

**RFP 2014-001 Banking Services
PROPOSAL CHECKLIST**

The undersigned, as proposer, hereby declares that he has examined the Specifications and informed himself fully in regard to all conditions. The proposer further declares that the only persons, company or parties interested in this proposal or the contract to be entered into as principals are named herein. That this proposal is made without connection with any other person, company or companies submitting a bid or proposal and it is in all respects fair and in good faith, without collusion or fraud.

The proposer proposes and agrees, if this proposal is accepted, to contract with the Clerk of the Circuit Court and furnish in complete accordance with the attached specifications, according to the following unit prices included in herein response to RFP 2014-001 Banking Services.

Proposal Submitted By: Fifth Third Bank

Address: 999 Vanderbilt Beach Rd. Naples, FL. 34108

Telephone: 239-591-6480

This proposal contains all the information requested in the Request for Proposal, including the following Exhibits and information:

- Exhibit A – Pricing Proposal Form**
- Exhibit B – Proposal Exception Form**
- Exhibit C – General Information**
- Exhibit D – Sworn Statement on Public Entity Crimes**
- Exhibit E – Letter of Intent**
- Exhibit F – BAI Critical Quality Indicator**
- Bank's Audited Statements for the previous two years**
- Bank's Availability Schedule**
- Map of Bank's main office and branch offices in Collier County**
- Statement of QPD and Collateral Verification**



Signature of Authorized Individual

Dawn Choate

Typed Name

Vice President, Treasury Management Officer

Title

06/12/14

Date

**RFP 2014-001
for
Banking Services
Technical Response**

Prepared for:



Prepared by:



June 13, 2014

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Relationship Manager
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Dawn Choate
Treasury Management Officer
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June 12, 2014

Collier County Clerk of the Circuit Court
Ms. Alina Bec
Purchasing Specialist
3315 Tamiami Trail East, Suite 201
Naples, Florida 34112

Dear Ms. Bec,

Fifth Third Bank is responding to Collier County Clerk of the Circuit Court's Request for Proposals (RFP# 2014-001) for Banking Services. We understand the value and importance of selecting a partner that will work to achieve the County's needs and expectations over the life of a relationship. More importantly, we believe that Fifth Third Bank can continue to be that partner.

Fifth Third Bank strives to exceed the expectations of its customers and business partners and understands the importance of collaboration and cooperation. If the County elects to continue processing with Fifth Third Bank, we will continue our commitment to build on the long-term relationship we have established and exceed the expectations of the County. When you choose Fifth Third Bank, you are choosing a partner that will serve the County as a trusted advisor and use our expertise to bring you sustainable, innovative financial solutions – both now and into the future.

We thank you for this chance to present our recommendations and look forward to the prospect of serving Collier County Clerk of the Circuit Court with customized and comprehensive banking solutions for many years to come.

Respectfully,



Dawn Choate
Vice President



Executive Summary

Collier County Clerk of the Circuit Court is challenged every day to react to changing economic and governmental environments while seamlessly providing service to your taxpayers. Fifth Third Bank understands the challenges faced by Collier County Clerk of the Circuit Court. We understand how inefficiencies with banking services can have a devastating impact on both the department and the taxpayers of the County, and how these inefficiencies can potentially have an impact on the critical services provided by the County. For the past 14 years, we have cultivated a strong and trusting relationship. We understand your banking needs better than anyone else and will continue to deliver high quality solutions while maintaining customer service with a personal touch.

Our intent is to serve Collier County Clerk of the Circuit Court as a partner and trusted advisor. Because Fifth Third Bank has a solid understanding of your business and operations, your banking team has the opportunity to deliver value-added solutions designed to exceed the County's expectations for service and quality. Collier County Clerk of the Circuit Court is seeking a State of Florida-qualified financial institution to provide banking services in accordance with the terms, conditions and specification contained in RFP-2014-001. This response is designed to address these objectives and to highlight not only Fifth Third Bank's capabilities but also our recommendations on how the County can best achieve the following objectives.

- Maximum accountability and minimum risk
- Lowest cost to the taxpayer
- Maximizing return on overnight investment

Selecting the right banking partner can significantly impact performance and long-term success of the County. Fifth Third Bank's dedication to our customers coupled with a reputation for leadership in industry best practices, gives you the assurance that we will be ready to meet your current and future needs. We look forward to discussing why Fifth Third Bank is best suited to continue servicing Collier County and have listed some of our top differentiators.

- **Lowest Cost to the Taxpayers-** We encourage the County to take advantage of competitive interest rate of 1 Month Libor + 5 bps with a floor of 25 bps and our lower merchant processing cost which is a processing fee of 0.08% + interchange.
- **Service Continuity-** By remaining with Fifth Third Bank, the County will avoid the costly, time-consuming process of converting to a new provider. For a highly complex relationship such as the County, the cost associated with migrating to a new bank could easily be in the tens of thousands of dollars. A choice to continue our partnership would mean result in operations would continue without interruption and productivity could remain high.
- **Long-term strategy and commitment to cash management-** Treasury management is one of Fifth Third's core businesses. We are committed to continuing our investment in product development, technology, and people, to retain our position as one of the leading providers of cash management services. This commitment gives the County the assurance that we will meet all of your treasury management needs as your requirements change and evolve. We have recommended several enhancements to your services to streamline workflow processes and improve productivity for the County

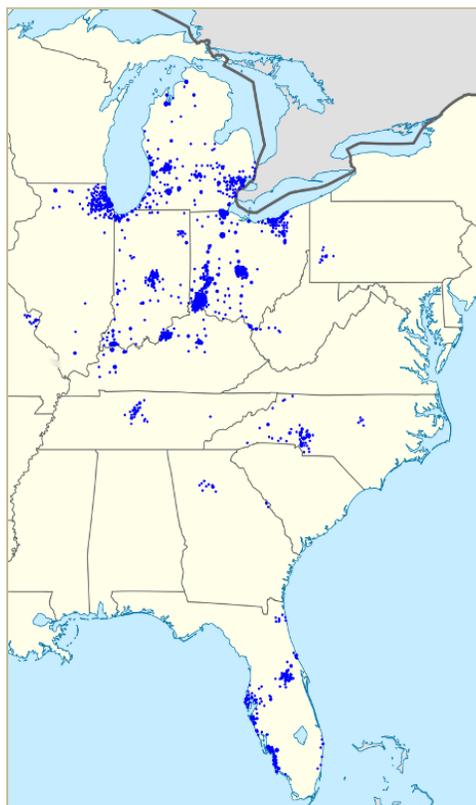
Fifth Third Bank specializes in, and is committed, to the unique and often complex requirements of municipalities and local governments. Fifth Third Bank prides itself in building long-term relationships with our clients, and we look forward to continuing to work with Collier County Clerk of the Circuit Court. You will find this response to your Request for Proposal to be both comprehensive and competitive. Fifth Third Bank appreciates your consideration of our response.



Organization and Background

Fifth Third Bancorp is a diversified financial services company headquartered in Cincinnati, Ohio. Established in 1853, Fifth Third has been in business for over 150 years. Our common stock is traded on the NASDAQ® National Global Select Market under the symbol "FITB." Fifth Third is a member of the FDIC and is an Equal Housing Lender.

Fifth Third Bancorp is a diversified financial services company headquartered in Cincinnati, Ohio. As of March 31, 2014, the Company had \$130 billion in assets and operated 17 affiliates with 1,311 full-service Banking Centers, including 104 Bank Mart® locations, most open seven days a week, inside select grocery stores and 2,614 ATMs in Ohio, Kentucky, Indiana, Michigan, Illinois, Florida, Tennessee, West Virginia, Pennsylvania, Missouri, Georgia and North Carolina. Fifth Third operates four main businesses: Commercial Banking, Branch Banking, Consumer Lending, and Investment Advisors. Fifth Third also has a 26% interest in Vantiv Holding, LLC. Fifth Third is among the largest money managers in the Midwest and, as of March 31, 2014, had \$302 billion in assets under care, of which it managed \$26 billion for individuals, corporations and not-for-profit organizations.



Fifth Third Bancorp has many important assets, but the most valuable is our established and unquestioned reputation for integrity. We are judged by our conduct, and we must act in a manner that merits public trust and confidence. The Bancorp's Corporate Governance Guidelines, along with Fifth Third's Articles of Incorporation, Code of Regulations and charters of the various committees of the Board, provide the foundation for our governance. Fifth Third Bancorp has adopted its Code of Business Conduct and Ethics, Insider Trading Policy and Information Disclosure Policy to help ensure that it retains its integrity and merits public trust and confidence. All of these documents can be located on our website at www.53.com.

Fifth Third's 18 affiliates are headquartered in metropolitan markets throughout the Midwest and Florida. The affiliate operating structure differentiates us from our competitors and ensures that our clients receive individualized service and comprehensive financial solutions. Each affiliate is managed by a local affiliate President and decision-making remains local.

South Florida

The original Charter for the South Florida Affiliate was created in 1991 and is located in Naples, Florida. Since that time the South Florida Affiliate has grown to over 64 financial service centers located throughout South Florida including Sarasota, Manatee, Broward, Charlotte, Collier, Lee and Palm Beach counties.



Ratings

	Moody's	Standard & Poor's	Fitch	DBRS
Fifth Third Bancorp				
Short-Term	WR	A-2	F1	R-1 (low)
Senior Debt	Baa1	BBB+	A	A (low)
Fifth Third Bank				
Short-Term	P-2	A-2	F1	R-1 (low)
Long-Term Deposit	A3	A- [#]	A+	A
Senior Debt	A3	A-	A	A
Outlook/Trend	Stable	Stable	Stable	Stable

Financial Statements

Fifth Third Bank's financial reports are available on-line at the following addresses:

2013 Annual Report: <http://phx.corporate-ir.net/phoenix.zhtml?c=72735&p=quarterlyearnings>

10-Q Report for 3rd Quarter 2013: <http://phx.corporate-ir.net/phoenix.zhtml?c=72735&p=quarterlyearnings>

SEC Filings

10-K 2013 <http://services.corporate-ir.net/SEC.Enhanced/SecCapsule.aspx?c=72735&fid=9284874>

10-K 2012 <http://services.corporate-ir.net/SEC.Enhanced/SecCapsule.aspx?c=72735&fid=8648960>



Collier County Banking Locations

Our Fifth Third Bank Financial Centers offer a wide variety of services which include the following:

- Checking & Savings Accounts
- Cash Banking
- Credit & Debit Cards
- Personal Loans: Auto, Equity Lines, Student Loans, and Mortgages
- Investment and Planning Services: CDs, IRAs, Insurance and Financial Planning
- Personal Overdraft Coverage
- Identity Theft Protection

Banking Center Hours:

Lobby:

Monday –Thursday: 9am - 5pm

Friday: 9am - 6pm

Saturday: 9am - 1pm

Drive Thru:

Monday –Thursday: 8am - 5pm

Friday: 8am - 6pm

Saturday: 9am - 1pm

Exceptions to Banking Center Hours:

Fifth Third Center

Lobby:

Monday –Friday: 10am - 4pm

Drive Thru:

Monday –Friday: 10am - 4pm

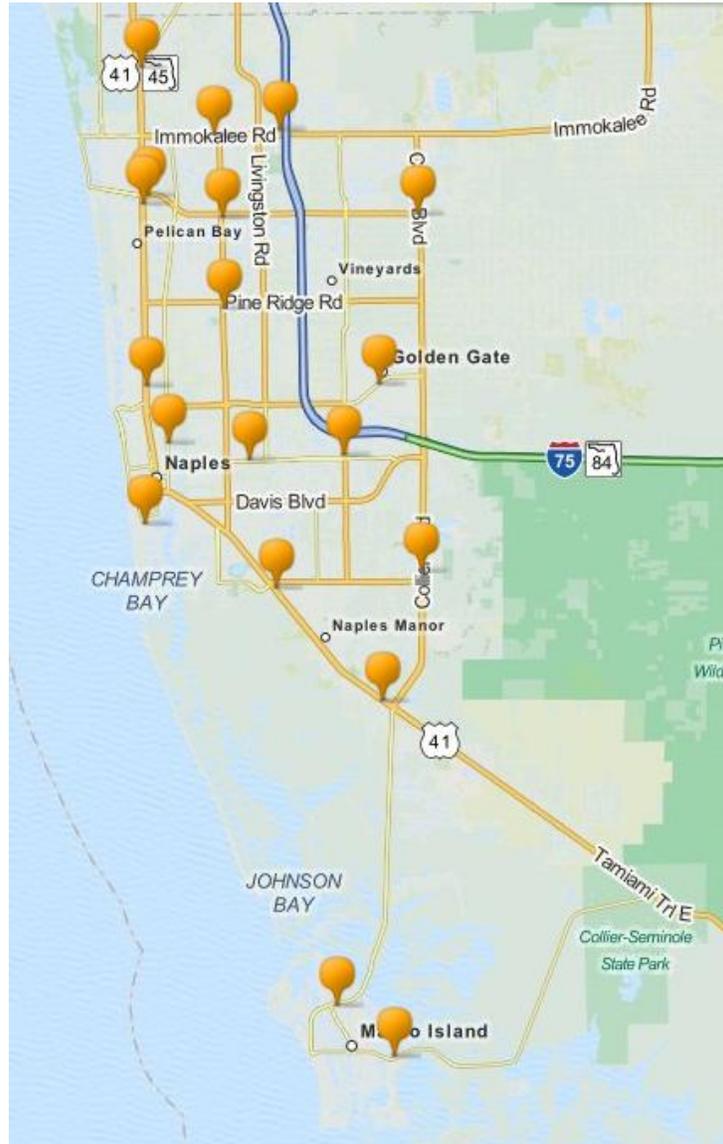
ATMs are available at all Banking Center locations.

Financial Center Name	Phone	Street	City	State	Zip
BERKSHIRE BANKING CENTER	(239) 732-1111	3775 SANTA BARBARA BLVD	NAPLES	FL	34104
CARILLON BANKING CENTER	(239) 261-6110	5076 AIRPORT PULLING RD N	NAPLES	FL	34105-2415
EAST TRAIL BANKING CENTER	(239) 417-5379	5101 EAST TAMIAMI TRL	NAPLES	FL	34113
FIFTH THIRD CENTER BANKING CENTER	(239) 591-6444	999 VANDERBILT BEACH ROAD	NAPLES	FL	34108
FOUNTAIN PARK BANKING CENTER	(239) 594-5304	7925 AIRPORT PULLING RD N	NAPLES	FL	34109
GATEWAY SHOPPES AT NORTH BAY	(239) 552-2020	13575 TAMIAMI TRAIL N	NAPLES	FL	34110
GOLDEN GATE BANKING CENTER	(239) 455-5357	4794 GOLDEN GATE PARKWAY	NAPLES	FL	34116
GOODLETTE ROAD BANKING CENTER	(239) 403-6553	900 GOODLETTE ROAD	NAPLES	FL	34102
GREENTREE BANKING CENTER	(239) 597-5365	2470 IMMOKALEE ROAD	NAPLES	FL	34110
HARBOUR DRIVE BANKING CENTER	(239) 261-5323	2911 TAMIAMI TRAIL NORTH	NAPLES	FL	34103
LELY BANKING CENTER	(239) 530-1460	95 PRICE STREET	NAPLES	FL	34113
MARCO ISLAND BANKING CENTER	(239) 389-1800	650 EAST ELKCAM CIRCLE	MARCO ISLAND	FL	34145
MARCO ISLAND SOUTH BANKING CENTER	(239) 394-7737	1818 SAN MARCO ROAD	MARCO ISLAND	FL	34145
MISSION HILLS BANKING CENTER	(239) 354-5696	7595 VANDERBILT BEACH RD	NAPLES	FL	34119



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NAPLES LAKES BANKING CENTER	(239) 732-1263	8635 COLLIER BLVD	NAPLES	FL	34114
OLD NAPLES BANKING CENTER	(239) 262-5050	385 14TH AVENUE SOUTH	NAPLES	FL	34102
PELICAN BAY BANKING CENTER	(239) 594-3512	8771 TAMiami TRAIL	NAPLES	FL	34108
RADIO ROAD BANKING CENTER	(239) 643-5332	4025 RADIO ROAD	NAPLES	FL	34104
THE STRAND BANKING CENTER	(239) 514-7575	5636 TAVILLA CIRCLE	NAPLES	FL	34110



Qualifications and Experience

The Government and Institutional Team

Jim Mitchell, Vice President

Relationship Manager

13350 Metro Pkwy.

Fort Myers, FL. 33966

Phone: 239-225-2004

James.Mitchell@53.com

Jim will be your Relationship Manager is your primary contact for general Fifth Third business. The Relationship Manager knows your corporate objectives, your accounts and your business requirements. This person's role is to consult with you about new and existing services, ensure your continued satisfaction and bring together the right Fifth Third specialists to meet your financial needs.

Professional Experience

Fifth Third Bank – Fort Myers, FL

2005 – Present

Vice President/Commercial Relationship Manager (Government and Institutional)

- Responsible for developing revenue growth through generation of loans, deposits, cross-selling bank services and to solicit bank services to non-customers.
- Consults with clients or prospects about new and existing services, ensure your continued satisfaction and bring together the right Fifth Third specialists to meet your financial needs
- Established significant deposit relationships with primary government entities in South Florida including City s, county commission boards, clerk of courts, tax collectors and municipalities.

Collier County Clerk of the Circuit Court – Naples, FL

1994 – 2005

Director of Finance and Accounting (1996 – 2005)

Director of Internal Audit (1994 – 1996)

- Responsible for the financial and managerial accounting and reporting functions for Collier County, FL, reviewed policies and procedures for compliance with applicable laws, rules, and regulations, and monitored the development and maintenance of computerized accounting and financial information systems.
- Provided financial management support and assistance to County divisions and departments.
- Compiled fiscal estimates and fiscal reports.

Lee County Clerk of the Circuit Court – Fort Myers, FL

1992 - 1994

Senior Internal Auditor

Citizens and Southern National Bank – Fort Myers, FL

1987 - 1992

Internal Audit Officer

Jim has held many professional certifications throughout his career including Certified Internal Auditor (CIA), Certified Fraud Examiner (CFE), and Chartered Bank Auditor (CBA). Jim is very active in the community and has served on the board of directors for numerous not-for-profit entities including the Ronald McDonald House Charities, Inc., the Southwest Florida Council of the Boy Scouts of America, and Crime Stoppers of Southwest Florida.



Treasury Management Team

Dawn Choate, Vice President

Treasury Management Officer

999 Vanderbilt Beach Rd.

Naples, FL. 34108

Phone: 239-591-6480

Dawn.Choate@53.com

Dawn will be your Treasury Management Officer and consult with you concerning your business needs in order to develop a customized account and payments solution. Your Treasury Management Officer coordinates the work of the service and implementations teams, keeps you informed about industry trends and new services, and makes recommendations to optimize your treasury management processes.

Professional Experience

Fifth Third Bank - Naples, FL.

2003-Present

Treasury Management Officer III- Vice President

- Responsible for partnering with various not-for-profits, government, institutional, higher education, and commercial middle market clients to lend experience, give advice, and offer guidance on the best approaches to meet their cash management needs
- Coordinates the work of the service and implementations teams, keeps you informed about industry trends and new services, and makes recommendations to optimize your treasury management processes.
- Conduct meetings with the Relationship Managers to review their existing portfolio for opportunities to enhance our client's collection and payment processes. This is accomplished by reviewing the clients financials and existing treasury management platform
- Provide excellent customer service and provide timely resolutions to customer issues
- Partner with the Technical Support Specialist to assure the client is scheduled for the appropriate systems training.

Financial Center Manager III –Assistant Vice President (2003-2006)

- Oversee the management, service, sales, and operations of the financial center.
- Established a close working relationship with business partners to assure we are meeting all of the client's needs
- Provide excellent service to customers and prospective customers on various banking matters, including, the explanation and opening of new accounts and professional resolution of problems/issues

Certifications

Certified Treasury Professional - The Association for Financial Professionals

Memberships

*The Association for Financial Professionals
Fifth Third Bank's Women's Network*



Joan Raborn
Client Advisor

999 Vanderbilt Beach Rd.
Naples, Florida 34108
Phone: 239-591-6398
Joan.Raborn@53.com

Joan will be your Client Advisor and is responsible for managing routine inquiries relative to how Commercial Banking services are functioning, determining the nature of any problems, identifying the appropriate follow up action and instituting that action to ensure a swift, accurate and complete resolution. Joan is in direct contact with the Relationship Managers and Treasury Management Officers to ensure that the entire team is always aware of needs and questions as it relates to Commercial products and services.

Professional Experience

Fifth Third Bank - Naples, FL *2005 – Present*
Client Specialist II

- Supports Treasury Management Officers with implementation of new treasury solutions.
- Assists customers with issues relating to their account or treasury management services.
- Support Relationship Managers with commercial loans and depository accounts servicing
- Follow up with customers during and after the implementation process and schedule training as needed
- Open, close, and maintain Commercial and Government DDAs and CDs.
- Partnered with other team members and lines of business to ensure the client's and Relationship Manager's needs are being met in a timely manner
- Perform various tasks as needed for Commercial, Government, and Internal clients

Waterways Home Mortgage, Mortgage Sales Associate – Naples, FL *2004 – 2004*
Mortgage Sales Associate

- Support Mortgage Consultants with loan process and collection of documents
- Monitor and update loans as needed to verify all conditions were met to close the loan
- Consult with customers of Waterways Builders for home loan products

Bank of America – Charlotte, NC and Naples, FL. *1999 – 2003*
Implementation Coordinator and Sales Support Associate

- Supports Treasury Management Officers with implementation of new treasury solutions.
- Follow up with customers during and after the implementation process and schedule training as needed
- Partnered with other team members and lines of business to ensure the client's and Relationship Manager's needs are being met in a timely manner



Terms and Conditions

All proposals must acknowledge if the financial institution can comply with each of the following terms and conditions:

- a. The Clerk reserves the right to reject any or all proposals, waive any irregularities or formalities in any proposal or in the proposal proceedings which, in his opinion, are in the best interest of the County. The contract will be awarded to the vendor whose proposal, in the opinion of the Clerk, is the best taking into consideration all aspects of the proposer's response, including total cost to the County. The winning bank's proposal, and this RFP, shall become integral parts of the contract. Exceptions to any specification must be placed on Exhibit B "Proposal Exception Form" and will be considered in the final analysis of the proposal. Exception costs will be added or subtracted from the submitted proposal to arrive at a cost to the County. **Failure to include an exception on Exhibit B will render the exception invalid.**

Fifth Third Bank understands and acknowledges this requirement.

- b. The financial institution understands that time is of the essence. If a fully executed contract is not received within fifteen (15) business days of initial award, the Clerk will notify the financial institution of his intent to award the contract to the next most qualified institution. **The Clerk assumes no cost to any of the proposer's in preparation of their response to this RFP.**

Fifth Third Bank acknowledges this requirement and can comply with the request.

- c. Participation in this RFP may subject the financial institution to an examination of their facilities and procedures to ensure compatibility with the Clerk's system and procedures. The successful proposer must have a structure that is compatible with the Clerk's current SAP financial system.

Fifth Third Bank acknowledges this requirement and can comply with the request.

- d. Upon being notified, the financial institution awarded the contract will be requested by the Clerk to attend a conference in order to coordinate the transfer of funds, establish accounts and exchange information and determine conversion details. During the term of the contract relevant bank personnel shall attend, in person or by conference call, monthly bank meetings.

Fifth Third Bank acknowledges this requirement and can comply with the request.

- e. This RFP contains estimates of transactions in Exhibit A, "Pricing Proposal Form". Although these estimates are based upon research, the Clerk's Office cannot guarantee such levels will be met or exceeded at any given time.

Fifth Third Bank acknowledges this condition.

- f. The contract may be terminated by the financial institution upon providing written notice to the Clerk of the Circuit Court no less than 180 days prior to the effective date of such termination. The Clerk may terminate the agreement with the financial institution upon 30 days' written notice prior to the effective date of the termination. **Under no circumstances will any damages be paid by the Clerk as a result of the termination of this contract and its related services.**

Fifth Third Bank acknowledges this requirement and can comply with the request.



- g. The banking agreement shall be for an initial period of five (5) years and may be extended for an additional three (3), one (1) year periods by mutual agreement between the Clerk and the institution awarded the banking contract. **Continuation of the contract beyond the initial term is the Clerk's prerogative and not a right of the successful proposer.**

Fifth Third Bank acknowledges this requirement and can comply with the request.

- h. The awarded financial institution agrees to maintain the fee structure as outlined in Exhibit A for the full term of this agreement, including extensions.

Fifth Third Bank acknowledges this requirement and can comply with the request.

- i. The qualified financial institution must submit one copy of their audited financial statements for each of the last two fiscal years and last two reports issued pursuant to Statement on Standards for Attestation Engagements (SSAE) No. 16. Access to audited annual financial statements and SSAE No. 16 reports will be required during the term of this agreement as well as collateralization verification related to Florida Statutes, Chapter 280.

Fifth Third Bank acknowledges this requirement and can comply with the request.

- j. Submit notarized sworn statement under Florida Statutes Chapter 287.133 on Public Entity Crimes, Exhibit D, "Sworn Statement on Public Entity Crimes".

The required Public Entity Crimes form has been included in this response as Exhibit D.

- j. Bank must respond to the Clerk's annual audit confirmation process at no additional cost. Please indicate if the bank uses an automated process for confirmation purposes.

Fifth Third Bank acknowledges this requirement and can comply with the request. Fifth Third Bank has the ability to respond to an automated audit request when available.

- k. Proposals will be on file in the Office of the Clerk of the Circuit Court as outlined in Florida Statutes, Chapter 119 regarding Public Records.

Fifth Third Bank understands and acknowledges this requirement.

- l. The Clerk's Office prefers that the services listed herein be provided by a single bank, however, the Clerk reserves the right to separate specific services and award to more than one institution should that be found to be in the best interest of the taxpayers of Collier County.

Fifth Third Bank acknowledges this requirement and can comply with the request.

- m. The awarded contract shall not be assigned without the express written approval of the Clerk of the Circuit Court. In addition, the contract shall not be transferred, by merger or acquisition, in whole or in part without providing 60 days' notice to the Clerk's Office. **In addition, the bank will absorb all costs of conversion resulting from bank transfer, sale or merger.**

Fifth Third Bank acknowledges this requirement and can comply with the request.

- n. If, following the announcement of the award of the contract from this request, an unsuccessful proposer wishes to challenge that award; they must do so in writing, within two (2) business days following the award announcement. The unsuccessful proposer in their protest must



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enumerate those parts of the proposal and evaluation process they consider flawed or unfair, and why. Please refer to the Clerk's Purchasing Policy, available on the Clerk's website, for further information.

Fifth Third Bank understands and acknowledges this requirement.

- o. The financial institution understands that the Clerk requires the ability to solve problems in a timely manner and at a local level. The Clerk's office will be assessing performance of the financial institution on a daily basis.

Fifth Third Bank acknowledges this requirement and can comply with the request.

- p. All pricing for services related to this RFP shall be submitted in the Pricing Response, Exhibit A, or the Clerk is not responsible for payment. Any additional services added subsequent to this RFP will be separately negotiated in accordance with the Clerk's Purchasing Policy.

Fifth Third Bank acknowledges this requirement and can comply with the request.

- q. All pricing for services related to this RFP shall be submitted in the Pricing Response, Exhibit A, or the Clerk is not responsible for payment. Any additional services added subsequent to this RFP will be separately negotiated in accordance with the Clerk's Purchasing Policy.

Fifth Third Bank acknowledges this requirement and can comply with the request.



Account Structure

The Collier County Board of County Commissioners (BOCC), Clerk of the Circuit Court (COCC) and Supervisor of Elections (SOE) currently maintain numerous accounts for daily operations. These accounts are classified as either primary or non-primary accounts. Alternatives to this account structure may be proposed, but must be accompanied by an explanation of the benefits of such a change.

A. Primary Accounts

The Clerk desires to maximize its cash availability through the use of concentration and zero balance accounts (ZBA). The primary account relationship will be comprised of three separate concentration accounts, (BOCC, COCC and SOE) each with separate ZBA accounts for accounts payable, payroll and self-insurance payments, as applicable. The zero balance accounts will be reimbursed by the concentration account on a daily basis and will always have a zero ledger balance at the end of the day. All transfers to the ZBA accounts must take place automatically, without initiation by the Clerk. The Clerk desires to operate the primary account structure on a controlled disbursement basis for cash management purposes. The Clerk needs to know the amount of checks that will clear its ZBA accounts by 1:30 P.M. on a same day basis.

The Clerk reserves the right to open additional zero balance accounts during the contract period at the price contained within the proposal, provided the awarded bank is furnished notification of at least thirty calendar days

The Clerk would need to implement our Controlled Disbursement services in order to have insight to the checks clearing the accounts on a same day basis. Fifth Third Bank can comply with this requirement and account structure.

Board of County Commissioners

BOCC Concentration Account – This is the primary depository account for all Board funds. Activities in this account include inbound wire transfers, automated clearing house credits, utility lockbox transactions, utility preauthorized debits (drafts) and numerous daily deposits from County Departments such as Growth Management, Public Utilities, Finance and Accounting and Parks and Recreation, including over the counter and web based credit card payments. All outbound wire transfers clear directly against this account, including vendor payments, payroll direct deposit and debt service payments. Incoming and outgoing wire transfers will also be made from this account for investment purchases, interest postings, sales, calls and maturities.

The following zero balance accounts (ZBA) are utilized to clear check transactions against the BOCC concentration account as follows:

BOCC Accounts Payable (ZBA) – All BOCC accounts payable checks clear against this account.

BOCC Payroll (ZBA) - All BOCC payroll checks clear against this account.

BOCC Group Benefits (ZBA) – All health self-insurance payments clear against this account. The Group Benefits account is administered to by a third party administrator (TPA).

BOCC Property and Casualty (ZBA) – All property and casualty self-insurance payments clear against this account. The Property and Casualty account is administered to by a TPA.



BOCC Workers' Compensation (ZBA) – All workers' compensation self-insurance payments clear against this account. The Workers' Compensation account is administered to by a TPA.

On a daily basis, see Section III.C "Electronic Cash Management", balances available for investment in the BOCC concentration account will be made available electronically.

Fifth Third Bank can comply with the requirements listed and account structure.

Clerk of the Circuit Court

COCC Concentration Account – This is the primary depository account for all Clerk funds. Activities in this account include inbound wire transfers and daily deposits court related collections. All outbound wire transfers clear directly against this account, including vendor payments, payroll direct deposit and remittances to other governments. Substantially all of the Clerk's payroll transactions are paid by direct deposit.

The following zero balance accounts (ZBA) are utilized to clear check transactions against the COCC concentration account as follows:

COCC Accounts Payable (ZBA) - All COCC accounts payable checks clear against this account.
COCC Payroll (ZBA) - All COCC payroll checks clear against this account. This account is used on a limited basis as substantially all payroll transactions utilize direct deposit.

COCC Child Support (ZBA) – Clears child support payments for checks written by the Clerk.

The following accounts are utilized to clear specific transactions as indicated in their description:

COCC State Disbursement Unit – This account receives and disburses wire transfers with the State of Florida for the State's Child Support State Disbursement Unit.

COCC Eminent Domain Account – This account receives and disburses via intrabank transfers with the COCC concentration account.

On a daily basis, see Section III.C "Electronic Cash Management", balances available for investment in the COCC concentration account will be made available electronically.

Fifth Third Bank can comply with the requirements listed and account structure.

Supervisor of Elections

SOE Concentration Account - This is the primary depository account for all Supervisor funds. Activities in this account include inbound wire transfers and daily deposits court related collections. All outbound wire transfers clear directly against this account, including vendor payments and payroll direct deposits. Incoming and outgoing wire transfers will also be made from this account for State Board of Administration purchases and sales.

The following zero balance accounts (ZBA) are utilized to clear check transactions against the SOE concentration account as follows:

SOE Accounts Payable (ZBA) - All SOE accounts payable checks clear against this account.



On a daily basis, see Section III.C “Electronic Cash Management”, balances available for investment in the SOE concentration account will be made available electronically.

Fifth Third Bank can comply with the requirements listed and account structure.

B. Non-Primary Accounts

Board of County Commissioners

The BOCC also maintains the following accounts for purposes of segregation and convenience as described below:

BOCC Flexible Benefits – Employee payroll deductions are deposited to this account and payments for reimbursement of related medical and day care services are made out of the account. The Flexible Benefits account is administered to by a TPA.

BOCC Health Reimbursement Account (ZBA) – This account handles employer deposits made on behalf of qualified employees for health care reimbursement under the BOCC’s Health Reimbursement Plan. The Health Reimbursement Account is administered to by a TPA.

BOCC Domestic Animal Services (DAS) - This account handles DAS related customer receipts, including credit card payments. This account is swept into the concentration account on a daily basis.

BOCC Emergency Medical Services (EMS) - This account handles EMS related receipts, including credit card payments and lockbox transactions. This account is swept into the concentration account on a daily basis.

BOCC Landfill - This account handles landfill related customer receipts, including credit card payments. This account is swept into the concentration account on a daily basis.

BOCC Developmental Services Web - This account handles Collier County Growth Management related customer receipts, including credit card payments. This account is swept into the concentration account on a daily basis.

BOCC Utility Billing Water and Sewer - This account handles Collier County Water and Sewer District related customer receipts, including credit card payments. This account is swept into the concentration account on a daily basis.

Fifth Third Bank can comply with the requirements listed and account structure.



Scope of Banking Services

A. Availability of Funds

The BOCC, COCC and SOE will make deposits at various branch locations throughout the day. The Clerk of Courts requires all deposits received by the financial institution by 4:00 P.M. EST, at the earliest, be credited as same day transactions to the respective account ledgers. The Clerk's Office also requires the financial institution adhere to the following:

Fifth Third Bank can provide same day credit for deposits delivered by armored courier prior to 4:00 P.M. EST. To assure the County receives same day credit, Fifth Third Bank would like to migrate the County to our Virtual Vault processing with iDeposit and DTS services. This will allow more visibility into the deposit collection, posting and the adjustment process.

Brink's iDepositSM

- iDepositSM allows the County to create scanable, bar encoded deposit tickets online in your local locations. When the courier picks up the bags, they are delivered to our Network vault immediately scanned. Upon scanning, you are given provisional credit for the deposit.
- This service offers the County better availability on cash deposits thru same day provisional credit with later cut-off times. Cut-off times can be as late at 7:30pm for same-day deposits.

Brink's iOrderSM

- iOrderSM is a Brink's developed Internet-based product that enables the County or a central hub to order currency online, instead of using the Voice Response System (VRU). Cash and coin orders are placed online for one location or for multiple locations saving them time and helping to reduce the risk of errors.
- Order detail reporting by location is available to headquarters and campus locations. iOrderSM allows for real-time funding for orders made before 11 AM local time.

DTS

- The DTS® system enables the County to create, track and manage bank deposits online. The DTS system enables location personnel to create deposits for each location. Deposits can then be tracked as they are picked-up by your armored carrier and as the bank receives, credits, and verifies the deposit.
- The DTS system receives detailed adjustment information from banks, providing a reason for the correction along with the denomination(s) that were adjusted.
- Each module is designed to increase operational efficiency and financial control to better manage their deposit processes, as well as exceptions.
- The system has an immediate ROI because all the reporting features give an immediate opportunity to manage employees to reduce float in the deposit process, improve courier premise time, monitor courier delivery against their SLAs, prevent employee fraud, and reduce adjustments.



- For many companies adjustments can be anywhere from 3 to 7 percent or more without a tool like this. IFS' experience has shown that the deposit/monitoring process has decreased bank adjustments by 60 percent. It is very simple for any employee to make deposits accurately, and the DTS system can reduce adjustments dramatically through auto calculations and employee re-training.
 - The added visibility to the finance department has reduced overs and shorts seen between their POS system data to the said-to-contain value in the deposit bag by more than 40 percent. Employees can enter sub-deposit detail to explain why POS/register counts are different and it gives them an opportunity to re-count before the adjustment becomes a bank error with bank fees.
1. Ensure same day availability of funds for cash deposits, incoming wire transfers and ACH transactions, as well as checks drawn on the financial institution.

Same day availability is provided for incoming wire transfers, ACH transactions, and checks drawn on Fifth Third Bank.

2. Provide a copy of the financial institution's current availability schedule for checks deposited and its methodology for computing deposit float.

