms and Conditions, and we have no liability to you for such determination. Erroneously presented checks that we discover (such as Checks not payable to you) and nonconforming ECL Files and Check Images will be returned to you for further instructions. You may be subject to charges for exception processing.

Reports. In addition to developing reports with features of the Service you select, you may select from among a variety of standard reporting options in the set up process.

Integrated Search. We will archive all of the Check Images you transmit to us or which we create. Check Images are searchable and may be accessed through Integrated Search tools.

Unavailability of Access. If you are unable to transmit ECL Files to us for any reason (other than during period of regular maintenance), you must notify us promptly and we will work to restore access or provide an alternative method of communication as promptly as possible. In the meantime, should you wish to make a deposit of Checks, you must physically present them to us through other means.

Your Responsibilities

Equipment. You are solely responsible for having and maintaining at your expense proper functioning hardware, including scanning equipment, software and communication devices, and Internet access and related services (collectively, the "Service Components"), including maintenance support and training necessary to transmit Images to us. We are not responsible for any equipment, software, devices or services used by you.

Compatibility. You are responsible for insuring that your Service Components are compatible with the Service. If necessary, you agree to make all modifications to Service Components at your expense as we may require in order to provide the Service to you. We are not responsible for any modifications you may be required to make in order to use the Service.

Security. You agree to: (a) maintain the security of the Service Components; (b) secure and limit access to the Service Components and the Service so that the Service is used only by authorized persons for transactions authorized by you; and (c) insure the security of all scanned Checks and related data so that they are not available to unauthorized person or used for unauthorized or improper purposes. You agree to maintain a complete and accurate list of all locations at which you have established equipment for use in connection with the Service, and make that list available to us upon request.

Training and Supervision. You acknowledge that regular training and supervision of your employees and agents who use the Service are critical to the proper and secure use of the Service Components and the Service. You are responsible for: (a) training, or arranging for the training of your employees and subcontractors in the proper and secure use of your Service Components; (b) having, periodically reviewing and enforcing effective policies and procedures to insure the proper, secure and authorized use of the Service Components and the Service; (c) supervising and auditing the use of the Service by your employees, agents and vendors; and (d) maintaining adequate records to reflect the actions described in this paragraph. You agree to make your policies and procedures relating to the Service available to us upon our reasonable request.

Internal Controls. You represent and warrant to us that you have in place adequate internal controls over the use of the Service in your environment, and adequate process to assess the effectiveness of your internal controls. You agree to maintain adequate records of your review of your internal controls and to make those records available to us upon our reasonable request.

Errors. You are solely responsible for the accuracy of the Check Images, MICR data, control totals and other information you transmit to us with the Service, and for timely notifying us if you discover an error in any Check Image you transmit to us. You must also notify us promptly if you discover an error in the reconciliation of the applicable account, subject to the Account Rules. If we cause an error in or lose any Check Image, our sole obligation is to recreate or correct the Check Image.

Your Representations and Warranties. In connection with each Check Image you transmit to us, you are deemed to make the same representations and warranties and give the same indemnities with respect to Checks, Check Images and substitute checks created by us as we are deemed to make and give with respect to Items under Applicable Law or in connection with any applicable System Rules. In addition to all warranties and covenants provided by law with respect to presentment and collection of Checks, you represent and warrant with respect to each Check Image submitted to us that:

- (i) the Item is properly payable to you (or, in the case of our FI Customers, Checks on which you are the BOFD) and you have the legal authority to accept and negotiate each Item you transmit or present to us;
- (ii) each Item was properly endorsed prior to transmitting it to us for processing and has not been altered;
- (iii) the Check Image accurately represents all of the information on the front and back of the Check, all such information is legible on the Check Image and the MICR-line information is accurate;
- (iv) the control total accompanying each transmission is accurate and equals the sum of the individual Items in the applicable file; and
- (v) no person will receive presentment of the original Check, a substitute check based on original Check not created by us, or a paper or electronic representation of the original Check or a substitute check.

Originals. You agree to: (a) maintain and safeguard original Checks for a reasonable period of time not less than 14 days following creation of the corresponding Check Image (your "Retention Period"); and (b) timely and securely destroy the original Checks promptly following the expiration of your chosen Retention Period. You acknowledge that you may desire or be required to produce the original Check for up to one year due to returns, disputes, adjustments or otherwise, and that we therefore recommend that you retain each original Check and not destroy it for one year after creation. In addition, you agree to provide to us the original Check, if available, and all financial information and records, and related information and documentation regarding the Checks that we may reasonably request. You are solely responsible if an Item, Check Image or data on which a Check Image is based is presented to any person or if any person is charged other than based on presentment of the Check Image by us. You agree to indemnify us for any Losses we may incur or suffer in connection with: the presentation or charge to any person of the original Item, your failure to maintain the security of the original Check, the presentation of duplicate Items, or your failure to timely provide us an original Check upon our request.

Credit; Rejected and Return Items

Credit for all deposits is provisional and subject to verification and collection, and to availability as set forth in our Funds Availability Policy. We will use reasonable efforts to notify you of Check Images or Items we reject through the reporting features of the Service. You agree to pay us for any returned or rejected Item (to the extent we previously gave you credit), and agree that we may debit the appropriate account for, and otherwise adjust (including for any related interest or earning credit we gave you) or chargeback for any and all previous deposits of: (a) any returned or other uncollectible Check; (b) any Check not payable to you or not properly endorsed or in the case of our FI Customers, Checks on which you are not the BOPD; (c) any Check that is presented for deposit more than once; and (d) any non-conforming, ineligible or rejected Check Images. In accordance with our customary practices, we will re-qualify returned Checks to the bank of first deposit.

Suspension or Termination of Service

We may determine to suspend the Service if we believe security has been compromised, we encounter significant Image quality issues, or other risks are present with respect to your use of the Service. If we determine to suspend the acceptance of Check Images, we will provide you notice as promptly as practical but will have no liability for suspending the Service or any failure to notify you of the suspension. We reserve the right to limit the amount of deposits made with this Service including as a result of excessive returns, suspected unauthorized activity or unacceptable risk exposure.

Security Procedures

The use of user Id's and passwords, in addition to access requirements for our internet portal are part of the Security Procedures for the Service. In the set up process, you will be offered options for Security Procedures to use with this Service. You must select the procedure that suits your individual requirements. The transmission of ECL Files and the related Check Images and other data to us using the agreed upon Security Procedures will be deemed for all purposes to be authorized by you.

Audit

We reserve the right for ourselves and for our regulatory authorities and network to audit you and your systems and records solely for the purpose of evaluating your compliance with the provisions of these Terms and Conditions and Applicable Law, and you agree to provide reasonable cooperation in such audit upon request. We will not exercise this audit right except to the extent required by our regulatory authorities, or we are made aware of actual or potential incidents of fraud or material non-compliance with these Terms and Conditions or Applicable Law. If we exercise this right, we will provide you with at least ten (10) Banking Days advance notice of any audit; conduct the audit only during business hours; and use commercially reasonable efforts to avoid any disruption or interference with your operations.

Additional Provisions applicable to our Financial Institution Customers

Application. The following provisions apply only to our customers who are banks, savings associations, credit unions and similar institutions and/or members of a check clearing or image network with their own routing numbers ("FI Customers").

Paper Processing. If we have expressly agreed in writing to accept paper cash letters, you agree to send paper cash letters only in temporary or emergency situations and only if: (a) you utilize a commercially reasonable and trackable transportation method with the requirement of a signature receipt from us to ensure delivery and processing; and (b) the tracking number and amount of the cash letter are presented to us in advance of delivery. We have no responsibility for paper cash letters in the absence of our prior agreement to accept them or your failure to comply with these conditions. You agree that we may convert your paper checks to image and clear them through any clearing channel we choose and terminate your right to send paper cash letters at any time.

Disclosures. In addition to the representations and warranties made by you elsewhere in these Terms and

Conditions, with each Check Image you transmit to us you represent and warrant to us that:

- (i) you have the legal authority to accept for deposit and otherwise negotiate each Item reflected in the Image you transmit or present to us directly or reflected in an ECL File;
- (ii) you have made to your account holders for whom you send us Check Images all disclosures required by, and otherwise complied with, Applicable Law in connection with the creation and processing of Check Images; and,
- (iii) for any Item payable to your account holder, that the account has been opened and administered in compliance with all applicable "know your customer" and anti-money laundering laws and regulations.

BOFD. For purposes of the UCC, as between you and us, you are, or assume the responsibilities of, the bank of first deposit with respect to each Check reflected in Check Images transmitted to us.

ELECTRONIC DEPOSITS MANAGER

Service

Description. Our Electronic Deposit Manager Service enables you to electronically transmit to us check images from your place of business or another approved location which we will then process and credit to your designated account with us. Our Service also includes an optional Electronic Deposit Management ("EDM") Payments Feature that enables you to convert the remittance data associated with your checks to an image and transmit that image to us for additional processing. The Service is accessed through our internet portal, *Fifth Third Direct*.

Law and System Rules. The Service is subject to Applicable Law including applicable provisions of the Uniform Commercial Code, Regulations CC and J of the Board of Governors of the Federal Reserve and related operating circulars, the rules of Electronic Check Clearing House Organization (ECCHO) and any other applicable image exchange or clearinghouse and, where applicable, the Operating Rules of NACHA-The Electronic Payments Association (collectively, "System Rules").

Lockbox. This Service is designed to be compatible with our Lockbox Service but may be utilized without our Lockbox Service. If you also have our Lockbox Service, several reporting file transmission features of the Payments Feature are combined with the corresponding features of our Lockbox to provide you with consolidated payment information and processing.

Processing

Check Images. We will accept from you an electronic image of the front and back of one or more checks (each, a "Check Image") with the associated MICR line information from the original check, together with deposit instructions in the format we require. Each Check Image must contain all the information on the MICR line of the original check at the time the original check was issued. Each Check Image is considered a "check" or "item" as the case may be, under Applicable Law, System Rules and the Account Rules to the same extent as the original check. You are responsible for the quality and accuracy of each Check Image you create, and for insuring that the corresponding MICR data matches the correct Check Image and check.

Check Eligibility. Checks eligible for use with the Service are checks (including substitute checks) or drafts, payable on demand to you for your account in United States Dollars, but not including non-cash items ("Checks"). Only Checks written on a financial institution subject to regulation by one of the United States financial institution regulatory authorities and Checks that have not previously been presented to us in any form may be submitted through the Service. All other Checks including foreign checks must be presented in original form by means other than this Service. You may not deposit Checks drawn on your own account or the account of an affiliate of yours or third party Checks with this Service.

Scanning. The Service includes a module accessible through *Fifth Third Direct* that enables the creation of Check Images using the Scanning Components described below (the "EDM Program"). Check Images are created and transmitted to us by you following the EDM Program instructions. Each Check must be indorsed (by you or through a feature of the EDM Program selected by you) prior to scanning through the EDM Program. All Check Images sent to us with the Service must be created using, and comply with the requirements of the EDM Program. We may, but are not obligated to test the quality and reliability of Check Images created by you and to screen for duplicates. You acknowledge that we will not review or verify any data or dates in the Check Images, nor will we review or have any responsibility for any restrictive endorsements or other similar information on any Check Image.

Deposit. Each Check Image is deemed deposited with us when the EDM Program acknowledges receipt of the Check Image provided it complies with the requirements of the Service. You are responsible for using the EDM Program to determine our acceptance and for responding to any errors or other problems noted through the EDM Program. Checks are deemed deposited at our processing facility near Cincinnati, Ohio unless otherwise specified in accordance with the Account Rules and are subject to availability as provided in the Account Rules.

Processing. We will process Check Images in accordance with our processing procedures and schedule as in effect from time to time for the Service. We may, however, reject any Check Image in good faith and without liability if we determine it to be a duplicate image or if it fails to meet the requirements specified in these Terms and Conditions. Our processing cut-off times will be communicated to you in the set up and implementation process but are subject to change in our processing procedures generally. If we are unable to process any Check Image as a result of poor image quality or any appropriate reason, the Check Image will be deleted from your file, your deposit total will be adjusted accordingly and notice of the rejection of the Check Image will be available through one of the reporting service available through *Fifth Third Direct*. You authorize us to correct, repair and delete Check Images in order to conform to the requirements of these Service Terms.

Collection. We will forward send your images to a clearing house, processor or correspondent. You authorize us to, at our option, create a substitute check from the Check Image, process the Check through our clearing channels physically or electronically, or through an image exchange network including our own. We reserve the right to require that you present the original Check of any Check Image.

Exceptions. We are not responsible for detecting or reporting any error in a Check Image or other data transmitted to us but we shall make reasonable efforts to notify you if we detect any such error. Checks not payable to you and Check Images that we determine do not conform to the requirements of these Terms and Conditions will not be processed.

Reports. In addition to developing reports with features you select, you may select from among a variety of standard reporting options provided through the EDM Program.

Image Archive. We will archive all of the Check Images you transmit to us or which we create. Check Images are searchable and may be accessed through the EDM Program for up to 45 days with options up to 90 days for a fee.

Unavailability of Access. If you are unable to transmit Check Images to us for any reason (other than during period of regular maintenance), you must notify us promptly and we will work to restore access or provide an alternative method of communication as promptly as possible. In the meantime, should you wish to make a deposit of Checks, you must physically present them to us through other means.

Your Responsibilities

Equipment. With respect to any scanning or other equipment and software ("*Scanning Components*") required in connection with the Service, you may choose to use Scanning Components provided by us or through one of our vendors (the "*Bank Option*") or you may use Scanning Components not provided by us (the "*Customer Option*"), subject to our approval with respect to reliability and compatibility. Under either option, you are responsible for having and maintaining communication devices and equipment and Internet access necessary for the Service.

Bank Option. If you select the Bank Option, you may lease or purchase the Scanning Components from us or our vendor as may be agreed upon in the set up process. Delivery of Scanning Equipment is only permitted to destinations in the United States.

Leasing. If you choose to lease the Scanning Components, title to the Scanning Components remains in us or our vendor and you agree to return the Scanning Components to the destination we specify upon termination of the Service for any reason. We will provide a maintenance service agreement as part of the lease but you are responsible for general maintenance of the Scanning Components. The lease payments will be agreed upon in the set up process. You will be separately billed for the lease payments which will include a charge for the maintenance agreement. Your maintenance agreement includes access to customer service for the Scanning Components. Unless we otherwise expressly agree in writing, Scanning Components are leased to you for a term of two years beginning on the date of delivery to you. If the Service is terminated by you or us prior to the end of such two year period for any reason, other than a termination by you due to our material breach of the Master Agreement or these Terms and Conditions, we

reserve the right to require you to pay us, and upon notice from us you agree to pay us a termination fee in an amount determined by us in our discretion not to exceed the product of: (a) the monthly lease payments multiplied by (b) the number of whole months remaining in the two year lease term at the time of termination. The termination fee is payable by you promptly upon demand following notice from us of the amount of the termination fee. Payment of the termination fee does satisfy any other obligation you have to us.

Purchase. If you elect to purchase Scanning Components from us, we or our vendor will deliver the agreed upon Scanning Components to you for the purchase price and other terms agreed upon in the set up process. Unless we otherwise agree in writing, you will be billed for the purchase price in your regular account analysis. We provide a two year manufacturer's warranty with Scanning Components purchased from us that we will transfer to you if it is transferrable. A maintenance agreement is not included with a purchase.

Warranties and Other Terms. The purchase or lease of the Scanning Components is also subject to the manufacturer's or distributor's documents accompanying the Scanning Components including warranties. Except for manufacturer's warranties that accompany the Scanning Components and the two year warranty described above, we make no warranties of any kind regarding the Scanning Components including the warranties of merchantability and fitness for a particular purpose.

Compatibility. If you choose the Customer Option, you are responsible for insuring the compatibility of your Scanning Components with our systems including the EDM Program. If necessary, you agree to make all modifications to your Scanning Components at your expense as we request in order to provide the Service to you. We are not responsible for any modifications you may be required to make in order to use this Service. You are also responsible for ensuring that all Scanning Components and your communications channel used in connection with the Service are functioning properly at all times.

Security. You agree to: (a) maintain the security of the Scanning Components; (b) secure and limit access to the Scanning Components and the Service so that the Service is used only by authorized persons for transactions authorized by you; and (c) insure the security of all scanned Checks and related data so that they are not available to unauthorized person or used for unauthorized or improper purposes. You agree to maintain a complete and accurate list of all locations at which you have established equipment for use in connection with the Service, and make that list available to us upon request.

Training. You are responsible for training your employees and vendors in the proper and secure use of the Service and the Scanning Components, and for supervising and auditing the use of the Service and Scanning Components by your employees, agents and vendors.

Errors. You are solely responsible for the accuracy of the Check Images, MICR data, control totals and other information you transmit to us with the Service, and for timely notifying us if you discover an error in any Check Image you transmit to us. You must also notify us promptly if you discover an error in the reconciliation of the applicable Account, subject to the Account Rules. If we cause an error in or lose any Check Image, our sole obligation is to recreate or correct the Check Image.

Your Representations and Warranties. In connection with each Check Image you transmit to us, you are deemed to make the same representations and warranties and give the same indemnities with respect to the Checks, Check Images and substitute checks created by us as we are deemed to make and give with respect to Items under Applicable Law or in connection with any applicable System Rules. In addition to all warranties and covenants provided by law with respect to presentment, transfer and collection of Checks, you represent and warrant with respect to each Check Image submitted to us that:

- The Item is properly payable to you and you have the legal authority to accept and transfer and negotiate the Item to us;

- The Item is properly endorsed (other than endorsements supplied through the EDM Program) on the original Check prior to transmitting them to us for processing and have not been altered;
- The Check Image accurately represents all of the information on the front and back of the Check, all such information is legible on the Check Image and the MICR-line information is accurate;
- The control total accompanying each transmission is accurate and equals the sum of the individual Items in the applicable file; and
- No person will receive presentment of the original Check, a substitute check based on the original Check not created by us, or a paper or electronic representation of the original Check or a substitute check.

Originals. You agree to: (a) maintain and safeguard original Checks for a reasonable period of time not less than 14 days following creation of the corresponding Check Image (your "Retention Period"); and (b) timely and securely destroy the original Checks promptly following the expiration of your chosen Retention Period. You acknowledge that you may desire or be required to produce the original Check for up to one year due to returns, disputes, adjustments or otherwise, and that we therefore recommend that you retain each original Check and not destroy it for one year after creation. In addition, you agree to provide to us the original Check, if available, and all financial information and records, and related information and documentation regarding the Checks that we may reasonably request. You are solely responsible if an Item, Check Image or data on which a Check Image is based is presented to any person or if any person is charged other than based on presentment of the Check Image by us. You agree to indemnify us for any Losses we may incur or suffer in connection with: the presentation or charge to any person of the original Item, your failure to maintain the security of the original Check, the presentation of duplicate Items, or your failure to timely provide us an original Check upon our request.

Credit; Rejected and Return Items

Credit for all deposits is provisional and subject to verification and collection, and to availability as set forth in our Availability Policy. We may reject any Item for any permissible reason. We will use reasonable efforts to notify you of Check Images or Items we reject through the reporting Service you use with *Fifth Third Direct* or this Service. You agree to pay us for any returned or rejected Item (to the extent we previously gave you credit), and agree that we may debit the appropriate account for, and otherwise adjust (including for any related interest or earnings credit) or chargeback for any and all previous deposits of: (a) any returned or other uncollectible Check; (b) any Check not payable to you or not properly endorsed; (c) any Check that is presented for deposit more than once; and (d) any non-conforming, ineligible or rejected Check Images. In accordance with our customary practices, we will re-qualify returned Checks to the bank of first deposit.

If you are a financial institution and you are or are serving as bank of first deposit for an Item, we are not responsible for any liability you may incur for any returns routed to us in error.

Suspension or Termination of Service

We may determine to suspend the Service if we believe security has been compromised, we encounter significant image quality issues, or other risks are present with respect to your use of the Service. If we determine to suspend the acceptance of Check Images, we will provide you notice as promptly as practical but will have no liability for suspending the Service or any failure to notify you of the suspension. We reserve the right to limit the amount of deposits made with this Service including as a result of excessive returns, suspected unauthorized activity or unacceptable risk exposure.

Security Procedures

The use of user Id's and passwords, in addition to access requirements for Access Services are part of the Security Procedures for the Service. In the set up process, you will be offered options for Security Procedures to use with this Service. You must select the procedure that suits your individual requirements. The transmission of Check Images or other data to us using the agreed upon Security Procedures will be deemed for all purposes to be authorized by you.

Audit

We reserve the right for ourselves and for our regulatory authorities and network to audit you and your systems and records solely for the purpose of evaluating your compliance with the provisions of these Terms and Conditions and Applicable Law, and you agree to provide reasonable cooperation in such audit upon request. We will not exercise this audit right except to the extent required by our regulatory authorities, or we are made aware of actual or potential incidents of fraud or material non-compliance with these Terms and Conditions or Applicable Law. If we exercise this right, we will provide you with at least ten (10) Banking Days advance notice of any audit; conduct the audit only during business hours; and use commercially reasonable efforts to avoid any disruption or interference with your operations.

EDM Payments Feature

We offer EDM Payments as an optional feature of this Service. EDM Payments enables you to send to us imaged remittance data along with your Check Images from which we create and transmit to you an electronic file of the imaged remittance data, all as described below.

Remittance Image Files. If you elect the EDM Payments feature, you will have access to a module in the EDM Program that enables you to use the Scanning Components to scan and create an electronic file containing an electronic image of the remittance data ("*Remittance Image*") related to the Check Images you submit to us. You are responsible for the quality and accuracy of the Remittance Images you create and submit to us. We will accept Remittance Images from you as part of the Service.

Conversion of Data. We will translate and convert your Remittance Image to an agreed upon electronic format. We then transmit a consolidated file to you through an agreed upon channel. If you have our Lockbox service, we can combine remittance data from the lockbox in that consolidated file. In the set-up process we will develop with you compatible file transfer protocol to facilitate payment posting in your accounting system from the Remittance Image. Processing and transmission will occur on the schedule selected by you in the set-up process. You may also elect to download Remittance Images through the Service.

Error Resolution. If an error is discovered in the conversion process, we will promptly correct the error and provide you with a corrected file. This is our sole obligation with respect to such errors.

Data Retrieval and Access. We will store and archive Remittance Images which you can retrieve, research, review and print, through Integrated Search. If you have our Lockbox Service, you may also view Remittance Images through the Integrated Search tools available with that Service.

Reports. In addition to developing reports with features you select, you may select from among a variety of standard reporting options provided through the EDM Program.

ELECTRONIC LOCKBOX

Service

The Fifth Third Electronic lockbox process allows you to collect consumer initiated home banking payments through our Processor for payment collections. Utilizing the MasterCard RPPS network or direct relationships with payment companies or paying banks, our Processor consolidates these payments and transmits to us for inclusion in your daily Lockbox transmission file.

We will act as your sponsor in the MasterCard network facilitating concentration and processing of MasterCard RPPS transactions and returns in accordance with MasterCard RPPS operating rules. Similarly, our Processor will facilitate concentration and processing of transactions and returns directly with other third party bill payment companies and bank in accordance with their processing requirements.

Settlement will occur same-day or next day depending upon transmission time.

ESCROW MANAGER

Service

Description. Our Escrow Manager Service (the "Service") enables you to control and administer pooled funds belonging to multiple clients and includes our *Escrow Manager Online* access feature available through our internet portal, *Fifth Third Direct*®. The Service is structured with: a "Master Account" including a "Master Sub-Account" and "Sub-Accounts." Funds from your clients are initially deposited into your Master Account which will be titled as an escrow account. The deposited funds are then allocated by you to the appropriate Sub-Account which you establish for each of your clients and manage through Escrow Manager Online. Each Sub-Account will be identified by your clients' unique identifying number, name or tax identification number. Funds may be transferred at your direction from the appropriate Sub-Account to your Master Sub-Account to fund withdrawals or payments. The Master Account and Sub-Accounts may be referred to collectively as the "Account" or "Escrow Account." We will prepare and timely mail to each of your clients a Form 1099-INT or a Form 1042-S, as the case may be, for any interest paid on the Sub-Accounts as required by Internal Revenue Service ("IRS") regulations. We will also prepare the 1099-INT form if the Master Sub Account earns interest.

Set Up. Before we can make the Service available to you, you must:

- Complete and sign a signature card for the Master Account;
- Have obtained proper and effective authorization from each of your clients to hold your client's funds through the Account, and provide us with reasonable evidence of that authority upon request;
- Provide us with a signed and completed Form W-9 (or applicable Form W-8) for each of your clients for whom a Sub-Account will be created,
- Authorize and complete the set up process for the Access Channel, and
- Establish the access rules for authorized Users of the Escrow Manager online access feature of the Service.

Your Fifth Third representative will assist you in the set up process for this service.

Other Services. If you wish to use any of our other Fifth Third Treasury Management Services in connection with the Service, including our Wire Transfer and Automated Clearing House Services, you must separately obtain those Services from us and complete the related implementation process. Your use of that Service will be subject to the Terms and Conditions for that Service. The Accounts and your transactions in the Accounts are also subject to the Account Rules as in effect from time to time.

Sub-Accounts. The Sub-Accounts will be established as interest bearing demand deposit accounts unless we otherwise agree in the set up process.

Deposits

Transactions. There is no limit on the number of deposits which may be made into the Master Account and recorded in a Sub-Account. We will accept for deposit checks and other items of payment ("Items"), as well as electronic funds transfers; provided that, in each instance we have the necessary Sub-Account information with or prior to the transfer.

W-9/W-8 Forms. You must obtain and provide to us a signed Form W-9 or applicable Form W-8 in the case of foreign clients ("Form W-9/W-8") for the master sub account and each of your clients for whom a Sub-Account is established. You are responsible for insuring that all of the information on the Form W-9/W-8 is exactly correct and that it is appropriately signed. We will withhold tax on interest paid on any Master Sub-Account or Sub-Account on which we have not obtained a validly completed Form W-9/W-8 from the appropriate party. Tax withheld will be remitted to IRS as required by regulations, and will be reported on Form 1099. You must provide to us Form W-9/W-8 for a new set up made online even if you electronically transmit your deposit. Originals should be provided to your Fifth Third representative and you should retain copies in a secure place.

Sub-Account Allocations. You are solely responsible for allocating deposited funds to the proper Sub-

Account via Escrow Manager Online. You may allocate a deposit to one or multiple Sub-Accounts. Transfers from Sub-Accounts are also made through Escrow Manager Online access by either closing a Sub-Account or making a transfer to the Master Sub-Account for further distribution.

Electronic Transfers. If you wish to initiate any ACH debits to your clients' accounts for credit to a Sub-Account, you must first complete the Application Forms and set up process for our Automated Clearing House Service.

Returned Items and Reversals. The amount of any Item or other deposit or credit that is returned to us or reversed may be deducted from the Sub-Account in which the funds were recorded, and reflected in the resulting Master Account aggregate balance. You will also be subject to a returned deposit fee. If we do not have sufficient Account identification information for such Item or other deposit or credit, we may not be able to determine the Sub-Account to which the returned Item or reversal applies. In that case, we may deduct the amount of the returned Item or reversal from Master Account or other account (other than a Sub-Account) you have with us.

Escrow Manager Online

Features. The Service includes our *Escrow Manager Online* access feature which enables you to manage the Accounts via the internet through our internet portal, *Fifth Third Direct*. You must have completed the Application Forms and set up process for *Fifth Third Direct* in order to have access to this feature of the Service. The features and functionality of Escrow Manager online e-access are described in greater detail in the User Guide we provide you with this Service and include the ability to view Account summaries, establish, change and close Sub-Accounts, generate and print reports, receive alerts, view and manage transactions and allocate funds among Accounts. We may update the User Guide from time to time to add or modify the features and functionality of this feature of our Service.

Service Administrator. The Service is administered for you by your Channel Administrator.