Fifth Third has many float (availability) schedules; Collier County Clerk of Courts is on our Premium Availability Schedule which is the best schedule we offer. Collier County Board of County Commissioners is on our Corporate Accelerated Availability Schedule and the Supervisor of Elections is on our Standard Availability Schedule. Fifth Third is pleased to discuss the County's current availability schedules, and available alternatives to that schedule. Accommodations can be made for high volume accounts, and accounts depositing pre-encoded checks.

- Availability is determined on each individual item deposited and is based upon the routing and transit number of the item, the time of deposit, and the method of deposit (teller line, lockbox, etc.).
- On-us items deposited by clients are given immediate availability up to 11:00 p.m. ET.
- Foreign items drawn on the currency of the country (as well as USD in Canada) are given immediate credit if less than \$5,000 USD equivalent, and are sent for Collection if over \$5,000. Collection can take 2-8 weeks, depending upon the country and response time of the bank on which it is drawn. From time to time, a Relationship Manager may give approval for the branch to give immediate credit for items over \$5,000.
- Availability is determined by item and is based upon the routing and transit number of the item, the time of deposit, and the location of deposit (teller line, lockbox, etc.). For Electronic Check Clearing, Fifth Third Network, we use a fractional basis.
- Fifth Third offers standard and, on an exception basis, accelerated schedules for each depository service.



- The review of availability schedules is a collaborative effort between our Float Management and Product Management teams. Each availability schedule is reviewed for updates quarterly in order to align schedules with our clearing capabilities. We maintain our tables monthly.

Standard Availability Schedule

Type of Deposit	Funds Availability
Electronic Direct Deposit, Cash, ACH Deposit, and Wire Transfers	Available on the day the deposit is received.
US Treasury Checks, Federal Reserve Checks, Postal Money Orders, and Checks (same affiliate) written against 5/3 DDA	Available on the 1 st Business day after day of deposit.
State and Local Government Checks, Cashier's/Official Checks, Certified Checks and Non-US Postal Money Orders	1 st Business day after day of deposit. MUST use special (yellow) deposit ticket to ensure next day availability.
Local Checks (includes certain 5/3 Checks drawn on other affiliates)	\$100 is available on the NEXT business day. Remaining funds available no later than 2 nd Business day after day of deposit
Non-Local Checks	\$100 is available on the NEXT business day. Remaining funds available no later than 4 th Business day after day of deposit.
Note: Business days do NOT include Saturday and Sunday OR Federal Holidays.	

B. Overnight Investment of Available Funds

Concentration account balances for the respective agencies covered by this RFP for the dates indicated:

Month End	BOCC Concentration	COCC Concentration	SOE Concentration	Total
Apr-13	\$38,916,137	\$39,076,570	\$232,334	\$78,225,041
May-13	19,110,953	42,316,422	280,888	61,708,263
Jun-13	30,829,572	42,597,947	304,546	73,732,065
Jul-13	45,017,195	40,929,384	265,856	86,212,435
Aug-13	44,617,496	43,572,822	291,890	88,482,208
Sep-13	56,227,459	39,118,633	321,005	95,667,097
Oct-13	32,236,359	30,471,747	660,401	63,368,507
Nov-13	76,253,754	33,003,126	700,566	109,957,446



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Dec-13	48,184,730	33,516,224	673,026	82,373,980
Jan-14	74,329,761	35,817,611	707,332	110,854,704
Feb-14	73,837,381	35,917,168	716,616	110,471,165
Mar-14	96,515,171	32,012,398	674,327	129,201,896
Avg. Balance	\$53,006,331	\$37,362,504	\$485,732	\$90,854,567

Although these balances are based upon actual historical data, the Clerk's Office cannot guarantee such levels will be maintained.

The awarded bank agrees to automatically invest the respective available balances in the BOCC, COCC and SOE concentration accounts, and non-primary accounts, on the bank's books at 5:00 P.M. EST, in accounts within the bank. Please explain the method used to calculate the invested balance, the interest rate to be applied, compounding period and the frequency of interest credits. The rate, or index, specified for the account must be available on a daily basis for independent assessment by the Clerk's Office. Please provide a schedule showing the proposed interest rate for the period April 2013 to March 2014.

The Investable balance is calculated by taking the average ledger balance for the month and subtracting the average float. Once this is calculated the balance is multiplied by the interest rate. The interest rate is 1 month Libor + 5bps or a floor of 25bps. The 1 month Libor rate is established on a daily basis. Once the interest is calculated it is accrued towards the balance on a daily basis. Interest is compounded daily. The total interest is credited to the account at the end of the month.

The schedule proposed below is assuming the average collected balance for each day of the month is the amount listed for each entity.

Month	BOCC	COCC	SOE		
End	Concentration	Concentration	Concentration	Total	Interest Earned
13-Apr	\$38,916,137	\$39,076,570	\$232,334	\$78,225,041	\$16,062.43
13-May	19,110,953	42,316,422	280,888	61,708,263	\$13,093.35
13-Jun	30,829,572	42,597,947	304,546	73,732,065	\$15,139.86
13-Jul	45,017,195	40,929,384	265,856	86,212,435	\$18,292.68
13-Aug	44,617,496	43,572,822	291,890	88,482,208	\$18,168.60
13-Sep	56,227,459	39,118,633	321,005	95,667,097	\$19,643.91
13-Oct	32,236,359	30,471,747	660,401	63,368,507	\$13,445.62
13-Nov	76,253,754	33,003,126	700,566	109,957,446	\$22,578.24
13-Dec	48,184,730	33,516,224	673,026	82,373,980	\$17,478.17
14-Jan	74,329,761	35,817,611	707,332	110,854,704	\$23,521.31
14-Feb	73,837,381	35,917,168	716,616	110,471,165	\$21,171.33
14-Mar	96,515,171	32,012,398	674,327	129,201,896	\$27,414.24
Avg. Balance	\$53,006,331	\$37,362,504	\$485,732	\$90,854,567	



In the event that any concentration account should have a negative balance there will not be any interest or penalty assessed. **The Clerk will not accept any exceptions to this specification.**

Fifth Third Bank acknowledges this requirement and can comply with the request.

Alternative Overnight Investment

Alternative overnight investments may be proposed but only as an optional proposal. Please provide the services specified above in your proposal, with an attachment describing the alternative proposal. Alternative proposals may be accepted if they are considered “deposits” and are thus covered by Florida Statutes, Chapter 280, and they provide the same level of and security and service outlined above. **The Clerk is interested in maximizing investment return without increased risk or loss of flexibility.**

Fifth Third Bank does not have a recommendation for an alternative overnight investment at this time.

C. Electronic Cash Management

The bank will provide electronic cash management services capable of providing at least the following on all BOCC, COCC and SOE accounts:

1. Previous day detail reporting by 8:00 A.M. EST.
2. Current day balance and detail reporting by 8:00 A.M. EST, and intra-day ACH and controlled disbursement reporting by 1:30 P.M. EST.

Fifth Third Direct’sSM Account Management and Payments (AMP) module gives you a clear view of your cash position throughout the day, helping you make informed decisions regarding financing and investment needs. Prior day data is available to the information reporting platforms by 6:00 a.m. EST and Intraday data is provided at 8:00 a.m., 1:00 p.m., 7:00 p.m. and 9:00 p.m., EST. Intraday reporting allows you to view current day ACH, wire and internal transfer activity.

Account Management & Payments	
Intra Day Data Availability and Cutoff Times (all times ET)	
Intra Day Information Data Availability (Fifth Third Bank Accounts)	
ACH	7:00 a.m., 1:00, 7:00, 9:00 p.m., 12:00 a.m.
Controlled Disbursement- First Presentment	8:30 a.m.



Controller Disbursement- Second (Final) Presentment	10:00 a.m.
Controlled Disbursement- Check Detail	11:30 a.m.
Wire Transfer	7:15 a.m. - 8:30 p.m. (every 5 minutes)
Wholesale Lockbox	10:00 a.m., 1:00 p.m.
Cash Letter	8:30 a.m., 1:00 p.m.

3. Stop payment inquiry capability for accounts payable and payroll checks.

The County will benefit from the Fifth Third Direct Stop Payment module with the following features:

- Single check or check range inquiry capability
- Stop Payment confirmation tracking number assigned to all entries
- Status, including if the check was already paid (6 months of check clearing history is reviewed to determine if a requested stop payment check has already cleared the bank)
- Stop Payment History reporting includes stops placed on accounts through any channel, including telephone and email to your reconciler or dedicated client specialist
- Stop Payments are effective for 6 months
- Stop Payments are effective immediately and report directly to the teller line

Stop payments can be placed through our online portal Fifth Third Direct and are effective for 6 months. Through our Bank Maintained Positive Pay customers can elect to have stale dated items reported as suspect item, or select a default disposition on the items to pay or return. This is aside from the account level disposition. After 6 months a check is considered stale dated and Fifth Third Bank is not obligated to pay that item. Notification is not available on expiring stop payments at this time.

4. Initiate repetitive and non-repetitive wires via the internet.

Our Wire Transfer Services can provide County a reliable, secure, and immediate method for transferring domestic or USD international payments along with detailed routing and transaction information. You can initiate wire transfers as needed, or up to ten days in advance. You can also wire standing orders automatically, according to a pre-arranged schedule.



- Repetitive wires – Use repetitive wires to make frequent transfers to the same credit party. We store templates with the receiving party’s pertinent information, so that all you have to do is fill in the dollar amount and date at the time of the transfer request.
 - Non-repetitive or free-form wires – With non-repetitive or free-form wires, the debit and credit party vary for each item. A higher level of security is usually required for these transactions.
 - Drawdown wires – Drawdown wires are typically requests made by a client to initiate a wire transfer to debit another account held by the company either within Fifth Third Bank or at another bank. Clients primarily use these transfers for concentration purposes.
5. Positive pay service for checks and ACH transactions, with the ability to send multiple daily files, as well as offer the capability to remove a check or ACH from a file and receive electronic notification of exception items.

Fifth Third Bank’s Positive Pay services allows for multiple files to be transmitted daily. Positive Pay Check issues or deletes can be submitted either through Fifth Third Direct’s Issue Management module or a transmission file until 7:00 p.m. ET for those adds/deletes to be applicable to checks clearing that same night.

ACH Positive Pay is an Internet-based service similar to Check Positive Pay, the County currently has the ability to decide whether an ACH item should be paid or returned. ACH Positive Pay service is designed to:

- Help protect your accounts from unauthorized ACH debit transactions
- Enable you to make on-line Pay or Return decisions on unrecognized or exception ACH debits
- Improve self-service maintenance of ACH blocks and filters

Fifth Third Bank’s Check and ACH Positive Pay services offer email notification of unrecognized checks or ACH debits. A report is available of ACH transactions that have been returned as unauthorized transactions via the Reports and Statements Module.

In the event the County has to reverse or delete an ACH items within an ACH file transmission, it is preferred that the County communicate ACH transaction / batch reversals and deletions via fax.

- a. Fifth Third does not modify transactions once they have been originated. Erroneous transactions must be deleted and a new transaction originated.
- b. Your authorized Administrator completes a standard Fifth Third Bank document and faxes it to the ACH Operations department. The delete is processed shortly after receipt of the request.
- c. The deadline for reversing or deleting a file, batch, or item is dependent on when the files are submitted to the Bank for processing.



In general, deletions for credit transactions should be sent at least three business days prior to the settlement date. Deletions for debit transactions should be sent at least two business days prior to the settlement date. Reversals must be requested no more than 5 days after the settlement date.

- d. Only an originator's authorized Administrator from your organization can submit requests.
- e. An originator's authorized representative must submit requests for deletions or reversals.
- f. The rest of the file can be released, if Fifth Third has not distributed the ACH transaction(s) to the Bank's ACH Operator. Fifth Third can delete transactions at the entry, batch, or file level

You may contact the ACH Department to confirm that a file, batch, or item was reversed as requested. Alternatively, the City's ACH Direct Send Administrator can originate a file containing reversals by putting "REVERSAL" in the batch header. An originator's authorized representative must make requests for deletions or reversals.

For files submitted through Account Management & Payments, the users has the ability to future date an ACH file and also establish reoccurring file transmissions. Fifth Third will warehouse future-dated transactions up to 30 days.

Transactions are maintained for online reporting for 30 days after the effective date for those customers using Fifth Third Direct Account Management and Payments.

In addition, provide information on the bank's electronic cash management services, and whether or not the above criteria can be met. Please include all related hardware and software requirements.

Fifth Third Direct (and associated services) requires no bank-specific software, but does require the use of an Internet browser.

Fifth Third recommends the following technical environment for optimal Fifth Third Direct system performance:

- Windows /2000/XP
- Processor speed of 266 or higher (any IBM compatible)
- 256 MB RAM recommended
- Microsoft Internet Explorer version 5.5 or higher. The use of Netscape Navigator, alternative browsers or BETA versions may have unpredictable results.
- 256-color video display adapter
- Sufficient hard drive space for local storage of reports (actual space required will vary based on the number of reports and activity)
- High-speed Internet connection (e.g. DSL or T1) or 56K minimum speed for dial-up access.



D. Wire Transfer Services

The Clerk will require dual release for all outgoing wire transfers. At no time will the Clerk permit or assign the authority for any one individual employee the capability of executing outgoing funds transfers independently.

1. Describe in detail your financial institution’s security procedures for electronic fund transfers (EFT).

We incorporate the latest security technology into our front- and back-end processing to ensure that our Wire Transfer Services remain dependable and secure. We also include extensive security and controls throughout the transfer process to ensure the integrity of the transactions. Fifth Third strongly recommends that all customers implement Dual Control over wire initiation. Dual Control requires two separate users to process wires: one to originate and a second, separate user, to approve. Dual control provides an additional hurdle to cyber attackers, preventing access to your computer, and offers clients enhanced internal risk management. Your designated security administrator will establish and manages the user profiles, assigning varying levels of security based on the County’s operational procedures.

2. What is the latest time an outgoing EFT can be released?

Payment Initiation Cutoff Times	
ACH- Direct Send Book Transfer (Same Day Settlement) Next Day Settlement 2 or more Days Settlement We also offer, as a premium service, an 11:30 p.m. cutoff.	10:00 p.m. EST
ACH- Internet Book Transfer (Same Day Settlement) Next Day Settlement 2 or more Days Settlement	8:00 p.m. EST
Wire Transfer - Domestic Fedwire	5:30 p.m. EST
Wire Transfer - USD International	4:00 p.m.
Wire Transfer International Same Currency	2:00 p.m.
Wire Transfer - Canadian Branch/Canlink (Same Day)	4:00 p.m.



Stop Payments	10:00 p.m.
Account Transfer - DDA or SAV	9:00 p.m.
Account Transfer - Commercial Loan	7:00 p.m.

E. ACH Payables and Payroll Direct Deposit

The awarded bank shall have the ability to provide ACH services for the direct deposit of payroll and payables. The bank shall be capable of receiving this data via direct transmission in standard NACHA format, with credit entries directed to the employee’s or vendor’s account at any participating financial institution. Responses to the following must be included in each proposal:

Fifth Third Bank acknowledges this requirement and can comply with the request.

1. Provide required file format and ACH agreement.

Please see the Master Treasury Agreement included as Appendix C. The Master Treasury Agreement includes ACH services.

ACH ENTRY DETAIL RECORD - ARC, BOC

FIELD	1	2	3	4	5
DATA ELEMENT NAME	RECORD TYPE CODE	TRANSACTION CODE	RECEIVING DFI ID	CHECK DIGIT	DFI ACCOUNT NUMBER
Field Inclusion Requirement	M	M	M	M	R
Contents	'6'	*Numeric	*TTTTAAAA	*Numeric	Alphanumeric
Length	1	2	8	1	17
Position	01-01	02-03	04-11	12-12	13-29



6	7	8	9	10	11
AMOUNT	CHECK SERIAL NUMBER	INDIVIDUAL NAME/COMPANY NAME	DISCRETIONARY DATA	ADDENDA RECORD INDICATOR	TRACE NUMBER
M	M	O	O	M	M
\$\$\$\$\$\$cc	Alphameric	Alphameric	Alphameric	*Numeric	*Numeric
10	15	22	2	1	15
30-39	40-54	55-76	77-78	79-79	80-94

***NOTES:**

- Field 2 Most common values for this field are:
 22 - Credit to Checking Account
 27 - Debit to Checking Account
 32 - Credit to Savings Account
 37 - Debit to Savings Account
 23 - Credit Prenote to Checking Account
 28 - Debit Prenote to Checking Account
 33 - Credit Prenote to Savings Account
 38 - Debit Prenote to Savings Account
- Field 3 The Transit and Routing number for the bank where the account is held.
 NOTE: Any Transit and Routing number that begins with a 5 is INVALID and should not be used.
- Field 4 This is the 9th digit of the Transit and Routing number. If the 9th digit is not known, use the following formula to calculate the check digit:
 Multiply each digit of the Routing number by the weight factor:
 Position: 1 2 3 4 5 6 7 8
 Weights: 3 7 1 3 7 1 3 7
 Add the results of each multiplication.
 Subtract the sum from the next highest multiple of 10. The result is the check digit.
 Example: Routing Number - 0 4 2 0 0 0 3 1
 Multiply by weight factor: 3 7 1 3 7 1 3 7
 Sum: 0 28 2 0 0 0 9 7 = 46
 Check Digit = 4 (50 minus 46)
- Field 10 The value for this field should be:
 0 - If no addenda records follow this record.
 1 - If addenda records are included.
- Field 11 First 8 digits must contain the following numbers: 24207175
 The next 7 digits will be the sequence number of the record beginning with 0000001 for the first record, 0000002 for the second record and so on.



ACH ENTRY DETAIL RECORD - CCD, PPD, TEL

FIELD	1	2	3	4	5
DATA ELEMENT NAME	RECORD TYPE CODE	TRANSACTION CODE	RECEIVING DFI ID	CHECK DIGIT	DFI ACCOUNT NUMBER
Field Inclusion Requirement	M	M	M	M	R
Contents	'6'	*Numeric	*TTTTAAAA	*Numeric	Alphameric
Length	1	2	8	1	17
Position	01-01	02-03	04-11	12-12	13-29

6	7	8	9	10	11
AMOUNT	ID NUMBER	INDIVIDUAL NAME/COMPANY NAME	DISCRETIONARY DATA	ADDENDA RECORD INDICATOR	TRACE NUMBER
M	O	R	O	M	M
\$\$\$\$\$\$\$cc	Alphameric	Alphameric	Alphameric	*Numeric	*Numeric
10	15	22	2	1	15
30-39	40-54	55-76	77-78	79-79	80-94

***NOTES:**

Field 2 Most common values for this field are:

22 - Credit to Checking Account

27 - Debit to Checking Account

32 - Credit to Savings Account

37 - Debit to Savings Account

23 - Credit Prenote to Checking Account

28 - Debit Prenote to Checking Account

33 - Credit Prenote to Savings Account

38 - Debit Prenote to Savings Account

Field 3 The Transit and Routing number for the bank where the account is held.



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NOTE: Any Transit and Routing number that begins with a 5 is INVALID and should not be used.

Field 4 This is the 9th digit of the Transit and Routing number. If the 9th digit is not known, use the following formula to calculate the check digit:

Multiply each digit of the Routing number by the weight factor:

Position: 1 2 3 4 5 6 7 8

Weights: 3 7 1 3 7 1 3 7

Add the results of each multiplication.

Subtract the sum from the next highest multiple of 10. The result is the check digit.

Example: Routing Number - 0 4 2 0 0 0 3 1

Multiply by weight factor: 3 7 1 3 7 1 3 7

Sum: 0 28 2 0 0 0 9 7 = 46

Check Digit = 4 (50 minus 46)

Field 10 The value for this field should be:

0 - If no addenda records follow this record. TEL items must be 0.

1 - If addenda records are included.

Field 11 First 8 digits must contain the following numbers: 24207175

The next 7 digits will be the sequence number of the record beginning with 0000001 for the first record, 0000002 for the second record and so on.

ACH ENTRY DETAIL RECORD - WEB

FIELD	1	2	3	4	5
DATA ELEMENT NAME	RECORD TYPE CODE	TRANSACTION CODE	RECEIVING DFI ID	CHECK DIGIT	DFI ACCOUNT NUMBER
Field Inclusion Requirement	M	M	M	M	R
Contents	'6'	*Numeric	*TTTTAAAA	*Numeric	Alphameric
Length	1	2	8	1	17
Position	01-01	02-03	04-11	12-12	13-29



6	7	8	9	10	11
AMOUNT	ID NUMBER	INDIVIDUAL NAME/COMPANY NAME	PAYMENT TYPE CODE	ADDENDA RECORD INDICATOR	TRACE NUMBER
M	O	R	R	M	M
\$\$\$\$\$\$cc	Alphameric	Alphameric	Alphameric	*Numeric	*Numeric
10	15	22	2	1	15
30-39	40-54	55-76	77-78	79-79	80-94

***NOTES:**

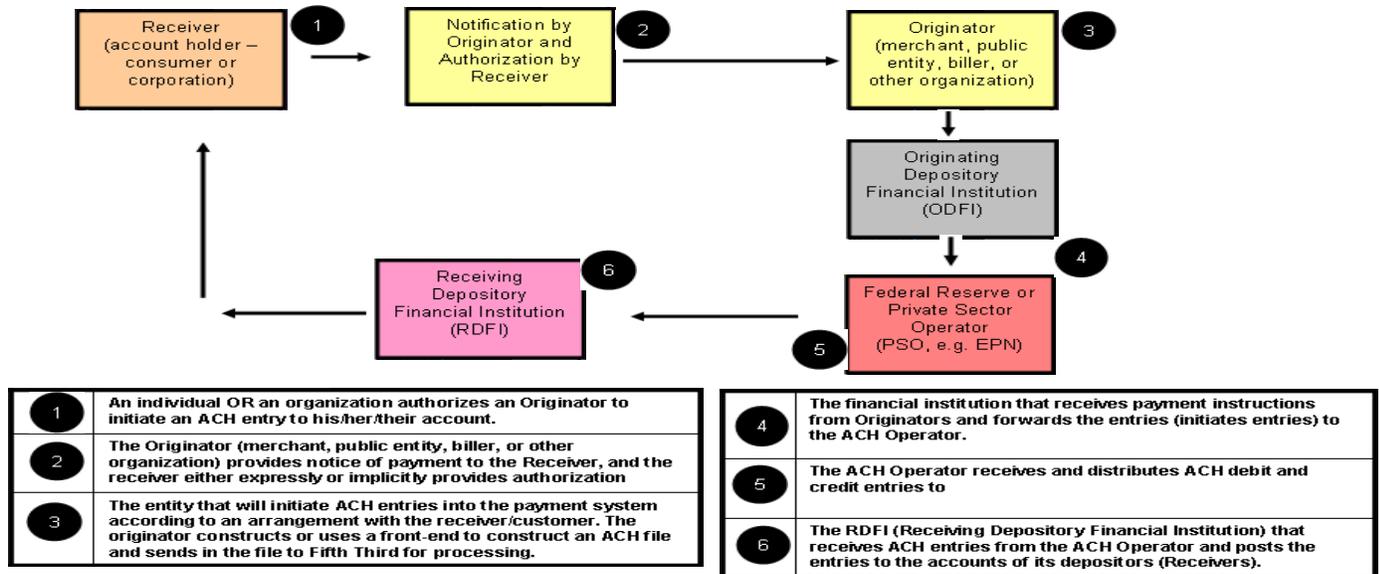
- Field 2 Most common values for this field are:
- | | |
|---------------------------------|---|
| 22 - Credit to Checking Account | 23 - Credit Prenote to Checking Account |
| 27 - Debit to Checking Account | 28 - Debit Prenote to Checking Account |
| 32 - Credit to Savings Account | 33 - Credit Prenote to Savings Account |
| 37 - Debit to Savings Account | 38 - Debit Prenote to Savings Account |
- Field 3 The Transit and Routing number for the bank where the account is held.
NOTE: Any Transit and Routing number that begins with a 5 is INVALID and should not be used.
- Field 4 This is the 9th digit of the Transit and Routing number. If the 9th digit is not known, use the following formula to calculate the check digit:
- Multiply each digit of the Routing number by the weight factor:
- Position: 1 2 3 4 5 6 7 8
Weights: 3 7 1 3 7 1 3 7
- Add the results of each multiplication.
Subtract the sum from the next highest multiple of 10. The result is the check digit.
- Example: Routing Number - 0 4 2 0 0 0 3 1
Multiply by weight factor: 3 7 1 3 7 1 3 7
Sum: 0 28 2 0 0 0 9 7 = 46
Check Digit = 4 (50 minus 46)
- Field 10 The value for this field should be:
- 0 - If no addenda records follow this record.
 - 1 - If addenda records are included.
- Field 11 First 8 digits must contain the following numbers: 24207175
The next 7 digits will be the sequence number of the record beginning with 0000001 for the first record, 0000002 for the second record and so on.



Additional file formats are available for CIE, CTX, MTE, POP, POS, SHR, and RCK if required.

2. Instructions for the origination of ACH entries.

Utilizing ACH Payables and Receivables solutions, Fifth Third clients can pay funds to or collect funds from account holders by originating ACH (debits or credits) with the Bank. The following illustrates the process flow and defines the ACH Network participants:



All ACH files are required to be in the NACHA format. Fifth Third can accept a file via a direct-send. A file can be sent directly via FTP, Connect:Direct, or through an upload process available on Fifth Third Direct.

3. Describe the security procedures, including file encryption.

Multi-level Authentication is used to verify data access and entry through the Internet portal, Fifth Third Direct.

Encryption is used for file transmissions. Fifth Third supports the following encryption methods:

- FTP over a VPN
- Secure File Transfer Protocol (SFTP or FTP using SSH) – Requires the exchange of an SSH key
- FTPS or File Transfer Protocol Secure (FTPS or FTP using SSL) – Requires the use of an X509 certificate, or SSL certificate.
- Fifth Third Direct (https)



- **PGP Encryption**, which encrypts the transmission payload. PGP can be added to any of the above mentioned protocols.

For Direct Send Transmission origination, Fifth Third Bank uses a sophisticated Voice Response Unit (VRU) or an Internet-based File Authentication Module for file verification. After sending an ACH file to the bank, ACH Direct Send clients are required to call the VRU or enter the total amount of the file online within the File Authentication Module. If the amount of the file differs from the amount reported, an ACH Customer Service Representative initiates a telephone call to the primary contact on the account to determine and resolve the discrepancy. This process is required to provide additional security for our customers.

Any payment file that is sent via direct transmission must be authenticated before it can be processed. Authentication requires the re-entry of the total dollar amount to ensure the correct file was transmitted. We ask that you verify file totals within 15 minutes of transmitting the file. This procedure serves as a dual control prior to file processing.

Authentication can be provided in one of three ways:

- **Fifth Third Direct File Authentication Module**
- **Telephone / VRU**
- **Electronic Control Totals**

4. Instructions for error resolutions in file transmission.

Fifth Third Bank provides an acknowledgement at the time of processing that contains the data elements requested, including confirmation of the number of transactions, the total dollar amount, the settlement date, and the erred transactions for all files delivered. Fifth Third Bank will provide the acknowledgement within 30 minutes of the receipt and authentication of files.

For Direct Send Transmission origination, Fifth Third Bank will deliver an acknowledgment file to the designated mailbox with 30 minutes of receipt and authentication of files.

If the amount of the file differs from the amount reported, an ACH Customer Service Representative initiates a telephone call to the primary contact on the account to determine and resolve the discrepancy. This process is required to provide additional security for our customers.

5. Number of days the file must be received prior to the effective pay date.

Fifth Third Bank recommends submitting ACH files 2 days prior to the effective date to allow for corrections if needed.



6. Indicate when the off-setting debit will post to the respective accounts (BOCC, COCC and SOE).

The off-setting debit will post to the respective account on the effective date of the file.

7. Do you provide ACH return notification, and if so, how is the electronic information transmitted?

Return items are received twice daily from ACH and are memo posted to the customer's account at the opening of business on the settlement day of the return. ACH returns are reported to customers through the following methods: Electronic, NACHA Returns, FAX, and Information Reporting service.

8. Provide a 12 – month calendar of banking holidays, with assurance that holidays will not affect direct deposit transmission dates. The Clerk's holiday schedule for calendar year 2014 is available at www.CollierClerk.com.

2014 Holidays

Fifth Third Bank adheres to the federal holiday calendar, which recognizes 10 holidays in 2014.

New Year's Day	Wednesday, Jan. 1, 2014
Dr. Martin Luther King, Jr. Day*	Monday, Jan. 20, 2014
Washington's Birthday*	Monday, Feb. 17, 2014
Memorial Day	Monday, May 26, 2014
Independence Day	Friday, July 4, 2014
Labor Day	Monday, Sept. 1, 2014
Columbus Day*	Monday, Oct. 13, 2014
Veterans Day*	Tuesday, Nov. 11, 2014
Thanksgiving Day	Thursday, Nov. 27, 2014
Christmas Day	Thursday, Dec. 25, 2014

9. Make provisions for electronic acknowledgment of each file transmission that is sent, identifying the total dollar amount of the file and the number of transaction(s).

Fifth Third Bank provides an acknowledgement at the time of processing that contains the data elements requested, including confirmation of the number of transactions, the total dollar amount, the settlement date, and the erred transactions for all files delivered. Fifth Third Bank will provide the acknowledgement within 30 minutes of the receipt and authentication of files.

For Direct Send Transmission origination, Fifth Third Bank will deliver an acknowledgment file to the designated mailbox with 30 minutes of receipt and authentication of files.



Any payment file that is sent via direct transmission must be authenticated before it can be processed. Authentication requires the re-entry of the total dollar amount to ensure the correct file was transmitted. We ask that you verify file totals within 15 minutes of transmitting the file. This procedure serves as a dual control prior to file processing.

Authentication can be provided in one of three ways:

- Fifth Third Direct File Authentication Module
- Telephone / VRU
- Electronic Control Totals

F. Positive Pay Services

The financial institution shall be capable of providing positive pay services for all checks and ACH transactions. Each proposal must include a response to the following:

We offer several variations of the traditional Positive Pay Service to provide you with additional fraud protection options.

- **Bank Maintained Positive Pay – Next day fraud prevention services by matching posted items to the client’s check issue records. Exception items are presented to you through Fifth Third Direct.**
- **Payee Name Verification – This enhanced Positive Pay service mitigates fraud on the check payee line**
- **Perfect Posting Positive Pay – Eliminates encoding errors and offers expanded decision windows over traditional positive pay**
- **Client Maintained Positive Pay (Reverse Positive Pay) – If you want to maintain your issue file internally, Reverse Positive Pay allows you to review all checks presented each day and return fraudulent items within the Regulation CC check return timelines.**

Fifth Third Bank offers Payee Line Positive Pay which is an enhancement to Bank Maintained Positive Pay. This feature monitors paid items at the payee level to identify and prevent payee fraud. Perfect Posting Positive Pay is also available which is a unique blend of fraud prevention and Controlled Disbursement reporting services. Perfect Posting Positive Pay exception items are provided earlier in the morning in a scrubbed environment. The service provides the following benefits:

- **Correction of encoding errors prior to posting to DDA provides a precise daily account balance and eliminates the need for miscellaneous adjustments to the account.**
- **Stop payments are acknowledged and returned prior to DDA posting.**
- **An optional file containing daily paid checks is available for delivery on the same day as check presentment.**
- **An extended decision window is provided from 6:00 a.m. to 12:00 p.m. EST on the day after presentment.**



1. Provide the required file format.

STANDARD TRANSMISSION INPUT FILE SPECIFICATIONS FOR PAYEE LINE ISSUES

```

10052001234567800000815482002091700000009410POL#41004      VRANDI DEVOR
10052001234567800000815492002091700000063098POL#12003      REBECCA WARD
10052001234567800000815502002091700000002166OFFICE SUPPLIES SARA LEIMAN
20052001234567800000000032002091700000074674              JOHN SMITH
10001009876543200000106162002091700000035000POL#126653333  LAMOND JONES
20001009876543200000000012002091700000035000              JANE DOE
300529999999999900000000042002091700000109674              JIM JAMES
    
```

Detail Record or "10" Record

Detail Indicator	Bank Number		Account Number		Serial/ Check Number		Issue Date of Check		Amount			
Description	Static 2-digit field indicating a detail record		Provided by Fifth Third Bank, will be static by Account Number		Your Fifth Third Bank Account Number		Serial/Check number printed on the check		Date the check was created		Amount of the check	
Position Beg / End	01	02	03	05	06	15	16	25	26	33	34	44
Format	10		Right Justified Zero Filled		Right Justified Zero Filled		Right Justified Zero Filled		YYYYMMDD		Right Justified Zero Filled, Implied Decimal Point, and No Negatives	
Example	10		052		0012345678		0000815482		20020917		00000009410	

Additional Data		Void Indicator		Payee	
Most often used by customer to store extra information. Not used by system		Used to indicate a voided item that has not been issued. Does not impact the Amount Field layout		Payee name	
45	59	60	60	61	140
Left Justified Space Filled		"V" for Void Space if None		Payee data	
RANDI DEVOR		V		JOHN SMITH	

Account Total Record or "20" Record

Account Total Indicator	Bank Number		Account Number		Number of Checks for the Account		File Date		Amount of Checks for the Account		Filler			
Description	Static 2-digit field indicating a detail record		Should be the same as the account being totals		The Account Number being totaled		The count of the checks in the Account Number being totaled		Date the check was created		Sum of the amounts of the checks being totaled		Not Used	
Position Beg / End	01	02	03	05	06	15	16	25	26	33	34	44	45	140
Format	20		Right Justified Zero Filled		Right Justified Zero Filled		Right Justified Zero Filled		YYYYMMDD		Right Justified Zero Filled, Implied Decimal Point, and No Negatives		Space Filled	
Example	20		052		0012345678		000000003		20020917		00000074674			



File Total Record or "30" Record

Description	File Record Indicator		Bank Number		Filler		Number of Checks in File		File Date		Amount of Checks in File		Filler	
	Static 2-digit field indicating a detail record		Static 3-digit Field		Static Field		The count of the checks in the file		Date the file was created		Sum of the amounts of the checks in the file		Not Used	
Position Beg / End Format	01	02	03	05	06	15	16	25	26	33	34	44	45	140
Example	30		Right Justified Zero Filled		All Nines "9999999999"		Right Justified Zero Filled		YYYYMMDD		Right Justified Zero Filled, Implied Decimal Point, and No Negatives		Space Filled	
	30		???		9999999999		0000000004		20020917		00000109674			

2. Include the bank's positive pay agreement.

Please see the Master Treasury Agreement included as Appendix C. The Master Treasury Agreement includes the Positive Pay services.

3. The financial institution must be able to receive a direct data file transmission.

Fifth Third Bank acknowledges this requirement and can comply with the request.

4. What is the maximum frequency with which these transmissions can occur?

There are no frequency limitations with Positive Pay transmissions.

5. Exception items must be presented to the Clerk's Office electronically. Please provide the time that they will be available. No item shall be cleared without approval of the Clerk's office.

For Bank Maintained Positive Pay, exception items are presented to the County through Fifth Third Direct by 10:00 a.m. ET. The deadline for reporting exceptions to the County for the Perfect Posting Positive Pay product is 8:00 a.m.

The County's response deadline for pay or return decisions on any Positive Pay exception item is 2:00 p.m. ET.

7. Provide the latest time the bank will accept a positive pay file transmission for current day activity.

Clients using Bank Maintained Positive Pay are required to transmit check issue information to Fifth Third Bank as often as they issue checks and in the bank's standard format. All daily files should be transmitted to Fifth Third Bank by 7:00 p.m. EST.

G. Account Reconciliation and Statements

The bank will provide monthly bank statements and online reconciliation services for the accounts specified and for those established during the term of this contract. The following are minimum requirements for these services:



1. Provide cleared check information electronically, on a daily basis and per cleared item.

Through Fifth Third Direct Account Management and Payments (AMP), the County can view images of checks, deposit tickets, and debit/credit memos. Through AMP the County can view the front and back of the images and retrieve 180 days of historical information.

2. Provide the BOCC, COCC and SOE account reconciliation data online, aggregated by bank account.

Fifth Third Bank offers Account Reconciliation (ARP) which allows you to upload a list of all the checks that you issue. The bank then reconciles the account on a daily basis. At the end of the month we produce bank statements via paper, online on Fifth Third Direct or via file transmission that will show not only which checks have cleared, but also which ones have not.