Security Procedures. The use of Escrow Manager online access through *Fifth Third Direct* is subject to Security Procedures. The use of a Channel Administrator with authority to designate users, the requirement of user and Administrator ID's and passwords for access to the Service through *Fifth Third Direct*, and other security features of *Fifth Third Direct* constitute the Security Procedures we offer for the Service. You acknowledge that you must notify us in writing of your wish to utilize some other procedure in light of your expected use of, or particular needs for, this Service. You authorize us to act and rely upon any communications, instructions and directions to us through *Fifth Third Direct* and the Escrow Manager Online access feature using the Security Procedures.

Customer Assistance. Our implementation specialists will assist you throughout the set up process. Our Commercial Support Center is available to assist you in using the Service during posted hours of operation and will provide additional assistance if requested. The Service also includes online guides to assist you in using the Service.

Our Relationship

You acknowledge that:

- We are only acting as a depository bank; we will not be providing escrow services or otherwise acting as an escrow agent or other agent for you (except as expressly set forth in these Terms and Conditions), your customers or any other person; and, we have no legal or contractual relationship with any of your customers as a result of this Service;
- Any and all responsibility for providing escrow agent services to your clients remains with you;
- Different states may have different laws regarding the obligations of an escrow agent or persons holding the funds of others; you are solely responsible for ensuring compliance with those laws and we assume no responsibility for your compliance with those laws; and
- We are not performing trust functions or otherwise acting as a trustee.

Interest

For interest bearing Sub-Accounts, interest accrues daily and is compounded and credited to the various Sub-Accounts on a monthly basis. The interest rate on the Sub-Accounts may change at any time in our discretion, thus the annual percentage yield for the Master Account may change at any time as well. Interest will be calculated based on the collected balance recorded in each Sub-Account. No minimum balance per Sub-Account is required but the Master Account may be subject to monthly maintenance fees. Interest will be credited to each Sub-Account on the last day of each month. The amount of interest credited to each Sub-Account will appear on the next monthly statement you receive after such payment of interest.

1099-INT Preparation

As the holder of funds for your clients on which interest is being paid, you must provide each of your clients each year with a Form 1099-INT (for U.S. clients), Form 1042-S (for foreign individuals) or successor form, as applicable ("*Form 1099*"), pursuant and subject to IRS regulations. As part of the Service, we will, on your behalf, prepare a Form 1099 for each Sub-Account as required by law and mail it directly to the Sub-Account holder (unless an exemption applies) at the latest addresses you provide us for your client. You are solely responsible for furnishing to us, as requested and in mutually acceptable format, all client information we require for this purpose, including the Form W-9/ W-8 for each Sub-Account. You are solely responsible for any untimely, incorrect or out of date client data you provide to us. While we are providing the Service to you, you authorize us on your behalf, and direct us, to file with the IRS Form 1096 or Form 1042, or both, as the case may be.

Withdrawals

Withdrawals from the Master Account must have a corresponding transfer from a Sub-Account to fund the Master Sub-Account. Closing a Sub-Account automatically transfers funds to the Master Sub-Account for further distribution. We have no obligation to respond to transfer requests in any other format. If any Account is overdrawn at any time for any reason, you agree to immediately deliver to us sufficient funds to repay the following:

- The amount necessary to replenish the overdrawn Account,
- Any applicable overdraft fee, and
- Any interest we paid on the affected Account.

We can refuse to execute any withdrawal request or transfer order if there is or would be created an insufficient balance of available funds in the Account. You also agree to reimburse us for any reasonable costs we incur to collect that deficit (including court costs and reasonable attorneys' fees).

Authorization and Know-Your-Customer Responsibility

You represent and warrant to us that you have been duly authorized to hold the funds of your clients which you deposit with us and that each withdrawal from a Sub-Account initiated by you is authorized by your clients. You acknowledge that you and not your clients are our customer and that you bear all responsibility for all applicable "know your customer" and similar laws including anti-money laundering laws.

Termination

We reserve the right to terminate the Service and close the Escrow Account as provided in the Master Agreement. You may close the Escrow Account at any time after we have received notice and have had a reasonable opportunity to act on it. In connection with the closing of the Escrow Account, we will mail you a final statement listing the closing balance in each Sub-Account.

INFORMATION REPORTING

Service

We provide a wide variety of options for you to obtain balance, transaction and related information about your accounts, including intra-day and prior day information, and information generated from other Services you use. Information Reporting is available through *Fifth Third Direct* and our BAI Service, and other communication channels agreed upon in the set up process.

With our multi-bank reporting option, you may elect to have accounts maintained at other financial institutions reported to us or authorize us to report your account and transaction data to other financial institutions. If you choose to have us report data from other financial institutions, you are responsible for authorizing the other financial institution to transmit data to us on based on their requirements. You may also direct us to report information to another financial institution or destination; you are solely responsible for the delivery information you provide to us.

Electronic information is subject to update, correction and verification.

INTEGRATED PAYABLES

Service

Our Integrated Payables Service is a comprehensive payables solution that enables you to make multiple payments through multiple platforms from a single, standard payment file. You can consolidate payment by wire, ACH or check into a single file to initiate payments to vendors, employees and other payees.

In the setup process we will establish the file format and Security Procedure for the authentication of the file. Files are transmitted by direct transmission or can be delivered through Fifth Third Direct via data exchange capabilities. The file must contain full details for all payments to be made including date of disbursement, payee and requested method of payment. We acknowledge receipt of your file by the method agreed upon in the set up process. We then execute your payment instructions as set forth on the date set forth for each payment in the payment file, subject to the file meeting our Cutoff Times.

Payments made by ACH are subject to the Service Terms for our Automated Clearing House Service. Payments made by wire transfer are subject to the Service Terms for our Wire Transfer Service. Payments made by check are subject to the Service Terms for our Check Issuance Service.

INTEGRATED RECEIVABLES

Service

Our Integrated Receivables Service provides you with payment information from multiple payment Services in a single, integrated file ("*Receivables Data*") enabling you to automatically update your accounts receivable system, including ACH and incoming wire payments, Lockbox, electronic payments and our Biller Direct Service. Your receipt of funds related to Receivables Data is governed by the Terms and Conditions of the Service you use for that purpose and the Account Rules.

Receivables Data

When we receive funds and remittance-related information through one of our collection Services, we extract invoice and other standard data to create Receivables Data. We may perform certain edits to the basic payment information and will translate the information into a standard file format. Receivables Data Files will be sent to you in the manner and at the times identified in the User Guide. While we strive to provide complete accuracy of the Receivables Data we produce, we cannot assure the complete accuracy of the data we produce. Our sole obligation for any incomplete or inaccurate data is to correct the relevant data and resend it to you in a correction file. We are not responsible for the content of the remittance data provided to us.

LOCKBOX

Service

With our Lockbox Services, we will process checks and other items ("Items"), credit card payments and cash (collectively, "Payments"), along with remittances including vouchers ("Remittances") directed to a Lockbox or sent directly to our processing facility, post Items and cash for deposit to the Designated Account, transmit credit Payment information to your card processor, process the Remittances according to your instructions and provide you with remittance data electronically through the channel you select. We offer two types of Lockbox services:

Wholesale Lockbox, designed for customers who receive a relatively small volume of large dollar remittances, usually business-to-business payments, collected from a broad geographic area using an invoicing method.

Retail Lockbox, designed for customers who receive a large volume of small dollar remittances, usually customer-to-business payments, collected from a broad geographic area using a scan able invoicing method allowing for high speed straight through processing.

Establishing the Lockbox

At your request, we will provide such number of post office boxes ("Lockboxes") at a mail facility as we and you mutually agree are required in order to handle the anticipated volume of Payments and Remittances. You authorize us to act as your agent to have exclusive and unrestricted access to the Lockbox for the purpose of collecting and processing all Payments, Remittances and other materials contained in the Lockbox ("Mail").

In the setup process you will designate an account with us to be the Designated Account for this Service. The Service will be available on a mutually agreed upon date.

Notifications

For Payments and Mail you wish to be processed through the Service, you must notify your customers and other obligors ("Obligors") to:

- Mail their Payments and Remittances to the Lockbox; and
- Not to use the Lockbox for any purpose other than sending Payments and Remittances.

Users of Retail Lockbox also agree to require their Obligors to use remittance forms we specifically approve. If you change the form of coupon or other remittance, you may be subject to additional processing charges until we test and approve the new form.

Lockbox Items Processing

Mail. On each Banking Day, we will remove all Mail from the Lockbox in accordance with our regular collection schedule then in effect. We may refuse to accept any Mail that we deem inappropriate including packages, boxes and C.O.D. mail. We will open all Mail so removed from the Lockbox and process it according to your instructions. All Mail that we do not accept for deposit or collection will be returned to you without further processing at the address you specify to us in the set up process. Mail shall not be deemed to have been received by us until it has been picked up by us from the designated mail facility, or in the case of the Wholesale Lockbox, delivered to us at the address we specify.

Items. We will use commercially reasonable efforts to process Items received and make funds available from the Items in accordance with our Funds Availability Policy. If you use Retail Lockbox, you understand that we process your Items using high speed automated processing equipment and we do NOT inspect any Items. You

accept full responsibility for any Item not properly payable to you or another Acceptable Payee (as defined below) and for any or missing signatures or endorsements, restrictive endorsements or other problems with the Item. You acknowledge that the cost of manual processing would be significant, that you do not wish to incur such costs. You release us from all liability for processing checks sent to the Lockbox but not payable to an Acceptable Payee.

Acceptable Payee. Payments sent to the Lockbox must be payable to a payee whose name you have provided to us ("Acceptable Payee"). You represent and warrant to us that you are duly authorized to receive, and have the full and unrestricted right to receive all Payments payable to each Acceptable Payee, and to deposit or process the Payments into your Designated Account.

Wholesale Lockbox. If you select Wholesale Lockbox, we process Items pursuant to standard industry practices. Items not payable to the name of an Acceptable Payee or which fail to designate a payee name may not be processed. Items payable to an Acceptable Payee name and another party must be endorsed by such second party in order to be processed. If we discover that an Item is not endorsed, the Item may not be processed. If the date is missing on an Item, we may, but need not, insert the current date, and then process the Item. Items dated (a) more than six months prior to the date of presentation, or (b) more than five days after the date of receipt may not be processed in our sole discretion. If the written amount and the numeric amount on the Item differ, the supporting documentation, if any, may be examined to determine the correct amount. If the correct amount cannot reasonably be determined, the Item may be returned to you unprocessed. Items we discover that do not bear the drawer's signature shall not be processed.

Restrictions. We are not required as part of this Service to inspect the Items or to isolate and not process Items bearing restrictive legends or endorsements on the fronts of such Items (e.g., "paid-in-full," "final payment" or words of similar meaning). We will not process an Item if we discover that such Item contains any such legend or endorsement or is accompanied by written matter purporting to restrict the nature of payment. However, we are not liable or responsible if we fail to investigate or discover any such restrictions on the Items. Items that we do not process will be forwarded to you unprocessed according to your instructions.

Endorsements. You irrevocably make, constitute and appoint us (and all persons we designate for such purpose) as your true and lawful attorney-in-fact to endorse your name on all such Items with the endorsement "Credit to the account of the within-named payee" or similar Lockbox endorsement used by us.

Foreign Items. Any Item drawn on a bank located outside the United States and any Item payable in foreign funds will be accepted for collection only, and the amounts of such Items will not be credited to the Designated Account until we receive final payment of the Item.

Credit Card Payments

We will accept and process credit card Payments only if you have a merchant processing agreement with a processor with which we have the appropriate contractual arrangements. You authorize us to key in the credit card payment information included in the Remittance and transmit that information to the card processor designated by you in the setup process. Sensitive data such as card numbers may be redacted in stored data and images.

Cash Payments

Processing. Cash Payments identified in Mail are subject to our internal procedures for handling cash Payments.

Counts. If there is any variance between our count of cash in an individual envelope included in your Mail and the dollar amount of such cash as stated on any related remittance data included in the Mail, we will identify such variance and follow mutually agreed upon procedures for reporting such variance to you. You agree that our count of the cash contents in Mail is final and conclusive. We are not liable for any shortage or variance for any reason, whether discovered upon initial processing or thereafter. In no event are you entitled to any amount in excess of the correct balance of the deposit, regardless of the basis of the original error.

Deposits

We prepare Items for deposit to the Designated Account throughout each Banking Day. Each Business Day, we will provide you with information through your selected reporting service regarding each Item processed from the Lockboxes in a manner mutually agreed upon in the set up process.

Cash received in the Lockbox will be aggregated and deposited to a special processing account we maintain for you. We will draw a check on that account payable to you in the amount of the cash processed each Banking Day, and process that check for deposit to your Designated Account the following Banking Day.

Chargebacks; Returned Items

All Items received in the Lockbox, processed and deposited in the Designated Account by us and then returned to us unpaid or returned for any reason will be sent to you along with a debit advice. You understand that we are not authorized to collect any payment other than through customary lock box processing. We offer a variety of Services for addressing returned items.

Imaging and Truncation

All Items and Remittances we receive within this Service will be imaged with the understanding that these imaged Items will be truncated. These truncated Items and all Remittance originals will then be destroyed five (5) Business Days after image capture occurs and you acknowledge and understand that we will no longer be able to retrieve the originals after destruction. You may, for a fee, choose to have original Items and Remittances returned to you through a mutually agreed upon method.

Images are available through one or more reporting options or upon request.

Correction of Errors

If we make an error in processing Mail, our sole responsibility for the error shall be to process a correction in the next processing after we resolve the error with you.

Centralized Exceptions for Lockbox

Description. Centralized Exceptions is available as an optional feature of our Lockbox Service. This feature enables Users provisioned by the Channel Administrator to manage certain exceptions that arise in the processing of Lockbox activity. These exceptions are categorized as "critical" or non-critical" (or similar descriptive terms) for purposes of User access:

- Critical - defined as a transaction that is not deposited or posted to the remittance account until resolved (out of balance transaction, missing account, business rules established by Customer); and,
- Non-Critical - informational exceptions that are not required to post a transaction (change of address, EFT enrollment, correspondence only without a transaction).

Users provisioned by the Channel Administrator will be provided data and images related to the particular type of exception and will be presented with options for resolving the exception. Business rules, resolution timelines and defaults are established in the implementation process and are binding on Customer for the processing of exceptions. We will respond to the exception as directed by the User. Exceptions are available for resolution in Centralized Exceptions for up to three Banking Days at the conclusion of which the default decision assigned to the exception will be executed.

Letter Generation Feature. Centralized Exceptions includes an optional Letter Generation feature that will automatically produce a letter or other communication that may be sent to your customer in response to the disposition of an exception. If a payment is rejected through Centralized Exceptions due to an exception, whether by action of a User or application of default rules established in the set up process, an image of the

check and other relevant data will be sent to Customer at the address provided in the set up process or directly to the applicable customer of Customer using contact data appearing in the Mail received by us.

Customer Correspondence. If you elect that we send direct correspondence to your customers, our sole role and responsibility is to use reasonable efforts to promptly print correspondence with the content you specify and mail it, along with the applicable payment in question, first class mail to the applicable customer who is the subject of the exception. We will not be mentioned in the correspondence and your customer is not permitted to contact us. You are responsible for the accuracy and completeness of the information you provide to us and for resolving the exception with your customer; we have no responsibility for the outcome of the exception with your customer. For avoidance of doubt, in no event will any content involve the collection of any debt your customer may have to you.

Limited License. Solely for purposes of printing and mailing the exception response you choose to your customers, you grant us a non-transferable, non-sublicenseable, non-exclusive, royalty-free, worldwide license to use and display the trademarks, service marks, names and other information about you that you provide to us for this purpose. You further authorize us to affix to mailings and emails the name, title and signature of your representative you designate. We agree that you retain and reserve all other rights in and to such trademarks, service marks and such information.

Transition Services

If you terminate the Services for any reason or we terminate the Service for convenience, provided that we are then making our Lockbox Services generally available to our customers, we will maintain the Lockbox and process Mail and Payments under these Service Terms for a period (not to exceed ninety (90) days) we reasonably determine is required to transition your lockbox requirements to another provider. At the expiration of such period, you will incur additional charges at our then prevailing rates for post termination services for any other work processed by us. We reserve the right to close the Lockbox and cause all Mail to be returned to sender at the conclusion of the transition period.

MULTICURRENCY ACCOUNT

Service

Description. Our Multicurrency Account Service enables you to effect and receive payments outside the United States in foreign currencies or U.S. Dollars. We will establish a sub-account on your behalf with a Processor in the desired foreign currencies we offer or US Dollars (a "MC Account") in which we will, on your behalf, concentrate and hold funds denominated in such currencies and effect transactions in such currencies as you request. You can access information about MC Account activity through *Fifth Third Direct* and give us Instructions for the MC Account using one of our funds transfer Services. The timing of such access and such account postings will vary depending upon the foreign currency applicable to such Account. Checks may not be written on the MC Account, nor are in-person withdrawals available.

Establishing the MC Account. The MC Account is a sub-account under an account we establish in our name with the Processor. The MC Account is not an account at Fifth Third Bank; your rights and our obligations are set forth in these Terms and Conditions. It is not domiciled in the US and FDIC insurance does not apply to the MC Account. You have no interest in the MC Account we establish for you and may not access the MC Account directly in any way. We agree to accept permitted deposits in the MC Account and carry out transactions in the MC Account on your behalf pursuant to your instructions. You agree not to create, or permit any third party to create, any security interest or similar interest or claim, in or on any part of the balance of an MC Account, the debt represented by them or the account we establish with the Processor. **THE MULTICURRENCY ACCOUNT IS NOT FDIC INSURED.**

Account Credits. You may receive or make deposits into the MC Account through any means we permit. Checks may not be deposited except with our prior written consent. Credits received in a MC Account in a currency other than the currency in which the MC Account is denominated will be converted to the denominated currency of such MC Account in accordance with the applicable Processor's exchange rates.

Processor. Our use of one or more Processors to provide any aspect of the Service shall not create any relationship, contractual or otherwise, between you and any Processor. You understand that providing the Services requires communications between us and the Processors. You authorize us to disclose to the Processors such information, including confidential information, as is necessary to implement or provide the Services or as may be required by the rules and regulations applicable to the Processors and the laws and regulations applicable to the Service. The operation and use of the MC Account is subject to the policies, rules and procedures of our Processor and our internal policies and procedures.

Direct Use Only. You are authorized to use the Service exclusively for your direct benefit and not for the benefit of any other person or entity including your subsidiaries and affiliates. You agree that all deposits and other credits to the MC Account will be exclusively for your own account and that you will not engage in any transactional activity relating to the MC Account or any aspect of the Service on behalf, or for the benefit, of any other person or entity.

Use of the MC Account

Listed Businesses. In addition to the representations and warranties you make to us in the Agreement, you represent and warrant to us each time you use the MC Account in any way that you:

- (a) are a business entity established under the laws of a State in the United States or a province of Canada or Canada;
- (b) have been operating as a going concern having conducted an active business for more than one year; and

- (c) are not directly or indirectly engaged in activities in any of the following business areas ("*Listed Businesses*"):
- i. Casinos and other gambling activities including online gambling,
 - ii. Money service businesses,
 - iii. Brokerage houses,
 - iv. Traders in precious metals,
 - v. Traders in virtual currencies,
 - vi. Importers of second hand vehicles, or vehicle parts,
 - vii. Charities/non-governmental organizations,
 - viii. Offshore incorporated companies,
 - ix. Adult entertainment, or
 - x. Firearms.

We may change our list of Listed Businesses at any time and we will give you notice of the change. If at any time any aspect of the foregoing representations and warranties is untrue or incorrect, you will immediately advise us and in any case, you are no longer authorized to use the Service, and you agree to cease using the Service. We may terminate the Service without notice if we reasonably believe that any aspect of the foregoing representations and warranties is untrue or incorrect. Without limiting your obligations to us, you agree to (a) promptly notify us if you are or become engaged in whole or in part in any Listed Business, and (b) upon request, provide us with such information as we may require, including certifications from an executive officer of your company, relating to your business activities and compliance with this paragraph. You acknowledge that we may share such information and certifications with our Processors.

AML Matters. You acknowledge that we have in place and will apply to you and the MC Account various programs and measures as part of our compliance with applicable laws relating to our know-your-customer and anti-money laundering obligations. As part of these obligations, we may require (including at the request of our Processor) that you provide to us, and you agree to provide to us (and authorize us to provide to our Processors), information and relevant documentation relating to a your business, affairs and transactions including on the occasion where we or our Processor suspect that the MC Account or any aspect of the Service was used in connection with any illegal, illegitimate, or damaging activity or that the MC Account may have received or processed the proceeds of illegal activity or that any activity was conducted, at least in part, for the purpose of disguising the source of the funds in the MC Account.

Foreign Currency Risks. You acknowledge and accept that: (a) there are risks associated with engaging in transactions in a currency which is not your usual or base currency, including those associated with exchange rate fluctuations and with the country or zone of the foreign currency, and (b) fluctuations in exchange rates may adversely impact you upon conversion to your base currency including a reduction in the converted value of your payments or account balance. You represent and warrant to us that and that you are able to assess and manage such risks and will use your own independent judgment in respect of currency conversions and/or remittances. You acknowledge that we are not providing on any advice, opinions or data in connection with these matters.

Compliance with Laws: Bona Fide Transactions. Without limiting the application of, or your obligations to us under the Master Agreement, you agree to: (a) comply with all Applicable Laws including laws, rules and regulations of foreign countries and of clearing associations and similar bodies through which transactions related to the Service are conducted in connection with your use of our Service, and (b) use our Service solely to receive and

make payments in connection with the bona fide operation of your business in the ordinary course and not for trading, speculation or similar investment activities or purposes. For avoidance of doubt, to the extent we are subject to the laws and rules of any country, exchange or clearing system in connection with any transaction in the MC Account or disputes related to the MC Account, through our Processor or otherwise, you and the MC Account are likewise subject to such laws and rules in connection with such transaction or dispute.

Fees and Taxes

Fees. You agree to pay to us fees for the Service as provided in the Master Agreement.

Responsibility for Taxes. You acknowledge and agree that, without limitation of your obligations to us under the Agreement, you are solely responsible for the payment and reporting of any and all taxes (as that term is broadly construed) related to the Service and the MC Account (excluding taxes based on our employees, property or net income). To the extent that you are required to withhold any taxes from any payment of interest, fee or other amount payable to us, you agree to bear such taxes, and the payment to us hereunder shall be increased so that the net amount paid to us is equal to the amount of fees we would have been paid had no taxes been due or withheld. You agree to provide us upon request evidence of the payment of such taxes. You acknowledge that we will comply with applicable tax laws as required relating to the MC Account and the Service and you agree to cooperate with us in that regard.

Interest and Transactions. Interest credited to your MC Account may be assessed for income tax purposes and may be subject to withholding. Foreign currency transactions may give rise to taxable gains or deductible losses. You agree to provide us from time to time such tax documentation as we are required to obtain by the tax authority of each jurisdiction where such documentation is required, and you agree to provide complete and accurate information in and related to such documentation including as required by any changes in your status or applicable law. We are not providing you any advice, opinion or instructions on tax matters and you should seek appropriate tax advice.

Application of Account Rules

The Account Rules (as defined in the Master Agreement) do not apply to the MC Account.

Customer Identification Program. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person or business entity that opens an account. When you open an account with us, you must provide us with your business entity name, principal and local (if different) address, date of establishment, employer identification number and other information. We may also seek additional information or documents. You agree that we may seek information about you from third parties to confirm your identity and for other account related purposes. We are required to follow these procedures even if you are already a customer of ours.

PAYMODE-X CHANNEL SERVICE

Service

Description. Bottomline Technologies, Inc. ("BL") has developed and operates Paymode-X™, an electronic payments and settlement network that enables payers to make electronic payments to vendors and suppliers ("Vendors") enrolled in the network. We have entered into a Channel Agreement with BL pursuant to which we are authorized to offer you access to Paymode-X as a payer to make payments to your Vendors who are enrolled in Paymode-X. In addition to facilitating your access to Paymode-X, we will accept from you instructions for payments to be made through Paymode-X, transmit those instructions on your behalf through Paymode-X and execute payment files generated by Paymode-X as part of our ACH Services to you (the "Service"). We will also provide a settlement account for the settlement of your entries through Paymode-X. Paymode-X is a registered trade/service mark of BL.

Implementing Paymode-X. We will work with you and BL to enroll you in Paymode-X and develop the format and transmission protocol for files you desire to be executed through Paymode-X. In addition, we will assist you in providing data to BL for vendor identification and enrollment. You will also establish or designate an account with us for debits and credits related to payments made through Paymode-X (a "Designated Account").

ACH Origination. The use of Paymode-X and our Service will result in the creation and execution of Automated Clearing House ("ACH") credit entries for the debiting of a Settlement Account (described below) and the crediting of the account of your Vendor. The origination, transmission and receipt of ACH entries are subject to the ACH Service Terms and Conditions ("ACH Terms") as supplemented by these Terms and Conditions. You acknowledge that you and we are subject to and bound by the ACH Terms and all ACH Transactions through Paymode-X. You are the "Originator" as that term is used in the Operating Rules, of all ACH Entries generated through Paymode-X. We will process such Entries as your Originating Depository Financial Institution.

Paymode-X Process

Paymode-X Operating Rules. BL will enroll you in the Paymode-X network pursuant to terms and agreements between you and BL including the Paymode-X Operating Rules and Privacy Policy (collectively, the "Paymode Service Agreement"). You will be required to become a member of Paymode-X and shall be subject to the Paymode-X Operating Rules which will be provided to you by BL as part of the enrollment process for Paymode-X. As part of your participation in the Paymode-X, you will be required to provide information about your Vendors to enable the processing of payments to them. The services and benefits provided to you by BL pursuant to the Paymode Service Agreement are collectively referred to as the "Paymode Services."

Instructions. In the set up process for our Service, we will establish with you the Access Channel (Secure File Transmission) for the submission to us, and the required form, format and content, of Instructions (as defined in the Master Agreement) that will serve as a "Payment Authorization" (as contemplated by the Paymode-X Operating Rules) for your ACH payment transactions through Paymode-X. Your Instructions to us are subject to the ACH Terms. You authorize us to, and we agree to, accept your Instructions through the selected Access Channel and submit those Instructions on your behalf through Paymode-X as the Payment Authorization under the Paymode Service Agreement. As part of the Channel Agreement, BL has agreed to accept your Instructions from us as your Payment Authorization. Notice of confirmation or rejection of the Payment Authorization will be generated by Paymode-X and transmitted to you. You are solely responsible for the accuracy of the information you provide us in the Instruction and we are responsible for processing those Instructions based on the content you provide. We do not monitor or review your Instructions for content, accuracy or completeness.

Security Procedures. The transmission of Instructions to us is subject to the Security Procedures applicable under the ACH Terms. The use of the Security Procedure will have the effects specified in the Master Agreement and Applicable Law. We will transmit the Payment Authorization to BL through Secure FTP (SFTP) in satisfaction of your obligation to use Security Procedures under the Paymode-X Operating Rules. BL has liability for unauthorized Payment Authorization (and related Payment Files described below) as provided in the Payment-X Operating Rules.

Payment Files. Based on the corresponding Instructions and in accordance with the Paymode-X Operating Rules, Paymode-X will create an ACH credit entry in the format required by the NACHA Operating Rules including receiver information created and stored by Paymode-X (the "Payment File"). The Paymode-X platform is responsible for creating the Payment File including providing the correct beneficiary and receiving bank information for your Instructions, and you authorize us to execute all Payment Files received from BL as your authorized Instruction and Payment Order. When received from BL and subject to funding, we will execute the Payment File as your ODFI in accordance with the ACH Terms, the Paymode-X Operating Rules and NACHA Operating Rules. You acknowledge that payments are processed as provided in the Paymode-X Operating Rules. Payment processing timeframes and deadlines are set forth in the Paymode-X Operating Rules and related documentation. You agree to these deadlines and timeframes in lieu of the corresponding processing timeframes or deadlines we may have with you under the ACH Terms.