3. Provide monthly statements within ten business days after the end of the calendar month.

Bank Statements are mailed to clients within five business days after the statement cycle cut-off. Statements are available online the morning following the statement cycle cut-off and can be downloaded in PDF format. Account Analysis statements are available on the 10th business day of every month and can be retrieved either through a direct send file or by downloading through our Internet portal, Fifth Third Direct. Typically, the analysis statement is mailed to the customer within 72 hours after analysis is processed.

4. The bank will provide all debit and credit memorandums with each monthly statement.

Images of debit or credit memorandums posted to the County's accounts will be provided on the monthly image statement. Through Fifth Third Direct Account Management and Payments (AMP), the County can view images debit and/or credit memos and retrieve 180 days of historical information.

5. All cancelled check and deposit images will be available online to the Clerk's Office within 10 days after the end of the calendar month.

Image capture of all paid checks and deposits for Collier County will be provided through Image File Transmission. Paid check and deposit images are available within 2 business days after the end of the calendar month.

Image capture is also available through CD-ROM and Account Management and Payments. CD-ROM is available on a daily, weekly, or quarterly basis and is sent within six business days of the designated cut off time. Account Management and Payments is available for 6 months of history. Additional history is available through our 7- year online archive for an additional fee.



6. Provide details of your imaging service including system features and hardware requirements.

Image capture is available through a file transmission, CD-ROM and Account Management and Payments. File transmission and CD-ROM is available on a daily, weekly, or quarterly basis. The CD-ROM and is sent within six business days of the designated cut off time. Account Management and Payments is available for 6 months of history. Additional history is available through our 7- year online archive for an additional fee.

By utilizing image file transmission it will allow the County quicker access by having the ability to download the images. This streamlines search capabilities by allowing the County to search months or even years of data. It also eliminates the space and required security in storing CD-ROMS.

Hardware and Software Recommendations

- Windows Version 7 or higher
- PC with a CD-ROM drive
- 100 MB or greater available memory on the hard disk
- 1 GB RAM
- VGA or color monitor
- HP Ink Laser Jet, or compatible printer

Communications Recommendations

- 128k ISDN - Integrated Systems Digital Network line
- 68k ADSL - Asynchronous Digital Subscriber line
- 1000k Cable Modem
- 1500k T1 line
- 3000k T3 line
- Use of a 28k or 56k Modem is not recommended, given the size of image file downloads

H. Account Analysis Statements

1. The bank agrees to provide separate monthly analysis statements for each of the BOCC, COCC and SOE accounts.

Fifth Third Bank acknowledges this requirement and can comply with the request.

2. Monthly summary analysis will be provided showing the combined activity for all BOCC, COCC and SOE accounts.

Fifth Third Bank acknowledges this requirement and can comply with the request.



3. The analysis statements will, at a minimum, itemize the services provided, volume processed, unit charges and extended totals.

Fifth Third Bank acknowledges this requirement and can comply with the request.

4. Monthly analysis statements will be made available online.

Bank Statements are mailed to clients within five business days after the statement cycle cut-off. Statements are available online the morning following the statement cycle cut-off and can be downloaded in PDF format. Account Analysis statements are available on the 10th business day of every month and can be retrieved either through a direct send file or by downloading through our Internet portal, Fifth Third Direct. Bank and analysis statements will be sent via US Mail. Analysis statements are typically mailed to the customer within 72 hours after analysis is processed. Alternate delivery methods are direct transmission, or EDI 822.

I. Daylight Overdraft

Occasionally, the BOCC concentration account sends out a large outgoing wire transfer which necessitates the funds to cover these transactions be wired from an outside investment source (i.e., custodial account). Generally, the outgoing wire is ready for processing prior to the receipt of the funds necessary to cover this transaction, thereby creating a daylight overdraft. The successful proposer will demonstrate the ability to cover these overdrafts without assessing penalties or interest.

In the event a ACH file or wire transfer would overdraft the account it would require the approval from the Relationship Manager prior to the payment being released. Fifth Third Bank has the ability to provide daylight overdraft protection, upon credit approval, to assure ACH and wires are processed if an overdraft situation would occur. Fifth Third Bank will work with the County to determine the appropriate amount required if the County determines the service is needed.

J. Foreign Items

Please describe the process required by your financial institution for depositing foreign checks.

Foreign items drawn on the currency of the country (as well as USD in Canada) are given immediate credit if less than \$5,000 USD equivalent, and are sent for Collection if over \$5,000. Collection can take 2-8 weeks, depending upon the country and response time of the bank on which it is drawn. From time to time, a Relationship Manager may give approval for immediate credit for items over \$5,000.



K. Payment for Banking Services

Please discuss the methods of fee payment available to the County. If an earnings credit methodology is proposed please provide the details for its calculation and the calculation of the earnings credit rate (ECR). In addition, please provide a minimum ECR rate. Direct invoice payment terms shall be net 45 days from date of receipt. At no time shall the bank automatically debit any account for service charges or fees.

Fifth Third Bank is able to meet the monthly invoice requirement, however in the event the invoice is not paid by day 60 the amount due will be direct debited from the DDA.

Complete the applicable unit price for services along with the monthly totals for each line item in Exhibit A. In addition, at the bottom of Exhibit A, **include any fees your institution will assess that may not appear in this exhibit or that are related to expanded services.**

Exhibit A has been provided as part of the RFP Pricing Response

L. Retail Lockbox Services

The BOCC currently utilizes a lockbox for the collection and processing of utility payments. A response to the following must be included in each proposal:

1. Provide the bank's retail lockbox agreement.

Please see the Master Treasury Agreement included as Appendix C. The Master Treasury Agreement includes the Retail Lockbox services.

2. Please indicate the proposed location of the lockbox site, including address. Also, provide an alternate lockbox processing location in the event the primary location is unable to process payments.

Fifth Third Bank is recommending our Miami, Florida lockbox location as primary processing facility. Our Miami lockbox site is located at 5715 NW 158th Street in Hialeah, Florida. An alternate processing location is located in Cincinnati, Ohio. Our Cincinnati lockbox site is located at 5050 Kingsley Dr, Cincinnati, Oh 45227.

3. Is the retail lockbox processing being performed by the bank, or by a third party? If by third party, please identify and provide appropriate background information for evaluation.

Fifth Third utilizes a Third Party processor to perform extraction and image services in our Miami location. All data captured by the service provider is housed within Fifth Thirds Retail Lockbox application. No work is captured on a host system and later transmitted to Fifth Third which, in effect, makes the service provider an extension of Fifth Third's extraction and image process. This offers Fifth Third far more control over the process. In addition, agreements are in place to address service levels and performance. The extraction and capture services are performed by HOV Services. The company profile is listed below and additional information can be found at www.hoveservices.com.



HOV Services Company Profile

HOV Services strives to exceed expectations for every one of our customers. As a leader in Global Business Process Outsourcing, we develop fully integrated solutions that combine best-of-breed technology, leading-edge infrastructure and domain expertise to give you the most streamlined process available. Our end to end solutions for healthcare, banking and publishing and our e-content management solutions coupled with workflow based large volume transaction processing services set standards for the industry. HOV Services applies LEAN Six Sigma techniques to improve quality, reduce cost and improve cycle time of your business processes.

HOV Services' customers include over 50% of FORTUNE 100® companies across key verticals such as financial services, telecommunications, healthcare, insurance, construction, publishing, finance and accounting and government. Our customers are serviced from more than 50 locations across North America, as well as India, China and Mexico and our dedicated base of more than 12,000 employees are committed to exceeding expectations every time.

For our customers, we create value by providing quality products and services that are delivered reliably and cost effectively to enhance their ability to operate profitable businesses. We aspire to "Exceed Expectations" through our innovative solutions, superior customer service and competitive desire to be the best BPO provider to our customers and their industry.

4. The bank must accept a CSV file from the BOCC's Utility Billing and Customer Service Department (UBCS) containing all customer numbers. This file will be sent weekly to the bank and this file will be used to verify that the account numbers, and format, match before the payment file is sent to UBCS.

Fifth Third can accept a CSV file of BOCC's customer numbers.

5. What is the processor's average error rate per 1,000 items processed?

A comprehensive set of operational controls is built into Fifth Third's Lockbox processing, encompassing hardware, software, procedures, funds controls, and physical site security. These controls are assembled in a cohesive manner to ensure processing integrity, quality, and timely delivery.

Key control elements include:

- Comprehensive, mutually agreed-upon processing instructions, documented within the application and accessible online at all times by our processing staff.
- Multiple systemic check points to monitor the integrity of transactions, batches, and deposits
- A logical separation of duties, reviewed regularly by internal auditors.
- Identification and separation of exception-oriented or complex accounts.
- Strict control of checks, cash, and foreign items.
- Controlled access to the building and Lockbox Operation.
- Partnership with the USPS to ensure optimal performance to standards.



- Daily, weekly, and monthly internal meetings and reporting to assess departmental and customer-specific performance.
- Incoming mail is delivered on a predetermined schedule that is published for lockbox personnel. Once received, the number of trays are logged and dated. A visual audit is performed at the end of each processing day to ensure that all conforming mail has been processed. Fifth Third’s Corporate Audit staff periodically tests these procedures to assure compliance.

Please see below for Fifth Third Bank’s average error rates:

Reports are compiled weekly and monthly on an individual customer basis. Performance levels for each indicator are reviewed for variances to standard, and corrective action is taken as needed. Client Service Representatives proactively communicate with clients when errors are identified.

RETAIL LOCKBOX - ALL SITES	Goal	OCT	NOV	DEC
Encoding Accuracy Rate	99.9974%	99.9979%	99.9987%	99.9989%
Misapplied Payment Accuracy Rate	99.9974%	99.9994%	99.9989%	99.9994%
Procedural Accuracy Rate	99.9974%	100.0000%	100.0000%	100.0000%
Distribution Accuracy Rate	99.9950%	100.0000%	100.0000%	100.0000%
Deposit Reporting Accuracy Rate	99.9950%	100.0000%	100.0000%	100.0000%
Failed / Late Detail Reporting Accuracy Rate	99.5000%	99.6678%	99.6555%	99.3016%

Item Processing Error Rate

of Items Processed Incorrectly
Incorrectly – 395 x 10,000

99.9986%

Total # of Items Processed - 29,005,475

Failed/Late Processing Error Rate

of Files Not Processed or
Processed Late – 105 x 1,000

99.6909%

Total # of Files Processed – 33,975



The following is the error rates for Collier County:

	2013	2014
Total files	72,332	33,975
Late files	536	105
Success Rate	99.2590%	99.6909%

	2013	2014
Collier Files	251	108
Collier Late Files	0	0
Success Rate	100.0000%	100.0000%

	2013	2014
LBX Volume	66,305,146	29,005,475
LBX Defects	831	395
LBX Success Rate	99.9987%	99.9986%
LBX DPM	13	14

	2013	2014
LBX Encoding Defects	396	138
LBX Encoding Success Rate	99.9994%	99.9995%
LBX Encoding DPM	6	5

	2013	2014
Collier Volume	311,668	133,153
Collier Defects	5	1
Collier Success Rate	99.9984%	99.9992%
Collier DPM	16	8

	2013	2014
Collier Encoding Defects	2	0
Collier Encoding Success Rate	99.9994%	100.0000%
Collier Encoding DPM	6	0



6. Explain the process that will be used to process payments representing multiple accounts.

Our Retail lockbox currently posts the payments to the multiple accounts listed on the correspondence or check skirt based on the County's processing instructions.

7. The bank must provide online access to payment detail on a same day basis. Such data would include all checks, stub images, customer account number, check number and dollar amount, and be available no later than 2:00 P.M. The bank must also provide internet access to accounts sufficient to allow the viewing of returned checks.

Lockbox file transmission data is currently provided to the County by 3:00 P.M. EST. The transmission time can be adjusted to 2:00 P.M EST if the County desires. Fifth Third Bank has the ability to provide images of the entire transaction in both Retail and Wholesale Lockbox. These images can be presented to the County via Fifth Third Direct, transmission, long term archive, or CD. Images uploaded to Fifth Third Direct are available by 1:00 p.m. ET. Fifth Third Bank will work with the County to provide the images that are required using your preferred media.

In the event an item is returned as insufficient funds the County's account will be debited for the item the day it is received by Fifth Third Bank. Returned checks are processed daily and mailed to the customer. The County will have the ability to see the image via Returns Management the next-business-day. Returns Management via Fifth Third Direct: Provides summary, detail, and chargeback information on returned deposited item activity. Returns Management includes details on both representations and chargebacks, and reporting is maintained for 6 months.

Returns Management via Fifth Third Direct also includes:

- Images of all returned deposited items (the front and back of each check)
- Returned deposited item histories
- Robust search tools
- The ability to export returned deposited item data (for import into Accounts Receivable applications)
- The ability to view, print, and save to local directories returned deposited item images (ex: for attachment in e-mails).

Optional fields include:

- Maker name
- Location / store number
- Check date

8. All information related to payments that do not have either a payment stub enclosed or an account number shown on the check will be sent via overnight mail to UBCS. All correspondence received by the lockbox will also be sent via overnight mail to UBCS.

Fifth Third offers a wide range of services that enable payment exceptions to be resolved efficiently.



WEB Exceptions is a service that allows the County to decision exceptions the same day work is processed by Fifth Third. Retail Lockbox Operations will process work according to your current instructions, and exceptions are sent to the WEB Exception module within the Bank’s Internet portal, Fifth Third Direct. You provide the missing information for each of the transactions prior to an agreed upon deadline and Fifth Third will include the completed information in the County’s daily transmission.

Lookup services (online) enable Fifth Third to retrieve crucial payment information that is necessary to resolve payment exceptions. This service utilizes a secure link into your systems to access relevant customer information necessary for payment processing.

Lookup services (file) enables Fifth Third to retrieve crucial payment information necessary to resolve payment exceptions through the use of a comprehensive customer data file provided by the County to Fifth Third on a predetermined schedule. The County is currently utilizing this service to resolve exception items.

Suspense processing allows Fifth Third to utilize default account information provided by the County to resolve payment exceptions missing necessary data elements in order to enable the corresponding check to be deposited same day.

Fifth Third will also work with the County to customize an exception processing solution that fully meets your particular need.

If the County decides not to utilize one of the exception processes listed above, Fifth Third will send all payments that do not have a coupon or the account number written on the check to UBCS via overnight. In addition Fifth Third will return all correspondence in a similar manner.

9. How frequently is the mail picked up at the lockbox? In addition, what is the last mail pickup time that will be included in that days’ deposit.

For the Miami site all the mail collected at 8:00 A.M EST would be included in the file transmission same day. Ninety percent of mail from the 5:30 a.m. pickup in Cincinnati is processed for same day deposit. Items received after 5:30 a.m. are processed for the next day’s deposit, but still enter the clearing process throughout the evening for collection to obtain optimum availability. All weekend and holiday processing is included in next business day’s work.

Site	Time Zone	Monday – Friday	Saturday	Sunday
Cincinnati (5/3)	ET	01:00, 04:00, 05:00, 07:00, 19:00, 21:00, 23:00	01:00, 04:00, 07:00, 23:00	01:00, 07:00, 21:00
Miami	ET	08:00	08:00	



10. Provide the operating hours of the processor's lockbox department and provide a contact person for the UBCS lockbox account.

The lockbox operating hours are 24 hours 7 days a week. If UBCS has questions or inquiries your contact would be Joan Raborn at 239-591-6398. If additional resources are required to resolve an issue or concern Joan will coordinate those efforts.

11. A fax or e-mail must be provided to the BOCC's Utility Billing Department by 2:00 P.M. EST, each day identifying the total deposit amount and number of transactions.

Fifth Third Bank has the ability to provide a summary report to the County via fax or email that includes the total deposit amount and the number of transactions.

12. Please define the testing and implementation time required to "go live" after the award of contract, including as detailed a schedule as possible.

Since Collier County is an existing client the lockboxes are already active. In the event the County decides to implement enhancements to your existing lockbox set up, your Fifth Third Bank team would work closely with key stakeholders at the County to thoughtfully design a customized implementation plan with jointly agreed upon milestone dates and deliverables.

13. Upon bank selection, lockbox testing must be successfully completed in a timely manner.

Since Collier County is an existing client the lockboxes are already active, therefore lockbox testing would not be required.

14. Please provide protocols for the resolution of errors related to file transmission.

In the event of a file transmission error your Client Advisor, Joan Raborn, is your first point of contact. If additional resources are required to resolve the issue Joan will coordinate those efforts to resolve the issue as promptly as possible.

Additional technical specifications and requirements for Retail Lockbox Services are available upon request.

M. Wholesale Lockbox Services

The BOCC currently utilizes a lockbox for the collection and processing of Emergency Medical Services (EMS) payments. A response to the following must be included in each proposal:

1. Provide the bank's wholesale lockbox agreement.

Please see the Master Treasury Agreement included as Appendix C. The Master Treasury Agreement includes the Wholesale Lockbox services.



2. Please indicate the proposed location of the lockbox site, including address. Also, provide an alternate lockbox processing location in the event the primary location is unable to process payments.

Fifth Third Bank is recommending our Miami, Florida lockbox location as primary processing facility. Our Miami lockbox site is located at 5715 NW 158th Street in Hialeah, Florida. An alternate processing location is located in Cincinnati, Ohio. Our Cincinnati lockbox site is located at 5050 Kingsley Dr, Cincinnati, Oh 45227.

3. Is the wholesale lockbox processing being performed by the bank, or by a third party? If by third party, please identify and provide appropriate background information for evaluation.

Fifth Third utilizes a Third Party processor to perform extraction and image services in our Miami location. All data captured by the service provider is housed within Fifth Thirds Wholesale Lockbox application. No work is captured on a host system and later transmitted to Fifth Third which, in effect, makes the service provider an extension of Fifth Third's extraction and image process. This offers Fifth Third far more control over the process. In addition, agreements are in place to address service levels and performance. The extraction and capture services are performed by HOV Services. The company profile is listed below and additional information can be found at www.hoveservices.com.

HOV Services Company Profile

HOV Services strives to exceed expectations for every one of our customers. As a leader in Global Business Process Outsourcing, we develop fully integrated solutions that combine best-of-breed technology, leading-edge infrastructure and domain expertise to give you the most streamlined process available. Our end to end solutions for healthcare, banking and publishing and our e-content management solutions coupled with workflow based large volume transaction processing services set standards for the industry. HOV Services applies LEAN Six Sigma techniques to improve quality, reduce cost and improve cycle time of your business processes.

HOV Services' customers include over 50% of FORTUNE 100® companies across key verticals such as financial services, telecommunications, healthcare, insurance, construction, publishing, finance and accounting and government. Our customers are serviced from more than 50 locations across North America, as well as India, China and Mexico and our dedicated base of more than 12,000 employees are committed to exceeding expectations every time.

For our customers, we create value by providing quality products and services that are delivered reliably and cost effectively to enhance their ability to operate profitable businesses. We aspire to "Exceed Expectations" through our innovative solutions, superior customer service and competitive desire to be the best BPO provider to our customers and their industry.



4. What is the processor’s average error rate per 1,000 items processed?

A comprehensive set of operational controls is built into Fifth Third’s Lockbox processing, encompassing hardware, software, procedures, funds controls, and physical site security. These controls are assembled in a cohesive manner to ensure processing integrity, quality, and timely delivery.

Key control elements include:

- Comprehensive, mutually agreed-upon processing instructions, documented within the application and accessible online at all times by our processing staff.
- Multiple systemic check points to monitor the integrity of transactions, batches, and deposits
- A logical separation of duties, reviewed regularly by internal auditors.
- Identification and separation of exception-oriented or complex accounts.
- Strict control of checks, cash, and foreign items.
- Controlled access to the building and Lockbox Operation.
- Partnership with the USPS to ensure optimal performance to standards.
- Daily, weekly, and monthly internal meetings and reporting to assess departmental and customer-specific performance.
- Incoming mail is delivered on a predetermined schedule that is published for lockbox personnel. Once received, the number of trays are logged and dated. A visual audit is performed at the end of each processing day to ensure that all conforming mail has been processed. Fifth Third’s Corporate Audit staff periodically tests these procedures to assure compliance.

The following is the error rates for Collier County:

Wholesale Lockbox		
	2013	2014
LBX Volume	21,772,153	9,506,254
LBX Defects	2585	905
LBX Success Rate	99.9881%	99.9905%
LBX DPM	119	95

	2013	2014
LBX Encoding Defects	242	74
LBX Encoding Success Rate	99.9989%	99.9992%
LBX Encoding DPM	11	8



	2013	2014
Collier Volume	27,197	13,464
Collier Defects	1	1
Collier Success Rate	99.9963%	99.9926%
Collier DPM	37	74

	2013	2014
Collier Encoding Defects	0	0
Collier Encoding Success Rate	100.0000%	100.0000%

5. Explain the process that will be used to process payments representing multiple accounts.

Our Retail lockbox currently posts the payments to the multiple accounts listed on the correspondence or check skirt based on the County’s processing instructions.

6. The bank must provide online access to payment detail on a same day basis. Such data would include all checks, stub images, customer account number, check number and dollar amount, and be available no later than 2:00 P.M. The bank must also provide internet access to accounts sufficient to allow the viewing of returned checks.

Lockbox file transmission data is currently provided to the County by 3:00 P.M. EST. The transmission time can be adjusted to 2:00 P.M EST if the County desires. Fifth Third Bank has the ability to provide images of the entire transaction in both Retail and Wholesale Lockbox. These images can be presented to the County via Fifth Third Direct, transmission, long term archive, or CD. Images uploaded to Fifth Third Direct are available by 1:00 p.m. ET. Fifth Third Bank will work with the County to provide the images that are required using your preferred media.

In the event an item is returned as insufficient funds the County’s account will be debited for the item the day it is received by Fifth Third Bank. Returned checks are processed daily and mailed to the customer. The County will have the ability to see the image via Returns Management the next-business-day. Returns Management via Fifth Third Direct: Provides summary, detail, and chargeback information on returned deposited item activity. Returns Management includes details on both re-presentments and chargebacks, and reporting is maintained for 6 months.

Returns Management via Fifth Third Direct also includes:

- Images of all returned deposited items (the front and back of each check)
- Returned deposited item histories
- Robust search tools
- The ability to export returned deposited item data (for import into Accounts Receivable applications)



- The ability to view, print, and save to local directories returned deposited item images (ex: for attachment in e-mails).

Optional fields include:

- Maker name
 - Location / store number
 - Check date
7. All information related to payments that do not have either a payment stub enclosed or an account number shown on the check will be communicated to EMS not later than the next day. All correspondence received by the lockbox will be scanned and made available on the bank's website the following day.

For items that are missing an account number or payment stub, Fifth Third Bank has the ability to image the item with a designated exception account number the County chooses. Once the item is imaged this will allow EMS to apply the payment appropriately without a delay.

Benefits to the County of imaging include:

- Elimination of the need to receive and store paper receivables
- Faster access to specific check images improves dispute resolution
- Search capabilities enable rapid access to information

Fifth Third Bank has the ability to provide images of the entire transaction in both Retail and Wholesale Lockbox. These images can be presented to the County via Fifth Third Direct, transmission, long term archive, or CD. Images uploaded to Fifth Third Direct are available by 1:00 p.m. ET. Fifth Third Bank will work with the County to provide the images that are required using your preferred media.

If the County decides not to utilize one of the exception processes listed above, Fifth Third can send all payments that do not have a coupon or the account number written on the check to EMS via overnight. In addition Fifth Third can return all correspondence in a similar manner.

8. How frequently is the mail picked up at the lockbox? In addition, what is the last mail pickup time that will be included in that days' deposit.

For the Miami site all the mail collected at 8:00 A.M EST would be included in the file transmission same day. Ninety percent of mail from the 5:30 a.m. pickup in Cincinnati is processed for same day deposit. Items received after 5:30 a.m. are processed for the next day's deposit, but still enter the clearing process throughout the evening for collection to obtain optimum availability. All weekend and holiday processing is included in next business day's work.



Site	Time Zone	Monday – Friday	Saturday	Sunday
Cincinnati (5/3)	ET	01:00, 04:00, 05:00, 07:00, 19:00, 21:00, 23:00	01:00, 04:00, 07:00, 23:00	01:00, 07:00, 21:00
Miami	ET	08:00	08:00	

9. Provide the operating hours of the processor’s lockbox department and provide a contact person for the EMS lockbox account.

The lockbox operating hours are 24 hours 7 days a week. If UBCS has questions or inquiries your contact would be Joan Raborn at 239-591-6398. If additional resources are required to resolve an issue or concern Joan will coordinate those efforts.

10. A fax or e-mail must be provided to EMS personnel by 3:00 P.M. each day identifying the total deposit amount and number of transactions.

Fifth Third Bank has the ability to provide a summary report to the County via fax or email that includes the total deposit amount and the number of transactions.

11. Please define the testing and implementation time required to “go live” after the award of contract.

Since Collier County is an existing client the lockboxes are already active. In the event the County decides to implement enhancements to your existing lockbox set up, your Fifth Third Bank team would work closely with key stakeholders at the County to thoughtfully design a customized implementation plan with jointly agreed upon milestone dates and deliverables.

12. Upon bank selection, lockbox testing must be completed in a timely manner.

Since Collier County is an existing client the lockboxes are already active, therefore lockbox testing would not be required.

Additional technical specifications and requirements for wholesale lockbox services are available upon request.



N. Pre-Authorized Debits (Drafts)

Pre-authorized debits are used in conjunction with the Board’s Utility Billing Department operation; as a result the following criteria exist:

1. The bank must be capable of receiving and processing encrypted pre- authorized debit files received from UBCS.

Fifth Third supports the following encryption methods:

- **FTP over a VPN**
- **Secure File Transfer Protocol (SFTP or FTP using SSH) – Requires the exchange of an SSH key**
- **FTPS or File Transfer Protocol Secure (FTPS or FTP using SSL) – Requires the use of an X509 certificate, or SSL certificate.**
- **Fifth Third Direct (https)**
- **PGP Encryption, which encrypts the transmission payload. PGP can be added to any of the above mentioned protocols.**

Any personal financial information going over a public connection (the Internet) must be encrypted.

2. The bank must provide the required file format.

ACH ENTRY DETAIL RECORD - ARC, BOC

FIELD	1	2	3	4	5
DATA ELEMENT NAME	RECORD TYPE CODE	TRANSACTION CODE	RECEIVING DFI ID	CHECK DIGIT	DFI ACCOUNT NUMBER
Field Inclusion Requirement	M	M	M	M	R
Contents	'6'	*Numeric	*TTTTAAAA	*Numeric	Alphameric
Length	1	2	8	1	17
Position	01-01	02-03	04-11	12-12	13-29



6	7	8	9	10	11
AMOUNT	CHECK SERIAL NUMBER	INDIVIDUAL NAME/COMPANY NAME	DISCRETIONARY DATA	ADDENDA RECORD INDICATOR	TRACE NUMBER
M	M	O	O	M	M
\$\$\$\$\$\$\$cc	Alphameric	Alphameric	Alphameric	*Numeric	*Numeric
10	15	22	2	1	15
30-39	40-54	55-76	77-78	79-79	80-94

***NOTES:**

- Field 2 Most common values for this field are:
- | | |
|---------------------------------|---|
| 22 - Credit to Checking Account | 23 - Credit Prenote to Checking Account |
| 27 - Debit to Checking Account | 28 - Debit Prenote to Checking Account |
| 32 - Credit to Savings Account | 33 - Credit Prenote to Savings Account |
| 37 - Debit to Savings Account | 38 - Debit Prenote to Savings Account |
- Field 3 The Transit and Routing number for the bank where the account is held.
NOTE: Any Transit and Routing number that begins with a 5 is INVALID and should not be used.
- Field 4 This is the 9th digit of the Transit and Routing number. If the 9th digit is not known, use the following formula to calculate the check digit:
- Multiply each digit of the Routing number by the weight factor:
- Position: 1 2 3 4 5 6 7 8
Weights: 3 7 1 3 7 1 3 7
- Add the results of each multiplication.
Subtract the sum from the next highest multiple of 10. The result is the check digit.
- Example: Routing Number - 0 4 2 0 0 0 3 1
Multiply by weight factor: 3 7 1 3 7 1 3 7
Sum: 0 28 2 0 0 0 9 7 = 46
Check Digit = 4 (50 minus 46)
- Field 10 The value for this field should be:
- 0 - If no addenda records follow this record.
1 - If addenda records are included.
- Field 11 First 8 digits must contain the following numbers: 24207175
The next 7 digits will be the sequence number of the record beginning with 0000001 for the first record, 0000002 for the second record and so on.



ACH ENTRY DETAIL RECORD - CCD, PPD, TEL

FIELD	1	2	3	4	5
DATA ELEMENT NAME	RECORD TYPE CODE	TRANSACTION CODE	RECEIVING DFI ID	CHECK DIGIT	DFI ACCOUNT NUMBER
Field Inclusion Requirement	M	M	M	M	R
Contents	'6'	*Numeric	*TTTTAAAA	*Numeric	Alphameric
Length	1	2	8	1	17
Position	01-01	02-03	04-11	12-12	13-29

6	7	8	9	10	11
AMOUNT	ID NUMBER	INDIVIDUAL NAME/COMPANY NAME	DISCRETIONARY DATA	ADDENDA RECORD INDICATOR	TRACE NUMBER
M	O	R	O	M	M
\$\$\$\$\$\$\$cc	Alphameric	Alphameric	Alphameric	*Numeric	*Numeric
10	15	22	2	1	15
30-39	40-54	55-76	77-78	79-79	80-94

***NOTES:**

Field 2 Most common values for this field are:

22 - Credit to Checking Account

27 - Debit to Checking Account

32 - Credit to Savings Account

37 - Debit to Savings Account

23 - Credit Prenote to Checking Account

28 - Debit Prenote to Checking Account

33 - Credit Prenote to Savings Account

38 - Debit Prenote to Savings Account

Field 3 The Transit and Routing number for the bank where the account is held.



FIFTH THIRD BANK | The Clerk of the Circuit Court of Collier County RFP –2014-001 Banking Services

NOTE: Any Transit and Routing number that begins with a 5 is INVALID and should not be used.

Field 4 This is the 9th digit of the Transit and Routing number. If the 9th digit is not known, use the following formula to calculate the check digit:

Multiply each digit of the Routing number by the weight factor:

Position: 1 2 3 4 5 6 7 8

Weights: 3 7 1 3 7 1 3 7

Add the results of each multiplication.

Subtract the sum from the next highest multiple of 10. The result is the check digit.

Example: Routing Number - 0 4 2 0 0 0 3 1

Multiply by weight factor: 3 7 1 3 7 1 3 7

Sum: 0 28 2 0 0 0 9 7 = 46

Check Digit = 4 (50 minus 46)

Field 10 The value for this field should be:

0 - If no addenda records follow this record. TEL items must be 0.

1 - If addenda records are included.

Field 11 First 8 digits must contain the following numbers: 24207175

The next 7 digits will be the sequence number of the record beginning with 0000001 for the first record, 0000002 for the second record and so on.

ACH ENTRY DETAIL RECORD - WEB

FIELD	1	2	3	4	5
DATA ELEMENT NAME	RECORD TYPE CODE	TRANSACTION CODE	RECEIVING DFI ID	CHECK DIGIT	DFI ACCOUNT NUMBER
Field Inclusion Requirement	M	M	M	M	R
Contents	'6'	*Numeric	*TTTTAAAA	*Numeric	Alphameric
Length	1	2	8	1	17
Position	01-01	02-03	04-11	12-12	13-29



6	7	8	9	10	11
AMOUNT	ID NUMBER	INDIVIDUAL NAME/COMPANY NAME	PAYMENT TYPE CODE	ADDENDA RECORD INDICATOR	TRACE NUMBER
M	O	R	R	M	M
\$\$\$\$\$\$\$cc	Alphameric	Alphameric	Alphameric	*Numeric	*Numeric
10	15	22	2	1	15
30-39	40-54	55-76	77-78	79-79	80-94

***NOTES:**

- Field 2 Most common values for this field are:
- | | |
|---------------------------------|---|
| 22 - Credit to Checking Account | 23 - Credit Prenote to Checking Account |
| 27 - Debit to Checking Account | 28 - Debit Prenote to Checking Account |
| 32 - Credit to Savings Account | 33 - Credit Prenote to Savings Account |
| 37 - Debit to Savings Account | 38 - Debit Prenote to Savings Account |
- Field 3 The Transit and Routing number for the bank where the account is held.
NOTE: Any Transit and Routing number that begins with a 5 is INVALID and should not be used.
- Field 4 This is the 9th digit of the Transit and Routing number. If the 9th digit is not known, use the following formula to calculate the check digit:
- Multiply each digit of the Routing number by the weight factor:
- Position: 1 2 3 4 5 6 7 8
Weights: 3 7 1 3 7 1 3 7
- Add the results of each multiplication.
Subtract the sum from the next highest multiple of 10. The result is the check digit.
- Example: Routing Number - 0 4 2 0 0 0 3 1
Multiply by weight factor: 3 7 1 3 7 1 3 7
Sum: 0 28 2 0 0 0 9 7 = 46
Check Digit = 4 (50 minus 46)
- Field 10 The value for this field should be:
- 0 - If no addenda records follow this record.
 - 1 - If addenda records are included.
- Field 11 First 8 digits must contain the following numbers: 24207175
The next 7 digits will be the sequence number of the record beginning with 0000001 for the first record, 0000002 for the second record and so on.



Additional file formats are available for CIE, CTX, MTE, POP, POS, SHR, and RCK if required.

3. Provide the maximum number of files that can be transmitted to the bank each day.

Fifth Third Bank does not have a limit in the number of files that can be transmitted each day.

4. What is the latest time a transmission will be accepted?

Cut-Off Time Times			
Customer Input Method	Book Transfer (Same Day Settlement)	Next Day Settlement	2 or more Days Settlement
Direct Transmission	10:00 p.m. EST	10:00 p.m. EST	10:00 p.m. EST
Internet	8:00 p.m. EST	8:00 p.m. EST	8:00 p.m. EST

We also offer, as a premium service, an 11:30 p.m. cutoff.

5. The bank must provide a daily e-mail for each file transmitted confirming the following:
 - Numbers of records received and returned ACH items
 - Total dollar amount of the batch received
 - Date payments will be applied to the BOCC’s account
 - Any errors that have occurred

Fifth Third Bank provides an acknowledgement at the time of processing that contains the data elements requested, including confirmation of the number of transactions, the total dollar amount, the settlement date, and the erred transactions for all files delivered. Fifth Third Bank will provide the acknowledgement within 30 minutes of the receipt and authentication of files.

For Direct Send Transmission origination, Fifth Third Bank will deliver an acknowledgment file to the designated mailbox with 30 minutes of receipt and authentication of files.

If the amount of the file differs from the amount reported, an ACH Customer Service Representative initiates a telephone call to the primary contact on the account to determine and resolve the discrepancy. This process is required to provide additional security for our customers.

For Account Management and Payments file confirmation, online file receipt verification is sent once the file has been accepted by the application.



6. Provide instructions for error resolution in file transmission.

Fifth Third offers an Internet-based File Authentication Module for receipt verification. If the amount of the file differs from the amount reported, an ACH Customer Service Representative initiates a telephone call to the primary contact on the account to determine and resolve the discrepancy. This process is required to provide additional security for our customers.

O. Designated Account Executive and References

The Clerk requests that the proposing banks provide the names of a designated account executive, as well as an alternate. The designated account executives must be local and have the authority to make timely decisions in the normal course of business.

All of the following individuals are designated account executives:

Jim Mitchell

Relationship Manager

Vice President, Government & Institutional Banking
13350 Metro Pkwy.
Fort Myers, Florida 33966
Phone: 239-225-2004
James.Mitchell@53.com

Dawn Choate

Treasury Management Officer

Vice President, Treasury Management
999 Vanderbilt Beach Rd.
Naples, Florida 34108
Phone: 239-591-6480
Dawn.choate@53.com

Joan Raborn

Client Advisor

Officer, Commercial Banking
999 Vanderbilt Beach Rd.
Naples, Florida 34108
Phone: 239-591-6398
Joan.Raborn@53.com

Denesh Kalia

Treasury Management Sales Manager

Vice President, Treasury Management
200 E. Robinson St.
Orlando, Florida 32801
Phone: 407-999-3099
Denesh.Kalia@53.com

The bank should provide at least three (3) governmental clients as references. Please provide names, titles, addresses and telephone numbers.