Funding and the Settlement Account.

Establishment. As part of the Channel Agreement, we have agreed with BL to establish a settlement account ("PM Settlement Account") in our records to effect the funding and processing for settlement of the payments you authorize in your Instructions and that are executed pursuant to the Payment Files. You are also required to establish or identify a funding account ("Funding Account") to fund the PM Settlement Account. Paymode-X or we may require that you provide good cleared funds in the PM Settlement Account before a payment can be executed. If we or Paymode so require good cleared funds and good cleared funds are not available in the PM Settlement Account, your transaction will not be executed. In any event, if the PM Settlement Account is not properly funded as required, you authorize us to obtain payment for the settlement, including from the Designated Account, as provided in the ACH Terms. You further understand that once the funding of the PM Settlement Account has occurred, the corresponding funds are no longer your funds and are held for settlement of the transaction in the corresponding Payment File. Settlement to the receiver's account from the PM Settlement Account will occur in accordance with the timing set forth in the Paymode-X Operating Rules. The PM Settlement Account will also be used to settle adjustments and returns. Your Vendor pays a fee to BL for each payment received through Paymode-X.

Authorization. You authorize us to provide and make available to BL information with respect to your ACH activity through our Services relating to funding, adjustments and returns through Paymode-X. Adjustments and returns are the responsibility of BL through Paymode-X and will settle through the Settlement Account for credit or debit to the Designated Account by BL.

Reports. Your transaction activity with respect to our Services will be reported to you through Paymode-X.

Limitations:

Responsibility and Authorization. You are responsible for all information submitted through our Service and for all transactions initiated through Paymode-X, and for the proper use of Paymode-X. You are and remain at all times solely responsible for any and all obligations you have to your Vendor.

Transaction Limits. We may at any time determine to restrict the volume, dollar amount or type of transactions we are willing to accept and process through Paymode-X. You agree not to originate or provide Instructions for cross-border ACH transactions (IAT) or other Entries that meet the definition of an IAT Entry other than for final payment to a receiver account at a bank in Canada and Mexico.

Compliance with Laws: Bona Fide Transactions. You agree to (a) comply with all Applicable Laws in connection with your use of our Service and Paymode-X and (b) use our Service and Paymode-X solely to effect payment to your Vendors, and related matters arising from legitimate, bona fide business transactions with your Vendors.

HIPAA. You represent and warrant that the Services to be provided by us under these Terms and Conditions do not subject you, us or BL to the Health Insurance Portability and Accountability Act ("HIPAA")

transaction standards or the HIPAA privacy and security requirements, 45 CFR Parts 160, 162, and 164. You represent and warrant that you have not provided to us, and agree not to provide us, with any access to "protected health information" as that term is defined in 45 CFR 160.103 and shall not otherwise cause us to be a "business associate" as that term is defined in 45 CFR 160.103.

Fees and Rebate

You agree to pay us an implementation fee and monthly service fee as separately agreed in writing. If you maintain the Funding Account with us, you may incur fees in connection funding of that account or the PM Settlement Account. You acknowledge that BL receives fees from your Vendors for each payment made to them ("*Network Fees*") by you through Paymode-X and has agreed to pay us a revenue share based on the Network Fees ("*Revenue Share*"). We agree to pay you or cause BL to pay you, a rebate of the Revenue Share paid to us as separately agreed in writing.

Term and Termination

The Service will automatically terminate if the Channel Agreement or the Paymode Service Agreement is no longer in effect. This Service and these Terms and Conditions may also be terminated as provided in the Master Agreement.

Nature of BL Relationship

You acknowledge that we and BL are independent and separate entities and are not operating as a partnership, agency, joint venture or other combined enterprise. Paymode-X is provided to you directly and exclusively by BL. Paymode is not our Processor (as defined in the Master Agreement). Paymode-X is provided by BL and is not part of the Service we provide. You agree to look solely to BL for any claims, problems or disputes under the Paymode-X Service Agreement or with respect to Paymode-X except for any action we take on your behalf in transmitting or processing your Instructions. We are not responsible for any obligation or liability of BL to you under the Paymode Service Agreement. We rely on the continued effect of the Paymode Service Agreement in providing our Service to you including the compliance by you with the terms of the Paymode-X Service Agreement. Any material change in the Paymode-X Service Agreement and any such change may necessitate a change to these Terms and Conditions. We make no representation or warranty, and undertake no obligation with respect to Paymode-X or any underlying transaction that you choose to execute through Paymode-X other than as expressly set forth in these Terms and Conditions. BL is not authorized to make any representation or warranty, or undertake any obligation with respect to us or any of our Services.

POSITIVE PAY

Service

Description. Our Positive Pay Services consists of:

- Bank Maintained Positive Pay, which includes Teller Line Positive Pay and an optional enhancement called Payee Line Positive Pay, and
- Customer Maintained Positive Pay.

Positive Pay enables you to automate the reconciliation of checks drawn on your Designated Accounts to better monitor and detect unusual or unauthorized disbursement activity. You may only receive the Positive Pay Services through *Fifth Third Direct*. In order for the Service to apply to checks presented over the counter to us, you must have Bank Maintained Positive Pay with the Teller Line feature.

Set Up. The Service will not be available to you until we complete the set up and implementation process with you. In the set up process, we will establish communication links and provide you with our file specifications and other information about your use of the Service.

Account Reconciliation. If you desire to have our Account Reconciliation Service included in the Bank Maintained Positive Pay Services, you must request and complete the set up and implementation process for that Service.

Perfect Posting Positive Pay (P4). P4 is an optional feature which can be combined with Bank Maintained Positive Pay and Controlled Disbursement Accounts. With P4 we perform additional work on the check information reported to you to increase the reliability of the reported information with the objective of reducing the incidence of exceptions reported to you.

Positive Pay Decisions

You are responsible for determining whether to pay or return any and all reported Unmatched Checks (as defined below) or any other checks that may be suspect. Each Banking Day, we will take action in accordance with your instructions, including default instructions which authorize us to accept or reject each specified check.

You are solely responsible for your decisions, action and inaction with respect to this Service and checks presented on your accounts. We have no liability to you for acting on your decisions or for not acting upon, or for carrying out your default decision if you fail to act on a particular check.

We retain our right to dishonor any check that (a) we believe is not properly payable, (b) is in excess of the amount of Available Funds in the applicable account, or (c) we are required by law or legal process not to pay.

Bank Maintained Positive Pay, Teller Line Positive Pay and Optional Payee Line Positive Pay

Check Information

You agree to transmit to us on a Banking Day an electronic file that contains the serial number, date and amount of each check drawn on each Designated Account and dated the prior Business Day (the "Check Register Information"). If you elect to use Payee Line Positive Pay, you must also transmit to us the payee name exactly as it appears on each check. The Check Register Information must be transmitted to us in the manner, format and medium, and at the times agreed upon in the set up process or otherwise in writing.

Operating Procedures

Check Register Comparison. We will maintain a file containing all of the current Check Register Information that you transmit to us (the "Issue File"). On each Banking Day, we will compare all of the Check Register Information that is in the Issue File at the Cutoff Time on the prior Business Day with the serial numbers and amounts that are MICR-encoded on all unpaid Checks presented on the Designated Account (other than checks presented to one of our tellers) before the Cutoff Time on the prior Business Day (a "Presented Check").

Unmatched Checks. If a Presented Check has a MICR-encoded serial number, date, amount, or payee (if elected) that is not the same as the serial number, date, amount, or payee of any check described in the Check Register Information, or is not described in the Issue File (each, an "Unmatched Check"), and such Unmatched Check has been presented for deposit, we will send you, in the format and medium and by the time agreed upon by you and us, a description of such Unmatched Check before the Cutoff Time on the Business Day following our receipt of such Unmatched Check. If, however, such Unmatched Check has been presented to one of our tellers, we will take such action as we deem necessary and appropriate to prevent fraud from occurring unless you have opted out of Teller Line Positive Pay.

Matching Checks. If a Presented Check is not an Unmatched Check, we will make final payment of the check and charge it to the Designated Account.

Positive Pay Decisions. All Presented Checks that are not Unmatched Checks shall be deemed properly payable; and we will finally pay and charge the Designated Account for such Presented Checks. For Unmatched Checks, you must timely communicate your pay or return decision to us.

- If you timely tell us to pay an Unmatched Check or you fail to timely communicate your decision and your default decision is to accept the Unmatched Check, that Unmatched Check is properly payable for all purposes and we will finally pay and charge the Designated Account for the check.
- If you instruct us not to pay an Unmatched Check or your default decision is to reject or return the Unmatched Check, we will not pay the Unmatched Check and will return it to the depositing or presenting bank, and you agree that we shall not be liable for, and you waive, any claim for wrongful dishonor of the check.

Payee Line

Pay Mismatches. If you elect the Payee Line Feature, we will lift for comparison with your Issue File, the payee line from those checks. Payee lines that do not match your Issue File ("Payee Mismatches") will be reviewed and presented to you as Payee Mismatch exceptions for which you shall make a pay or no pay decision. We will not, however, be responsible for detecting any error contained in any Issue File or any other communication provided to us.

Suspension or Termination of Service. We reserve the right to suspend or terminate the Payee Line feature if, in our sole discretion, we experience an unusually high volume of Payee Mismatches. We will provide reasonable notice to you by telephone or electronic mail of such suspension or termination, but shall have no liability for failing to give such notice or our decision to suspend or terminate the Payee Line Feature.

Teller Line Positive Pay

With Teller Line Positive Pay, the account number and the amount of any checks presented to one of our teller windows shall be verified against the Issue File. If you make an election NOT to receive the benefits of Teller Line Positive Pay, any checks presented to one of our teller windows shall be processed in accordance with our standard practices and shall not be deemed to be a Presented Check on the Designated Account and this Service shall not apply to that check.

Customer Maintained Positive Pay

Our Obligations

From time to time on a Business Day, we post through this Service the serial number, presentment date, and amount (the "Paid Check Information") of each Presented Check.

Your Obligations

You agree to maintain data reflecting each check that you issue on the Designated Accounts (the "Check Register"). On each Banking Day, you will use the Service and your records to compare all of the Paid Check Information delivered by us to your Check Register by no later than the Cutoff Time. If you fail to provide us with instructions for a single check or all checks in Customer Maintained Positive Pay, you authorize us to **accept** all Presented Checks.

Over the Counter Checks

You acknowledge that since you maintain the Check Register, we are unable compare your checks to the Check Register or similar information when presented over the counter. If a check we cash is returned to us for any reason, we will debit your account for the amount of the check.

RE-PRESENTED CHECK ENTRIES

Service

Our RCK Service allows for the conversion of returned paper checks into ACH Entries for re-presentation for collection. RCK Entries are initiated through the ACH network and are subject to the Operating Rules.

Compliance with the Operating Rules and Laws

You agree to comply with the Operating Rules for the origination of RCK Entries. You act as Originator and we act as the ODFI with respect to the Entries. You agree to deliver Entries to us as provided in the User Guide and the Operating Rules. The Operating Rules govern in the case of any conflict with these Terms and Conditions, except that the file specification requirements in the User Guide govern if they conflict with the Operating Rules.

Eligible Items

To be eligible for collection through the RCK Service, a check must have been previously presented: (a) no more than two times in its physical form, if the Entry is an initial RCK Entry; or (b) no more than one time in its physical form and no more than one time as an RCK Entry. The entire listing of qualifications for eligible checks for RCK is outlined in the Operating Rules. You agree to comply with, and be bound by the Operating Rules. In addition, qualifying checks may be subject to UCC Article 4A.

Warranties

Each time you use the RCK Service, you: (a) represent and warrant to us that you have provided the Receiver with notice that clearly and conspicuously states the terms of the RCK Entry policy in advance of receiving the check to which the RCK Entry relates; and (b) make the same warranties to us as we make under the Operating Rules.

Obligations of Originators

You must retain (a) the original check to which the RCK Entry relates for 90 days from the Settlement Date of the RCK Entry, and (b) a copy of the check to which the RCK Entry relates for seven years from the Settlement Date of the RCK Entry to which the copy of the check relates. Upon our request, the Originator must provide the original check or a copy of the front and back of the check to the ODFI for its use or for the use of a RDFI requesting the information. If it has been finally paid, the original check or a copy of the check must indicate the fact on its face. These provisions are outlined in detail in the Operating Rules.

SWEEP

Service

Our Sweep Services allow you to systematically transfer Excess Funds out of your Designated Accounts and enter into transactions in which we agree to transfer:

- Excess Funds which exceed a mutually agreed maximum balance to a master money deposit market Account ("*Money Market Deposit Sweep*");
- Excess Funds to a master Negotiable Order for Withdrawal ("*NOW*") Account;
- Excess Funds to a master federal funds Account, subject to a certain minimum investment balance requirement ("*Federal Funds Sweep*");
- Excess Funds to a master Eurodollar Account, subject to a certain minimum investment balance requirement ("*Eurodollar Sweep*");
- Excess Funds for credit to your line of credit ("*Commercial Credit Sweep*"); or
- if you have a floor planning agreement with us, Excess Funds to a Contra Account that earns the same rate of interest that you pay under your Credit Agreement ("*Dealer Floorplan Sweep*").

We also offer a Consolidated Sweep, an optional feature of the Service that enables you to combine the total amount of account balances eligible for sweep to obtain the benefits of a higher sweep amount.

Notice

The FDIC requires that we give our depositors notice of the status of their deposits and transactions in the event of a bank failure. In all cases, funds not swept to a sweep product prior to the applicable cut-off time will be treated as a Deposit with us and insured under the applicable FDIC insurance rules and limits. The status of funds swept to one of the sweep products before the applicable Cut-off Time are described below.

Definitions

Collected Funds means those funds that are made available in accordance with our Funds Availability Policy plus any holds on an Account.

Contra Account means the Credit Facility Account that we hold on your behalf which holds at least 50% of the then-outstanding balance under your Credit Agreement and into which we will transfer your Excess Funds in increments that you designate from your Designated Account, provided, however, that minimum increments may be established by the Bank from time to time. The interest rate you pay on the funds held in the Contra Account is the same as the interest rate you pay under your Credit Agreement.