Fifth Third Bank specializes in, and is committed, to the unique and often complex requirements of municipalities and local governments. Similar clients to Collier County include:

- District School Board of Collier County
- City of Naples
- City of Clermont
- Nassau County Clerk of the Circuit Court
- City of Maitland

Fifth Third Bank has had the privilege to partner with the Collier County since September 2000 providing Depository, Treasury Management, Merchant, and Investment services. Because Fifth Third Bank has a solid understanding of your business and operations, your



banking team has the opportunity to deliver value-added solutions designed to exceed the County's expectations for service and quality.

While understanding the government sector is key, time will be spent reviewing and documenting Collier County's specific business processes and financial operating routines to tailor solutions to enhance the County's workflows process and create additional efficiencies. The Curious Bank is our brand, value proposition, and our everyday promise to our customers. Our team of talented bankers is passionate about living the brand with every customer interaction, by demonstrating our commitment to better listening, better solutions, and better ideas.

The best indicator of future success— is past success. Collier County has many choices when it comes to meeting your financial needs, and you can't afford to select a bank that doesn't have your best interests at heart. We know that the most important testimonials about our commitment to client satisfaction come not from Fifth Third, but rather from our customers and other independent testimonials.



The School District of Collier County has 48 schools and serves a total student population of 44,481. There are 29 elementary schools, 10 middle schools, 8 high schools, and a PreK-thru-12 school (Everglades City School). There are also 12 Alternative School Programs.

The district's two career/technical centers (Lorenzo Walker Institute of Technology and Immokalee Technical Center) and adult education programs (located at several sites throughout the district) offer students both short- and long-term programs. The District School Board of Collier County became a client of Fifth Third Bank in 2003. Our relationship includes the following:

- ACH Transaction Control
- Account Reconciliation
- Check Positive Pay
- Imaging
- Electronic Deposit
- Information Reporting with ACH and Wire
- Branch Cash Services
- ACH Direct Send

Contact:

Sharon Quigley
Director of Accounting
5775 Osceola Trail
Naples, FL. 34109
Phone: 239-377-0058
Email: Quiglesh@colliershschools.com





Naples is a city in Collier County, Florida, United States and was founded during the late 1880s by former Confederate general and Kentucky U.S. Senator John Stuart Williams and his partner, Louisville businessman Walter N. Haldeman, the publisher of the Louisville Courier-Journal.

As of July 1, 2007, the U.S. Census Bureau estimated the city's population at 21,653. Naples is a principal city of the Naples-Marco Island, Florida Metropolitan Statistical Area, which had an estimated total population of 315,839 on July 1, 2007. The City of Naples became a client of Fifth Third Bank in 1992. Our relationship includes the following:

- Check Positive Pay
- Imaging
- Information Reporting with ACH and Wire
- Cash Vault Services

Contact:

Ann Marie Ricardi
Finance Director
738 8th Street South
Naples, FL. 34102
Phone: 239-213-1820
Email: ARicardi@naplesgov.com



Clermont was founded in 1884 and incorporated in 1916. The city is located in south Lake County in suburban central Florida. The population was 29,358 as of 2012. The City of Clermont became a client of Fifth Third Bank in 2009. Our relationship includes the following:

- Account Reconciliation
- Check and ACH Positive Pay
- Imaging
- Electronic Deposit
- Information Reporting with ACH and Wire
- Returns Management
- Retail Lockbox
- Cash Vault Services
- ACH Direct Send

Contact:

Regina M. Frazier
Finance Manager
P.O. Box 120219
Clermont, FL. 34712
Phone: 352-241-7369
Email: RFrazier@clermontfl.org





Nassau County was created in 1824 from Duval County. As of 2010, the population was 73,314. Nassau County became a client of Fifth Third Bank in 2010. Our relationship includes the following:

- Account Reconciliation with Positive Pay
- Imaging
- Electronic Deposit
- Information Reporting with ACH and Wire

Contact:

Ellen Straebel
Investment & Finance Operations Manager
76347 Veterans Way
Yulee, FL. 32097
Phone: 904-548-4661
Email: EStraebel@nassauclerk.com



Maitland is one of the oldest incorporated suburban municipalities in central Florida. The town is named after Fort Maitland, which was built in 1838. The population was 15,751 at the 2010 census. The City

of Clermont became a client of Fifth Third Bank in 1978. Our relationship includes the following:

- Account Reconciliation
- Check and ACH Positive Pay
- Imaging
- Electronic Deposit
- Information Reporting with ACH and Wire
- Returns Management
- Retail Lockbox
- Branch Cash Services

Contact:

Sharon Anselmo
Finance Manager
1776 Independence Lane
Maitland, FL. 32751
Phone: 407-594-6201
Email: sanselmo@itsmymaitland.com



P. Custodial Arrangements

The Clerk desires to place all of its custodial services with the bank that serves as the depository bank for the County. The custodial services requested will be for various securities that are purchased from other dealers and banks. These securities will be purchased and then transferred to the depository bank to be placed in a custodial account within the bank's trust department. The trust department will act as the Clerk's agent for all custodial transactions. These securities will be held until they are called, sold or mature. The following amounts reflect the Clerk's estimate of the number of securities and par values that will be placed within the custodial account on an annual basis:

- Estimated number of annual transactions (sales, calls, purchases, maturities and coupon maturities): Approximately 80
- Number of securities held as of March 31, 2014: 21
- Fair value of securities held as of March 31, 2014: \$609 Million

Monthly reports describing all activities within the custodial account will be provided electronically. As part of its response each bank will provide their general custodial services agreement for review.

The Clerk requires that all investment transactions clear through the respective concentration accounts. This should be construed to mean purchases, calls, maturities, sales and income postings. **This transaction activity shall not be netted in any circumstance.**

Fifth Third Bank acknowledges this requirement and can comply with the request. Fifth Third Bank's Custody Services Agreement has been included as Appendix E.

Q. Merchant Services

The Clerk requires merchant services processing for the BOCC and COCC agencies and requests that all proposers submit their merchant services processing format and processes for evaluation. A proposing bank shall provide merchant services to various departments throughout the BOCC and COCC at one discount rate. The bank shall submit individual merchant services invoices to the Clerk's Office monthly for all merchant charges, as well as provide daily and monthly settlement statements separate from its invoices for merchant charges. Settlement statements, merchant chargebacks and merchant charges shall be available online. The proposal must be inclusive of all rates and charges associated with merchant services. Payment Card Industry (PCI) compliance must be maintained by the successful bidder as a part of the merchant services processing requirement. The BOCC and COCC agencies do not desire to hold or handle cardholder information. The proposing financial institution understands that there are existing merchant services processors providing certain services to the BOCC and COCC agencies that must be integrated as a result of being selected. At the time of renewal of these individual arrangements consideration will be given to consolidating these services.

As an authority in the payments industry, we look forward to having the opportunity to continue to collaborate with you and your teammates to create, implement and support the most effective payment processing solution for your organization. Vantiv is committed to providing you with world-class service, competitive pricing, and over four decades of industry knowledge and experience in transaction processing.



Vantiv will continue to provide Collier County with Individual Merchant Service Statements for each of the locations that process on our network. All of our statements are also provided on our Direct online platform to all users possessing active Direct User IDs.

Our goal is to be an active partner in helping Collier County to succeed and to continue building a long-term business partnership. Although you will find Vantiv's pricing extremely competitive, making any business decisions on price alone is never a good idea. For your review, I have highlighted some key drivers concerning your merchant processing decision that differentiate Vantiv.

TOP QUALITY SERVICE: Vantiv will continue to provide you with a Relationship Manager, who is dedicated to meeting your needs, saving you money on additional interchange exposure, and delivering cutting edge new solutions to your business as they come to market.

DIRECT LINKS to all major credit and debit networks.

ONLINE REPORTING & CHARGEBACK MANAGEMENT (*Direct*): The most comprehensive financial, retrieval, and chargeback management solution of any processor in the business.

Direct features include:

- View detailed credit card transaction information from the past 18 months
- View 36 months of transaction summary data
- View 9 months of chargeback data
- View 9 months of authorization data
- Instantly verify double charges, returns, and other information
- Create online credits or debits (i.e. Gift Card sales at corporate office or customer adjustments)
- Use detailed interchange reports to ensure best interchange qualification
- Identify high occurrences of key-entered transactions in order to reduce downgrades
- Check the status of your outstanding retrieval items
- Request reversals to dispute chargebacks
- Search for particular items, sort on any field, and export data into other applications
- Use the report viewer to share reports with staff who do not have online access
- Virtual Terminal, which allows the ability to initiate sales & returns to assist with your back office processes.

Gift Card Program (*Premier Issue*): Vantiv offers an in-house gift card program that runs on the same platform as your credit card transactions.



Prepaid Offerings: Vantiv can offer Collier County customized options and abilities to attract customers and engage employees. Collier County branded Prepaid cards are also ideal to reduce costs from check and cash payments. Prepaid traditionally offers businesses the ability to incent customers and employees, driving engagement and creating a loyal customer base.

Virtual Terminal: The Virtual Terminal functionality, a feature within Direct, allows merchants to authorize and settle credit card sale and return transactions (sales and returns) utilizing Vantiv’s industry-leading Internet back-office systems. This feature offers the flexibility to resolve customer issues, re-key problem transactions and issue customer credits through Direct.

VALUE-ADDED SERVICES: Vantiv offers many additional value-added benefits to help you run your business, including:

- **Network Planning:** to help you design a more efficient and cost effective communications system (i.e. conversion from Dial to IP/SSL or Frame Relay).
- **Newsletters & Webinars:** to share our knowledge and resources with our valued customers on industry news and association requirements.
- **Annual Partnership Forum:** to present vital industry information, provide networking opportunities, and breakout sessions that focus on critical topics relevant to how you do and grow your business.
- **Security Products Suite:** Tokenization, Encryption, Ecommerce Fraud assistance

The following is a table outlining all merchant services activities for the period April 1, 2013 to March 31, 2014:

<u>Site</u>	<u>Transactions</u>	<u>Amount</u>
BCC – Utilities Online	112,327	\$12,089,595.44
BCC – Utilities OTC/Telephone	13,501	2,362,062.20
BCC – Utilities North Naples	585	86,677.97
BCC – Utilities IVR	51,412	5,446,107.50
BCC – Landfill	8,643	1,080,119.85
BCC – Naples Recycling Center	499	17,623.45
BCC – Marco Recycling Center	188	6,952.30
BCC – Immokalee Recycling Center	559	46,803.02
BCC – North Collier Recycling Center	74	2,336.90
BCC – Growth Management Online	6,371	1,697,162.00
BCC – Parks and Rec. Parking/Beaches	40,672	334,726.35
BCC – Domestic Animal Services	2,188	108,918.53
COCC – Traffic	13,762	2,749,131.98
Total	250,781	\$25,992,217.49



R. Miscellaneous Banking Requirements

All proposals must acknowledge if the financial institution can comply with each of the following requirements:

1. The Clerk's Office requires maximum anti-fraud protection on all BOCC, COCC and SOE accounts. Please indicate account protections and enhancements available to complement positive pay in ensuring that fraud does not impact the Clerk's bank accounts. Any related pricing should be included on Exhibit A.

Fifth Third Bank offers ACH Positive Pay and Check Block service to protect the County against unwanted ACH and check clearing activity. The pricing for the services is included on Exhibit A.

2. All checks deposited to a BOCC, COCC or SOE account that are returned due to insufficient, unavailable or uncollected funds shall be re-deposited a second time as a standard procedure, without charge.

Fifth Third Bank acknowledges this requirement and can comply with the request.

3. The Clerk can establish additional accounts at any time utilizing the same fee structure as agreed upon during the contract period.

Fifth Third Bank acknowledges this requirement and can comply with the request.

4. All banking supplies will be provided free of charge i.e. deposit tickets, deposit stamps and deposit bags. All banking supplies shall be provided prior to contract commencement.

Fifth Third Bank acknowledges this requirement and can comply with the request.

5. All debit and credit memorandums used to adjust deposit errors on any BOCC, COCC or SOE account will be available online daily, with suitable backup, to the Clerk's Finance and Accounting Department. No debit and credit memoranda required to adjust errors caused by the bank will be charged to the Clerk.

Our Transaction Inquiry service allows the County to access images of paid checks, deposit tickets with deposited items, and miscellaneous tickets for up to 7 years.

6. The bank must honor all over the counter checks drawn on any BOCC, COCC or SOE as they are presented. Prior to refusing payment on any BOCC, COCC or SOE account the financial institution agrees to contact the Clerk's Finance and Accounting Department.

Fifth Third Bank acknowledges this requirement and can comply with the request.

7. The bank will treat all BOCC, COCC or SOE checks that are four months or older (from date of issuance) as stale dated and deem them non-negotiable.

The standard time frame for a check to be considered stale dated is six months after the date of issuance. If the County includes the verbiage on the check that it is void after four month we can comply with the four month stale date period.



8. The bank will provide Magnetic Ink Character Recognition (MICR) check specifications to the check printer.

Fifth Third Bank acknowledges this requirement and can comply with the request.

9. The bank will annually provide the Clerk's Office a list of all accounts at the bank using the BOCC, COCC and SOE's respective Federal Identification Numbers as part of the Qualified Public Depositor Report filing process.

Fifth Third Bank acknowledges this requirement and can comply with the request.

10. Please provide the bank's automated teller machine agreement, including relevant specifications and requirements, if any, for review.

Fifth Third Bank's ATM Agreement has been included as Appendix D.

11. Please include separate pricing for armored courier service to be provided through the bank so that it can be compared to the Clerk's current arrangement for courier services.

Fifth Third Bank will only provides armored car services in association with our Currency Processing Solution (CPS) Smart Safe Technology. For General cash processing the County may select and contract with any approved armored car service. Many approved armored car providers service our clients into, and out of, Brinks sites. All armored car services provided to the County will be provided directly by the armored car provider. Fifth third Bank does not offer armored car services.

S. Disaster Recovery Plan

In the event of a disaster the availability of information reporting, wire transfers, ACH and payroll services are critical for the emergency operations of the BOCC, COCC and SOE. Please describe your institution's disaster recovery plan and how that plan relates to the continuing operation of the BOCC, COCC and the SOE in a disaster situation. Some specifics follow:

Disaster Recovery and Business Continuity Management at Fifth Third Bank is an enterprise-wide, risk-based program, allowing for consistent execution of business continuance strategies across all lines of business, in all markets, by taking proactive measures to provide for the security and safety of the customers and employees, while mitigating the impact of a service disruption. This is accomplished through planning and analysis, and the creation and execution of business continuity, disaster recovery and event management plans, in collaboration with or as a key component of an integrated risk management initiative.

The Disaster Recovery and Business Continuity Management program is separated into three primary, integrated areas of focus: business continuity planning; disaster recovery planning; and event management. This allows us to concentrate our efforts and resources in the most efficient manner possible.



Due to the size, complexity and unique structure of Fifth Third Bank, plans are developed by business line, national, regional and main office, or in other circumstances, to address specific risks or management of unique events. An example of this is the Hurricane Preparedness Guide that is updated annually and distributed to managers in hurricane susceptible areas prior to the hurricane season.

Fifth Third Bank uses leading-edge technologies to support the disaster recovery components of Business Continuity Management. Our hot-site, back-up facility is Bank-owned, and therefore is available for our exclusive and immediate use whenever needed.

The Emergency Incident Response Team meets on a regular schedule in order to assess threats and respond as needed. This team encompasses a network of certified business continuity professionals throughout the Bancorp who have expertise in all areas of event response and recovery.

Disaster Recovery and Business Continuity Management maintains a framework by which threats that could disrupt normal business operations are mitigated. This framework acts as a guideline in reviewing and addressing potential business exposures. In addition, each business line and department at Fifth Third Bank is required to complete a Business Impact Analysis (BIA) and business continuity Risk Assessment (RA) before building a business continuity plan. The information from the BIA and RA is used to identify the business processes, department resources and related risks.

Fifth Third maintains a data center in Florence, Kentucky and a back-up data processing hot site in Grand Rapids, Michigan. These sites are equipped with sufficient processing capacity, disk storage, input/output devices, and offsite file storage space to support the requirements of our critical applications. Recovery procedures are tested at this site on a periodic basis.

Back-up facilities can be activated immediately. Fifth Third Bank owns and manages our hot-site facility in Florence, Kentucky, which was built to strict data center specifications. Fifth Third Bank has equipped the hot-site with computer equipment and systems that match our key recovery requirements. Since Fifth Third Bank maintains the hot-site facility; it is available for our exclusive use 24 hours a day, 7 days a week.

Periodically, the Fifth Third Audit Division independently evaluates the Bancorp's disaster recovery and business resumption plans to determine their effectiveness, adequacy, and completeness.

Your Relationship Manager, Treasury Management Officer, and Client Services Specialist serve as the primary contacts in the case that your company cannot operate from its own facilities.

1. What is your process of client notification when a disaster situation arises?

A regional disruption affecting the Fifth Third Main Office and several Financial Centers will result in a voicemail message that directs customers to contact Fifth Third Commercial Support until recovery can be facilitated.

2. How quickly does the bank expect to resume normal operations following a disaster?

Normal operating hours will be resumed immediately after a disaster provided there is not structural damage or a power outage. In the event the financial center is without power normal operating hours will resume once it is restored.



3. In the event of an impending emergency the BOCC, COCC and SOE may need to withdraw certain amounts of cash from their respective accounts. Describe the procedures required for the bank to accommodate transactions of this type. In addition, the Clerk's Office will require that the bank have available cash amounts of \$1,000,000, \$100,000 and \$25,000, respectively, for the agencies.

In the event of an emergency the Financial Center can provide up to \$1,000,000 with 48 hours notice, \$100,000 with 24 hour notice, and can supply up to \$50,000 with a 2 hour notification. If the full \$1,000,000 is needed the funds can be held in the vault until it is released to authorized personnel with Collier County. In the event that the Financial Center is without power during or after an emergency they will not be able to accommodate this request.

4. Your financial institution must accept emergency pay files at times outside the normal bi-weekly schedule.

Fifth Third maintains a data center in Florence, Kentucky and a back-up data processing hot site in Grand Rapids, Michigan. These sites are equipped with sufficient processing capacity, disk storage, input/output devices, and offsite file storage space to support the requirements of our critical applications.

T. Available Technologies

The Clerk desires to leverage technology in order to provide safe and effective banking services for public dollars. The Clerk is interested in the proposer's solutions regarding technological advances including, but not limited to:

1. Point of service transaction processing
2. Payroll cards
3. Smart Safe technology, or equivalent electronic deposit management
4. Interactive Voice Response technology, or equivalent
5. Image Replacement Documents
6. Security enhancements

Please include all related pricing on Exhibit A "Pricing Proposal Form". If technologies are not currently available provide estimated availability schedule.

PayCard Solution

The Fifth Third PayCard program is designed to work in tandem with our ACH Direct Deposit service to provide a comprehensive solution for your organization's payroll disbursements. The PayCard is a MasterCard-branded debit card that provides a cost-effective alternative to payroll checks for employees who may be unable or unwilling to receive electronic payroll deposits. Funds deposited to PayCard belong to the employee and are FDIC-insured.



The PayCard receives funds via employer ACH deposits and acts as a prepaid debit card for the employee. The card can be used at any location displaying the MasterCard debit logo to make purchases, payments and ATM withdrawals. Cardholders can also receive cash at any bank displaying the MasterCard logo and cash back with purchase at participating merchants.

Importantly, the Fifth Third PayCard is not a credit card: no credit check is required to obtain a card and the employee can only spend up to the available balance on the card. Fifth Third's PayCard solution provides cardholder support 24x7 via a toll-free cardholder service line and the MyAccount secure Internet site. Among other services, cardholders can check their balance, obtain transaction history, report a card lost/ stolen and request a replacement, and change their PIN. Cardholders also receive a monthly paper statement mailed to them.

Currency Processing Solution

Fifth Third Bank's Cash Processing Solution (CPS) is an innovative remote cash capture solution helping automate the cash-handling process beginning with the time clients collect the cash payment to the time the money is deposited and credited into their account. CPS provides clients with daily provisional credit, delivering faster access to funds, even while the cash is still in the safe. Additionally, the CPS daily provisional credit helps clients consolidate banking relationships, helps reduce the risk of fraud and theft, and can facilitate the bank reconciliation process by virtually eliminating adjustments and assist improving working capital.

Fifth Third offers a unique Managed Services Program for our Currency Processing Solution (CPS) customers like the County. This program is delivered through a single umbrella agreement to provide depository banking services, smart-safe equipment, and armored services all managed through a dedicated Fifth Third Bank Relationship Team. This dedicated team will be the County's single point of contact for the solution.

We have designed our CPS and Managed Services Program to meet your goals, offering an industry-leading product to enhance the processing of cash collected at your locations. This comprehensive solution includes multiple components: depository services and daily cash settlement; smart safe hardware and technology; service and maintenance; armored service; and dedicated program management. The integration and management of these components will drive the success and realization of our CPS program benefits.



Electronic Cash Letter

Electronic Cash Letter (ECL) Service allows you to capture checks using your internal check processing systems, collect the images of these items into an industry standard ANSI X9.37-2003 image cash letter, and to transmit the electronic items to Fifth Third Bank for deposit.

ECL Services provide you with the ability to realize cost and time reductions associated with check processing through the elimination of check encoding. You can elect to transmit a single image deposit file or multiple throughout the day.

By leveraging Fifth Third's relationships with all major telecommunications companies, you can achieve faster cost effective conversions and reliable connectivity. Fifth Third maintains award winning secure data connectivity, while processing more than ten billion ATM, debit and merchant transactions per year for more than 198,000 retail locations and financial institutions worldwide.

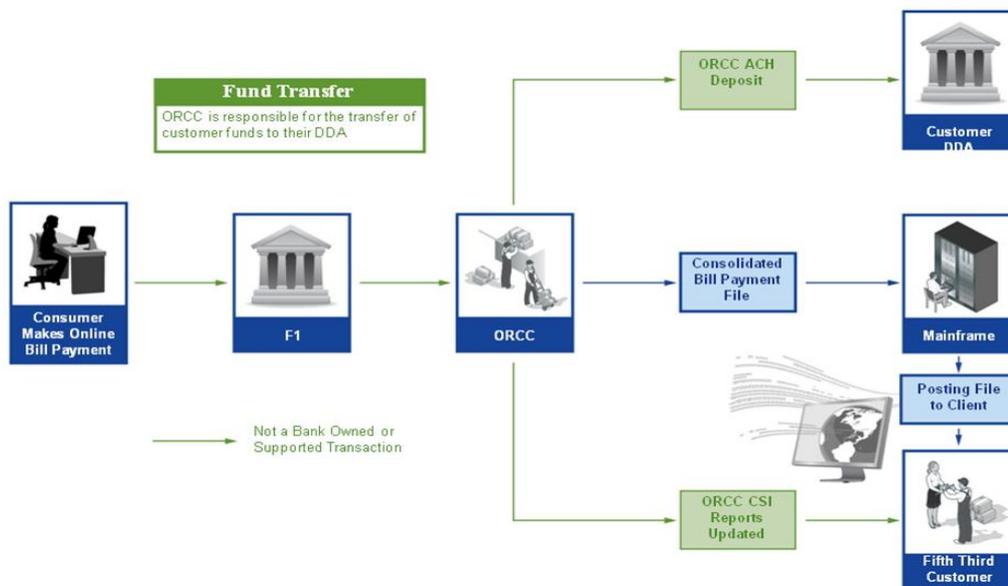
Fifth Third agrees to provide you with 100% for Fifth Third On Us items and availability of 95% on the remainder of the items next business day if the file is received and confirmed by 12:00am EST.

Electronic Lockbox

Fifteen percent of consumer payments are initiated electronically through home banking channels but many of these transactions are converted to paper because billers are not set up to receive payments electronically. Our Electronic Lockbox offering enables the electronic receipt of home banking payments, resulting in improved funds availability and decreased information float.

Fifth Third Bank has developed a strategic partnership with On Line Resources, an industry leader in the electronic payment industry. This partnership provides Fifth Third with the ability to aggregate payments through financial institutions across the country. Our clients are registered on the MasterCard RPPS network, enabling the electronic receipt of home banking payments.





Setting up our Electronic Lockbox Service is as simple as completing a brief requirements document that is administered by a Fifth Third Product Fulfillment Specialist. Our experienced staff will ensure that your implementation is seamless and that your home banking payments are integrated into your Wholesale or Retail Lockbox transmission file should you subscribe to those services.

Fifth Third's Electronic Lockbox solution is a goods funds model, eliminating the headaches associated with processing return items. However, if research is required, a user-friendly Client Service Interface is available that provides daily report totals and transaction level detail.

Card Payables

Fifth Third offers Card Payables, an electronic payables solution that leverages our Commercial Card platform to streamline A/P payments and turn them into a revenue generator. With Card Payables, Virtual Card Numbers (VCNs) are electronically generated to provide a secure and highly efficient payment process for our clients and their vendors. This assists in the continued migration of check-based business-to-business spend to card spend payments. Our clients can continue to use their current front-end processes to issue purchase orders, get approvals, and receive invoices for matching, and then once the purchase is approved for payment, it can be loaded into their AP module for actual payment via a file to us.

VCNs provide a greater level of control and reconciliation capabilities for high volume accounts payable spend. Fifth Third offers two methods to request VCNs:



- Card Payables Online – allows VCNs to be requested in real-time to pay specific vendors. Collier County would simply provide the vendor with the VCN number to coordinate settlement.
- Card Payables Batch – the file-based batch solution provides the ability to send Fifth Third Bank a payment file from your ERP system to be settled to virtual card accounts. Vendors will be notified of payment via secure email. The secure email will contain the payment amount, invoice number, client contact information, expiration date, CVC number, and validity period for card usage. Vendors will then bring payment in for settlement through traditional POS services.

Features

- Integrated application with automated payment initiation
- Hosted web-application with approval workflows
- Enhanced data capture and ability to process multiple invoices/claims with a single payment
- Transaction level controls and limited use virtual card numbers
- Unlike check, ACH, or wire transfer payments, card payments carry no per-transaction fees
- Upon reaching spend thresholds, receive annual rebate as a percentage of spend, representing hard dollar revenue to your organization

Fifth Third's automated card payables can help Collier County achieve business process efficiency, cost savings, and incremental margin improvements.



**Pricing has been provided in
separate Pricing Response
Proposal**



EXHIBIT C
RFP 2014-001 Banking Services

GENERAL INFORMATION

Qualifications and Experience

1. Name of Institution:

Fifth Third Bank

2. Physical address of office proposing to serve the County:

999 Vanderbilt Beach Rd. Naples, FL. 34108

3. Date institution was chartered:

Fifth Third Bank was originally chartered in 1858 as the Bank of Ohio Valley and Fifth Third Bank South Florida was chartered in 1991

4. Attach a summary showing the institution's organization and principal staff members who will be involved in providing services to Collier County.

Please see response to question 5 below.

5. Indicate or attached a description of your bank's customer service organizational structure.

Customer Service Organizational Structure



Some of the highlights of the roles and responsibilities are as follows:

- **Relationship Manager**

Your Relationship Manager is your primary contact for general Fifth Third business. The Relationship Manager knows your corporate objectives, your accounts and your business requirements. This person's role is to consult with you about new and existing services, ensure your continued satisfaction and bring together the right Fifth Third specialists to meet your financial needs.

- **Treasury Management Officer**

Your Treasury Management Officer consults with you concerning your business needs in order to develop a customized account and payments solution. Your Treasury Management Officer coordinates the work of the service and implementations teams, keeps you informed about industry trends and new services, and makes recommendations to optimize your treasury management processes.

- **Client Advisor**

Your Client Advisor manages all aspects of daily support and account management and is fully empowered to resolve all issues and initiate projects with various internal partners. They are in direct contact with the Relationship Managers, Treasury Management Officers, and Technical Support Specialist to ensure that the entire team is always aware of needs and questions.

- **Commercial Support Center**

To ensure quality support and service to the County, Fifth Third Bank does not outsource our Commercial Call Center Support services, believing that our client relationship is too important to trust to others. The Customer Service employees are trained in all aspects of our services. Ongoing training ensures that the customer service representative is kept informed of any changes, and thereby can be responsive and accurate in answering your inquiries.

6. Describe the responsibilities of customer service personnel, including the chain of command for problem resolution.

Fifth Third Bank approaches Collier County's servicing needs with a team approach. Your Client Advisor, Joan Raborn, is your first point of contact with any servicing issues and/or concerns. Jim Mitchell is the lead Relationship Manager for the County's relationship. Dawn Choate is your Treasury Management Officer and is responsible for all your cash management needs. If Joan cannot solve the issue, she will engage the Commercial Support Center and if needed a specific product area to resolve the issue.

The responsibilities of Commercial Client Services (CCS) agents are to handle issues regarding technical support, Fifth Third Direct Support, and other technological issues. If the CCS agent cannot solve the issue, it is directed to Level II Support, who will work individually with the County to determine a solution.

7. Describe the local customer service support available.

Joan Raborn is your first point of contact with any servicing issues and/or concerns. Joan is located in Naples along with your Treasury Management Officer, Dawn Choate. Jim Mitchell, your Relationship Manger, is located in Fort Myers.

8. Who will be the primary contact assigned to our account? From which area of the organization, and from which branch will they be assigned?

Fifth Third Bank approaches Collier County's servicing needs with a team approach. Your Client Advisor, Joan Raborn, is your first point of contact with any servicing issues and/or concerns. Jim Mitchell is the lead Relationship Manager for the County's relationship. Dawn Choate is your Treasury Management Officer and is responsible for all your cash management needs. Your relationship team is part of Fifth Third Bank's Commercial Government and Institutional Banking Division.

8. List names, titles, phone numbers and e-mail addresses, and provide a brief biography of each of the bank contact personnel.

Jim Mitchell, Vice President
Relationship Manager, Government and Institutional Group
Phone: 239-225-2004
Email: James.Mitchell@53.com

Jim is your primary point of contact. Jim joined Fifth Third Bank in February 2005 and serves as Fifth Third Bank's Relationship Manager for governmental entities, political subdivisions and not-for-profit entities in Southwest Florida. His experience includes positions as Internal Auditor at Citizens and Southern National Bank and the Lee County Clerk of Courts and was the Director of Internal Audit for the Collier County Clerk of Courts before he was promoted to Director of Finance and served in that role for eleven years. Jim has a Bachelor of Arts Degree in Accounting from the University of West Florida. Jim has held many professional certifications throughout his career including Certified Internal Auditor (CIA), Certified Fraud Examiner (CFE), and Chartered Bank Auditor (CBA). Jim is very active in the community and has served on the board of directors for numerous not-for-profit entities including the Ronald McDonald House Charities, Inc., the Southwest Florida Council of the Boy Scouts of America, and Crime Stoppers of Southwest Florida. Jim is located in Fort Myers, Florida.

Dawn Choate, Vice President
Commercial Treasury Management Officer
Phone: 239-591-6480
Email: Dawn.Choate@53.com

Dawn is a Certified Treasury Professional, Vice President and Commercial Treasury Management Officer with Fifth Third Bank. Dawn joined Fifth Third Bank in 2003 as a Financial Center Manager and then transitioned into the Commercial Treasury Management team in 2006. Dawn is responsible for partnering with various not-for-profits, government, institutional, higher education, and commercial middle market clients to lend experience, give advice, and offer guidance on the best approaches to meet their cash management needs. Prior to joining Fifth Third Bank, Dawn owned her own business for 3 years and served as the President of Expressions Flooring and Window Treatments in Valparaiso, Indiana. Dawn was also a Financial Center Manager for 6 years with First of America Bank and SouthTrust Bank. Dawn has earned awards for The Employee of the Year, Spirit of the Pin Award for Teamwork & Collaboration, and The President's Circle for her outstanding

support and customer service. Dawn is a member of The Association for Financial Professionals and Fifth Third Bank's Women's Network. Dawn and is located in Naples, Florida.

Joan Raborn, Officer

Client Advisor II

Phone: 239-591-6398

Email: Joan.Raborn@53.com

Joan is a Client Advisor and Officer with Fifth Third Bank. Joan joined the Commercial Treasury Management team of Fifth Third Bank in 2005. Joan is responsible for managing routine inquiries relative to how Commercial Banking services are functioning, determining the nature of any problems, identifying the appropriate follow up action and instituting that action to ensure a swift, accurate and complete resolution. Joan is in direct contact with the Relationship Managers and Treasury Management Officers to ensure that the entire team is always aware of needs and questions as it relates to Commercial products and services. Prior to joining Fifth Third Bank she was a Sales Support Associate and Treasury Management Implementation Officer with Bank of America for over 25 years. Joan is located in Naples, Florida.

10. Is your institution a State of Florida "Qualified Public Depository" pursuant to Chapter 280, Florida Statutes?

Yes, Fifth Third Bank is a Qualified Public Depository

Funds Availability

11. Please describe your controlled disbursement process?

Fifth Third's Controlled Disbursements solution utilizes a zero balance account structure and provides you with same day notification of the dollar amount to be cleared against your account. The Controlled Disbursement account is funded post notification allowing you to determine your cash flow needs earlier in the day to make better investment and borrowing decisions when market rates are more favorable. Controlled Disbursement accounts are automatically funded from your Fifth Third concentration account via ZBA or you can initiate a wire transfer from an external account to your Funding Account.

Early in the morning, the Federal Reserve electronically notifies Fifth Third of all the checks to be presented for that day. The High Dollar Group Sort (HDGS) presentment is made as the second presentment of the day to banks with more than \$10 million in daily presentments.

Fifth Third Bank offers two methods of disbursement reporting:

- **Internet-based balance reporting through Fifth Third Direct: Account Management and Payments, and**
- **Bank Balance Reporting (BAI)**

The published times for the two presentments are as follows: the first presentment at 8:30 a.m. and the second at 10:00 a.m. ET. Detail information is available at 11:30 a.m. The City will have access to controlled disbursement reporting through Fifth Third Direct: Account Management and Payments (AMP), our secure Internet portal.

- The average daily notification times are: 8:10 a.m. and 9:51 a.m. ET for final presentment, with detail available at 11:30 AM.
- Two notifications are made daily. The CDA totals will appear on the Account Management & Payments home page.

Client points for the proposed disbursement account are located in Lansing, Michigan (Central Michigan #072413298), and in Florence, Kentucky (Northern Kentucky #042100272). The points are classified as RCPC.

12. What options for notification and funding exist in the event of a second presentment?

Controlled Disbursement accounts are automatically funded from your Fifth Third concentration account via ZBA or you can initiate a wire transfer from an external account to your Funding Account.

13. How many times have you missed notification deadlines and by how much in a recent ninety day period?

We have met the reporting release time of 10:00 AM EST 100% in the last 90 days.

14. By what methods can you notify your customer of the amount of checks to be charged to their account?

Fifth Third Bank offers two methods of disbursement reporting:

- **Internet-based balance reporting through Fifth Third Direct: Account Management and Payments, and**
- **Bank Balance Reporting (BAI)**

15. Does notification of daily clearings (or funding requirements) include both check and ACH debits?

ACH activity should be directed to a non-Controlled Disbursement account; however, debits can be charged to a Controlled Disbursement account. ACH transactions are not included in CDA presentment totals.

16. At what time do you normally notify customers of their daily clearings? What is the earliest you are able to make daily notifications? What is your latest deadline?

The published times for the two presentments are as follows: the first presentment at 8:30 a.m. and the second at 10:00 a.m. ET. Detail information is available at 11:30 a.m. The City will have

access to controlled disbursement reporting through Fifth Third Direct: Account Management and Payments (AMP), our secure Internet portal.

- The average daily notification times are: 8:10 a.m. and 9:51 a.m. ET for final presentment, with detail available at 11:30 AM.
- Two notifications are made daily. The CDA totals will appear on the Account Management & Payments home page.

17. Do you have an established maximum dollar value limit that may not be exceeded by an individual check? Do you have any restrictions regarding individual check amounts?

The maximum dollar value of any check cannot exceed \$99,999,999.99.

18. What procedure will be used to resolve overdrafts caused by funding failures as result of improper funding from the County? As a result of the bank's error or delay in notification?

In the event of an overdraft on the account it would require the approval from the Relationship Manager prior to the payments being released. Fifth Third Bank has the ability to provide daylight overdraft protection, upon credit approval, to assure your checks are processed if an overdraft situation would occur. Fifth Third Bank will work with the County to determine the appropriate amount required if the County determines the service is needed.

In the event of an overdraft due to bank error the items presented would be paid upon verification of funds availability in the funding account. All overdraft charges associated with the occurrence would be waived.

Wire Transfer Services

19. What are the security features in your bank's PC wire system?

All users are issued a User ID and Password, which are maintained in Fifth Third Bank's Data Security System. Both Passwords and User IDs are system generated. Users are informed of their User ID by the System Administrator and passwords are distributed systematically directly to the user.

Upon every login, the User ID and Password combination is authenticated against Fifth Third's Data Security System. Fifth Third Direct also retrieves a profile from the data security system that details the services and accounts for which a user is authorized.

Enhanced Authentication is also employed. First time login users are required to establish and define challenge questions. These questions can be prompted at any time the system detects potentially unauthorized login and IP addresses.

All System Administrators and users with payment initiation and approval rights are also required to use a token to provide two-factor security. This keychain-sized device displays a random six-

digit code that the user enters in conjunction with his existing Fifth Third Direct ID and password at time of login.

Fifth Third Direct uses industry standard Secure Sockets Layer (SSL) encryption. During all sessions where customer information is being passed or transactions are being performed, Fifth Third Bank uses 128-bit SSL encryption for HTML browser-based applications launched within the Fifth Third Direct portal, or Triple DES encryption for applications serviced within the portal.

In addition, to internet portal and solution safeguards, Fifth Third actively monitors 100% of outgoing wire activity and compares outbound transactions to previous wire activity to detect anomalies. Outbound calls are made directly to clients to validate any suspect wires. Online and email alerts are also available to notify clients of wire activity.

We recommend that customers use an industry best practice of Dual control when sending monetary transactions. Dual control requires a minimum of two separate users to process wires: one to originate and a second, separate user, to approve. It provides an additional hurdle to cyber attackers to prevent access to customer's computer and offers clients enhanced internal risk management.

To help prevent malware, Fifth Third Bank recommends a no-cost browser-based security tool. We offer, directly through Fifth Third Direct, Trusteer Rapport, a downloadable security software plug-in, to compliment anti-virus and other security tools.

The banking industry has experienced an increase in wire fraud over the past few years. Fifth Third has invested time and resources to ensure our wire solution is and will continue to operate in a secure environment

20. Does your institution have on-line Federal Reserve wire capabilities?

Yes, Fifth Third has online access to Fedwire as well as connectivity through Fed batch, SWIFT and CHIPS.

Account Reconciliation

21. Explain your institution's capabilities and experience in providing online account reconciliation information.

Fifth Third Bank offers a full range of Account Reconciliation Program (ARP) services for controlled disbursement and non-controlled disbursement clients. The use of ARP services is optional, but recommended. Fifth Third Bank offers both full and partial account reconciliation.

The following account types are able to have reconciliation on them: Checking, Controlled Disbursements and Deposit.

Full Reconciliation is sent within four business days of the receipt of the final monthly check issue file. Image capture of all paid checks for Collier County will be provided through Image File Transmission. Paid check images are available within 2 business days after the end of the calendar month. Imaged bank statements are also available online, which provides small images of individual paid items in addition to the online fully searchable archive.

Partial Reconciliation is sent within four business days of calendar cut off. Image capture of all paid checks for Collier County will be provided through Image File Transmission. Paid check images are available within 2 business days after the end of the calendar month. Imaged bank statements are also available online, which provides small images of individual paid items in addition to the online fully searchable archive. All the following types of transactions can be included in your reconciliation file and we have found oftentimes, they provide efficiencies for our clients (the indicator to the right is customizable):

- Reconciled [R] – includes issued date
- Outstanding [O] – includes issued date
- PNI/DNI [N]
- Stopped [S] – includes date stop placed
- Cancelled [V] – includes date stop placed; timeframe for reporting voids is customizable
- Debits [D]
- Credits [C]

Account Reconciliation statements are also available online through Fifth Third Direct. The County will have Internet access to paid check information and associated images through Fifth Third Direct, a secure Internet portal. The service allows you to review paid check activity and view all associated images. Balance reporting tools permit statement data to be re-created in an online environment. DDA statements and separate paid check image statements (in PDF), as well as returns and EDI receivable reports, are also available on Fifth Third Direct.

Conversion

22. Describe a conversion plan to transfer assets of the County to your financial institution.

Fifth Third Bank understands the objective of Collier County and strives to exceed the expectations of its customers and business partners. We understand the importance of collaboration and cooperation. If the County elects to continue processing with Fifth Third Bank, we will continue our commitment to build on the long-term relationship we have established and exceed the expectations of the County. When you choose Fifth Third Bank, you are choosing a partner that will serve the County as a trusted advisor and use our expertise to bring you sustainable, innovative financial solutions – both now and into the future.

Careful planning ensures a smooth implementation. We will work closely with key stakeholders at the County to determine if it would be in the best interest of the County to make enhancements to their existing services or implement new solutions. In the event the County decides to implement new services or make changes to existing services, your Treasury Management Sales Officer, Client Advisor and dedicated Project Implementation Team would work closely with key stakeholders at the County to thoughtfully design a customized implementation plan with jointly

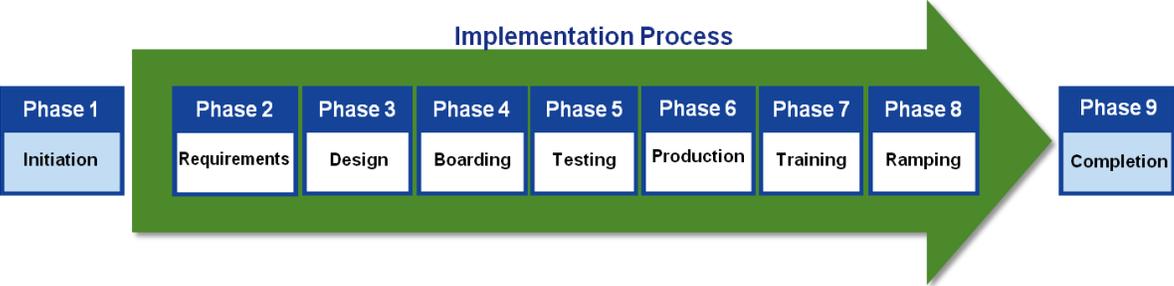
agreed upon milestone dates and deliverables. Our processes will ensure a timely and seamless transition as a newly introduced or an enhanced solution for the County.

Throughout the implementation, our teams will coordinate the completion of all relevant documentation, including forms for electronic banking and opening of accounts. We will also schedule the necessary training sessions to assure that your team is prepared for the effective utilization of these new products.



Project Management Approach

To gain the maximum benefit of our treasury solutions, your Implementation Team will use a consultative, project management based approach. The Implementations Team consists of your Treasury Management Office, Project Manager, Implementations Manager, and Technical Support Specialist.



Initiation

Within five (5) working days of the award of the contract, Fifth Third Bank will submit to Collier County an initial work plan on any enhancements or new services detailing the activities that will lead to a successful implementation to our recommended solution. Your Implementation Project Manager will schedule a call at that time. During the call, the Implementation Team, including Fifth Third Operations and IT professionals will be introduced.

Requirements

- Identification of specifications for building
- Data gathering
- Product customization
- Determine communication method

Design

Working with team members responsible for executing blueprint-specific requirements for the County

Boarding

Set-up within application systems

Testing

Validation of set-up process for the County

Production

“Go live”

Training

Fifth Third Bank will coordinate user documentation and training. The County employees will be trained on the product services selected by you. User manuals will be furnished and technical assistance will be available, both on-site and by telephone. Our goal is a smooth and successful implementation for the County, Fifth Third will offer one-on-one or group training during the implementation process to ensure a seamless transition for all of our services. Your team will be well-prepared before going live to the Fifth Third Bank solution.

Ramping

The implementations account servicing team will coordinate and resolve any service issues for 60 days post-implementation. Following this 60 day implementation period, the Local Account Management Team will assume primary responsibilities for servicing your account.

Fifth Third Bank understands that an exceptional implementation process will deliver both expected and additional long term benefits to Collier County.

23. What lead time do you expect will be necessary before the conversion begins?

Since Collier County is an existing client the conversion time would not be applicable. In the event the County decides to implement new or enhance existing services the implementation can begin upon being awarded the business.

24. Indicate your plans for educating and training the Clerk employees in the use of your system.

Training will be provided to the County based on their preferred method of delivery. Training is available on site, webinars, or conference calls. Training manuals can be provided in an electronic or paper format based on the County’s preference.

Should you need additional room for descriptions, please feel free to continue on a separate piece of paper, clearly identifying the question number and “Exhibit C

EXHIBIT D

SWORN STATEMENT UNDER SECTION 287.133
(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY
CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. RFP 2014-001 For Banking Services
2. This sworn statement is submitted by Fifth Third Bank
(Name of entity submitting sworn statement)
whose business address is: 999 Vanderbilt Beach Rd., Naples, FL. 34108

(if applicable) its Federal Employer Identification Number (FEIN) is 38-0892620

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Dawn Choate and my relationship to the entity named
(please print name of individual signing)
above is Vice President, Treasury Management Officer.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 - a. A predecessor or successor of a person convicted of a public entity crime;
or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliated" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief the statement that I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting the sworn statement on the convicted vendor list. **(Attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPHS 1-3 (ONE THRU THREE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

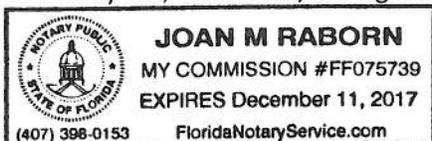
Dawn Choate
(Signature)

June 3, 2014

(Date)

STATE OF Florida
COUNTY OF Collier

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Dawn Choate who, after first being sworn by me, affixed his/her signature in the space provided on this 3 day of June, 2014.



Joan M Raborn
NOTARY PUBLIC
Commission number: FF075739
Commission expires: 12/11/2017

Exhibit E
RFP 2014-001 Banking Services
Letter of Intent

The Fifth Third Bank intends to respond to the Request for Proposal for Banking Services by the Collier County Clerk of the Circuit Court. We understand that any changes, clarifications and addenda to the Request for Proposal will be promptly communicated to the individual authorized below to receive this information.

Dawn Choate
Name

Fifth Third Bank
Financial Institution

999 Vanderbilt Beach Rd.
Address

Naples, FL. 34108

239-591-6480
Telephone Number

239-449-7106
FAX Number

Dawn.Choate@53.com
E-mail Address

Please fax this form "Attention: Alina Bec" at 239/252-8838.

**EXHIBIT F
BAI CRITICAL QUALITY INDICATOR**

Critical Quality Indicator	Indicator Reported for the Last BAI Survey	Tracking Frequency	Period Covered	Last Two Measurements
File Processing Error Rate # of Files Processed Incorrectly 0 x 1,000 <hr/> Total # of Files Processed				We have not had any incidents of processing a file incorrectly.
Item Processing Error Rate # of Items Processed Incorrectly Incorrectly - 395 99.9986% x 10,000 <hr/> Total # of Items Processed 29,005,475		Daily	2014 YTD	
Failed/Late Processing Error Rate # of Files Not Processed or Processed Late- 1005 99.6909% x 1,000 <hr/> Total # of Files Processed 33,975		Daily	2014 YTD	
Failed/Late Item Processing Error Rate # of Items Not Processed or Processed Late x 10,000 <hr/> Total # of Items Processed				We measure Defects Per Million for memo post- for ECL (Lockbox channel), our DPM for 2014 YTD is: 8 DPM
Check Encoding Error Rate # of (Bank Encoded) Items with Encoding Errors- 138 x 100,000 <hr/> Total # of Items Encoded by Bank 29,005,475		Daily	2014 YTD	
Check Reject Rate # of Rejects x 1,000 <hr/> Total # of Items Processed				This metric is not tracked as all items are image based processing with no rejected items.

Coin & Currency Provided Error Rate # of Coin and Currency Order Errors _____ x 1,000 Total # of Coin and Currency Orders Filled				This metric is not tracked
Commercial Deposit Error Rate # of Commercial Deposit Processing Errors _____ x 1,000 Total # of Commercial Deposits Processed				This metric is not tracked
Reporting Error Rate # of Clearing Total Errors Reported _____ x 100 # of Clearing Totals Reported				This metric is not tracked
Reporting Delay/Failure Rate # of Total Presentment Files Sent After Deadline _____ x 100 # of Total Presentment Files				This metric is not tracked
Reconciliation Error Rate # of Reconciliations with Errors by Account _____ x 100 Total # of Reconciliations by Account				This metric is not tracked
Reconciliation Statement Delay/ Failure Rate # of Reconciliation Statements Not Released after Goal _____ x 100 Total # of Reconciliation Statements Released				This metric is not tracked
ACH Origination File Error Rate Origination Files Processed with Errors _____ x 1,000 Total # of Origination Files Processed				We do not track the information requested for ACH. We track straight through processing.
ACH Failed/Late File Delivery Rate # of ACH Origination Files Not Processed or Processed Late _____ x 1,000 Total # of Origination Files Processed				Straight Through Processing Stats: Jan. 99.89%, Feb. 99.92%, March 99.93%, April 99.93%, and May 99.94%

<p>ACH Failed /Late File Receipt Date # of ACH Receipt Files Not Posted on Time</p> <p>_____ x 1,000</p> <p>Total # of ACH Files Processed</p>				This metric is not tracked
<p>Payment Error Rate Wire Transfers Processed with Errors</p> <p>_____ x 1,000</p> <p>Total # of Wire Transfers Processed</p>				This metric is not tracked
<p>Failed/Late Execution Rate # of Failed/Late Wire Transfer Payments</p> <p>_____ x 1,000</p> <p>Total # of Wire Transfers Processed</p>				This metric is not tracked



STATE OF FLORIDA
Office of the Chief Financial Officer
Division of Treasury
Bureau of Collateral Management

**CERTIFICATE OF QUALIFIED PUBLIC DEPOSITORY
UNDER THE FLORIDA SECURITY FOR
PUBLIC DEPOSITS ACT**

This is to certify that

**FIFTH THIRD BANK
38 FOUNTAIN SQUARE PLAZA
CINCINNATI, OHIO 45263**

has fully qualified as a public depository pursuant to Chapter 280, Florida Statutes, otherwise known as the Florida Security for Public Deposits Act. As such, said bank or savings association is hereby designated to receive public deposits, as defined in Subsection 280.02(13), Florida Statutes.

Given under my hand this 17th day of February, 2010.

Alex Sink

CHIEF FINANCIAL OFFICER, STATE OF FLORIDA



Commercial Master Signature Card

New Account

Replace Existing Card

This Signature Card is delivered to Fifth Third Bank by the customer identified below (the "Customer") in connection with the opening and ongoing use of the Customer's accounts identified on this page and the attached Exhibit A. By using the accounts or by signing and delivering this Signature Card to Fifth Third Bank, the Customer acknowledges receipt of, and agrees to the Fifth Third Bank Commercial Account Rules governing the accounts (as amended or updated), and agrees to the related operating policies in effect at Fifth Third Bank with respect to these accounts.

Legal Name of Customer: COLLIER COUNTY CLERK OF THE CIRCUIT COURT	Doing Business As:
Street Address: 3299 TAMIAMI TRAIL E.	
City and State: NAPLES, FL	Account Type: PF TOTAL NOW
Zip Code: 34112	Phone Number: 239-252-8472
Employer Identification Number: 59-6000559	
Type of Organization: Government	Jurisdiction of Formation: FL

Fifth Third Bank is authorized and directed to recognize the signatures of the persons listed on this page and Exhibit A on checks drawn on, for the withdrawal of funds and for the transaction of any other business regarding the indicated account or accounts until such time as Customer gives written notice of a change in authorization and Fifth Third Bank has a reasonable opportunity to act on that notice. Fifth Third Bank is also authorized in its discretion to accept changes and updates to this Signature Card in a separate, written instrument signed by an authorized representative of the Customer.

SIGNATURE OF AUTHORIZED PERSON LISTED IN ACCOUNT RESOLUTIONS

I certify that: I am duly authorized by the Customer named above to execute and deliver this Master Signature Card, and the signatures on the attached Exhibit A are the genuine specimen signatures of the listed persons.

Signature: _____ Date: _____
 Name: _____ Title: _____

USA PATRIOT ACT REQUIREMENTS: Please indicate if any person authorized on any account covered by this Signature Card is:

1. a Non-U.S. person with more than \$500,000 on deposit or invested with Fifth Third Bank, or
 2. a Senior Foreign Official of a government branch, political party, foreign government-owned company, or a close personal or professional associate of one of these.
- Yes No If Yes, Name of person: _____

ACCOUNT NUMBER (S): _____

Check if Signatures below applies to all Accounts List Above.

AUTHORIZED SIGNER (TYPE OR PRINT)	SIGNATURE	APPLICABLE ACCOUNT # (indicate all if applicable)
Name: DWIGHT E. BROCK _____ Title: Clerk of Courts _____ <input type="checkbox"/> Also authorized on accounts listed on Schedule 1.		
Name: CRYSTAL K. KINZEL _____ Title: Director of Finance _____ <input type="checkbox"/> Also authorized on accounts listed on Schedule 1.		

(Use Exhibit A if additional Signors are needed)

Bank Use Only.

February 2013 v1

Date:	Assignment #:	Banking Center #:
Opened By:	Commercial Assignment:	Notes:



**EXHIBIT A TO
COMMERCIAL MASTER SIGNATURE CARD
FOR Collier County Clerk of the Circuit Court _____**

USA PATRIOT ACT REQUIREMENTS: Please indicate if any person authorized on any account covered by this Signature Card is:

1. a Non-U.S. person with more than \$500,000 on deposit or invested with Fifth Third Bank, or
2. a Senior Foreign Official of a government branch, political party, foreign government-owned company, or a close personal or professional associate of one of these.

Yes No If Yes, Name of person: _____

ACCOUNT NUMBER (S): _____

Check if this Exhibit Applies to all Accounts List Above.

AUTHORIZED SIGNER (TYPE OR PRINT)	SIGNATURE	APPLICABLE ACCOUNT # (indicate all if applicable)
Name: _____ Title: _____ <input type="checkbox"/> Also authorized on accounts listed on Schedule 1.		
Name: _____ Title: _____ <input type="checkbox"/> Also authorized on accounts listed on Schedule 1.		
Name: _____ Title: _____ <input type="checkbox"/> Also authorized on accounts listed on Schedule 1.		
Name: _____ Title: _____ <input type="checkbox"/> Also authorized on accounts listed on Schedule 1.		
Name: _____ Title: _____ <input type="checkbox"/> Also authorized on accounts listed on Schedule 1.		
Name: _____ Title: _____ <input type="checkbox"/> Also authorized on accounts listed on Schedule 1.		
Name: _____ Title: _____ <input type="checkbox"/> Also authorized on accounts listed on Schedule 1.		
Name: _____ Title: _____ <input type="checkbox"/> Also authorized on accounts listed on Schedule 1.		

Note: For additional signers on this account or other accounts for the same entity with different signers, attach separate copies of this Exhibit A.

Bank Use Only.

February 2013 v1

Date:	Assignment #:	Banking Center #:
Opened By:	Commercial Assignment:	Notes:



Commercial Master Signature Card

New Account

Replace Existing Card

This Signature Card is delivered to Fifth Third Bank by the customer identified below (the "Customer") in connection with the opening and ongoing use of the Customer's accounts identified on this page and the attached Exhibit A. By using the accounts or by signing and delivering this Signature Card to Fifth Third Bank, the Customer acknowledges receipt of, and agrees to the Fifth Third Bank Commercial Account Rules governing the accounts (as amended or updated), and agrees to the related operating policies in effect at Fifth Third Bank with respect to these accounts.

Legal Name of Customer: COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS	Doing Business As:
Street Address: 3299 TAMIAMI TRAIL E. STE 403	
City and State: NAPLES, FL	Account Type: PF TOTAL NOW
Zip Code: 34112	Phone Number: 239-252-8481
Employer Identification Number: 59-6000558	
Type of Organization: Government	Jurisdiction of Formation: FL

Fifth Third Bank is authorized and directed to recognize the signatures of the persons listed on this page and Exhibit A on checks drawn on, for the withdrawal of funds and for the transaction of any other business regarding the indicated account or accounts until such time as Customer gives written notice of a change in authorization and Fifth Third Bank has a reasonable opportunity to act on that notice. Fifth Third Bank is also authorized in its discretion to accept changes and updates to this Signature Card in a separate, written instrument signed by an authorized representative of the Customer.

SIGNATURE OF AUTHORIZED PERSON LISTED IN ACCOUNT RESOLUTIONS

I certify that: I am duly authorized by the Customer named above to execute and deliver this Master Signature Card, and the signatures on the attached Exhibit A are the genuine specimen signatures of the listed persons.

Signature: _____ Date: _____
 Name: _____ Title: _____

USA PATRIOT ACT REQUIREMENTS: Please indicate if any person authorized on any account covered by this Signature Card is:

1. a Non-U.S. person with more than \$500,000 on deposit or invested with Fifth Third Bank, or
2. a Senior Foreign Official of a government branch, political party, foreign government-owned company, or a close personal or professional associate of one of these.

Yes No If Yes, Name of person: _____

ACCOUNT NUMBER (S): _____

Check if Signatures below applies to all Accounts List Above.

AUTHORIZED SIGNER (TYPE OR PRINT)	SIGNATURE	APPLICABLE ACCOUNT # (indicate all if applicable)
Name: TOM HENNING _____ Title: Chairman _____ <input type="checkbox"/> Also authorized on accounts listed on Schedule 1.		
Name: TIM NANCE _____ Title: Vice Chairman _____ <input type="checkbox"/> Also authorized on accounts listed on Schedule 1.		

(Use Exhibit A if additional Signors are needed)

Bank Use Only.

February 2013 v1

Date:	Assignment #:	Banking Center #:
Opened By:	Commercial Assignment:	Notes:



**EXHIBIT A TO
COMMERCIAL MASTER SIGNATURE CARD
FOR Collier County Board of County Commissioners**

USA PATRIOT ACT REQUIREMENTS: Please indicate if any person authorized on any account covered by this Signature Card is:

1. a Non-U.S. person with more than \$500,000 on deposit or invested with Fifth Third Bank, or
2. a Senior Foreign Official of a government branch, political party, foreign government-owned company, or a close personal or professional associate of one of these.

Yes No If Yes, Name of person: _____

ACCOUNT NUMBER (S): _____

Check if this Exhibit Applies to all Accounts List Above.

AUTHORIZED SIGNER (TYPE OR PRINT)	SIGNATURE	APPLICABLE ACCOUNT # (indicate all if applicable)
Name: DWIGHT E. BROCK _____ Title: Clerk of Courts _____ <input type="checkbox"/> Also authorized on accounts listed on Schedule 1.		
Name: CRYSTAL K. KINZEL _____ Title: Director of Finance _____ <input type="checkbox"/> Also authorized on accounts listed on Schedule 1.		
Name: _____ Title: _____ <input type="checkbox"/> Also authorized on accounts listed on Schedule 1.		
Name: _____ Title: _____ <input type="checkbox"/> Also authorized on accounts listed on Schedule 1.		
Name: _____ Title: _____ <input type="checkbox"/> Also authorized on accounts listed on Schedule 1.		
Name: _____ Title: _____ <input type="checkbox"/> Also authorized on accounts listed on Schedule 1.		
Name: _____ Title: _____ <input type="checkbox"/> Also authorized on accounts listed on Schedule 1.		
Name: _____ Title: _____ <input type="checkbox"/> Also authorized on accounts listed on Schedule 1.		

Note: For additional signers on this account or other accounts for the same entity with different signers, attach separate copies of this Exhibit A.

Bank Use Only.

February 2013 v1

Date:	Assignment #:	Banking Center #:
Opened By:	Commercial Assignment:	Notes:



Commercial Master Signature Card

New Account

Replace Existing Card

This Signature Card is delivered to Fifth Third Bank by the customer identified below (the "Customer") in connection with the opening and ongoing use of the Customer's accounts identified on this page and the attached Exhibit A. By using the accounts or by signing and delivering this Signature Card to Fifth Third Bank, the Customer acknowledges receipt of, and agrees to the Fifth Third Bank Commercial Account Rules governing the accounts (as amended or updated), and agrees to the related operating policies in effect at Fifth Third Bank with respect to these accounts.

Legal Name of Customer: COLLIER COUNTY SUPERVISOR OF ELECTIONS
Doing Business As:
Street Address: 3299 TAMIAMI TRAIL E.
City and State: NAPLES, FL
Account Type: PF TOTAL NOW
Zip Code: 34112
Phone Number: 239-252-8333
Employer Identification Number: 59-2562792
Type of Organization: Government
Jurisdiction of Formation: FL

Fifth Third Bank is authorized and directed to recognize the signatures of the persons listed on this page and Exhibit A on checks drawn on, for the withdrawal of funds and for the transaction of any other business regarding the indicated account or accounts until such time as Customer gives written notice of a change in authorization and Fifth Third Bank has a reasonable opportunity to act on that notice. Fifth Third Bank is also authorized in its discretion to accept changes and updates to this Signature Card in a separate, written instrument signed by an authorized representative of the Customer.

SIGNATURE OF AUTHORIZED PERSON LISTED IN ACCOUNT RESOLUTIONS

I certify that: I am duly authorized by the Customer named above to execute and deliver this Master Signature Card, and the signatures on the attached Exhibit A are the genuine specimen signatures of the listed persons.

Signature: _____ Date: _____
Name: _____ Title: _____

USA PATRIOT ACT REQUIREMENTS: Please indicate if any person authorized on any account covered by this Signature Card is:

- 1. a Non-U.S. person with more than \$500,000 on deposit or invested with Fifth Third Bank, or
2. a Senior Foreign Official of a government branch, political party, foreign government-owned company, or a close personal or professional associate of one of these.
Yes [] No [] If Yes, Name of person: _____

ACCOUNT NUMBER (S): _____

[] Check if Signatures below applies to all Accounts List Above.

Table with 3 columns: AUTHORIZED SIGNER (TYPE OR PRINT), SIGNATURE, APPLICABLE ACCOUNT # (indicate all if applicable). Rows include Jennifer J. Edwards (Supervisor of Elections) and Crystal K. Kinzel (Director of Finance).

(Use Exhibit A if additional Signors are needed)

Bank Use Only.

February 2013 v1

Table with 3 columns: Date, Assignment #, Banking Center #; Opened By, Commercial Assignment, Notes.



**EXHIBIT A TO
COMMERCIAL MASTER SIGNATURE CARD
FOR Collier County Supervisor of Elections _____**

USA PATRIOT ACT REQUIREMENTS: Please indicate if any person authorized on any account covered by this Signature Card is:

1. a Non-U.S. person with more than \$500,000 on deposit or invested with Fifth Third Bank, or
2. a Senior Foreign Official of a government branch, political party, foreign government-owned company, or a close personal or professional associate of one of these.

Yes No If Yes, Name of person: _____

ACCOUNT NUMBER (S): _____

Check if this Exhibit Applies to all Accounts List Above.

AUTHORIZED SIGNER (TYPE OR PRINT)	SIGNATURE	APPLICABLE ACCOUNT # (indicate all if applicable)
Name: DWIGHT E. BROCK _____ Title: Clerk of Courts _____ <input type="checkbox"/> Also authorized on accounts listed on Schedule 1.		
Name: _____ Title: _____ <input type="checkbox"/> Also authorized on accounts listed on Schedule 1.		
Name: _____ Title: _____ <input type="checkbox"/> Also authorized on accounts listed on Schedule 1.		
Name: _____ Title: _____ <input type="checkbox"/> Also authorized on accounts listed on Schedule 1.		
Name: _____ Title: _____ <input type="checkbox"/> Also authorized on accounts listed on Schedule 1.		
Name: _____ Title: _____ <input type="checkbox"/> Also authorized on accounts listed on Schedule 1.		
Name: _____ Title: _____ <input type="checkbox"/> Also authorized on accounts listed on Schedule 1.		
Name: _____ Title: _____ <input type="checkbox"/> Also authorized on accounts listed on Schedule 1.		

Note: For additional signers on this account or other accounts for the same entity with different signers, attach separate copies of this Exhibit A.

Bank Use Only.

February 2013 v1

Date:	Assignment #:	Banking Center #:
Opened By:	Commercial Assignment:	Notes:

Account Resolutions Certificate for Treasury Management Services (Government Entity)

To Fifth Third Bank:

I HEREBY CERTIFY THAT:

I am the duly elected or appointed and currently serving official, manager or trustee (the “*Official*”) of the governing body or governmental entity identified below (the “*Governmental Entity*”);

I am duly authorized to make the following certifications to you; and

The following resolutions (“*Account Resolutions*”) were duly adopted by the governing body of the Governmental Entity in accordance with applicable law, are the binding resolutions and statements of the Governmental Entity, are in full force and effect, and have not been rescinded or modified:

RESOLVED, Fifth Third Bank is hereby designated as an authorized depository of this Governmental Entity and that one or more checking, savings or other deposit accounts (“*Accounts*”) be opened and maintained with Fifth Third Bank in the name of the Governmental Entity;

RESOLVED FURTHER, that the opening and maintaining of the Accounts, all transactions in connection with the Accounts and all related services will be governed by written agreements provided by Fifth Third Bank, and by such rules, regulations and policies as Fifth Third Bank shall from time to time establish;

RESOLVED FURTHER, this Governmental Entity is authorized to obtain banking services from Fifth Third Bank including treasury management and corporate card services, and to enter into such agreement or agreements and documentation for such services as are required by Fifth Third Bank from time to time, including a Master Treasury Management Agreement, Terms and Conditions for various banking services, Signature Card, Commercial Card Agreement and Commercial Account Rules (“*Banking Agreements*”) each of which, when accepted or signed by an Authorized Person described below is approved and authorized in all respects;

RESOLVED FURTHER, that the Governmental Entity is authorized to incur and repay indebtedness, grant or give security, and incur and perform related liabilities and obligations to Fifth Third Bank in connection with the banking services obtained by the Governmental Entity under the relevant Banking Agreements, including, without limiting the foregoing, with respect to: (a) transactions executed for the Governmental Entity by Fifth Third Bank, (b) credit card services under the Commercial Card Agreement, and (c) import and export services for letters of credit as provided in the Terms and Conditions for such import and export services and related reimbursement, financing and security or collateral arrangements;

RESOLVED FURTHER, that the Governmental Entity is authorized to enter into, execute and deliver to Fifth Third Bank applications, documents, notes and agreements

reflecting or evidencing such indebtedness, security, liabilities and obligations including those related to letters of credit, confirmation and payment services, reimbursement arrangements and related loans, lines of credit or similar financing arrangements, and security and collateralization arrangements, and a note or notes, security, pledge or similar agreement evidencing or securing such arrangements (“*Banking Services Financing Agreements*”) each of which, when submitted, accepted or signed by an Authorized Person is authorized and approved in all respects;

RESOLVED FURTHER: that (a) each of the individuals identified in the table entitled “Authorized Persons” appearing below and (b) any other person designated by any such individual whose identity and signature are provided to Fifth Third Bank (each, an “*Authorized Person*” and for purposes of certain Banking Agreements, an “*Authorized Agent*”) is authorized on behalf of the Governmental Entity and in its name to do any of the following:

- *Accounts and Agreements.* Open or close any deposit or other Account and execute on behalf of the Governmental Entity signature cards (and designate persons with check signing authority), application forms, authorization, set-up and other documentation and agreements with Fifth Third Bank with respect to the Accounts and any services related to the Accounts including each of the Banking Agreements and Banking Services Financing Agreements;
- *Payment Instructions.* Issue, and designate persons with the authority to issue written, telephonic, electronic, internet-based or oral instructions and payment orders for the transfer or payment of funds of the Governmental Entity on deposit with Fifth Third Bank (or at any other financial institution) including by wire transfer, automated clearing house debit, book transfer and other physical and electronic means;
- *Implementation and Setup.* Select the services the Governmental Entity will obtain from Fifth Third Bank, and instruct Fifth Third Bank on service options and features desired by the Governmental Entity, and the set up, implementation and security procedures relating to the services selected; and,
- *Authorization.* Designate, and advise Fifth Third Bank of the identity of persons (including officers and employees of this Governmental Entity or its service providers) who have some or all of the authority of an Authorized Person with respect to one or more Accounts of the Governmental Entity or services utilized by the Governmental Entity, and limitations on the scope of such authority, if any, including a person or persons who will serve as administrator or service administrator with respect to a service or services obtained by the Governmental Entity and will have authority to: manage the service on behalf of the Governmental Entity; select and administer security and operating procedures; designate persons as authorized users of a service; and, enable and administer user identification codes, passwords and other identification data.

RESOLVED FURTHER, that all actions of the Authorized Persons, and all agreements, applications, documents and authorizations executed and delivered by the Authorized Persons prior to the date of these resolutions and in connection with the transactions contemplated by these resolutions are ratified, confirmed and approved in all respects;

RESOLVED FURTHER: Fifth Third Bank is authorized to rely on the full and unrestricted authority as provided in these resolutions of any one Authorized Person unless otherwise certified to Fifth Third Bank by the Official;

RESOLVED FURTHER, that the Official is authorized to deliver a certified copy of these Resolutions to Fifth Third Bank and certify to Fifth Third Bank the name, title and specimen signature of each Authorized Person.

I further certify that:

- these resolutions do not conflict with or contravene the laws, rules, regulations or ordinances creating, authorizing or empowering the Governmental Entity or governing the organization or management of the Governmental Entity or similar governing documents of, or any agreement, law or regulation applicable to the Governmental Entity; and
- each of the following persons has been designated by the Governing Entity as an Authorized Person with the authority specified in the foregoing resolutions, and the signatures indicated below are genuine signatures of the indicated persons:

AUTHORIZED PERSONS

<u>Name of Authorized Person</u>	<u>Title of Authorized Person</u>	<u>Specimen Signature of Authorized Person</u>
1.		
2.		
3.		
4.		
5.		
6.		

*****EXECUTION PAGE FOLLOWS*****

IN WITNESS WHEREOF, I have subscribed my name to this Certificate on behalf of the following Governmental Entity:

Exact Name of Governmental Entity: _____

Acting under the laws of _____

Signature: _____

Print Name: _____

Title: _____

Dated: _____

Note: a “Governmental Entity” includes any federal, state, county or municipal governing body or entity, or any of their respective branches, departments, agencies, or divisions.



These Commercial Account Rules (“*Rules*”) govern all commercial deposit accounts at Fifth Third Bank (“*Accounts*”) and constitute an agreement between our customer, the entity (or entities) that has established the Account (“*you*” in these Rules) and Fifth Third Bank, an Ohio banking corporation (“*we*” or “*us*” in these Rules). By opening an Account and either signing the signature card for the Account or using the Account in any way, you accept and agree to these Rules.

Account Documentation

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.

Authorizations Forms. The forms we require when you open your Account include account resolutions, a commercial signature card and other documents that establish the authority of the person or persons authorized to access your Accounts and conduct banking business with us. An “*Authorized Person*” is any person identified to us as such or as an agent of yours in the account resolutions you give us or in the signature card or other account implementation forms we require, and any other person or agent acting for you with actual or apparent authority to transact business on your behalf. We may require additional information and documents for these purposes at any time. You agree to keep the information you provide us current and up-to-date including for any change in your business name, address, Authorized Persons and contact information. You authorize us to recognize the authority of each Authorized Persons until we receive authorized written notice that the existing authorization is changed or terminated and we have had a reasonable opportunity to act on that notice. We are not responsible for any losses if you fail to timely and properly notify us of changes in your information, authorizations or Authorized Persons. We are not obligated to honor checks or process transactions until we receive properly completed authorization forms.

Compliance With Law. You agree that you will use your Account only for lawful business purposes and in compliance with Applicable Law (as defined below).

Master Treasury Management Agreement. Our Master Treasury Management Agreement and the Terms and Conditions for Services (collectively, the “*Master Agreement*”) govern the treasury management Services (as defined in the Master Agreement) we provide to our customers. If we have executed a Master Agreement with you, the Master Agreement governs the Service and these Rules continue to govern your Accounts. Should there be any conflict between the provisions of these Rules and the provisions of the Master Agreement, the provisions of the Master Agreement will prevail as necessary to resolve the conflict. If you have not executed a Master Agreement but use one of these Services, you will be deemed to have accepted and agreed to be bound by the Master Agreement and the Terms and Conditions for the Services you use in each case, in the form provided to you.