Credit Agreement means any loan agreement, promissory note, guaranty or other agreement, instrument or document that evidences, secures or guarantees the Credit Facility Account.

Credit Facility Account means any line of credit or other loan arrangement between the parties for business or commercial purposes that is designated as the "credit facility account" in the set up process.

Deficiency Amount means the amount by which the Target Balance exceeds the amount of Collected Funds at the close of business on any Business Day.

Excess Funds means the amount of Collected Funds as of the close of business on any Business Day that exceeds the Target Balance.

Target Balance means the amount of funds that you desire to maintain in a Designated Account in connection with a specific Service.

Target Balances

You agree that the Target Balance shall be subject to our approval. You may request a change to the Target Balance by notice to us. We may, in our sole discretion, accept or decline your request and may accept oral notice of any such request from you. No change shall be effective until we have agreed to it and have had a reasonable opportunity to implement the change. We are not responsible if, in the absence of our negligence, your sweep option is not available or your transaction is not complete due to, for example market disruptions, technical difficulties or fund restrictions.

Money Market Deposit Sweep

Description. As of the close of each Business Day, we shall withdraw all Excess Funds in your Designated Account in excess of the Target Balance in specific increments established by us and shall deposit the funds into your master money market deposit Account. Our Money Market Deposit Sweep Service also allows you to appoint us as your agent and direct us to take other actions with respect to Money Market Sweep Service.

Notice.

External (outside Fifth Third Bank): Funds swept to an external money market fund ("MMMF") are not considered a Deposit, and you will have an ownership interest in the MMMF to the extent of the amount of funds swept from your Deposit into the MMMF.

Internal (within Fifth Third Bank): Funds swept to an internal deposit account maintained by the MMMF will be insured under the applicable FDIC insurance rules and limits.

Return of Balances. When the Designated Account's balance falls below the Target Balance, we will automatically return certain Excess Funds to the Designated Account to reach the target requirement. If the master money market deposit Account is drawn upon more than five (5) times during a statement cycle, the entire master money market Account balance will be returned to the Designated Account and the Money Market Deposit Sweep Service will be suspended until the beginning of the following cycle.

NOW Sweep

Description. Our NOW Sweep allows you to direct us to: (a) withdraw Excess Funds in specific increments established by us, as of the close of each Business Day from your Designated Account that is a demand deposit Account and deposit them into a master NOW Account; and (b) take other actions related to your NOW Sweep Service. Deposits held in the Master NOW Account are considered Deposits and are insured by the Federal Deposit Insurance Corporation to the extent permitted by Applicable Law.

Return of Balances. When the Designated Account's balance falls below the Target Balance, we will automatically return certain Excess Funds to the Designated Account to reach the target requirement.

Federal Funds Sweep

Description. Our Federal Funds Sweep Service allows you to direct us to: (a) withdraw Excess Funds, as of the close of each Business Day, in specific increments established by us, from your Designated Account that is a demand deposit Account and deposit them into a master federal funds Account; and (b) take other actions related to your Federal Funds Sweep Service. We invest the funds held in master federal funds accounts in federal funds transactions on behalf of our customers (a "Federal Funds Transaction"). **A FEDERAL FUNDS TRANSACTION IS NOT A DEPOSIT AND IS NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION.**

Return of Balances. When the Designated Account's balance falls below the Target Balance, we will automatically return certain Excess Funds to the Designated Account to reach the target requirement.

Security Interest. In the event that any Federal Funds Transactions are deemed to be loans, we shall be deemed to have pledged to you as security for the performance by us of our obligations under each such transaction, and shall be deemed to have granted to you a security interest in that portion of the purchased federal funds and income thereon attributable to you;

Notice. Funds remaining in the domestic deposit account (below the Target Balance) will be treated as a Deposit for FDIC insurance purposes. Funds that have been swept into the Fed Funds Account will be treated as unsecured general creditor claims against the receivership in the event of the liquidation of Fifth Third Bank.

Eurodollar Sweep

Description. Our Eurodollar Sweep allows you to direct us to transfer Excess Funds, as of the close of each Business Day, in specific increments established by us, from your Designated Account that is a demand deposit Account into a Eurodollar (US dollar denominated) account maintained offshore at our Cayman Islands Branch. You authorize us to take all necessary action to effect the transfer and make investment. Your investment may be registered in our name or a nominee name. **FUNDS HELD IN THE EURODOLLAR ACCOUNT ARE NOT DEPOSITS INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC) OR GUARANTEED BY ANY GOVERNMENT AGENCY OR FIFTH THIRD BANK**

Return of Balances. Your earnings in the Eurodollar account are credited to your Designated Account on the last Business Day of each month. If Designated Account's balance falls below the Target Balance, we will automatically return Excess Funds from the Eurodollar account to the Designated Account to reach the Target Balance requirement.

Notice. Funds remaining in your Designated Account and not swept to the Eurodollar account will be treated as a Deposit for FDIC insurance purposes. Funds that have been swept into the Eurodollar account are not a Deposit insured or guaranteed by the FDIC and your claim with respect to those funds would be treated as an unsecured general creditor claim against the receivership in the event of a liquidation of Fifth Third Bank. Funds held in the Eurodollar account may lose value and are subject to investment and cross border risks including the possibility of the imposition of exchange controls or other restrictions, and risks arising from any action taken by or against the Government of the Cayman Islands.

Commercial Credit Sweep

Description. If you have a line of credit with us, our Commercial Credit Sweep Service allows you to direct us to: (a) withdraw Excess Funds, as of the close of each Business Day, in specific increments established by us, from the Designated Account and apply such funds as a payment on the Credit Facility Account; and (b) take other actions with respect to your Commercial Credit Sweep Service.

Repayment Transactions. As of the close of business on each Business Day, we shall determine the Excess Funds in your Designated Account, if any, and we will debit the Designated Account in which there are Excess Funds and credit the Credit Facility Account in an amount equal to the lesser of (a) the amount by which the Available Funds exceed the Target Balance or (b) the then outstanding balance of the Credit Facility Account ("**Repayment Transaction**"). However, we shall not be required to initiate any Repayment Transaction in an amount less than a minimum sum mutually agreeable by the parties.

Loan Transaction. As of the close of business on each Business Day, we will determine the Deficiency Amount, if any. If we determine that there is a Deficiency Amount, we will debit the Credit Facility Account in an amount equal to the lesser of (a) the Deficiency Amount or (b) the amount which is available to be borrowed under the Credit Agreement (the lesser of such amounts being referred to as the "**Available Credit**"), plus the amount of any fees and charges payable under the Credit Agreement, and credit the Designated Account in an amount equal to the Available Credit ("**Loan Transaction**"). However, we will not be required to initiate any Loan Transaction in an amount less than a minimum sum mutually agreed to by the parties, and we will not be required to initiate any Loan Transactions if any default exists under any Credit Agreement or the

Master Agreement, or we are otherwise excused or prohibited under any Credit Agreement or Applicable Law from making an advance to you. Should the Credit Agreement mature, only loan payments will be made until the outstanding balance has been paid in full, and we will not be required to initiate any Loan Transaction. The Commercial Credit Sweep Service shall immediately and automatically terminate without notice, if (i) the Credit Agreement has been terminated; (ii) you have closed the Credit Facility Account; or (iii) we have demanded payment under the Credit Agreement.

Notice. Funds that have been swept out of the deposit account will be used to reduce the Loan balance; funds remaining in the deposit account are Deposits and insured under the applicable FDIC insurance rules and limits.

Dealer Floor Plan Sweep

If we have a floor planning agreement with you, our Floor Plan Sweep Service allows you to appoint us as your agent and direct us to: (a) withdraw certain Excess Funds, as of the close of each Business Day, in specific increments established by us, from your Designated Account that is a demand deposit Account and deposit them into your Contra Account; and (b) take other actions with respect to your Floor Plan Sweep Service.

Consolidated Sweep

The Consolidated Sweep feature allows you to aggregate Excess Funds from multiple accounts in order to obtain any higher rate offered for the amount of the aggregated Excess Funds as compared to an account by account basis. Excess Funds and balances are not commingled or physically combined. This feature is available with any investment sweep.

TAX LINK 53

Service

Description. Our Tax Link 53 Service allows you to give us an instruction, using a touch-tone telephone or through *Fifth Third Direct*, to pay any of your taxes that are reported or filed using the tax forms listed in the applicable User Guide ("Tax Payment Instructions"). Based on your Tax Payment Instructions, we will prepare and remit your tax payments.

Cutoff Times. You must comply with our cutoff times for initiation of Tax Payment Instructions. If you send Tax Payment Instructions to us after the Cutoff Time, or on a non-Banking Day, we may treat these Tax Payment Instructions as if we received them on the next Banking Day.

Communication Expense and Risk. Transmission of Tax Payment Instructions to us will be at your expense, except that we may provide a toll-free number telephone service. If that service is disrupted for any reason, you have the responsibility and risk of using alternative means of communicating Tax Payment Instructions to us accurately and in time for us to perform any Tax Payment Service.

Process and Procedures

Tax Forms and Remittances. After we have received complete Tax Payment Instructions from you, we will prepare the related tax forms (by electronic transmission as authorized by the Internal Revenue Service or other tax authority, as applicable) for submission to the appropriate tax authority.

Funding. If you do not specify a "Settlement Date" for payment to the taxing authority's account, we will debit your Designated Account for any tax payment on the Business Day of transmission. If you specify a Settlement Date, we generally debit your Designated Account on the Settlement Date unless we require you to pre-fund your tax payments. Pre-funding means that you are required to pay for all tax payments by such time before the Settlement Date as we may specify. At our discretion, we may at any time without notice debit the Designated Account on the Business Day that Tax Payment Instructions are transmitted to us (or on any other later date). If we debit the funds on the transmission date (or any other date before the payment date), we hold funds as your deposit liability, and not as trust funds, until the date when we remit the funds to the appropriate tax authority. We will not pay you interest for any lost use of funds.

Early Payment. We reserve the right to debit the Designated Account and to make a tax payment on your behalf earlier than the tax due date if the information in your Tax Payment Instructions is unclear or inadequate to permit us to determine the later due date or if we otherwise reasonably decide that any delay in the payment of the tax may expose you to a liability for a tax penalty. In such cases, we will not be liable to you for any lost use of funds.

Rejection of Instructions

We may reject your Tax Payment Instructions during or immediately after transmission to us if they do not comply with the requirements of this Service or if we have been unable to verify them through use of the applicable Security Procedure. You will be informed of any such rejection only as specified in the User Guide, and no other notice of rejection will be provided.

In addition, we may decline to execute your Instructions or to report any tax, file any tax form, or pay any related tax for you, even if we have received Tax Payment Instructions to do so, if the tax payment and our related fee exceed the Available Funds in your Designated Account or your ACH processing limit. If we reject Tax Payment Instructions for that reason, we will promptly notify you by telephone or facsimile. We will not be liable to you for the tax payment, any interest on the amount of your tax liability, or for any tax penalty imposed on you in connection with the tax liability. You agree that these means of communication are a reasonable means of notification.

Cancellation

You may cancel Tax Payment Instructions prior to disconnection of the telephone call in the case of an instruction initiated by touchtone telephone or prior to transmission to us of an instruction initiated through the computer. Thereafter, Tax Payment Instructions may be canceled only if:

- The tax payment has not been remitted, credited or otherwise made available to a tax authority;
- A request to cancel provides sufficient information for us to effect the request; and
- The request is received by us by telephone or in writing (including facsimile) in time (but in no event later than the applicable deadline) to afford us a reasonable opportunity to effect the request.

Overpayments

If we make an overpayment of your tax liability due to our error, we will credit your Designated Account for the amount of the overpayment, and you agree to take such actions as we reasonably request to obtain a refund of the overpayment and to arrange for payment of such refund to us. In any event, you agree to repay us for any overpayment upon the earlier of: (a) your recovery of such overpayment, or (b) the application of the related tax credit to another of your tax payment obligations.

Records and Notice of Errors

We will provide you with statements and confirmations containing information about your tax payments as described in the set up process.

Nothing in these Terms and Conditions or the Master Agreement relieves you of, or imposes on us, any duty imposed by law or contract regarding the maintaining of records or from employing adequate audit, account and review practices customarily followed by similar businesses. You will promptly review for accuracy all records, information and statements we deliver or make available to you from time to time.

You must send us written notice, with a statement of relevant facts, within 15 calendar days after you receive the first notice or statement indicating a discrepancy between our records and yours. If you fail to give the required notice, we will not be liable for any loss of interest or for any compensation for any other loss or cost relating to an unauthorized or erroneous debit to your account or because of any other discrepancy in the notice of your Designated Account statement. You must notify us promptly by telephone, confirmed in writing, if you learn or discover from any source other than a notice or statement from us information concerning an unauthorized or erroneous debit to the Designated Account.

Supplemental Limitation of Liabilities

If our Service is interrupted or unavailable for any reason and you are unable to complete transmission of your Tax Payment Instructions to us, you will not be relieved of your obligation to make any tax payment otherwise contemplated to be made by such Service. We will not incur any liability if you fail to make any required tax payment by other means in the event of such interruption or unavailability.

Notwithstanding the "Limitation of Liabilities" section of the Master Agreement with respect to tax penalties, our liability under the Tax Payment Service is limited to the amount of penalty actually imposed on you in good faith by the Internal Revenue Service or by the appropriate tax authority for our failure, solely by reason of our negligence, to report any tax or file any tax form or to make any tax payment on time that you have properly and timely submitted to us.

VIEWPOST CHANNEL SERVICE

Service

Description. Viewpost North America, LLC ("VP" or "Viewpost") operates a business-to-business electronic invoicing and payment network and platform (the "Viewpost Platform") that enables businesses to make electronic payments to their vendors and suppliers ("Vendors") who are enrolled in the network (collectively, the "Viewpost Services"). We have entered into a Channel Agreement with VP ("Channel Agreement") pursuant to which we are authorized to offer you access to the Viewpost Services to enable you to become a registered user of the Viewpost Services. The Viewpost Services are provided by VP and are not Services provided by us. The "Services" we will provide to you as contemplated by the Master Agreement consist of assisting you in implementing the Viewpost Services and, where authorized by you and VP, accepting from you instructions for payments to be made through the Viewpost Services and invoices and transmitting those instructions and invoices on your behalf to VP. Whether transmitted through us or through VP, we will execute payment files generated by the Viewpost Services as part of one of our payment Services to you. "Viewpost" is a registered trade/service mark of VP.