Additional Documentation. We may, from time to time, require that you provide us with additional documentation to verify your identity, the authority of individuals acting on your behalf and other matters relating to your Account.

Deposits

Collection. When you deposit or cash a check, draft or other item with us (in whatever medium including a substitute or imaged check, an “*Item*”) by any means, we act as your agent in collecting the Item. You have the risk of loss for each Item throughout the collection process and are solely responsible for the return, rejection and collectability of each Item. We may charge your Account for, or otherwise obtain a refund of the amount of any credit we gave you for the deposited Item (including interest and earnings credits), if we are unable to collect the Item for any reason including loss or destruction of the Item, regardless of when the Item is returned. You agree to assist us in any case in collecting lost, destroyed or returned Items. We are not responsible for the insolvency or any act or failure to act of any other bank, processor or intermediary in the collection process. We reserve the right to process an Item on a collection basis only. We are not required to examine Items for, and have no responsibility for any legends or restrictions appearing on any Item deposited to your Account.

Verification. All deposits and credits to your Account (even those for which we have provided a receipt) are subject to final verification by us. We recommend that you maintain thorough records of all deposits. Credit for any deposit is always provisional and subject to verification and correction at any time without notice if we determine it to be incorrect for any reason. We may refuse to accept deposits or specific Items for deposit and may limit the minimum or maximum balance that you may maintain in any Account. We reserve the right to produce images of deposit documents including Items and destroy the original, subject to our retention policy.

Preauthorized Drafts. If you deposit a preauthorized draft, you represent and warrant to us that you have legal, valid and binding authorization from the maker of the draft to create a draft against the maker’s account. You agree to furnish valid proof of such authorization upon request and that we may reverse any credit we gave you (and related interest) if the draft is returned at any time. We reserve the right to refuse to accept preauthorized drafts at any time.

Returned Items. Items you deposit in an Account are subject to collection. If any Item is returned to us unpaid by any means (including electronically) or form at any time for any reason, we will reverse the credit to, or otherwise debit your Account or any other Account of yours with us for the amount of the credit and any applicable fees, service charges and other damages we suffer. If there are not sufficient funds in the Account, we may obtain a refund of the amount of any credit we gave you for the Item by any legal means (and reverse or recover any associated interest or earnings credit) regardless of any applicable midnight deadline or other circumstances. We may, in our discretion present an unpaid Item for payment or collection again without notice to you including electronically. You understand that an Item drawn on a financial institution in a foreign country may be returned at any time and your obligation with respect to the returned Item could arise at anytime. If a deposited Item is returned unpaid, and resubmitted for payment, we reserve the right to charge a re-presentation fee. If a deposited Item is returned unpaid and charged back to your Account, we reserve the right to charge a returned item fee. If an Item is returned as a counterfeit item, altered item, or for any other reason, you are liable to us for any loss we suffer regardless of any confirmation of availability of funds we may have provided to you. You may not receive an original of a deposit item that is returned unpaid; instead you may receive an image or other record of the item.

Endorsements. We may accept for deposit any Item last endorsed by you (including as you instruct us). We have adopted specific endorsement requirements that are set forth in our Funds Availability Policy included with these Rules. You agree to abide by the endorsement requirements and acknowledge that we have no responsibility for any improper endorsement or marks by you. You understand that we may refuse to accept Items not properly endorsed by you. We may, however, supply a missing endorsement on an Item we cash or take for collection, and you authorize us to do so.

Encoding. If you encode any information on a check you deposit with us, you are solely responsible for the accuracy and completeness of the encoding.

Foreign Currencies. We may accept deposits of Items payable in foreign currencies that are convertible to U.S. dollars. We will credit your Account when we receive proceeds in U.S. dollars, and you will bear exchange rate exposure until that time. We will convert foreign currencies to U.S. dollars in accordance with our customary practices. The processing and collection of foreign checks may be subject to foreign law and regulations including with respect to collection and review periods that are different than U.S. periods. We may accept a foreign check on a collection basis only.

Funds Availability. Funds from your deposits will be available for withdrawal as provided in our Funds Availability Policy. Deposits to your Account are subject to our published cut-off times and policies. The availability of funds as provided in the Funds Availability Policy does not mean the funds have been collected, that the applicable Item or other credit or deposit is “good” or has been finally paid or settled, or that the deposit is not subject to chargeback or reversal. We may reverse or chargeback any deposit or other credit to your Account if it is reversed or returned to us for any reason at any time, or was otherwise the subject of an error.

Substitute Checks. To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states “this is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check. Some or all of the checks you receive back from us may be substitute checks. We reserve the right to refuse to accept a substitute check created by a person other than a bank that has not yet been transferred by another bank unless otherwise agreed to by us in writing. We may limit or impose conditions on your right to deposit a substitute check at any time. In no event are you authorized to identify us as a reconverting or truncating bank.

Withdrawals and Transfers

Presentment. We may charge your Account on the day the Item is presented to us by any means. We may charge your Account or place a hold on funds if we receive an electronic or other notice that your Item has been deposited for collection at another bank. We have no obligation to honor any Item drawn on, or any withdrawal or transfer from an Account if an Overdraft (as defined below) would be created or increased. We make the decision to pay or return an Item in a single determination between the time the Item is presented to us by any means or we receive notice of it, and the time we are required to honor or refuse an Item.

Overdraft. If the Available Balance (as defined below) in an Account plus available credit in an overdraft protection plan you have in place with us is insufficient, at any time, to pay all Items, debits, fees and other transactions presented for payment from the Account, that Account is in an overdraft position (an “*Overdraft*”). If an Overdraft is created, we may, at our option and in our discretion pay or return any Item or debits regardless of the order of presentment, or whether payment creates an Overdraft. You understand that such payment does not constitute an application for credit and that the amount of deficiency, whether from the amount of the Overdraft or any fees assessed, in the Account is immediately due and payable without further demand. In case of any Overdraft, whether by error, mistake, inadvertence, or otherwise, you agree to immediately pay the amount of such Overdraft to us, plus any fees or charges we assess. We may assess an Overdraft fee whether we pay the Item or debit.

Available Balance. The “*Available Balance*” is an Account’s balance as of the end of the previous business day’s processing, plus or minus any pending transactions, direct deposits that have not posted or holds (including deposited funds being held for verification). If multiple Items are presented against the Account for payment and the Available Balance of the Account is insufficient to pay all of those Items, we (not you) have the right to decide whether to pay any or all of those items or not. We will post Items and other debits to your Account and pay them as follows: we will first post all deposits made prior to the end of day cutoff time; next, we will post all fees, including but not limited to, any overdraft fees; next, the Bank will post ATM and debit card purchases in the order they took place; finally, we will post all other debits, including checks, electronic bill payments, wire transfer and ACH debits in the order of highest

amount to lowest amount. This posting order may change due to circumstance beyond our control, for example, changes or disruptions in network processing or processing delays by a third party. If we decide to change the order, we will notify you as and to the extent required by Applicable Law.

Electronic Presentment and Representation. In certain cases, your check may be converted to electronic information and presented to us electronically. If we return a check you wrote, it may be represented to us electronically. You authorize us in our sole discretion to return any Item drawn on your Account by any legally permissible means including returning an Image or other electronic return.

Dates and Restrictions. We may, without inquiry or liability honor or refuse to honor any Item drawn on your Account that is (a) is post-dated or contrary to special instructions or restrictive legend identified on the Item, or (b) undated or has a date on the Item more than six months old. If you do not want us to honor these Items, you must give us a stop payment order.

Processing Requirements. You understand that we, like most other financial institutions, process Items using high speed automated equipment based on the Magnetic Ink Character Recognition (MICR) line information encoded on such Items. While we select some Items for physical review based on our internal criteria that changes from time to time, we do not visually inspect each Item. You agree that we may disregard any information on an Item other than the MICR data amount, signature of drawer and identity of payee.

Signature Requirements. If you establish an Account that purports to require two or more signatures on an Item or impose any conditions or restrictions in any way, you understand that such signature requirements, conditions, and restrictions are solely for your own internal control purposes. We will not be liable for paying any Item lacking the required number of signatures, or otherwise not in compliance with any such conditions or restrictions. In addition, if you use an ink or form that is not recognized by imaging equipment, it may not be processed properly or at all and we may return it unpaid without liability.

Facsimile or Mechanical Signatures. If you use a stamp, computer printer or software, facsimile or other mechanical or electronic device or method (collectively, “*Mechanical Signatures*”) to sign or endorse Items, we are authorized to conclusively rely on that signature as your authorized signature regardless of the person or means by which such signature may have been made, or the color or combination of colors of the signature or any other marking, legend, identifier or code. We will treat the Item that has such signature (or any signature that reasonably resembles the specimen you provide to us) as authorized by you and properly payable, and we will honor it. You acknowledge that you understand and appreciate the risks associated with using Mechanical Signatures, and agree that you assume sole responsibility for maintaining the security of the device or computer that operates the Mechanical Signature. We are not liable to you or any other person for any unauthorized use or misuse of a Mechanical Signature or if we dishonor an Item when we believe in good faith that the signature is not genuine or authorized.

Checks Presented Over the Counter. If anyone who is not one of our customers presents your check to us “over-the-counter,” we may require proper identification and may charge a fee. We may dishonor the check if the person refuses to pay the required fee or provide proper identification.

Savings Deposits. We specifically reserve the right to require seven (7) days written notice before funds deposited into savings accounts may be withdrawn.

Account Information

Availability. We will send to you by mail at the address we have in our files or send or make available to you by other agreed or permitted means periodic statements, notices and other information regarding the Accounts and transactions in the Accounts (“*Account Information*”). If you are subject to a Master Agreement, you may elect to not receive periodic statements. You may also access and view your Account Information by a variety of internet based and electronic reporting or Account Management Services.

Your Obligations. You acknowledge that you are in the best position to discover an error or problem with your Account including, for example: the payment of an unauthorized (including counterfeit) check, Item or other activity charged to your Account; unauthorized access; an unauthorized or incorrect debit or other charge to your Account; an altered check charged to your Account; a check with a missing or unauthorized signature; erroneous fee charges, credits, debits or other entries, including ACH entries; missing or incorrect deposits and other credits; and other problems with your Account or activity in your Account (an “*Account Problem*”). You agree to promptly and carefully examine and reconcile all Account Information available to you and to notify of us of any Account Problem as soon as possible so that we will be in a better position to address it. Your failure to exercise reasonable care in examining your Account Information or provide reasonably prompt notice to us may affect any rights you may have against us with respect to the Account Problem. You must notify us of, and assert any claim you may have with respect to any Account Problem within a reasonable time under the circumstances (not to exceed 30 days) after the date we sent or otherwise made available to you the Account Information indicating the Account Problem. If you fail to notify us promptly within this timeframe: (a) you will be deemed to have failed to exercise reasonable care and promptness in examining your Account Information; (b) any Item charged to your Account will be deemed fully enforceable against you; (c) we will not be obligated to recredit or refund the amount of the Account Problem; and (d) you will be precluded from asserting the Account Problem against us.

Account Problems. If you timely assert an Account Problem, we may require you to provide us with information and evidence relating to the Account Problem. You agree to cooperate with us at your expense in any investigation of an Account Problem, including providing an appropriate affidavit or filing a police report as we may reasonably request. We may delay taking action on the Account Problem until we complete our investigation. If you fail to cooperate with us, we will be relieved of any liability for the Account Problem.

Time Limitation. Without regard to care or lack of care by you or us, you agree that you cannot commence any legal action or proceeding against us regarding any Account Problem unless you do so within one year after we mail or otherwise make available to you the first statement or other information on which the Account Problem appeared (or would have appeared in the case of missing debts or credits) or was otherwise indicated.

Imaging. We typically do not retain paper copies or originals of deposit tickets, checks or other paper transaction documents except as required by law. We will make and store images of these document in accordance with our internal policies and procedures. You acknowledge that these images will be treated as originals for all purposes.

Wire Transfers and Electronic Credits. We will give you notice of the receipt of wire transfers, ACH credits and other electronic transfers to your Account through your Account Information.

Compliance

These Rules, your Account and use of the Account and activity in the Accounts are subject to all applicable state, federal, local and foreign laws, rules, regulations and other laws including, without limitation, rules, regulations and operating rules and operating guidelines established by NACHA - the Electronic Payment Association (“*Operating Rules*”) and any money transfer system, check clearing organization and payment clearinghouse used by us in connection with your transactions and the regulations and operating circulars of Federal Reserve Board (collectively, “*Applicable Law*”). Both parties agree to be bound by the Operating Rules where applicable, and to comply with Applicable Law including any control or sanction administered by the Office of Foreign Asset Control.

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:

- (a) “*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;
- (b) “*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 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.

Funds Transfers

Application. This Section applies to payment orders to the extent we and you have not entered into a separate written agreement for you to use our one of our funds transfer Services or Global Cash Services.

System Rules. All funds transfers including payment orders, wire transfers, ACH entries and other instructions to make payments or transfers (including amendments and cancellations, “*payment orders*”) to or from your Account are subject to the rules then in effect for the funds transfer system through which the transfers are made, including, for ACH transactions, the Operating Rules and any local clearing house used in the process, and for transfers through the funds transfer system of the Federal Reserve Banks, the applicable laws and regulations of the Board of Governors of the Federal Reserve System and related operating circulars.

Legal Compliance. Without limiting your obligation to comply with Applicable Law generally, you agree to comply with regulations and requirements administered by the Office of Foreign Assets Control (*OFAC*) and the U.S. Department of the Treasury's Financial Crimes Enforcement Network including screening your transactions and payment orders for *OFAC* compliance and to maintain an effective education program within your organization to insure compliance with such regulations and requirements.

Credits. Your Account Information will notify you of funds transfer payments and other credits to your Account. We are not required to provide any other notice of the receipt of funds transfers. All credits to your Accounts for funds transfers are provisional until we receive final settlement. If we do not receive final settlement, we are entitled to a refund (through reversal debit or otherwise) of the amount credited to your Account for that transfer, together with any associated interest or credit.

Funds Processing. You are solely responsible for the contents and accuracy of each payment order sent to us by you or on your behalf by your representatives. In the absence of specific written instruction, we will choose the funds transfer system processor and intermediary banks as necessary to carry out your instructions. In any payment order, we and any bank or intermediary are entitled to rely on the Account number and bank identification number provided to us without any obligation to look at the name of the receiving customer or bank that may also appear on the payment order. If we are given written notice of an error, we will advise you promptly.

ACH Entries. You authorize us to debit or credit your Account for ACH entries to or from your Account. ACH entries must be transmitted to us by you or on your behalf in accordance with the NACHA rules and our policies and procedures. You are responsible for all entries that are authorized by you or submitted by authorized person on your behalf.

Payment. Unless otherwise agreed to by us in writing, you must pay us the amount of the payment order, plus any applicable fees, before we will execute your payment order.

Interest. If we are responsible for interest under Applicable Law for our failure to execute, or a delayed or improper execution of a payment order, our liability for interest is limited to the payment of interest at the applicable Federal Funds rate for that period.

Fees and Charges

Subject to any separate written agreement between you and us that has been signed by one of our authorized officers, you agree to pay our standard fees and other charges in connection with your Accounts as established by us from time to time. A copy of the fees and charges applicable to you may be obtained from our relationship officer for your Accounts. You also agree to pay us our costs and hourly fees for complying with subpoenas or other legal orders and your requests. Unless we have agreed to allow you to pay fees through account analysis or compensating balances, you authorize us to debit or otherwise deduct the fees and other charges, and costs from your Accounts, even if it

creates an overdraft. For electronic transfers, we may deduct our fees from the proceeds of such transfers. Unpaid amounts due to us may be subject to a finance charge.

Stop Payment Instructions

Checks. You may, through an authorized person instruct us in writing to stop payment on an Item that has not been paid, accepted or certified by us or converted to an electronic payment. A stop payment instruction is only effective if you have given us the proper account name, account number, check number and corresponding amount of the Item and we have had a reasonable opportunity to take action prior to us paying, accepting, certifying or otherwise acting with respect to or, becoming obligated on the check. A stop payment instruction is valid for six months. We reserve the right to require additional information. All of the required information must be exactly correct for the stop payment instruction to be effective. Oral stop payment orders, if we accept them, must be confirmed in writing or they become void after fourteen days. We may pay a check after the stop payment instruction expires or if required by law. Stop payment orders will not be accepted for cashiers checks, certified checks or other bank obligations. By placing a stop payment instruction, you agree to indemnify us and hold us harmless for all expenses, costs, and reasonable attorneys' fees incurred by us due to our refusal to pay the Item. If we recredit your Account after payment over a valid stop payment instruction, you agree to assign to us your rights against the payee of the Item and to assist us in enforcing those rights. Our liability with respect to any stop payment instruction is limited in all cases to the face amount of the applicable Item.

Preauthorized Payments. If you have told us in advance to make regular payments from your Account, you can stop any of these payments by calling Customer Service at 1-800-972-3030 or call the Banking Center where your account is located or write to:

Customer Service Department
Fifth Third Bank
Madisonville Operations Center
MD 1MOC3A
Cincinnati, Ohio 45263

in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require that you put your request in writing and send it to us so we receive it within fourteen (14) days after your telephone call. We will charge you a fee for each stop payment order you give. Once you have placed a stop payment order on a pre-authorized transfer, we will not make any more preauthorized transfers to the person you were going to pay until we receive a new written authorization from you. We will honor only the exact information given to us and we are not responsible if the information is not correct. Once you have placed a stop payment order on a preauthorized transfer, we will not make any more preauthorized

transfers to the person whom you were going to pay until we receive a new written authorization from you.

Protecting Your Accounts

You acknowledge that your Accounts are subject to growing and constantly changing risks of unauthorized or fraudulent activity from sources inside and outside your company, and that you have responsibility for addressing these risks and working to prevent fraudulent or unauthorized use of your Accounts. In addition to the following, we offer useful information about protecting your accounts on our website, and we encourage you to review that information.

Internal Controls. You agree to institute and maintain reasonable and effective procedures to prevent fraud, misuse and unauthorized use of your Accounts and to ensure the security of your checks and check stock, account numbers, security procedures, access devices, access to the Accounts and your internal procedures Including those anti-fraud measures we provide or make available on our website or through customer communications (“*Anti-Fraud Measures*”). You represent and warrant that you have in place and will enforce effective internal controls including Anti-Fraud Measures to ensure that the Accounts are used by your personnel only if authorized by you.

Bank Services. In addition to the Anti-Fraud Measures you can implement on your own, we offer a variety of Services designed to assist you in reducing or stopping the incidence of check, ACH and other fraud and unauthorized activity in your Accounts including positive pay, ACH transaction control, disbursement control and information reporting and Account management Services. To the extent you choose not to use one of these Services or fail to implement or take Anti-Fraud Measures reasonable for your Accounts, and the use of that Service or Anti-Fraud Measure could reasonably have prevented the incidence of fraud, unauthorized activity or loss suffered by you, you will be deemed to have assumed the risk of such fraud, unauthorized activity or loss so suffered and you will be precluded from asserting that we are responsible for such fraud, unauthorized activity or loss.

Lost Checks or Devices. You must notify us as soon as possible of any known or suspected loss, theft, or unauthorized use of your checks or any card, code, or access device. Until we have received and had a reasonable opportunity to act on such notice, we may maintain debits and honor transactions effected in your Account (except as otherwise provided by law) through the use of any such checks, card, code or device. We may close the Account, permit withdrawals by you or issue new evidence of an Account on such conditions as we may require.

Account Access. We offer for your convenience and protection various methods and procedures (including cards, access devices, ID’s and passwords) by which you can use, access and obtain information about your Accounts. While these methods embody or require security procedures, we cannot absolutely ensure against “unauthorized” inquiries or transactions using these procedures. You agree that you are fully responsible for, and release us from all liability for, the release of Account or balance information to, and

transactions by, any person who uses any access device or your Account access information to execute transactions or gain such information.

Account Holds. If we suspect or are alerted to a security breach, fraud or other apparently unauthorized activity in or affecting your Account, you agree that we may suspend or freeze the Account or place a hold on some or all of the funds in the affected Account. You understand that such actions may mean that valid transactions in the affected Account are returned or not processed, and release us from any and all for our actions.

FDIC Insurance

The FDIC protects the depositors of insured banks against loss of their deposits due to a bank failure. The basic amount of deposit insurance is \$250,000 per depositor. Insurance coverage is dependent upon account ownership categories and is subject to FDIC requirements.

Certificate of Deposits (CD)

CD Terms range from seven days to seven years. No additional deposits or withdrawals are accepted. Penalty for early withdrawal is based on the term of the CD (see below). CDs are FDIC-insured up to the maximum amount permitted by law.

CD Interest Rates and Yields. Current interest rates and annual percentage yields are available at all Fifth Third Banking Centers. The interest rate will remain the same until the maturity date of the CDs. The annual percentage yield assumes interest remains on deposit until maturity. A withdrawal of interest will reduce earnings. Interest begins to accrue on the business day of deposit. Interest will be calculated using the daily balance method. This method applies a periodic rate to the balance in the account each day. For CDs issued in an amount less than \$100,000, interest is compounded continuously. For CDs issued in an amount of \$100,000 or more and with a term greater than one month, interest is compounded if “Capitalized” is selected as the interest payment method. All CDs issued in the amount of \$100,000 or more will compound and credit interest monthly if “capitalized” is selected. For CDs with a term of one month or less, the simple interest method is used, interest is not compounded and interest is paid at maturity.

Interest Credit. Depending upon the account term, interest may be credited to the CD, credited to a Fifth Third checking or savings Account, or received in the form of a check. If the interest payment method is by “Transfer,” “Check” or “Capitalized,” interest may be credited monthly (with a principal balance of \$5,000 or more), quarterly, semi-annually, annually or at maturity. For variable rate CDs, the interest rate and annual percentage yield may change. Interest will not be paid after the maturity date unless the Account is renewed. If the CD is closed before accrued interest is credited, interest will not be paid.

CD Renewals. If you choose the automatic renewal feature for your Certificate of Deposit, there is a one-day grace period (for terms of less than 32 days) or a ten-day grace period (for terms of 32 days or more) after the maturity date to redeem it without

penalty. Interest will not be paid after the maturity date unless the Account is renewed. If you do not choose the automatic renewal feature for your Certificate of Deposit, interest will not be paid after the maturity date unless the Account is renewed.

CD Penalties for Early Withdrawal.

For CD's with a term of 7 days to 89 days, the Penalty for early withdrawal is 1/2 stated interest for the remaining term, 7 days interest or all interest earned, whichever is greater, and the minimum deposit is \$5,000.

For CD's with a term of 90 days to 364 days, the penalty for early withdrawal is 1/2 stated interest for the remaining term, three months interest or all interest earned, whichever is greater, and the minimum deposit is \$500.

For CD's with a term of 365 days to 84 months the penalty for early withdrawal is 1/2 stated interest for the remaining term, six months interest or all interest earned, whichever is greater, and the minimum deposit is \$500.

We may from time to time offer promotional CDs. Promotional CDs may require a minimum deposit and will be subject to early withdrawal penalties stated in the promotion.

General Account Matters

Account Forms. All checks, withdrawal slips and deposit slips (collectively, "forms") must be obtained through us or comply with our specifications. You are responsible for verifying the accuracy of all information on the forms you use. Our liability, if any, for any printing errors on forms obtained through us is limited to the cost of replacement. We are not responsible for losses you may incur attributable to your use of forms not obtained through us or that do not strictly comply with our specifications. If you use checks not provided by us, you must obtain our MICR specifications and provide us with a sample of 50 checks and deposit slips for testing prior to use. You may be required to reprint or modify your checks at your expense if we encounter rejects or problems in testing your documents.

Account Usage. You acknowledge and agree that (a) we have no obligation to examine or question the source of any funds deposited in your Accounts, and (b) if you establish any Accounts for which you are acting in a fiduciary, agency, escrow or other representative capacity, then you are solely responsible to the principals, beneficiaries and others with an interest in connection with any such Account. We are not responsible for monitoring your actions, verifying your compliance with any governing instruments or other obligations you may have.

Checking Subaccounts. For regulatory and our internal accounting purposes, each checking account will consist of a checking subaccount and a non-interest bearing

savings subaccount. Checks, debits and other items presented for payment will be posted to the checking subaccount. We may transfer funds between these subaccounts from time to time as follows. We may establish a threshold balance for your checking subaccount by reviewing the master account historic activity to determine the amount not routinely needed to pay debits (“*threshold balance*”). If the balance in your checking subaccount during any calendar month exceeds this threshold balance, we may transfer the excess funds to the savings subaccount. We may also sweep the entire balance of your checking subaccount into the savings subaccount during the weekend when no items will post to your account. If the balance in your checking subaccount falls below the threshold balance during any calendar month, we will transfer funds to your checking subaccount from your savings subaccount sufficient to restore the checking subaccount to the threshold balance. We may not make more than six transfers out of the savings subaccount during any calendar month. If a sixth transfer is necessary, all funds in the savings subaccount will be transferred to the checking subaccount for the remainder of the calendar month. In that event, at the end of the calendar month, we will transfer funds in excess of the threshold balance from the checking subaccount to the savings subaccount. Because the savings subaccount is used for internal purposes only, you cannot access it directly. Our transfers of funds into and out of the savings subaccount will be the only transactions on the savings subaccount. Transfers between subaccounts will not appear on your statement and will not be subject to any fees. The combined balances of both subaccounts will be used to determine the balance of your account for any minimum balance requirement or any other reason that a balance is considered. For interest-bearing checking accounts, the subaccounts will not affect your use of your interest-bearing checking account, funds availability, or the interest paid on your account. The interest rate that applies to your interest-bearing checking account will apply to both subaccounts.

Electronic Access. If you access your Accounts through our internet portal, by telephone or similar means, your authorization to us to carry out your instructions or enable access to your accounts may be given by the use of codes, personal identification numbers, passwords, private keys, and similar means. All communications and access to your Account using such methods are deemed valid, authentic and duly authorized by you.

Disclosing Information

We will maintain the privacy of information about you, your accounts and your transactions in accordance with Applicable Law and our Commercial Privacy Policy that is available via the Internet at www.53.com or upon request.

Indemnity and Limitations

YOU AGREE TO THE MAXIMUM EXTENT PERMITTED BY LAW THAT IN NO EVENT WILL WE BE LIABLE OR RESPONSIBLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL (INCLUDING ATTORNEYS’ FEES), PUNITIVE OR INDIRECT LOSS OR DAMAGE THAT YOU OR ANY OTHER PERSON MAY INCUR OR SUFFER IN CONNECTION WITH ANY ACCOUNT OR YOUR USE OF ANY ACCOUNT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF

SUCH LOSS OR DAMAGES OR COULD REASONABLY FORESEE SUCH LOSS OR DAMAGE.

You further agree, to the maximum extent permitted by law, that our liability to you arising in any way from the Accounts and your use of the Accounts will be limited to actual monetary damages that are the direct result of our failure to exercise reasonable care.

You agree 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) your breach of any obligation to us; (b) your violation of Applicable Law; (c) your use of the Account and any transaction in the Account; and (d) our complying with or carrying out any instruction or other direction given to us in accordance with these Rules. You are not, however, obligated to indemnify us for any Loss directly resulting from our gross negligence or bad faith.

Termination

We reserve the right to close your Accounts, with or without cause, at any time. You may, at any time, close the Accounts after we have received written notice and have had a reasonable opportunity to act on it. The existence of a zero balance in an Account does not itself terminate an Account. Our rights under these Rules will survive the closing or termination of your Accounts.

Set Off and Security Interest

Definitions. As used in these Rules:

"Obligation(s)" means all loans, advances, indebtedness and each and every other obligation or liability owed by you to us or a Bank Affiliate (as defined below), however created, of every kind and description, whether now existing or hereafter arising and whether direct or indirect, primary or as guarantor or surety, absolute or contingent, liquidated or unliquidated, matured or unmatured, participated in whole or in part, created by trust agreement, lease, overdraft, agreement or otherwise, whether or not secured by additional collateral, whether originated with us or owed to others and acquired by us by purchase, assignment or otherwise, and including, without limitation, all loans, advances, indebtedness and each and every obligation or liability arising under any loan document, any and all Rate Management Obligations (as defined below), letters of credit now or hereafter issued by us or any Bank Affiliate for you benefit or at your request, all obligations to perform or forbear from performing acts, and agreements, instruments and documents evidencing, guarantying, securing or otherwise executed in connection with any of the foregoing, together with any amendments, modifications and restatements thereof, and all expenses and attorneys' fees incurred by us or any Bank Affiliate in connection with any of the foregoing; provided, however, that all Excluded Swap Obligations (as defined below) are specifically excluded from Obligations.

“Rate Management Obligations” means any and all of your Obligations to us or any Bank Affiliate, whether absolute, contingent or otherwise and howsoever and whenever (whether now or hereafter) created, arising, evidenced or acquired (including all renewals, extensions and modifications and substitutions) under or in connection with (i) any and all Rate Management Agreements (as defined below), and (ii) any and all cancellations, buy backs, reversals, terminations or assignments of any Rate Management Agreement excluding, for avoidance of doubt, Excluded Swap Obligations.

“Rate Management Agreement” means any agreement, device or arrangement providing for payments which are related to fluctuations of interest rates, exchange rates, forward rates, or equity prices, including dollar-denominated or cross-currency interest rate exchange agreements, forward currency exchange agreements, interest rate cap or collar protection agreements, forward rate currency or interest rate options, puts and warrants, and any agreement pertaining to equity derivative transactions (e.g., equity or equity index swaps, options, caps, floors, collars and forwards), including without limitation any ISDA Master Agreement between you and us or any Bank Affiliate, and any schedules, confirmations and documents and other confirming evidence between the parties confirming transactions thereunder, all whether now existing or hereafter arising, and in each case as amended, modified or supplemented from time to time.

“Excluded Swap Obligation” means, with respect to any guarantor of a Swap Obligation, including the grant of a security interest to secure the guaranty of such Swap Obligation, any Swap Obligation if, and to the extent that, such Swap Obligation is or becomes illegal under the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute or any rule, regulation or order of the Commodity Futures Trading Commission (including the application or official interpretation of any thereof, the “Commodity Exchange Act”) by virtue of such guarantor’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act at the time the guaranty or grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Swap Obligation or security interest is or becomes illegal.

“Swap Obligation” means any Rate Management Obligation that constitutes a “swap” within the meaning of section 1a (47) of the Commodity Exchange Act.

Bank Affiliates. In these Rules, “*Bank Affiliate*” means any one or more direct or indirect subsidiaries of Fifth Third Bancorp and its successors and assigns, now in existence or created or acquired in the future. These subsidiaries include entities with a name that includes “Fifth Third” and entities without the Fifth Third name and include the following entities:

Fifth Third Insurance Agency, Inc.
Fifth Third Mortgage Company
Fifth Third Securities, Inc. Member FINRA/SIPC
Vista Settlement Services, LLC

Fifth Third Real Estate Capital Markets, Inc.
The Fifth Third Leasing Company
Fifth Third Asset Management, Inc.
SLK Global BPO Services Pvt. Ltd.
Fifth Third Holdings, LLC
Home Equity of America, Inc.
Fifth Third Mortgage, MI, LLC
The Fifth Third Auto Leasing Trust
Transactive Ecommerce Solutions, Inc.

Rights. Any Obligation may be charged to any Account in your name or in your name and the name of another or others or any account, and you hereby grant to us a security interest in your Accounts to secure the Obligations, regardless of the amount of your contribution to such Account. You agree that the security interest you have granted to us is consensual and is in addition to our common law right of set off. You also grant to us the right, on you own behalf and on behalf of any Bank Affiliate, to set off against any and all funds in your Account to pay any Obligation owed by you to us or any Bank Affiliate. You acknowledge that the Obligations that are secured by our security interest and set off rights include all present and future Obligations owed by you to us or any Bank Affiliate. You agree that we may act in accordance with instructions received from any such Bank Affiliate regarding disposition of any funds in your Account without any further consent or action by you. We may exercise our right of set off and our security interest without recourse to other collateral, if any, even if such action causes you to lose interest, have transactions drawn on your account returned, incur an early withdrawal penalty or any other consequence. If we exercise our rights under this paragraph, we will notify you to the extent required by Applicable Law. Our right of set off and our security interest do not apply to any Account expressly held by you, and to which you have access, solely in a fiduciary capacity for the express benefit of others, and such rights may not apply to your Account to the extent expressly prohibited by Applicable Law. Solely for purposes of this paragraph, the term “Account” as used in this paragraph means and includes any account (as that terms is defined in Article 9 of the UCC) you have with any Bank Affiliate.

Pledged or Assigned Accounts

You agree that we may terminate or place a hold on, and dishonor all Items drawn on any Account that you have assigned or in which you have granted a security interest to any third party (whether or not we consented to such assignment or security interest). Upon receipt of oral or written notice from any party of a claim regarding an assigned or pledged Account, we may place a hold on the Account. You agree that we will have no liability to you or any other person for our failure or refusal to honor any Item drawn on, or any other withdrawal instruction regarding your pledged or encumbered Account.

Legal Process

If your Account becomes subject to any claim, or legal process or proceeding (“*claim*”), we may suspend payment on, freeze or take other actions regarding any Account that we

believe to be affected until final determination or appropriate resolution of the claim, regardless of the circumstances. We are not liable to you in that event provided we acted in good faith. You may be subject to our fees and other charges in connection with a claim on or against your Accounts.

If we are brought into or must initiate any legal proceedings regarding you or your Account, including for the collection of overdrafts, you agree to reimburse us, to the extent allowed by law, for any reasonable attorneys' fees and costs that we may incur. We may also, at our option, pay the funds subject to a claim to the clerk of an appropriate court, so that the court may decide who owns or controls the money.

We may also create a hold on the Account in anticipation of such fees and expenses. We will have no liability for complying with such legal process, or if there are insufficient funds available in or another restriction on the Account because of actions we take in response to such legal process.

Negotiable Order of Withdrawal (NOW) Account Eligibility Restrictions

A NOW Account is an interest-bearing transaction account. NOW accounts are only available to individuals, sole proprietorships, non-profit organizations (operated primarily for religions, philanthropic, charitable, educational or other similar purpose), and governmental units.

Unlawful Internet Gambling Enforcement Act Notification

Restricted transactions are prohibited from being processed through any Account or relationship. A restricted transaction includes, but is not limited to, any transaction or transmittal involving any credit, funds, instrument, or proceeds that any person engaged in the business of betting or wagering knowingly accepts, in connection with the participation of another person in unlawful Internet gambling. It includes credit or the proceeds or extension of credit (including credit extended by use of a credit card); electronic fund transfers or funds transmitted by or through a money transmitting business; or a check, draft or similar instrument that is drawn on or payable at or through any financial institution.

Unlawful Internet gambling means to place, receive, or otherwise knowingly transmit a bet or wager by any means that involves the use, at least in part, of the Internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received, or otherwise made.

Amendment

From time to time, we may amend, add to or change (an "*Amendment*") these Rules. We will give you notice of an Amendment by any reasonable means permitted by law, including electronic notice or posting on our website. Amendments will be effective on the date indicated in the notice. If an effective date is not indicated, the effective date will be thirty (30) calendar days from the date the notice was sent or posted. If you do not wish to be bound by an Amendment, you may close the Account before the effective

date of the Amendment. Your continued use of the Account after the effective date is deemed your agreement to the Amendment. A change in our interest rates, fees or service charges, funds availability or security or operating procedures does not constitute an Amendment of these Rules and we may effect such changes at any time without prior notice to you.

Subsidiaries and Affiliates

These Rules also apply to each of your subsidiaries and affiliates that have an Account with us or have access to or use your Accounts as if they were a party to these Rules. You represent and warrant to us that you have the authority to act for and bind such subsidiaries and affiliates to these Rules, and agree to be responsible for any unpaid fees, charges or other Obligations of such subsidiaries or affiliates. Otherwise, except as expressly provided in these Rules (including with respect to Obligations) or by Applicable Law, these Rules are not for the benefit of any other person, and no other person will have any right against you or us in connection with these Rules.

Waiver of Jury Trial

You agree that any suit, action or proceeding, whether as part of a claim or counterclaim, brought or instituted by you on or with respect to these Rules or any event, transaction or occurrence arising out of or in any way connected with these Rules shall be tried only by a court and not by a jury. YOU EXPRESSLY, KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. You acknowledge that we would not have opened or maintained any Account for you if this waiver of jury trial were not part these Rules.

Miscellaneous

Entire Agreement. These Rules, together with our Funds Availability Policy and Privacy Policy, account opening forms, schedules and information specifically referred to in these Rules, and the Master Agreement and any separate service terms or agreement in effect between us constitutes the entire agreement between us regarding your Accounts and supersedes any and all prior representations, understandings and proposals. There are no oral agreements between us. These Rules are binding upon and for the benefit of you, your successors and permitted assigns, and us and our successors and assigns. Our internal rules and procedures are for our own internal benefit and do not create any rights for you.

Force Majeure. We shall not be responsible for, nor shall we incur any liability to you for any failure, error, malfunction or any delay in carrying out any of our obligations under these Rules if any such failure, error, malfunction or delay results from causes beyond our reasonable control, including without limitation, fire, casualty, breakdown in equipment or failure of telecommunications or third party data processing services, internet disruptions, lockout, strike, accident, 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 us from operating normally.

Governing Law; Severability. These Rules are governed by and shall be interpreted under the laws of the United States and of the State of Ohio (including the Uniform Commercial Code of Ohio, as in effect from time to time), and other Applicable Law. To the extent any Applicable Law may be modified or supplemented by agreement of the parties and the provisions of these Rules or any other agreement or document applicable to your Account or transactions have done so, you and we agree to such modifications and supplements and the term “*Applicable Law*” shall be construed to include such laws as so modified or supplemented. To the extent any term or provision in these Rules or the application of such provision to any person or situation is invalid or unlawful under Applicable Law, such provision shall be deemed modified to comply with Applicable Law, and the remainder of these Rules and the application of such provision to other persons or situations shall not be affected.

Notices. Except as otherwise provided in a separate agreement between you and us, or as indicated in our brochures or materials with respect to a specific aspect of your Account, all notices and other communications by you or us relating to your Accounts must be in writing and,

- if to you, addressed to your primary address as shown in our records,
- if to us, at the branch office where you opened the Account, or at such other address as we may specify in writing.

Any notice or communication to you or us will be effective no later than when actually received, and there has been a reasonable time to act on it. We are entitled to rely on any written notice or other communication that we believe in good faith to be genuine and to have been authorized by you. We may give notices and communications to you in any reasonable form or medium and by such means as are permitted by Applicable Law.

Facsimiles and E-mail. E-mail communications from you, including instructions, are not binding on us and do not constitute notice to us as contemplated by these Rules unless we otherwise expressly agree in writing. We may, however, rely on the content of e-mail communications from you as being authorized if we accept the communication in good faith and reasonably believe it was sent by an Authorized Person. **We will NEVER ask you for such information in an e-mail. You must NEVER provide your Account number, security information or other confidential information in an e-mail to us or any person.**

Processors. You acknowledge that we may arrange for some or all of our services to be performed or provided by third party processors, who may or may not be affiliates. You further agree that any such processor is a third party beneficiary of these Rules and as such is entitled to rely on, and avail itself of, the provisions of these Rules as if it was us, including the limits on liability and indemnities. We are responsible for the processors we select.

Inactive Accounts. If an Account has had no withdrawal or deposit activity, and we have had no contact from you regarding the Account for six (6) months, we may consider the

Account inactive and stop sending Account statements. Service fees and other terms applicable to active Accounts will apply to the Account while it is inactive except where prohibited by law. Inactive Accounts may be subject to additional fees. You understand that under state abandoned property laws, we must turn over to the state your Account if it has been inactive for a specified period of time as prescribed by Applicable Law.

Relationship. The relationship created by any deposit is that of debtor and creditor and otherwise the relationship between us is that of independent contractor. No fiduciary or other special relationship exists except as required by law.

Recording. You authorize us to monitor, record and retain telephone calls, electronic messages and other data transmissions at any time without notice for any reason including to provide a record of instructions with respect to your Accounts, but we are not obligated to do so.

Transfer and Assignment Restrictions. You may not transfer or assign any of your rights to, or grant a security interest in any Account or right to use the Account without our prior written consent.

Other Agreements. To the extent that terms of these Rules directly conflict with the terms of any other written agreement between you and us relating to any Accounts or services provided by us, the specific terms of such other agreement shall control. Even if a provision of these Rules is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the other provisions of these Rules will not be affected or impaired by such holding.

Waiver. We may waive, but only in writing, any provision of these Rules, but the waiver will apply only to that provision and on that occasion. In no event is any waiver or series of waivers to be construed as creating or requiring a waiver of any provision in the future.

Time Limitation. Except as otherwise specifically provided in these Rules, any claim by you under these Rules or to recover a loss or damages related to your account must be commenced within one year from the date that the event giving rise to the claim first occurred.

FUNDS AVAILABILITY POLICY FOR TRANSACTION ACCOUNTS

Fifth Third Bank is continually working to improve the collection of checks and the availability of funds. The Expedited Funds Availability Act gives the Federal Reserve Board powers to increase the speed of check clearings. As a result, Fifth Third Bank is required to notify you of the details of this regulation which affect the availability of funds deposited to your checking Account.

For deposits made on Saturday, Sunday or a Federal Holiday, the day of your deposit is the next business day. "Business Day" is defined for purposes of this Availability Policy as Monday through Friday, excluding federal holidays or as otherwise posted in the Banking Center.

If you make a deposit at any affiliate banking center on a Business Day that the affiliate banking center is open and prior to closing, we will consider that day to be the day of deposit. However, if you make a deposit on a day that we are not open or after the banking center is closed, we will consider that the deposit was made on the next Business Day that we are open. Contact your local banking center or www.53.com for additional information on your banking center's hours of business. Funds received after certain cut-off times for certain channels and products may be credited as of the next business day. The earliest cut-off time for funds transferred to your checking Account using Fifth Third Direct is 7:00 PM EST. To determine if later cut-off times are available, please contact your local banking center.

The "day of deposit" for deposits made at an Automated Teller Machine (ATM) at or after 2:00 PM (7:00 PM in Western Pennsylvania, Georgia and North Carolina, St. Louis, Tampa, Central Ohio, South Florida, Central Florida or Chicago) local time is the next Business Day.

Funds from cash, wire transfer and electronic direct deposits to your Account will be available on the day we receive the deposit.

The types of deposits available on the first business day after the day your deposit is received by a Fifth Third Bank employee are:

- U.S. Treasury checks that are payable to you,
- Federal Reserve Bank checks that are payable to you,
- Federal Home Loan Bank checks that are payable to you,
- Postal money orders that are payable to you.
- State and local government checks *
- Cashier's checks *
- Certified checks *

* A special deposit slip must be obtained from a Fifth Third Bank customer service representative in order to process these types of deposits for next day availability, provided the Item(s) are payable to you and deposited into your Account.

If you do not make your deposit of the Items listed above in person to a Fifth Third Bank employee (for example if you mail the deposit), funds will be available no later than the second business day after the day your deposit is received.

If you present an item to be cashed, we may place a hold on a corresponding amount of available funds in your Account for the same amount of time the funds would not have been available had the item been deposited into your Account.

Availability of Other Check Deposits

The availability of funds for commercial and business accounts, in most cases, is as follows:

1. The first \$200 from a deposit of a check(s) will be available on the first business day after the day of your deposit. The remaining funds will be available no later than the second business day after the day of your deposit.

2. In the case of some credit union drafts that are payable through another bank, the determining factor will be the location of the credit union, not the payable through bank whose routing number may appear on the check.

Deposits Made At Automated Teller Machines (ATM)

Deposits, including deposits made from a transfer between Accounts, made before 2:00 PM, 7:00 PM in Western Pennsylvania, Georgia and North Carolina, St. Louis, Tampa, Central Ohio, South Florida, Central Florida or Chicago) local time on a regular business day, at a Fifth Third Bank ATM will be treated as deposited that day. Deposits made at and after 2:00 PM (7:00 PM in Western Pennsylvania, Georgia and North Carolina, St. Louis, Tampa, Central Ohio, South Florida, Central Florida or Chicago) local time on a regular business day or on a non-business day at a Fifth Third Bank ATM, will be treated as deposited on the next business day. You will receive the first \$100 from ATM non-cash deposits received after 2:00 PM EST, but before 9:00 PM EST, on the day we receive the deposit. Cash deposits received prior to 9 PM EST into an ATM with image capabilities, where the deposit does not require an envelope or deposit slip, will be available on the day we receive the deposit. Deposits made at a non Fifth Third Bank ATM will be treated as deposited when received and credited by your Bank. Any item deposited through an ATM may not, at our discretion, be considered a deposit until it is accepted by us. For purposes of determining the applicable ATM cut-off time, the location where the deposit account was opened will determine which ATM cut-off time applies. Acceptance will occur when we place the item in the collection process. An unprocessable item, including but not limited to unendorsed items, non-processable items, etc, will not be considered a deposit. Deposits at an ATM may not be permitted prior to Account opening. In all other respects, ATM deposits will be accorded the availability described herein for the type of items deposited. ATM deposits are limited to \$50,000 for Fifth Third ATMs and \$10,000 for all non-Fifth Third ATMs.

Extraordinary Circumstances

In some cases, funds that you deposit by check will not be available according to the schedule defined herein.

If all the funds from your non-ATM deposit will not be available according to the scenarios described herein, a customer service representative will notify you when your funds will be available at the time you make your deposit. If we decide to take this action after you leave the premises, we will mail you notice of when the funds will be available by the business day after we receive your deposit (or the Business Day following the day the facts upon which a determination to hold your funds become known to us).

If your deposit is not made directly to a bank employee, and if we decide to take this action, we will mail you notice when the funds will be available by the business day after we receive your deposit.

If you want to be sure when a particular deposit will be available for withdrawal, you should ask us when the funds will be available. It's important to know that, even though your Account may show available funds, the check you deposited may not be authentic or may not have cleared the bank it was drawn on.

Extraordinary circumstances, which may delay the availability of funds deposited for a longer period include, but are not limited to:

- Reason to believe the check deposited will not be paid.
- Checks totaling more than \$5,000 that are deposited on the same day.
- A check is redeposited that has been returned unpaid.
- The deposit Account has been repeatedly overdrawn in the last six months.
- An emergency, such as failure of communications or computer equipment, occurs.
- An operational issue has occurred, such as failure of an ATM owning financial institution to timely balance or reconcile the ATM and/or the ATM deposits.

Availability of funds will generally be no later than the seventh business day after the day of your deposit.

The Following Applies To New Accounts During The First 30 Days

Funds from deposits of cash and the first \$5,000 of a day's total deposits of cashier's, certified, traveler's and state and local government checks will be available on the first business day after the day your deposit is received by us provided all checks are payable to you and you use a special deposit slip, if required. If you do not make this deposit in person to one of our employees, the first \$5,000 will be available on the second business day after the day your deposit is received by us. The excess over \$5,000 will be available no later than the ninth business day after the day of your deposit.

The first \$5,000 from a deposit of U.S. Treasury checks, U.S. Postal money orders, Federal Reserve Bank checks and Federal Home Loan checks payable to you and deposited in person to one of our employees will be available on the first business day after the day of your deposit. The excess over \$5,000 will be available no later than the ninth business day after the day of your deposit.

Funds from electronic direct deposits to your Account will be available on the day we receive the deposit.

Funds from wire transfers into your Account will be available on the first Business Day after the day we receive the transfer.

Funds from all other check deposits will be available no later than the ninth Business Day after the day of your deposit.

An Account is not considered a new Account if you have had, within 30 calendar days before the Account is established, another transaction Account with us for at least 30 calendar days.

Endorsements

The Expedited Funds Availability Act includes provisions to standardize check endorsements.

As a depositor of checks, the regulation limits the location of your endorsement to the top 1.5 inches at the trailing edge of the check. The trailing edge is directly behind where the "Pay to the Order" is printed. This is where most endorsements are usually placed.

Any marks below the 1.5 inches on the back of the check may obscure the bank's information and ultimately result in a delay in returning the check, and could result in the forfeiture of your right to the recovery of those funds.

Transfer Limitations

The following limitations apply:

- For security reasons, there are limits on the amount of cash withdrawals from the Account that may be made from Fifth Third ATMs or other ATMs.
- There are limits on the amount of cash you may withdraw or transfer immediately after you make a deposit.
- No deposits or withdrawals may be made on a dormant Account through Fifth Third ATMs or other ATMs.
- For security reasons, there may be other limits on the number and amount of transactions you can make using Fifth Third Bank ATMs or other ATM terminal systems.

Savings/MMDA Account Transaction Policies

Unlimited Transactions:

- You may make an unlimited number of payments from your savings/mmda Account(s) to repay your Fifth Third loan or credit card Accounts.
- Withdrawals/Transfers made in person or at an ATM are unlimited.

Limitations:

You are limited to six of the following transactions from your savings accounts each month:

- Preauthorized or automatic withdrawals/transfers including but not limited to:
 - Automatic transfers from your savings account to cover an overdraft.
 - Internet Banking - transfer of funds or bill payment from your savings account to third parties or to other deposit accounts at Fifth Third.
 - Preauthorized ACH or Electronic Transfers.
 - Fifth Third Telephone Banking or any money management payment from your savings account.
- Point-of-sale transactions with a debit card.
- Checks or drafts payable to third parties.

Notification of Excessive Transfers:

We will send you notice after the first and second month of excessive withdrawals or transfers. After three instances of exceeding the allowable number of withdrawals or transfers, your savings/MMDA Account may be closed and funds placed in a checking Account, or you may be offered other options to eliminate future excessive transfers, including but not limited to, removal of the savings/MMDA Account's transfer and draft capabilities.

Fees:

A fee may be assessed for each preauthorized or automatic withdrawal of transfer over six per month.

FIFTH THIRD PRIVACY NOTICE FOR COMMERCIAL CUSTOMERS

I. Introduction

This Privacy Notice for Commercial Customers (the “*Notice*”) applies to Company Information (as defined below) about individuals and business or other entities that seek or obtain financial products and services from Fifth Third for business or commercial purposes (“*Commercial Customers*”). This Notice does not apply to information received from individuals who seek or obtain financial products or services from us for personal, family or household purposes; such consumer information is governed by the Fifth Third Privacy Notice for Consumer Information.

For purposes of this Notice, “*Company Information*” means any information about a Commercial Customer from which the Commercial Customer could be identified, whether obtained directly from the Commercial Customer or from another source. Company Information may include, but is not limited to: (a) Company name; (b) physical address, including street name and name of city or town; (c) an e-mail address or other electronic contact information; (d) a telephone number; (e) a tax identification number; (f) a credit history; (g) a bank or credit card account number; (h) financial statements; (i) information about officers, directors, and other control persons; and (j) any other information from or about a Commercial Customer. However, the following is not considered Company Information: (a) aggregated or anonymous information that does not identify a customer and (b) information that Fifth Third obtains from a public source (or knows to be available from a public source).

Fifth Third may make changes to this Notice from time to time. It is available to you at <https://www.53.com/site/global/privacy-security/>.

II. How We Gather Company Information

We may gather and retain Company Information about Commercial Customers from the following sources:

- Applications or other forms that you provide to us;
- Financial account activity and transactions (such as payment history, account balances and usage);
- Credit-related information from credit reporting agencies;
- Information from website visits (such as cookies, usage and transaction history, and other technical data that we use for security purposes and to enhance the online experience);
- Information we receive from third parties such as data providers or independent researchers.

III. How We Share Company Information

Fifth Third shares Company Information among and between all of its affiliates. You may not opt-out of this sharing.

Fifth Third may share Company Information with non-affiliated third parties and with Vantiv, LLC (“Vantiv”) in order to offer you additional products and services. Fifth Third has an ownership interest in Vantiv. You have the right to opt-out of such sharing, as described below in “How To Change Your Privacy Options.”

Fifth Third may also disclose Company Information to non-affiliated third parties for routine business reasons. For example, Fifth Third may disclose Company Information to service providers and other third parties as necessary to facilitate a transaction requested by a Commercial Customer. You may not opt-out of this sharing.

Each of the above third parties with which we share Company Information as described above is obligated to keep the information we provide to them confidential.

In addition to the above, Fifth Third may also disclose Company Information to non-affiliated third parties in response to a subpoena, warrant, or court order, or as otherwise required or advisable considering applicable law or regulation.

Fifth Third may collect certain financial information about individuals – such as business owners or loan guarantors – that Fifth Third receives in connection with providing products or services to a Commercial Customer. Fifth Third will not use or transfer such information for any purpose other than facilitating the commercial transaction for which the information was originally provided, except with the consent of the individual.

Please note that Fifth Third does sell loans and other obligations to third parties for a variety of reasons. Consent of the individual, guarantors or borrowers is not required and notice will not be provided in the event of a sale of any loan or other obligation to a third party.

IV. How To Change Your Privacy Options

We will share Company Information as described in Section III above unless you direct us otherwise by taking one of the below steps. Note that based on the sharing practices above, there are certain instances that you may not opt out of.

- Write to us at Fifth Third, Customer Service, Privacy Administration, Post Office Box 4444, Cincinnati, Ohio 45263-4444. Requests must include Company name, address, contact telephone number, relation Tax Identification Number (“TIN”) for all business entities that will opt out and account number(s) (if applicable). Incomplete information will delay or possibly prevent our ability to honor your request.
- Call a Fifth Third Customer Service Professional at 1-800-889-5269.

- Visit any Fifth Third Banking Center.

Our system will be updated to reflect your privacy preferences within 30 days following receipt of the request with complete information. You can verify the update by calling the Customer Service number listed above or visiting any Fifth Third Banking Center.

If you have already shared with us your privacy preferences under this Notice, it is not necessary to contact us again. We will continue to honor the preferences you have provided.

V. Security

To protect Company Information from unauthorized access and use, we use appropriate physical, procedural and technical safeguards as required by law.

VI. Fifth Third Companies Covered by this Notice

This notice will apply to all affiliates of Fifth Third, now existing or hereafter arising. This list is available to you at <https://www.53.com/affiliatedcompanies>.



MASTER TREASURY MANAGEMENT AGREEMENT

This Master Treasury Management Agreement (“*Agreement*”) governs the provision of Treasury Management Services (“*Services*”) to the undersigned “*Customer*” by Fifth Third Bank (“*we*” or “*us*”) and is effective when and as of the date executed by us.

Services

Customer desires to obtain, and we agree to provide the Services as provided in this Agreement and the applicable Terms and Conditions for the Services (“*Terms and Conditions*”). 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.

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.

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

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 the Service.

Customer Information

Customer agrees to provide any information that we reasonably require to enable us to provide the requested Services to Customer. For some of our Services, Customer may be required to complete a set up and implementation process and complete related information forms. We will rely on the information provided to us by Customer in this process and the Service Request in providing the 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.

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.

Fees and Taxes

Except as expressly provided in a separately agreed and executed pricing agreement referring to this Agreement (“*Pricing Agreement*”), 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).

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 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.

Our Representations and Warranties

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.

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

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.

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) 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 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 uses a Service. In addition, Customer agrees to immediately notify us if any representation or warranty made by Customer is no longer true.

Security Procedures; Operating Procedures

Establishment. Access to our Access Channels (described below) and to some of our Services is subject to Security Procedures ("*Security Procedures*"). Our Security Procedures include the use of identification codes, personal identification numbers and passwords ("*Identification Codes*"), call back protocols, tokens and other systems or procedures. The Security Procedures enable the use of the Access Channels and 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.

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. 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 Access Channels using the Security Procedures are considered authorized by Customer.

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 Access Channels by authorized personnel.

Other Procedures. In addition to the Security Procedures, we may, in our discretion, use additional procedures to verify the authenticity of Instructions communicated to us. We will not be responsible for our refusal to act upon any Instruction received that does not comply with this Agreement or the applicable Terms and Conditions, including where our reasonable efforts to verify Instructions in accordance with the Security Procedures have failed or where such action is delayed until verification can be obtained.

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.

Breach Incidents. We notify customers (and will notify Customer) of security breach incidents involving their information in accordance with the "Federal Banking Interagency Guidance on Response Programs for Security Breaches dated March 23, 2005," as amended, and applicable state laws.

Access Channels

Fifth Third Direct is our internet access portal and Account Management & Payments ("AMP") is our internet-based suite of Services available

through Fifth Third Direct. The features and options available through Fifth Third Direct and AMP (together with any other means to access our Services electronically, "Access Channels") are described in greater detail below and in the User Guide for these Services.

Administration. As part of the set up process for Fifth Third Direct, Customer will appoint a person ("Administrator") with authority to manage Customer's use of Fifth Third Direct including the authority to: designate personnel ("Users"), including the Administrator, with access to some or all of the Services or Service features through Fifth Third Direct; establish approval processes and limitations (such as dollar amount and transaction type) on the User's authority for certain Services; enable the assignment of Identification Codes; and, accept and act on all communications from us regarding Fifth Third Direct and AMP.

Security Procedures. Customer's use of the Access Channels and the accessed Services are subject to Security Procedures. The Fifth Third Direct Service generates unique Identification Codes for each User. The use of Identification Codes and, where applicable, Access Devices (as described below) together with any additional measures agreed to by the parties constitute the Security Procedure for the Access Channel and the Service accessed through that Access Channel.

Access Devices. Access to some Services may require the use of a security token or other security or authentication device and related software (an "Access Device"). Proper, controlled and authorized 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 accompanying the Access Device or any required license, 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 our vendor's property.

Customer Responsibilities. In addition to using the Security Procedures, Customer agrees to: (a) institute and use reasonable measures to mitigate the risks of conducting banking transactions through the Internet; (b) institute and enforce effective policies and procedures to ensure that its personnel use the Services only as authorized

and within the limits of their permission or authority; (c) incorporate and use reasonable security features and technology in its computer software, hardware and systems; and (d) educate and update itself and its employees on the proper and secure use of the Internet, and the existing and emerging threats from computer viruses and attacks, email scams, cybercrimes and other attempts to gain Customer's banking information, and use reasonable efforts to address these threats.

Equipment and Software. Customer is solely responsible for having and maintaining at its expense proper functioning hardware, software, communication devices and Internet access and service necessary for use with the Access Channels.

Intellectual Property. All software related to the provision of the Access Channels, the content, pages, and other materials, and other works of authorship and material displayed or utilized in connection with the Access Channels, the names, trademarks, logos, slogans and service marks used, displayed and found on our websites, and all other intellectual property relating to the Access Channels (collectively, "*Intellectual Property*") are owned by and proprietary to us or our vendors or licensors, except as otherwise specified. No Intellectual Property may be copied, modified, disassembled, reproduced, used in any way (other than as authorized in connection with the Services) or publicly displayed, or distributed in any medium of expression without our prior written permission.

Since the Internet is inherently insecure and since there is a risk that data communications and transfers 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 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 establishing a secure connection to our

authorized portal or after properly terminating that connection.

Account Management & Payments

AMP enables Customer to manage daily cash balances, research and reconcile account activity, and initiate funds transfers. Customer may elect to enable one or more or all of the modules for Customer or a particular User. The features and options available through AMP are described in greater detail below and in the User Guide for AMP. AMP is only available through Fifth Third Direct.

Administration. AMP is administered on behalf of Customer by the "*AMP Administrator*." Initially, the Administrator for Fifth Third Direct is the AMP Administrator. In addition to any other authority the AMP Administrator may have with respect to Fifth Third Direct and other Services, the AMP Administrator has the authority with respect to AMP to:

- designate Users with authority for some or all features of AMP,
- appoint other AMP Administrators with the authority of an AMP Administrator,
- give us Instructions and access reports relating to AMP,
- elect to enable email Alerts as further described in this Agreement,
- elect to enable access to our ACH Service, Wire Transfer Service and account transfers between deposit accounts and commercial loan accounts ("*Funds Transfers*") and designate Users (including the AMP Administrator) with authority to execute Funds Transfers, and
- establish approval protocols and limitations for Funds Transfers and other transactions.

AMP Administrator's Authority. Customer may authorize the AMP Administrator to have non-functional authority (i.e., authorized only to add and administer Users) or functional authority (i.e., authority to use the Service including for Funds Transfers). In the set up process for AMP, the AMP Administrator will have the option to require "Dual Control Administration," meaning that the approval of a second AMP Administrator is required to verify the designation and authorization of a designated

User. We recommend that Customer elect to require Dual Control Administration. We will rely on the authority of the AMP Administrator and Users designated by the AMP Administrator until we receive written notice of a change and we have a reasonable opportunity to act on the notice. Customer is solely responsible for the actions, instructions and decisions of the AMP Administrator and the designated Users.

Funds Transfers. The use of our Funds Transfer Services through AMP is subject to the Security Procedures for those Services, including the use of an Access Device. The Security Procedures include a variety of approval options, User limitations and controls which are described in greater detail in the User Guide. We recommend that Customer establish an approval protocol appropriate for Customer's particular circumstances. If Customer does not establish and require adherence to an approval protocol for Funds Transfers or if Customer selects a "no approval" option, Customer assumes the risks of all transactions that could have been prevented by requiring approval. Funds Transfers involving only internal account transfers may not be subject to all of the Security Procedures for other Funds Transfers.

Account Information. Depending upon the service level 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.

Email Alerts

Some of our Services including AMP offer an email alerts feature. If Customer elects to use this feature, our system will send an email alert (an "Alert") to Users designated by the Administrator that an activity, status or action selected by the Administrator regarding a selected account has occurred. The Alerts feature is set up by the Administrator.

Informational Use. Alerts are provided for Customer's information and convenience only. An Alert does not constitute a bank record for the account to which it pertains. The Alerts feature is meant to assist Customer in managing

Customer's accounts, but is not intended as a substitute for proper account management or regular use of our AMP and other information Services.

Delivery Risks. Alerts may be delayed or prevented by a variety of circumstances beyond our control. We do not guarantee the delivery of any Alert. Alerts are sent via the Internet 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 an Alert, the content in an Alert, or Customer's use of, or reliance on, the absence of any Alert for any purpose.

Replies. Customer is not permitted to reply to email Alerts. Any reply Customer sends will not be read or acted upon. **Customer should never respond to any request purportedly from us to provide Customer's account numbers or information, or security details such as passwords.** Customer agrees to report to us promptly any such purported request or other unusual emails.

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 and the regulations and operating circulars of the Federal Reserve Board (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.

Business Continuity

We maintain off-site business continuity capabilities designed to permit us to recover from a disaster and continue providing Services in accordance with our business continuity plan

and capabilities. Our business continuity capabilities will permit the recovery from a disaster and resumption of the provision of the Service to Customer within a commercially reasonable period as dictated by the particular recovery rating of the system or application in question. A copy of a summary of the Fifth Third Bank Business Continuity Plan as in effect from time to time will be provided to Customer upon written request.

Limitation of Liability

CUSTOMER AGREES TO THE MAXIMUM EXTENT PERMITTED BY LAW THAT IN NO EVENT WILL WE BE LIABLE OR RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR SPECULATIVE LOSSES OR DAMAGES (INCLUDING LOST PROFITS, GOODWILL AND OPPORTUNITIES) THAT CUSTOMER OR ANY OTHER PERSON MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT OR ANY SERVICE PROVIDED BY US, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND REGARDLESS OF THE TYPE OF CLAIM.

Customer further agrees, to the maximum extent permitted by law, that our liability to Customer arising from any Service 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.

Indemnification Obligations

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.

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.

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.

Confidentiality

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.

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. Notwithstanding the foregoing, we may disclose Customer's information as

provided in our Fifth Third Privacy Notice for Commercial Customers.

Duty to Inspect

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 or Access Channels. 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 through our reporting services; (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.

Customer agrees to institute, maintain and enforce reasonable and effective procedures to prevent fraud, 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 implement reasonable 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.

Overdrafts

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 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.

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 "**Termination**" section of this Agreement (with or without the lapse of time or notice) other than under the first sentence of such section; 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 you 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.

Except as expressly provided in the applicable Terms and Conditions, nothing in this Agreement requires us to extend any credit of any type, even if we have done so in the past.

Limited Audit

General. Subject to the limitations expressed in this section and only for a Required Purpose (as defined below), we reserve the right for ourselves and our regulatory authorities to audit, inspect and, if warranted, test Customer's equipment, IT infrastructure, workflow and processes, and security policies and procedures relating to a Service (collectively, "*Processes*") and Customer's books and records relating to the origination and sending to us or our Processors of payment orders and other Instructions, and check images. Customer agrees to reasonably cooperate with us and make its facilities, Processes and all relevant records, reports, information and personnel relating to the Processes reasonably available to us.

Limitations. The purpose of any audit we may conduct is limited to assessing the security and compliance with applicable standards and Applicable Law, of the Processes related to the Services and Customer's use of our Services. We will not exercise this right except to the extent required by our regulatory authorities or we are made aware of actual or potential incidents of material weaknesses or security breaches in the Processes relating to the Service or a violation of Applicable Law ("*Required Purpose*"). If we desire to conduct an audit, we will give Customer at least twenty (20) days' advance notice, conduct the audit only during business hours and strive to avoid any disruption or interference with Customer's operations. The results of any audit or the fact that we do not conduct an audit are not to be taken as an assessment of the Processes or Customer's compliance with any standards including Applicable Law. We and Customer will each bear our own costs in connection with the audit.

Confidentiality. We will keep confidential the information Customer provides us in connection with the audit, as well as the results and our findings with respect to the audit, except to the extent disclosure is required by our regulatory authorities or Applicable Law or legal process. We will not seek access to any information Customer is prohibited by law or contract from providing or making available to us, including personal financial and other confidential or protected information of its customers.

Recommendations. If, as a result of an audit, we make a material recommendation relating to Processes and Customer fails to institute any such recommendation, we have the right to terminate or suspend each affected Service pending satisfactory resolution of the circumstances giving rise to the recommendation.

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.

Vantiv

If Customer is using the services of Vantiv, LLC (including its successors, "*Vantiv*"), Customer understands that Vantiv is no longer a division of us and is a separate, independent legal entity. Customer acknowledges and agrees that Vantiv is not our Processor and that we are not responsible for Customer's selection of, any agreement Customer has with, or the actions or obligations of, Vantiv or any agent or vendor engaged or used by Vantiv.

Vendors

Any third party servicer or vendor used by Customer in connection with the Services ("*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.

Use of System

If a Service involves the use of software, hardware, processing, or databases provided by or through us or a Processor to Customer (a "*System*"), we or the System vendor may require Customer to execute a license or other agreement to use or acquire the System. Customer agrees to treat the System as strictly confidential at all times. Customer is solely responsible for the use

or misuse of the System and assumes the risk of all consequences of the use or misuse of the System by Customer, its personnel or third parties (other than us and our personnel).

Setoff

Customer grants us a contractual right of setoff against Customer's deposits and funds in Customer's accounts with us or 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) in order to satisfy any unpaid or unperformed obligation to us under this Agreement, now or at any time in the future. We may exercise our right of setoff without demand or notice, and without recourse to any other collateral but we will use reasonable efforts to provide notice to Customer following the exercise of our rights. Our rights as described above are limited to the extent of limitations and restrictions imposed by Applicable Law.

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, 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.

Termination

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. We may terminate or suspend immediately any Service without notice to Customer if Customer fails to maintain sufficient available funds in any account maintained for such Service. In addition, we may terminate this Agreement or terminate or suspend any Service immediately upon notice to Customer if: (a) Customer closes

any account established in connection with the Services without establishing a replacement account; (b) Customer breaches a material obligation under this Agreement, any Applicable Law or any other material agreement with us; (c) 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; (d) Customer's financial condition has become impaired in our good faith opinion; (e) 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 stock; or (f) the continued provision of Services in accordance with the terms of this Agreement would, in our good faith opinion, violate Applicable Law or subject us to an unacceptable risk of loss.

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.

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.

Entire Agreement

This Agreement, together with the Terms and Conditions, any applicable User Guide, the

Service Requests, Account Rules, the signature card, Pricing Agreement, 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 or the Account Rules, the Terms and Conditions or the Account Rules, as applicable, shall 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.

Amendment

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.

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 or is, in our good faith opinion, necessary to preserve or enhance the security of a Service, 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.

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.

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.

Waiver of Jury Trial

Customer agrees that any suit, action or proceeding, whether as part of a claim or counterclaim, brought or instituted by Customer 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. CUSTOMER EXPRESSLY, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING.

Miscellaneous

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.

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.

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 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, 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.

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

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.

Subsidiaries

By executing this Agreement, Customer, each "Subsidiary" of Customer listed below (if any), and we agree that each such Subsidiary shall have all of the rights and obligations of, and shall

for all purposes be a party under this Agreement as "Customer." Each Subsidiary 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 and the Related Agreements. Additional Subsidiaries can be added through an addendum to this Agreement in the form required by us and executed by Customer and us.

Customer represents and warrants to us that Customer (or another Subsidiary) owns a majority of the outstanding shares or equity interests of each such Subsidiary.

Each Subsidiary acknowledges and 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.

Customer unconditionally guarantees to us the full and prompt payment and performance by the Subsidiaries of all obligations they or any of them may incur under this Agreement or the Related Agreements, including in any case that any payment to us by a Subsidiary is set aside, rescinded or otherwise required to be returned in any bankruptcy or similar proceeding.

Customer represents and warrants to us that all transfers and commingling of funds, if any, between or among Customer and any Subsidiary whether or not listed (the "Group") in connection with any Service are supported by adequate consideration between and among the members of the Group and have been duly authorized by all necessary entity and governing body action on the part of each member of the Group. These representations and warranties shall be continuing while we are providing the Service. Customer agrees to provide to us upon our reasonable request adequate documentary evidence of such authorization from each member of the Group.

SIGNATURE PAGE 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:

FIFTH THIRD BANK

Tax ID: _____

By: _____

By: _____

Print name: _____

Print name: _____

Print title: _____

Print title: _____

DATE: _____

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 Subsidiaries listed below:

By: _____

Print name: _____

Print title: _____

This Agreement includes the following Subsidiaries:

Subsidiary Name:

Tax ID No.:



**TREASURY MANAGEMENT SERVICES
TERMS AND CONDITIONS BOOK**

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 (“*Master Agreement*”) in effect between you, as our “*Customer*” (or “*you*”) and Fifth Third Bank (“*we*” or “*us*”) governing Services. 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:

“*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 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, 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.

Rules and Regulations

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 communication channels and optional Service features, and,
- appoint an Administrator for the Service as further described below

As part of this process, we will, where necessary test the Service with you and provide you with any applicable operating procedures and processes. We will rely on the information you provide us, and the decisions and features elections you make in this process.

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.

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 Administrator for the Service on your behalf (“*Administrator*”). The Administrator has significant authority on your behalf to:

- 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 authority to act as Authorized Agents for the Service,
- and access reports generated with respect to the Service, and
- for certain services, select your approval process or authorization protocols.

We will rely on the authority of the Administrator and users designated by the Administrator until you give us written notice of a change and we have a reasonable opportunity to act on the notice. We do not monitor your use of the Service. You are solely responsible for the actions, instructions, orders and decisions of your Administrator and the designated users.

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 alternatives for you to access our Services including VPN, telephone, written instructions, *Fifth Third Direct*® or another Internet portal or name, and direct transmission, among others.

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 Service 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. All of our Services are subject to the Master Agreement.

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:

- (a) “*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;
- (b) “*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.

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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 daily 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 and voided 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 Check Inquiry 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 Cut Off 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.

Check Inquiry 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 internet portal, Fifth Third Direct or direct file transmission. Other methods of communication may only be used with our prior written consent. 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 “*ODFI*” 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.

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 Available Balance 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. If you wish to originate Entries in a currency other than U.S. Dollars, you must obtain one of our Global Funds Services.

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 warrant to us that no individual will be allowed to initiate transfers 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. If you believe or suspect that any Security Procedure or your systems have become known to, or been accessed by unauthorized persons, you agree to notify us immediately and follow up your notification with written confirmation. 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.

Data Breach. If you suffer a breach of your security that has or may result in the unauthorized release or disclosure of confidential or protected information of you or your customers, you agree to notify us immediately.

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 your file.

Data Retention. You agree retain data on file adequate to permit remaking 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 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 use our reasonable efforts to process your Entries to enable payment to of from your Receiver on the Effective date of your Entry. We may require 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 those funds while held by us.