Implementing the Viewpost Services. We will assist you as mutually agreed to enroll you in the Viewpost Services. In addition, we will assist you in providing data to VP for vendor identification and enrollment. As part of our Services, you will establish or designate an account with us for debits and credits related to payments made through the Viewpost Services (the "Designated Account" for this Service).

Payment Transactions. The use of the Viewpost Services and our Services will result in the creation and transmission to us by Viewpost on your behalf of instructions for the following types of payments ("Payment Transactions"):

- execution of Automated Clearing House ("ACH") credit entries for the debiting the Designated Account and the crediting of the account of your Vendor;
- creation of a paper check payable to your Vendor; or
- creation of a paper check payable to your Vendor and an electronic image of that check.

The instructions, in any format received from VP, are your Instructions as defined in the Master Agreement and are considered for all purposes of the Terms and Conditions and the Master Agreement to have been duly authorized by you.

Payment Service Terms. The payments we create are subject to the Terms and Conditions of the applicable Service ("Payment Service Terms") governing the form of payment as follows:

- The origination, transmission and receipt of ACH entries are subject to the ACH Service Terms and Conditions ("ACH Terms"); and,
- The creation and sending of a paper check (or electronic image of that check) drawn on your account with us are subject to the Check Issuance Terms and Conditions.

In the case of certain Vendors with accounts at a financial institution that is unable to accept an image of the Check through the Viewpost Services, your Check may be used to fund an ACH entry to effect the payment. You are the "Originator" as that term is used in the Operating Rules of all ACH Entries generated through the Viewpost Services. We will process such Entries as your Originating Depository Financial Institution. You acknowledge that Viewpost is your Third Party Service Provider for all purposes and you authorize and direct us to accept and execute all Entries and Instructions we receive from Viewpost. Instructions to make payment whether sent directly to us by you or received from VP on your behalf are "Instructions" as that term is defined in the Master Agreement.

Direct Use Only. Unless we agree otherwise in a written instrument executed by one of our authorized officers, you are authorized to use the Service exclusively for your direct benefit and not for the benefit of any other person or entity including your subsidiaries and affiliates except that Affiliates who have executed the Master Agreement. You are not authorized to use this Service as a third party sender or third party service provider.

The Viewpost Services

The Viewpost Services Agreement. VP will enroll you in the Viewpost Services pursuant to terms and conditions, agreements and documents established between you and VP in your discretion (collectively, the "Viewpost Services Agreement").

Transmission through Fifth Third. In the set up process for our Services, we will establish with you the Access Channel (including *Fifth Third Direct* or via batch file through our Integrated Payables Service) for the submission to us, and the required form, format and content, of Instructions for your Payment Transactions and invoices through the Viewpost Services. Instructions to us are subject to the applicable Payment Service Terms. You authorize us, and we agree, to accept your Instructions through the selected Access Channel and submit those Instructions on your behalf to VP. As part of the Channel Agreement, VP has agreed to accept your Instructions from us on your behalf. You are solely responsible for the accuracy of the information you provide us in each Instruction and we are responsible for processing those Instructions based on the content you provide. We do not monitor or review your Instructions for content, errors, accuracy or completeness.

Security Procedures. The transmission of Instructions to us by you directly or by VP on your behalf is subject to the Security Procedures applicable under the Payment Service Terms. The use of the Security Procedure will have the effects specified in the Master Agreement and Applicable Law.

Payment Files. The Viewpost Services will create an electronic file for the corresponding Payment Transaction based on each instruction (the "Payment File"). Viewpost is responsible for processing and creating the Payment File including providing the correct beneficiary, payee and receiving bank information for your Instructions; you authorize us to execute all Payment Files received from VP as your authorized Instruction. When received from VP and subject to funding, we will execute a Payment File and related Payment in accordance with the applicable Payment Service Term. Payment processing timeframes and deadlines are set forth in the Viewpost Services Agreement and related documentation. You agree to these timeframes and deadlines in lieu of the corresponding processing timeframes or deadlines we may have with you under the ACH Terms.

Reports. Your transaction activity with respect to our Services will be reported to you on your regular account statement and through the information reporting option you choose to implement with us.

Limitations

Responsibility and Authorization. You are responsible for the content of all information submitted through our Services and for all transactions initiated through the Viewpost Services, and for the proper use of the Viewpost Services. You are and remain at all times solely responsible for any and all obligations you have to your Vendor.

Transaction Limits. We may at any time determine to restrict the volume, dollar amount or type of transactions we are willing to accept and process through the Viewpost Services.

Compliance with Laws: Bona Fide Transactions. You agree to (a) comply with all Applicable Laws in connection with your use of our Service and the Viewpost Services and (b) use our Services and the Viewpost Services solely to effect payment to your Vendors, and related matters arising from legitimate, bona fide business transactions with your Vendors.

HIPAA. You represent and warrant that the Services to be provided by us under these Terms and Conditions do not subject you, us or VP to the Health Insurance Portability and Accountability Act ("HIPAA") transaction standards or the HIPAA privacy and security requirements, 45 CFR Parts 160, 162, and 164. You represent and warrant that you have not provided to us, and agree not to provide us, with any access to "protected

health information" as that term is defined in 45 CFR 160.103 and shall not otherwise cause us to be a "business associate" as that term is defined in 45 CFR 160.103.

Fees

VP has agreed to pay us a revenue share based on certain fees generated through your use of the Viewpost Services ("Revenue Share") and fees for processing Instructions and Payment Files we receive from them. You will not be charged fees for the applicable Payment Service we provide to you but you will be responsible for other fees related to your accounts and Services with us such as check-paid and other account and Service fees if and as applicable.

Term and Termination

The Services will automatically terminate if the Channel Agreement or the Viewpost Services Agreement is no longer in effect. This Service may also be terminated as provided in the Master Agreement.

Nature of VP Relationship

You acknowledge that we and VP are independent and separate entities and are not operating as a partnership, agency, joint venture or other combined enterprise. The Viewpost Services are provided to you directly and exclusively by VP; VP is not our Processor (as defined in the Master Agreement). You agree to look solely to VP for any claims, problems or disputes under the Viewpost Services Agreement or with respect to the Viewpost Services except for any action we take on your behalf in transmitting or processing your Instructions. We are not responsible for any obligation or liability of VP to you under the Viewpost Services Agreement. We rely on the continued effect of the Viewpost Services Agreement in providing our Service to you including the compliance by you with the terms of the Viewpost Services Agreement. Any material change in the Viewpost Services Agreement may necessitate a change to these Terms and Conditions. We make no representation or warranty, and undertake no obligation with respect to the Viewpost Services or any underlying transaction that you choose to execute through the Viewpost Services other than as expressly set forth in these Terms and Conditions. VP is not authorized to make any representation or warranty on our behalf or with respect to our Services, or make any commitment, or incur any obligation, with respect to us or any of our Services.

WIRE TRANSFER SERVICE

Service

Description. Our Wire Transfer Service permits you to submit payment orders for wire transfers in U.S. dollars or for conversion to select foreign currencies and to transmit or receive related messages. Transfers may be made pursuant to single or recurring Instructions or batch payments made according to multiple Instructions within a single electronic data file.

Set Up. You are required to complete our set up and implementation process before the Service will be available to you. In the set up process, you must, among other things, (a) appoint a Service Administrator, (b) provide us with data to establish the Service and build templates for your anticipated wire transfer activity and (c) provide a written list, in a form acceptable to us, of the Authorized Agents you designate to use the Service on your behalf, including without limitation, individuals ("Users") with initiation and approval authority (and any limits on their authority) and any financial institution or other third party you designate as your agent to make Drawdown Requests (as described below). You may change your Service Administrator and Users and related information by completing additional documentation we require; the changes will be effective once we receive the properly completed documentation and have had a reasonable opportunity to act on the change.

Direct Use. The Service may only be used for your direct benefit. You agree not to, directly or indirectly, re-sell, allow third party access to or contract out through use of "payable-through" or "concentration" accounts or otherwise any feature or aspect of the Service.

User Guide. The User Guide will contain information and guidance to assist you in your use of the Service and will include the Security Procedures available with this Service.

Definitions

Drawdown Request means a request from another financial institution to initiate a wire transfer on your behalf for or from an account with us or that financial institution.

Payment Order means an Instruction to execute a wire transfer to the designated beneficiary or beneficiary bank from your Account and the related information we require from you to execute the Instruction.

Same Foreign Currency Order means a Payment Order from a MultiCurrency Account initiated by you and payable to the designated beneficiary in the same foreign currency.

Compliance with Applicable Law

Duties Under Applicable Law. You agree to comply with Applicable Law in connection with the Service including all applicable payment System Rules, and any applicable laws and regulations of the receiving country of your transaction. Any terms used and not defined in these Terms and Conditions shall have the meaning given them in Uniform Commercial Code Article 4A. For emphasis, Applicable Law includes, but is not limited to, federal, state, local and foreign statutes, laws, rules, regulations and codes of practice, as may now or in the future be in effect relating to: (a) currency transaction reporting and recordkeeping; and (b) programs administered by the Office of Foreign Assets Control ("OFAC") and the U.S. Department of the Treasury's Financial Crimes Enforcement Network ("FinCen") including screening Payment Orders for OFAC compliance.

Compliance. Each time you send a Payment Order to us, you make to us the following representations and warranties: (i) the Payment Order complies with the requirements of the Master Agreement including these Service Terms; (ii) all transaction details you provide in connection with the initiation of the Payment Order are complete, truthful and accurate; (iii) you are in compliance with all Applicable Laws in connection with the Payment Order; (iv) the Payment Order is for your direct benefit only and not the benefit of any other person or entity; (v) all other representations we are required to make in carrying out the Payment Order; and (vi) for Payment Orders in foreign currency, the Payment Order is made in connection with a commercial transaction and not for investment,

speculation, currency arbitrage or hedging. You agree to reimburse us for any and all fines imposed upon us and other costs we incur as a result of any of these representations or warranties being untrue including any failure to screen your Payment Orders in compliance with Applicable Law before transmission to us.

Instructions

Templates. Wire transfers that are not standing wires may be Repetitive or Non-Repetitive. A Repetitive wire transfer is a wire transfer being sent to the same party on an ongoing basis; you create a wire transfer template on your system for that beneficiary one time and access this template each time you need to wire funds to that beneficiary. Only the amount and date change with each Instruction. A Non-Repetitive Wire Transfer is generally a single use wire for which you provide all of the beneficiary and other information each time you initiate a wire transfer.

Standing Wire. A Standing Wire is an Instruction to make a recurring wire transfer from a single Account in which all of the order information remains the same for each transfer, except for the date of the transfer. This feature of our Service enables you to issue a Payment Order for a fixed payment to be made at recurring intervals as you specify. If the specified date to execute your Payment Order falls on a day that is not a Business Day, it will be executed on the next Business Day. Instructions for a standing wire must be given in a manner and form approved by us. You are responsible for having sufficient Available Funds in the Designated Account from which payment for the Payment Order is to be made to cover the amount of the Payment Order each time it is executed. We will not execute your Payment Order if there are not sufficient Available Funds in the Designated Account to pay for the Payment Order, and may terminate the Instructions going forward. Once established, a Standing Wire will remain in effect until we receive written notice of cancellation from an Authorized Agent and have had a reasonable opportunity to act on that notice.

Security Procedures. Access to this Service is subject to Security Procedures. You acknowledge receipt of the our Commercial Wire Transfer Security Procedures and agree to select the communication method and Security Procedures that are appropriate for you in light of the size, frequency and nature of your wire activity and desired means of communication of Payment Orders. The Security Procedures and our compliance with the Security Procedures have the effects specified in the Master Agreement. You acknowledge that we recommend that each Payment Order be confirmed by at least one User approver who is not the initiating User. We also recommend that you prohibit Users and other representatives from communicating Payment Order to our representative outside our wire funds transfer department. If you allow this method of communicating Payment Orders, you will be deemed to have refused such Security Procedures and to have agreed to be bound by such Payment Order, whether or not authorized, which is issued in your name and accepted by us in good faith.

Transmitting Payment Orders. Payment Orders may be submitted to us via one or more of the communications channels agreed upon in the set up process. Payment Orders and other Instructions are subject to our Cutoff Times and processing schedule. You agree to provide all information we may require or specify in connection with your Payment Order. Any error in the information you provide, including amount, incorrect beneficiary account number or name, beneficiary bank name, or other account, or routing or transit numbers is your sole responsibility and liability. You are solely responsible for the accuracy and completeness of each Instruction and Payment Order sent to us in connection with this Service.

Phone and In Person Authorization. We recommend that you not permit your personnel to send Instructions by calling one of our representatives outside the wire room (without PIN access). You and we may mutually agree in the set up process or at any time to prohibit telephone or in person Instructions, with any such agreement to be confirmed in writing by one of our authorized representatives. If you permit your personnel to submit Instructions in person or by telephone outside the wire room, you will be rejecting the channels for submitting Payment Orders and the more secure Security Procedures for those channels that we recommend and you will be bound by Payment Orders, whether or not authorized, that we accept that are issued in your name and accepted by us in good faith, and the Security Procedures we have for the applicable method of providing Instructions. We may (but are not obligated to) accept such telephone Instructions. We may (but are not obligated to) accept in person Instructions from Users in accordance with and subject to our policies. In person Instructions may only be given and received at one of our branches and we may require that your Users verify their identity and execute documentation relating to the Instruction. You authorize your Users to execute the documentation we require.

Foreign Exchange

Exchange Rates.

Fifth Third Direct. All Payment Orders (other than Same Foreign Currency Orders) denominated in foreign currency must be initiated in US Dollars and will be effected by converting US Dollars to the requested currency provided we offer that currency. The exchange rate for Payment Orders to be converted to an eligible foreign currency and initiated through *Fifth Third Direct* will be as follows: if you do not require a separate approval of the submission of the Payment Order in the set up process, the exchange rate will be the rate displayed at the time you submit the Payment Order (which may be a different than any prior rate displayed to you); if you require a separate approval of the initial submission of Payment Order in the set up process, the exchange rate will be the rate displayed at the time you provide the separate approval of the initial submission of the Payment Order which rate may be different than the rate displayed at the time of initial submission of the Payment Order. You understand that the exchange rate may change without notice. If the Payment Order is returned or rejected for any reason, you agree to accept the refund in United States Dollars based on our then-current buying rate, converting the currency to United States Dollars on the date of refund, less any charges and expenses we incur. You understand that the exchange rate applicable to the refund may (and is likely to) be different than the rate applicable to the Payment Order.

Other Communication Methods. For Payment Orders initiated through means other than *Fifth Third Direct*, the exchange rate will be confirmed to your User when we accept the Instruction.

Rates. The exchange rate communicated to you may include a margin or spread on the currencies purchased by you through the Service.

Limitations and Additional Charges. Because of the laws of some countries in which beneficiary banks are located, if you request a transfer in U.S. dollars we cannot assure you that your beneficiary will be able to receive U.S. dollars. Regardless of the currency transferred, the actual amount that your beneficiary receives may be reduced by charges imposed by the intermediary and beneficiary banks, including charges for exchanging currency. If a Payment Order provides for the transfer of funds to a beneficiary located in a foreign country, the beneficiary may not receive funds on the day you submit the Payment Order.

Risks. You bear all risks associated with the proper identification of the currency in which the beneficiary's account is denominated and all exchange rate risk arising from your Payment Orders. Exchange rates can and do change frequently including between submission and approval and in connection with any returned Payment Order.

Same Foreign Currency Orders

If you wish to send Same Foreign Currency Orders, you must have established and funded an MC Account with the foreign currency for your Payment Order in accordance with, and you must be subject to, the MultiCurrency Account Service Terms. When we receive your Instruction we will access the MC Account on your behalf and carry out the Payment Order through our Processor. In all other respects, a Same Foreign Currency Order is treated the same as any other Payment Order.

Payment

You may initiate a Payment Order only if the offsetting debit to the applicable Account will not reduce your Available Funds in the Account below \$zero. If, however, we in our sole discretion act on a Payment Order absent Available Funds in the Account, you are obligated to pay us the amount of any such Payment Order. We may at any time require you to prefund a Payment Order with Available Funds before we accept and process your Payment Order. Even if we have done so in the past, we are not obligated to process any Payment Order without having first been paid by you the full amount of your Payment Order, but, if we do, the amount is immediately due and payable without notice or demand. Prior to initiating any Instruction to debit an account of a third party, you must provide us with documents, in a form acceptable to us, evidencing the third party's authorization.

Processing

Confirmation. Once we receive your Payment Order, it is subject to further processing to determine the necessary Available Balance for payment of the Payment Order and related fees and expenses, and to screen for compliance with OFAC requirements. Execution of the Payment Order may be delayed if the results of such process are not acceptable to us and further inquiry may be necessary. Once payment is verified and OFAC screening cleared, we will be deemed to have accepted your Payment Order. If you are using *Fifth Third Direct*, a reference number will be given to you at this time; Payment Orders initiated through other means will be confirmed in accordance with the reporting Service you are receiving or, if you are not using a reporting Service, your transaction will be noted on your Account statement.

Execution. We will use commercially reasonable efforts to execute each Payment Order received and accepted in accordance with these Service Terms provided that: (a) if we require, you have paid us for the amount of the Payment Order including our fees and other charges; (b) the Instruction is received in the medium, at the place and with the information we specify; and (c) the Payment Order complies with the requirements of these Service Terms including the Security Procedures and Applicable Law. We are not responsible for any delay, failure to execute or incorrect execution due to circumstances beyond our reasonable control.

Transmission. We will use the means of transmission, funds transfer system (including Fedwire), association, and clearing house we select in our discretion to transfer funds to your beneficiary. We may use one or more intermediary banks to transfer your funds to the beneficiary bank. After we transmit your Payment Order to an intermediary bank, that bank is responsible to complete your order. After we receive a Payment Order by the applicable processing deadline as specified in the User Guide, but no later than the value date stated in your Payment Order (if such date is not earlier than the day such Payment Order is received), we will execute such Payment Order by making applicable accounting entries for internal book transfers or by transmitting payment instructions to the applicable bank or transfer system. We may treat Payment Orders or other Instructions we receive after a Cut Off Time or deadline as if we received them on the next Business Day. Processing of the Payment Order is also subject to the processing and holiday schedule of the locale of the account to be debited or credited under the Payment Order.

Processing Order. We will process your Payment Orders in accordance with our processing schedule. If, for any Business Day, we receive more than one Payment Order payable from an account or the account is subject to other activity, we may debit the account for such Payment Orders in any sequence we determine in our sole discretion subject to Applicable Law and the requirements of any other agreement between you and us.

Rejection of Instructions

We may reject or delay any Payment Order if we determine, in good faith and our sole discretion, that: (a) the Instruction is not authentic; (b) executing the Payment Order would create for us a risk of violating Applicable Law or an unacceptable risk of financial loss; (c) the Instruction is incorrect, incomplete or unsatisfactory for any reason; (d) the Payment Order does not comply with the requirements of these Service Terms or the applicable User Guide, including any processing or exposure limits we establish for you or to which we are subject; or (e) the amount of the Payment Order exceeds the Available Funds on deposit with us in the Designated Account. We may also reject a Payment Order if it is or we believe it would be returned for any reason under Applicable Law including the payment system rules of the receiving country of your transaction.

If we reject a Drawdown Request, we will use reasonable efforts to notify you by telephone. Otherwise, we will confirm each Drawdown Request that we execute by an entry on the applicable Account statement.

Cancellation or Amendment

If you send us a Instruction to cancel or amend a prior Payment Order in accordance with the applicable Security Procedure and we are able to verify the authenticity of the cancellation or amendment Instructions using the Security Procedure used when the Payment Order was initiated, we will make a reasonable effort to act on that Instruction, but we will not be liable if it is not effected. You agree to reimburse us for our costs and other Losses in connection with your Instruction to amend or cancel.

Provisional Payments

Payment by us for any transaction we credit to your Account is provisional until we receive final settlement for the transaction. If final settlement is not received, we are entitled to a refund and we may charge your Account for the amount credited. You are responsible for obtaining any authorization necessary for your beneficiary (including beneficiary bank) to receive payment by wire transfer.

Inconsistency of Name and Number

A beneficiary's bank (including us when we are the beneficiary's bank) may make a payment to a beneficiary based solely on the account number or other identifying number. We, or an intermediary bank, may send a Payment Order to an intermediary bank or to beneficiary's bank based solely on the bank's identifying number. We, any intermediary bank, or any beneficiary's bank may do so even if the Payment Order includes names inconsistent with the account number or other identifying number as long as the inconsistency is not known by us or such other bank. Neither we nor any other bank has a duty to determine whether a Payment Order contains an inconsistent name and number.

Unauthorized or Erroneous Drawdown Requests

You agree to exercise ordinary care (a) to determine whether each Drawdown Request that we execute has been authorized by you and to discover any errors relating to any such executed Drawdown Request, and (b) to notify us of the facts relating to any unauthorized Drawdown Request that we execute or error immediately after discovering them.

You must notify us in writing in a manner provided for in the User Guides of any erroneous or unauthorized Drawdown Requests that we execute as soon as possible, but in any case within fifteen (15) days after we notify you that the Drawdown Request has been executed or the Account has been debited to pay for the Drawdown Request, whichever is earlier. If you fail to notify us in writing within that time period and we are required under Applicable Law to refund all or part of your payment, we will not pay any interest on the amount refunded and, except as otherwise provided by UCC Article 4A or other Applicable Law, we will not be liable for the transaction and you agree to reimburse us for our Losses.

Liability

In addition to all other limitations on our liability under the Master Agreement or otherwise, you expressly agree that our liability related to this Service shall be limited exclusively to actual proven direct damages arising directly from our own gross negligence or willful misconduct.

ZERO BALANCE ACCOUNTS (ZERO BALANCE AND CORPORATE ONE ACCOUNTS)

Service

Our Zero Balance Account Service lets you control the transfer of funds between Accounts with us, to eliminate excess balances in your Accounts. Zero Balance and Corporate One Accounts, also known as ZBAs, are covered under this Service. This Service may be restricted to certain account types.

Our Obligations

Transfers you make from your Account using this Service are considered preauthorized transfers. You may instruct us to make balance-related transfers as described below. Once you instruct us to transfer funds between Accounts, transfers begin on a mutually agreeable date.

In a balance-related transfer, you may have funds transferred to an Account based on Available Funds or ledger, when the balance falls below a certain amount; or from an Account, when the balance rises above a certain amount; or both. We transfer the amount required to meet the Account balance you specify in the set up process.

Your Obligations

You may elect to have funds transferred to or from accounts of one or more depositors which are different legal entities using the Zero Balance Account Service. You agree that for each such account, the company or organization will provide us with written authorization, in a form acceptable to us, for such transfers. However, you do not need to provide us such written authorization if such other company or organization is your wholly-owned, U.S. subsidiary and it has authorized us to transfer funds between the US subsidiary's accounts and your Accounts.

Corporate One

Corporate One includes the above services and BAI.

Exhibit B

Pricing



Pricing Pro Forma - State of Indiana

Relationship Manager: Carl Mills
 Treasury Management Officer: Michael Carfi

Date of Proposal: March 2018
 Analysis Period: March 2018

ACCOUNT SERVICES

PROPOSED PRICE

STANDARD

ELECTRONIC DEBITS TRANSACTIONS	.0662	A
COMMERCIAL DEPOSITS	.3200	A
CHK DEPOSIT ITEMS REJECTED	.2900	A
CHK DEPOSIT ADJUSTMENT	8.2000	A
COMPOSITE GROUP	13.7500	A
CHK RETURNED ITEM OR CHARGEBACK	3.6000	A
PAPER ANALYSIS STATEMENT FEE	3.7500	W
CHK UNENCODED ITEMS DEPOSITED	.0445	A
MONTHLY MAINTENANCE	8.0000	A
PAPER ACCOUNT STATEMENT FEE	5.0000	A
CHK PAPER CHECK ADMIN FEE	.0111	A
WIRE INCOMING STRUCTURED	6.7000	A
ACH CREDIT RECEIVED	.0784	A
ACH DEBIT RECEIVED	.0799	A
ACH ADDENDA RECEIVED	0.0791	A
DEPOSIT ADMINISTRATION FEE*	0.1297	A
DEPOSIT ADMINISTRATION FEE	0.1297	W
Subtotal - STANDARD		

ZBA

ZBA PARENT ACCOUNT	50.0000	A
ZBA SUB-ACCOUNT	.2750	A
Subtotal - ZBA		

ACH

ACH - STANDARD

ACH RETURNED TRANSACTION	4.3000	A
Subtotal - ACH - STANDARD		

ACH ORIGINATED - DIRECT SEND

ACH DIRECT SEND MONTHLY MAINT	36.2500	A
ACH DIRECT SEND ORIGINATED CR	.2150	A
ACH DIRECT SEND ORIGINATED DR	.2150	A
Subtotal - ACH ORIGINATED - DIRECT SEND		

ACH ORIGINATED - ONLINE

ONLINE ACH MONTHLY FEE	12.2500	A
ACH CREDIT ORIGINATED	.0768	A
ACH DEBIT ORIGINATED	.2150	A
ACH ADDENDA ORIGINATED	.0894	A
ACH FILE PROCESSED	.0000	A
Subtotal - ACH ORIGINATED - ONLINE		

REPORTING SERVICES

ACH RETURN/NOC RPT VIA WEB	11.0000	A
Subtotal - REPORTING SERVICES		



CASHIERING

BANKING CENTER CASH DEPOSITS

BKG CNTR DEPOSITED CASH .0039 A
Subtotal - BANKING CENTER CASH DEPOSITS

BANKING CENTER MISC

BKG CNTR DEPOSIT ADJUSTMENT 7.2500 A
Subtotal - BANKING CENTER CASH ORDERS

CHECK CLEARING

RETURNS - STANDARD

PAPER REPRESENTMENT 2.2500 A
 RETURNED ITEM SPECIAL INSTRUCTIONS 8.4000 A
 RETURNED ITEMS DATA CAPTURE .0139 A
Subtotal - RETURNS - STANDARD

INFO REPORTING

PORTAL - STANDARD

ONLINE WIRE MODULE 5.5000 A
 ONLINE ACH MODULE 25.2000 A
Subtotal - PORTAL - STANDARD

PORTAL - PRIOR DAY

ONLINE PRIOR DAY BASE FLAT A
 ONLINE PRIOR DAY ACCOUNT 10.0000 A
 ONLINE PRIOR DAY DETAIL .0031 A
 ONLINE STOP PAYMENT BASE FEE .0000 A
Subtotal - PORTAL - PRIOR DAY

PORTAL - INTRA DAY

ONLINE INTRADAY BASE 57.2500 A
 ONLINE INTRADAY PER ACCOUNT 24.0000 A
 ONLINE INTRA DAY DETAIL .0983 A
Subtotal - PORTAL - INTRA DAY

PORTAL

PORTAL - STANDARD

RSA GOID TOKEN ORDER 50.0000 W
 ONLINE REPORTS MODULE 5.2500 A
Subtotal - PORTAL - STANDARD

WIRE

ONLINE WIRE

ONLINE WIRE OUTBOUND DOMESTIC 7.6500 A
Subtotal - ONLINE WIRE

REPETITIVE STORAGE

WIRE TRSF REPETITIVE STORAGE .2900 A
Subtotal - REPETITIVE STORAGE

ESTIMATED TOTAL

KEY

A: Analysis

W: Waived

* Deposit Administration Fee waived due to account type- Fixed Non Collateral #4448

*Additional products and services are available from Fifth Third Bank, additional fees may apply.
 Deposit and credit products provided by Fifth Third Bank. Member FDIC. Equal Housing Lender.*