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 at your request 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.

Cancellations and Amount. 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 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.

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. The Designated Account shall be adjusted for any float costs incurred by us as a result of processing Entries, paper checks, 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.

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.**

Administrator. In addition to the general authority of an Administrator, the 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 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 Cass 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 Administrator you appoint for this Service and users designated by the 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. An as 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.

AUTOMATED PAYABLES MANAGEMENT

Service

Description. Our Automated Payables Management Service provides a comprehensive electronic workflow system that creates and routes digital images of invoices for electronic approval and general ledger coding which can then be uploaded into your accounting system and sent to us for payment by ACH, wire transfer or check. Our Service enables you to:

- Accept, process and image all your paper invoices, and create an electronic file based on data from those invoices as well as fax and email invoices you transmit to us,
- Match converted invoices to purchase orders (PO) or receiving file data,
- Create an integrated file of the converted invoices and other invoice data in a standard format,
- Electronically route unmatched invoices through your work flow system to your designated approvers for action based on your selections among standard business rules,
- Electronically transmit invoices matching PO or receiving files for input into your accounting system and release for payment; non-matching files are routed for further review and disposition,
- Create resulting payment files and transmit them to us for execution by ACH, wire transfer or check as you designate,
- Access and research stored Images and data,
- Have 24-hour, web-based access to the Service through a secure, dedicated portal, and
- View payment status, manage your payments and create reports via the web.

Requirements relating to the various aspects of the Service are described in greater detail below.

Set Up. In the set up process, you will select the features of the Service you wish to use, make elections regarding various aspects of the Service and configure business rules for the handling and approval of invoices and payments. A representative of our Automated Payables Management service team will assist you with, and coordinate the pre-Service data exchange, establishment of communication links and systems, and web interface. Your use of the Service is subject to the operating procedures and instructions provided in the User Guides or that we otherwise communicate to you.

Authorizations. A critical element of the set up process is the designation of one or more individuals as your principal authorized person or Authorized Agent to serve as Administrator for this Service with authority to manage the Service on your behalf, accept reports, approve invoices, give payment orders and instructions, and administer Security Procedures, user set-up and passwords. You understand that we will conclusively rely on the authority of the person or persons you designate with this important authority to establish business rules for the handling of invoices and to issue payment orders and instructions to us. Once established, the business rules will be part of, and govern the disposition of invoices and payments until you give us written notice of a change and we have a reasonable opportunity to act upon the notice and implement the change.

Access. You agree to make available to us adequate personnel and access to your facilities to enable timely set-up, connection, testing and training.

Invoice Processing and Conversion

Invoice Collection. We will provide a remitter address for receipt of all paper invoices, and a method for transmission to us of fax or email invoices.

Vendor Data Forms. As part of the set up process, you will provide us with vendor data and general ledger coding to enable us to establish a standard format for invoice files. We will conclusively rely on the accuracy and timeliness of the vendor and general ledger data you provide.

Imaging. We will open mail received at your address and scan all paper and fax invoices received by us in accordance with the standard service level. Original invoice documents are retained for 60 days then destroyed. Scanned images are archived and retained for access by you for the duration of our Service and for as long after that period as we mutually agree in writing.

File Creation and Workflow. We will create a standardized voucher file based on data derived from your imaged invoices. Invoices not associated with a purchase order or receiving data are routed to you for disposition according to your selected business rules.

Disposition. Matched invoices and resolved non-matching invoices are transmitted directly to you for payment. All unmatched invoices or non-purchase order invoices are automatically routed for approval or dispute resolution based on your selected business rules.

Payment Orders and Instructions. Once an invoice is approved, either affirmatively by you or pursuant to your selected business rules, that file is delivered to your accounting software program. Your accounting system then creates a transaction designating invoices for payment and the payment method. This feature enables you to send us an integrated payments file that we then process through the payment Service you select. That file must be transmitted to us in an agreed upon format as provided in the Terms and Conditions for the payment Service you select (ACH, check issuance or wire transfer) in compliance with the applicable Security Procedures for that Service. You will at that point be giving us a payment order or issuing us an instruction to make a payment by check, as further described in “**Payment Systems**” below. We will then execute your payment order or instruction on the date you specify or the default date. We are not responsible for system compatibility or the failure of any system other than ours to accept data from the Service.

Service Access. You are responsible for controlling and limiting access to the Service to your authorized personnel, and complying with the security features and Security Procedures for the Service.

Data Retrieval and Access. We will store and archive images and integrated invoice data which you can retrieve, research, review and print. You will be able to:

- Search for invoices and payments via one or multiple fields (e.g., account number, invoice date, vendor name, charged amount, paid amount), and
- View the underlying invoice and payment data.

Training. During the set up and implementation process, we will provide train-the-trainer user training and user guides to your designated personnel covering all Service applications.

Service Levels. Processing and transmission will occur on the schedule established in the set up process. Service level options are described in the User Guide.

Errors or Lost Data. If an error is discovered in the imaging or file creation process, we will promptly correct the error and provide you with a corrected file. This is our sole obligation with

respect to such errors. We will use reasonable care to prevent the loss or destruction of your data and invoices once they are in our possession and control. If we then lose or destroy your data or documents, we will be responsible for recreating such data or documents to the extent reasonably possible as your sole remedy. We are not responsible for data or documents until they are transmitted or delivered to us and we acknowledge receipt through the natural workflow process.

Payment Systems

We offer multiple payment services including prepared checks, automated clearinghouse (ACH) and wire transfer. We will issue checks as directed by you through our Check Issuance Service and process payments as provided in our Automated Clearing House, Wire Transfer or Electronic Data Interchange Service, as applicable. If you make payments by check, we recommend that you use one of our Positive Pay Services. If you make payments through ACH, we recommend that you use our ACH Transaction Control or Positive Pay Service. The payment features of the Service are provided pursuant to the “Terms and Conditions” for the payment Service you choose for this Service. You must complete the Service enrollment and setup procedures for the payment Service you wish to use.

Security Procedures

The transmission of payment instructions through the Service is subject to the Security Procedures described in the User Guide for this Service.

Customer Support

Our implementation service team will assist you throughout the set up and transition process. Our Commercial Services Center is available to assist you in using the Service during posted hours of operation and will provide additional training if requested.

Subcontractors

You understand that we may delegate or subcontract some of our obligations regarding the Services to outside vendors or processors, including our affiliates. Our scanning, processing and conversion services may be outsourced to a third party.

BAI FILE

Service

We will provide you on each Banking Day with an electronic file containing information about your transactions 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.

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 ("*Branch*") or cash vaults (a "*Bank Control Vault*"), or
- any one of the cash virtual vaults operated by a third party cash logistics company (a "*Virtual Vault*")

These locations are sometimes referred to as "*Deposit Points*." Through our relationship with a number of national cash logistics companies, those companies will make available to you their private or Virtual Vault network. A deposit at a Virtual Vault has the same effect as a deposit at one of our Branches, subject to applicable Cutoff Times.

Deposits of Prepared Funds

Locations. You may choose any Deposit Point for delivery of your Prepared Funds.

Deposit Bags. You are responsible for supplying and maintaining clear, tamper proof 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 agents) at the Deposit Point.

Process. On each Business Day, we or our agent will open any Bag that we receive at a Deposit Point during posted hours, physically count and bundle 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.

Courier. You are responsible for the selecting and contracting with a courier as your agent to transport your deposit activity to a Deposit Point and for picking up and delivering Change Orders. 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 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.

Credit of Funds

Deposits. 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 order currency and coin from us (a "*Change Order*") at any time. We will physically count and bundle the currency or coin ordered by you and make them available to you at a Deposit Point designated by you in the set up process, provided we receive the Change Order prior to the Cutoff Time on a Business Day. If the Change Order is received after the Cutoff Time or is received on a day that is not a Business Day, the order will be processed on the next Business Day. Change Orders are available for pickup according to the schedule we establish with you. Change Orders not timely accepted by will be returned to our inventory and you may be subject to an additional processing charge. You must notify us of any discrepancy pertaining to Prepared Funds ordered pursuant to a Change Order within two Business Days after you receive them. You must provide us with documentation to support any such discrepancy.

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

Statements and Notices

Your deposit activity and Change Orders through the Service will be reflected on your regular monthly statement for the Designated Account as provided in and subject to the Rules. You should carefully and promptly review the statements we provide or make available to you. We offer a number of additional 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 Rules.

Banking Center VRU Order

Description. This optional feature of our Service enables you to place a Change Order for currency through a Voice Response Unit ("*VRU*") with your touch-tone telephone and receive the Change Order in person at one of our Banking Centers. Your Change Order will be prepared by a Bank Control Vault or Virtual Vault (a "*Cash Vault*") and delivered to a Banking Center for pickup by you. All Change Orders placed through the VRU are subject to this Addendum.

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 and establishing the Banking Center for the pickup of Change Orders. We will rely on the information you provide us.

Availability Day. We will notify you of the Business Day of the week on which Change Orders you submit will be available ("*Availability Day*"). Once you complete the set up and implementation process for the VRU, we may require seven days advance notice before fulfilling a Change Order made directly to one of our Banking Centers.

User Guides. Your use of the VRU feature is subject to the procedures and instructions found in the User Guide which we provide you for the VRU feature.

Users. Each user designated by you in the set up process will be assigned one or more identification numbers ("*User ID's*") and passwords to enable them to access and use the VRU feature. You are solely responsible for the use, security and confidentiality of the User ID's and passwords.

Orders. The VRU system is available for currency Change Orders 24 hours a day, seven days a week. Orders for coin are not permitted through the VRU feature and will not be honored. 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. Change Orders received through the VRU before the posted cutoff time will be available for pickup at the designated Banking Center on the date of your Availability Day. If the Change Order is received after that time or that Availability Day is not a Business Day, the Change Order will be available on your next Availability Day. Your Change Order will be processed by our cash vault Processor and placed in a sealed, tamper proof bag marked with identification information for your order, and delivered to the Banking Center for your pick up.

Pickup. One of our representatives will call you at the number specified in the set up process to confirm that your Change Order is available. Your Change Order will be available following that call at the Banking Center established in the set up process. The following individuals are authorized to receive your Change Order from us: (a) each person authorized by you with withdrawal authority on the Designated Account as indicated on your Signature Card on file with us or (b) persons and entities designated by you in a Letter of Authorization as described below. You must pickup your Change Order on the day we make your Change Order available or the next succeeding Business Day. If you do not pick up your Change Order within that timeframe, your Change Order will be returned to the Cash Vault and you will incur not only your original order fees, but also an additional fee for the order to be re-deposited into your account. That fee will be described on your statement as a 'Returned Deposit' fee or similar description. If you fail to timely pick up your Change Order more than four times, we reserve the right to suspend or terminate the VRU feature and the Service.

Letter of Authorization. If you wish to designate a person or entity that is not authorized by your Signature Card to have the authority to receive your Change Order from us at a Banking Center, you must complete, sign and submit to us a Letter of Authorization in the form we require. If you later would like to designate an additional person or entity with that authority, you must revoke the existing Letter of Authority complete and submit another Letter of Authorization with a list of all of the persons or entities authorized by you to receive your Change Orders. In order to revoke the authority of a person or entity you have designated, you must complete, sign and submit to us a Revocation of Authority in the form we require that revokes the entire Letter of Authorization, and submit a new Letter of Authority designating the person, persons or entity you wish to have authority to receive your Change Orders.

Security. This Service involves the transporting of significant amounts of cash by your personnel. You should take every precaution to ensure the safety and security of your personnel and your Change Order. We are not responsible for the Change Order once it has been given to you or your agent.

Account. You may only place a Change Order to the extent you will have Available Funds in the Designated Account at the time the Change Order is prepared by the Cash Vault. Your Designated Account will be charged for all purposes (service fee, analysis fee and withdrawal) when your Change Order is prepared by the Cash Vault, not when it is picked up. You understand that there may be a delay between the time your Change Order is prepared and the day you pick up your Change Order. If your Designated Account is overdrawn at the time you pick up your Change Order, we may refuse to deliver your Change Order to you and return your Change Order at your expense.

Discrepancies. You must notify us of any discrepancies in the Change Order within two Business Days after you pick it up. 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 Deposit Point and Banking Center will be final and binding.

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.

Termination of VRU Feature. If the VRU feature is terminated or suspended by you or us for any reason, we may require seven days notice before we honor your Change Order directly through a Banking Center.

iOrder

Our Service includes 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 obtained the 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-proof 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.

Provisional Credit. The iDeposit features described above do not include any form of provisional credit prior to actual counting and verification of the deposit. We offer an additional feature of iDeposit with provisional credit that is only available pursuant to a separate written agreement executed by you and us.

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. From time to time on a Banking Day, we shall create a CD-ROM containing images of checks presented on your Designated Accounts for a given cycle. We shall also provide you with software and related utilities required to view presented checks.

Your Obligations. You agree to maintain the software we provide for this Service, including installing updates we send you. You must use the software to create a file reflecting each check that cleared during the business cycle. When you receive the CD-ROM, you will use the provided utilities to update your systems with the presented check information delivered on the CD-ROM. Your CD-ROM is not encrypted so it is essential that you maintain this security of the CD once you receive it. We are not responsible if an unauthorized person obtains access to your account information from the CD-ROM.

Fifth Third Direct

Our Check Imaging Service is also available through Fifth Third Direct. Viewing and research functionality are provided through the portal. Instructions for use of the Check Imaging through Fifth Third Direct are provided in the User Guide for this Service.

Transaction Inquiry is a tool available through Fifth Third Direct that 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 by means of by issuing a Check Issuance Request. A “*Check Issuance Request*” is an Instruction (as defined in the Master Agreement) to issue a check on your behalf and are submitted to us in the form and manner mutually agreed upon from you to us.

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 Authorized Agents 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 and send the check to the address you specify in the Check Issuance Request.

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. We will debit your Designated Account to cover such checks when we receive your 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.

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 Account Rules 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, or
- Image CD ROM’s or the RDI check images 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)
- 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.

Data 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 3:00 PM EST to 6:00 PM EST. The default format for all transmissions is outlined below in the file layout document. All fields identified in this document below are separated within the transmission using commas (in other words, the file is always sent to the customer as a comma-delimited file). 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 through Fifth Third Direct.

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 MANAGEMENT

Service

Our Deposit Management Service facilitates the collection of distributed cash and enables you to automate the updating of general ledger activity for your accounts. You may only receive the Deposit Management Services by using the System or access channel we designate for such purposes. From time to time on a Business Day, we shall create a receipt file of your Account activity. The collection of this data is facilitated through the Service and is available the next Business Day.

Your Obligations

You agree to maintain the information you provide us in the interfaces for the files reflecting the receipt activity for any Business Day. You also agree to comply with all requirements established in the set up process for this Service including the Security Procedures.

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.

Deposit Collection

While we do not offer or provide courier services to our customers, we have long standing relationships with couriers and cash logistics companies. As a result of these relationships, we can, at your request, assist you in contacting providers to enable you to obtain courier services, and in establishing rates for courier service.

We offer this Service as a courtesy to our customers. The couriers are independent and separate entities from us and we are not operating as a partnership, joint venture or other combined enterprise with any of them. The courier and related services are provided to you by the courier you select, and are not part of any Service or any other service we provide. You are solely responsible for the terms of your relationship with the courier you select and agree to look solely to the courier for any problems or disputes you have with them. We are not responsible for any obligation or liability of your courier 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 and credit to your Designated Account.

Law and System Rules. The Service is subject to Applicable Law including applicable image exchange, network and clearing house rules (collectively, “*System Rules*”).

Processing

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 our account agreement with you 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 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 and US Savings Bonds 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.

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, or convert a Check Image and submit the converted Check through our ACH processor. 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. 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.

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 optional archive features available with the Service.

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 “*Scanning 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 Scanning Components are compatible with the Service. If necessary, you agree to make all modifications to Scanning 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 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 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 Scanning 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 Scanning Components; (b) having, periodically reviewing and enforcing effective policies and procedures to insure the proper, secure and authorized use of the Scanning 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 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 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 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 and allow us to review and inspect them during reasonable business hours; and (b) timely and securely destroy the original Checks promptly following the expiration of such 14 day period or any shorter or longer period we specify with respect to a particular Check or Checks. In addition, you agree to supply all financial information, financial records and documentation regarding the Checks that we may 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 costs or liabilities we may incur or suffer if any person is presented with or charged for the original Item, you fail to maintain the security of the original Check, any original Check or Check data (other than through the Check Image) is presented by any person, or you fail 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; (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.

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 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 image exchange, network and clearinghouse rules (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 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 "*ED Program*"). Check Images are created and transmitted to us by you following the ED Program instructions. Each Check must be indorsed (by you or through a feature of the ED Program selected by you) prior to scanning through the ED Program. All Check Images sent to us with the Service must be created using, and comply with the requirements of the ED 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 ED Program acknowledges receipt of the Check Image provided it complies with the requirements of the Service. You are responsible for using the ED Program to determine our acceptance and for responding to any errors or other problems noted through the ED Program. Checks are deemed deposited at our processing facility near Cincinnati, Ohio unless otherwise specified in accordance with the Rules and are subject to availability as provided in the 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 ED 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 a discrete module available through the ED Program.

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.

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 manufacturers 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 ED 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 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 Items is properly endorsed (other than endorsements supplied through the ED 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 and allow us to review and inspect them during reasonable business hours; and (b) timely and securely destroy the original Checks promptly following the expiration of such 14 day period or any longer period we specify with respect to a particular Check or Checks. In addition, you agree to supply all financial information, financial records and documentation regarding the Checks that we may request. You are solely responsible if an Item 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. You agree to indemnify us for any costs or liabilities we may incur or suffer if any person is presented with or charged for the original Item, you fail to maintain the security of the original Check, any original Check or Check data (other than through the Check Image) is presented by any person, or you fail 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 ED 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 one or more access channels we offer including through Fifth Third Direct. If you have our Lockbox Service, you may also view Remittance Images through the viewing features of 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 ED 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 enables you to control and administer pooled funds belonging to multiple clients and includes *Escrow Manager Online*, our online access management tool available through *Fifth Third Direct*. The Service is structured with: a “*Master Account*” including a “*Master Sub-Account*,” “*Sub-Accounts*,” and an optional “*Disbursement/Billing Account*.” Funds from your clients are initially deposited into the Master Account which will be titled as an escrow account. The deposited funds are then allocated by you in the appropriate Sub-Account which you establish for each of your clients and manage through Escrow Manager Online. Your client’s unique identifying number, name or tax identification number will identify each Sub Account. 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, and Disbursement/Billing Account may be referred to collectively as the “*Account*” or “*Escrow Account*.” We will also prepare and timely mail to your clients Form 1099-INT or Form 1042-S, as the case may be, for interest paid on the Sub-Accounts as required by Internal Revenue Service (*IRS*) regulations, and file annually Form 1096 or Form 1042, or both, as the case may be, with the IRS on your behalf as and when required by law.

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

- complete and sign a signature card for the Master Account and, if you choose to set it up, the Disbursement/Billing Account;
- have obtained proper and effective authorization from each of your clients to hold your clients’ funds though 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 *Fifth Third Direct*; and
- establish the access rules for authorized users of the *Escrow Manager Online* 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 Services in connection with this Service, including our Wire Transfer and ACH Origination Services, you must separately obtain those Services from us, and your use of that Service will be subject to the Terms and Conditions for that Service.

Transfer Limitations. The Sub-Accounts are interest bearing accounts. Accordingly, the Sub-Accounts are subject to a limitation of six transfers from such accounts as provided under Federal Reserve Regulation D. If applicable limitations are exceeded, we may be required to limit the number of transfers or convert the Sub-Account to a non-interest bearing account, all as further provided in the Rules.

Deposits

Deposits. 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 checks and other items of payment (“*Items*”), as well as electronic funds transfers provided we have the necessary Sub-Account information with or prior to the transfer. Paper deposits should be accompanied by an Escrow Manager deposit ticket we provide to you.

W-9 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*”) in the form we provide you or other form acceptable to us for 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 is exactly correct and appropriately signed. There is a modified Form W-9 on the backside of the Escrow Manager Deposit ticket which you may use. You must provide your client's name, address, and tax identification number for each Sub-Account on the front and have your sub account holder sign the backside, limiting one client per deposit ticket. Deposit tickets can be submitted with checks through one of our branches. You may also fax deposit tickets (front and back) to our Deposit Operations at 513-358-1165 or another number specified in the User Guide for that purpose. You must provide us a deposit ticket or Form W-9 for a new set up made online even if you electronically transmit your deposit. You must provide us with original signed copies of Form W-8. Originals should be mailed to the Escrow Manager Customer Service, MD 1MOC2X, Madisonville Operations Center, Cincinnati, OH 45263 or another address specified for this purpose in the User Guide.

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 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 use, and we must have agreed to provide, 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 your Disbursement/Billing Account or other account (other than a Sub-Account) you have with us.

Escrow Manager Online

Features. The Service includes our *Escrow Manager Online* feature which enables you to manage the Accounts via the internet through, *Fifth Third Direct*[®]. You must have completed the set up process for Fifth Third Direct in order to have access to this feature of our Service. The features and functionality of Escrow Manager Online 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, obtain 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.

Administrator. The Service is administered for you by your Fifth Third Direct Administrator who is appointed by you in the set up process for Fifth Third Direct. Unless you instruct us in writing to the contrary, the Administrator has the authority, in addition to any other authority the Administrator may have, to establish access rules and designate users and other Administrators with authority to act as Authorized Agents for this Service, including authority to allocate funds to Sub-Accounts and transfer funds to the Disbursement/Billing Account.

Security Procedures. The use of Escrow Manager Online through Fifth Third Direct is subject to Security Procedures. The use of an 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 this 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 understand that all access to, and use of the Service using the Security Procedures is considered for all purposes and without further investigation to be authorized by you. You authorize us to act and rely upon any communications, Instructions and directions to us through Escrow Manager Online using the Security Procedures. We do not monitor your use of the Service.

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, your customers or any other person; and, we have no legal or contractual relationship with your customer;
- 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 Accounts, interest accrues daily and is compounded and credited to the various Sub-Accounts on a monthly basis. The interest rate on the Sub-Account may change at any time in our discretion, thus the annual percentage yield for your 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 on 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 your clients each year with Form 1099-INT (for U.S. clients), Form 1042-S (for Canadian clients) or successor form, as applicable (“*Form 1099*”), pursuant and subject to Internal Revenue Service regulations. As part of the Service, we will, as your agent prepare Forms 1099 for each Sub-Account as required by law and mail them directly to all Sub-Account holders (unless an exemption applies) at the latest addresses you provide us for your clients. 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 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 as your agent 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. Exception transfers can be made by calling or faxing our Cash Management Department subject to our normal procedures. 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 the holder of 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

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.

Liability to Third Parties

In addition to your obligations to us under the Master Agreement, you agree to indemnify and hold us harmless from any Losses whatsoever claimed by any third party, including your clients, and any expense we incur in investigating or defending any claim relating to, or resulting from our providing the Service to you, except for such Losses resulting from our gross negligence or willful misconduct.

Termination

We reserve the right to terminate the Service and close your Account as provided in the Master Agreement. You may close the 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 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, Accounts Management and Payments, 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. The file must contain full details for of 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 Cut Off 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 Commercial 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 scannable 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 which 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 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 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.

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.

Transition Services

If you terminate the Services for any reason or we terminate the Service for convenience, 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.

PAYCARD

Service

Our PayCard Service enables you to provide your employees with a MasterCard® branded Debit Card for payment of their salaries and wages instead of payroll checks.

Definitions

As used with this Service, the following terms have the indicated meanings:

“*Card User*” means the Participating Employee and anyone designated by him or her as an authorized user of the PayCard.

“*Cardholder Agreement*” means the Fifth Third Bank MasterCard Terms and Conditions (or similarly titled document) between us and a Participating Employee specifying the terms and conditions for use of a PayCard, including applicable fees.

“*Employee Payroll Account*” means a non-interest bearing sub-account of a pooled account with us that is established for the sole benefit of a Participating Employee and is funded by you, as the employer.

“*Enrollment Form*” means the forms required under Applicable Law to enable an Employee to participate in the Program with you.

“*Labor Laws*” mean Applicable Laws addressing (i) labor standards, employment or payroll taxes, (ii) payment of payroll, salaries, wages or bonuses, including form, manner and conditions of payment, and (iii) disclosure of pay or payroll deductions.

“*MC Rules*” means the Bylaws and Rules of MasterCard International as they relate to payroll cards and as such bylaws and rules are effect from time to time.

“*Participating Employee*” means an employee designated by you who has provided Authorization and for whom we have received from you correct and current Employee Set Up Data; only Employees who have reached the age of majority in their state of residence are eligible to participate in the Program.

“*PayCard*” means a MasterCard® Debit Card issued by us to a Participating Employee that can be used to make purchases at any location at which MasterCard Debit Cards are accepted and to withdraw cash at our branches and at participating automated teller machines and other locations.

“*Program*” means the aspect of the Service by which Participating Employees can obtain, and you can pay their wages by means of a PayCard and the related functionality and services available to you and Participating Employees.

Administrator

In addition to the general authority of the Administrator you appoint for this Service, unless restricted by you in the set up process, the Administrator has the authority to:

- designate and provide access credentials to personnel (“*Users*”) including the Administrator for access to some or all of the features of the Service on your behalf,
- designate your employees to us as Participating Employees for purposes of the Program, and provide us with Employee Set Up Data as described below, and

- initiate ACH transactions to fund Employee Payroll Accounts;

Program Operations

Service Set Up. As part of the initial set up process and for each Participating Employee added after that point, you will provide to us, in such format and through such means as we request: (a) complete and accurate enrollment information required by for each Participating Employee in the Program; and (b) any other information we reasonably request related to the enrollment of your employees in the Program, the issuance of a PayCard or the establishment and ongoing administration of the Program ("*Employee Set Up Data*"). You will also provide your logo for display on the Cards and Website and you authorize us to use your name and logo for this purpose.

Eligible Employees. Our PayCard Service is only available within the United States of America and for payment of wages and salary in U.S. Dollars to individuals lawfully employed by you. We reserve the right to refuse to issue a PayCard to any employee and to terminate any PayCard at any time without prior notice to you or employee, except as required by Applicable Law.

Participating Employee Verification. Each time you provide us with Employee Set Up Data for an employee, you represent and warrant to us that you have verified the identity of such employee and shall collect and retain for at least five years such employee's name, address, date of birth, and social security number or other government-issued identification number. At our request, you shall reasonably cooperate with us to verify the identity of prospective Participating Employees. You agree that we may request and obtain information directly from a current or prospective Participating Employee to verify the identity of such individual and seek information about them from third parties.

Compliance with Applicable Law. Notwithstanding anything in these Terms and Conditions to the contrary, you are solely responsible for compliance with Applicable Law in connection with the employment of your employees, including Labor Laws.

Limitations. The Cards are subject to an aggregate load limitation (currently \$240,000 per card), withdrawal limitation (\$300 per withdrawal and \$900 per day) and load limitation (\$10,000 twice per day). We may change these limitations upon thirty days' notice to you.

Program Implementation

Enrolling Your Employees. As part of the program, we will provide you with our standard Cardholder Agreement (including our Consumer Privacy Policy) and work with you to develop other related disclosures and materials for distribution to your Employees (collectively the "*Program Materials*").

Authorization. You are required to obtain from each employee desiring to participate in the Program: (a) a properly completed and executed Enrollment Form and Cardholder Agreement; and (b) all authorizations required by Applicable Law for you to transfer to, and for that person to accept and access their net pay as provided in the Program, and for the issuance of any additional Cards as permitted under the Cardholder Agreement (the "*Authorization*"). You are solely responsible for determining the manner and form of the Authorization required from your employees, making required disclosures and for complying with Applicable Law in obtaining and maintaining that Authorization. You further agree to maintain an original of the signed Enrollment Form, Authorization, and other records adequate to establish that each Card User has received the Program Materials (including revisions or amendments) and given Authorization to participate in the Program.

Card Distribution. Once we have received satisfactory evidence of the enrollment of a Participating Employee in the Program and their Authorization, we will distribute a PayCard to

each Card User along with their personal PIN.

Program Website and Call Center. We will maintain a dedicated website ("*Website*") which you may access for the administrative purposes provided in the User Guide provided by us or on the Website. We will assign to your Administrator a user ID and password for your access to the Website. Card Users will also be able to access the Website and an interactive voice response system to obtain balance and other information related to card usage. We will also maintain and make available to you and Card Users a call center for your personnel and your inquiries and service.

Cooperation. You agree to cooperate fully with us in furnishing any information or performing any action reasonably requested by us in connection with the Service or to comply with Applicable Law including furnishing us with true, accurate and complete copies of the Authorizations; provided, however, that you are not required to divulge any records to the extent prohibited by Applicable Law. For avoidance of doubt, to the extent Applicable Law (including rules and examination policies of regulatory authorities) changes or imposes new requirements, you and we both agree to comply with such requirements

Non-Issuance, Suspension or Cancellation. We are not obligated to issue a PayCard and may suspend or cancel any PayCard for reasons of compliance with Applicable Law including safe and sound banking practices. If we fail to issue, suspend, or cancel a PayCard, we will notify you promptly. Except as prohibited by Applicable Law, we will disburse to the Participating Employee any funds underlying a cancelled PayCard and return to you any funds relating to a PayCard we fail to issue. We may also cancel any PayCard or close the associated Employee Payroll Account under the circumstances described in the Program Materials.

Funding

You agree to deposit good and immediately available funds into each Employee Payroll Account in the amount necessary to fund the aggregate amount to be loaded to Employee Payroll Account. Unless we otherwise agree, you will fund the Employee Payroll Accounts by ACH credits with a data file containing the information and in the format we require (the "*Funding Data*") so that the credits are settled in each Employee Payroll Account on the date you have agreed to pay the Participating Employee. You acknowledge that it may take up to two (2) Business Days for ACH credits to settle. You acknowledge that, upon depositing funds into an Employee Payroll Account, you have no further right to, or interest in, such funds and, as between you and a Participating Employee, such funds belong to the Participating Employee. You represent and warrant that the Funding Data is current, accurate and complete. Upon receipt of your Funding Data and the settlement of the ACH transfer to Employee Payroll Accounts, we will credit the respective Employee Payroll Accounts. We are not obligated to fund the Employee Payroll Account in the absence of the timely receipt of corresponding funding from you, and we have no liability to participating Employees for any delay or failure of funding by you.

Representations and Warranties

Each time you transmit Funding Data to us, you represent and warrant to us that:

(a) you are permitted, under Applicable Law, to deposit the wages of Participating Employees into an Employee Payroll Account and you have properly withheld, deposited and reported taxes (including backup withholding taxes, if any), and withheld any other amounts you are required or have agreed to withhold; and

(b) each Participating Employee: (i) is lawfully employed by you and you possess a completed U.S. Citizenship and Immigration Services Form I-9, *Employment Eligibility Verification*, for each Participating Employee; (ii) has provided you (and you have in your possession) a completed and signed written or electronic Authorization, and such Authorization has not been revoked and is in full force and effect; and (iii) is

receiving his or her Wages in accordance with Applicable Law, his or her Authorization and your contractual obligations to him or her.

Accuracy of Data

You are solely responsible for providing us with the correct Employee Set Up Data and for the accuracy of the Funding Data. We are not liable to you, any Employee or any third party for any loss or damage arising out of, or relating to your failure to provide us with the correct Employee Set Up Data or for errors in the Funding Data. You shall promptly notify us of any errors in Employee Set Up Data or the Funding Data. You are solely responsible and liable for the resolution of disputes with Participating Employees arising from such errors or any other failure of your employees to timely receive the proper amount of their wages. We will use commercially reasonable efforts to assist you in the correction of any errors in the execution of ACH credits that may occur through the Service, subject to Applicable Law and the Cardholder Agreement.

Card User Security

The Service requires Participating Employees to establish user names, passwords and related credential information for use in accessing their payment account on the Website. Your Participating Employees are responsible for maintaining the confidentiality and security of their credentials to access their information.

Access to Information; Audit and Inspection

You agree that we and any regulatory authority that has jurisdiction over us shall have the right, as necessary to comply, or confirm compliance with Applicable Law, and upon reasonable prior written notice, to audit and inspect your books and records related solely to the Program and your performance of your obligations in connection with the Program. Any such audit shall be conducted only upon request of such regulatory authority or as necessary in our reasonable good faith opinion to permit us to comply with Applicable Law and only during your normal business hours and in a manner reasonably intended to minimize any disruption to your business, and shall not include inspection of any information which you are legally or contractually obligated to maintain as confidential on behalf of a third party.

Term and Termination

We agree to provide the Service and you agree to utilize the Service for a period agreed upon in the set up process. The term is subject to our respective rights to terminate the Service as 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.

POSITIVE PAY

Service

Description. Our Positive Pay Services consists of:

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

Our Service 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*. Unless you select our Teller Line feature, our Positive Pay Service does not apply to checks presented over the counter to us.

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. Perfect Posting is an optional feature of our Service. With Perfect Posting 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 Available Balance in the applicable account, or (c) we are required by law or legal process not to pay.

Bank-Maintained Positive Pay, Payee Line Positive Pay and Optional Teller 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 "*Check Register File*"). On each Banking Day, we will compare all of the Check Register Information that is in the Check Register 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 Check Register 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. Whenever we pay a check drawn on a Designated Account, we will delete the description of that check from the Check Register File.

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 Check Register File, the payee line from those checks. Payee lines that do not match your Check Register 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 Check Register 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

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 Checks on the Designated Account. If, however, you elect

to receive the benefits of 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 Check Register File.

Customer-Maintained Positive Pay

Our Obligations

From time to time on a Business Day, we shall transmit to you the serial number, presentment date, amount, and if you elect, the Payee (the “*Paid Check Information*”) of each Presented Check.

You agree to maintain a file reflecting each check that you issue on the Designated Accounts (the “*Issued Check File*”). One each Banking Day, you will use the Service and your records to compare all of the Paid Check Information delivered by us to the Issued Check File 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 reported suspect checks.

RE-PRESENTED CHECK ENTRIES

Service

Our RCK Service allows for the conversion of returned paper checks into ACH Entries for re-resentation 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 Description

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 market Account ("*Money Market 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 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 Account. Our Money Market 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 (“MMM”) are not considered a Deposit, and you will have an ownership interest in the MMM to the extent of the amount of funds swept from your Deposit into the MMM.

Internal (within Fifth Third Bank): Funds swept to an internal deposit account maintained by the MMM 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 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 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 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 you 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 delivered from time to time to it by us.

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 of 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.

WIRE TRANSFER

Service

Description. Our Wire Transfer Service permits you to transfer U.S. dollars by wire transfer through Fedwire, internal wire transfers and international funds transfer via SWIFT and, as appropriate, to transmit or receive related messages and other channels we select. These transfers are typically to or from your Designated Account for this Service with us or at other eligible domestic or foreign banks. These transfers may also include transfers from your Accounts with us in accordance with your Instructions or batch payments made according to multiple Requests within a single electronic data file for transfers from your Accounts.

Set Up. In addition to appointing an Administrator for access to this Service you will 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, any financial institution or other third party you designate as your agent to make Drawdown Requests.

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

Request means your instructions (including the Instructions of any Authorized Agent) to execute a payment order and to debit your account (including for purposes of executing a Drawdown Request) or another person's account in connection with a payment order. A Request is a payment order and is considered an Instruction as defined in the Master Agreement.

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.

Compliance with Applicable Law

You agree to comply with Applicable Law in connection with the Service including all applicable payment system rules, national 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 UCC Article 4A.

Requests

Templates. Wire transfers 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 for that beneficiary one time and access this template each time you need to wire funds to that business partner. The only information that needs to be changed is the amount and the date. A Non-Repetitive Wire Transfer is generally a single use wire for which you provide all of the beneficiary information each time you initiate a wire transfer.

Representations and Warranties. Each time you send a Request including each time a repetitive Wire is executed by us pursuant to your Instructions, you make to us the following representations and warranties: (a) all transaction details you have provided to us in connection with the Request are complete, truthful and accurate; (b) the Request is for your direct benefit only and not the benefit of any other person or entity; and, (c) you are in compliance with all Applicable Laws in connection with the Request.

Security Procedures. Access to this Service is subject to Security Procedures. You agree to select the 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 Requests. The Security Procedures and our compliance with the Security Procedures have the effects specified in the Master Agreement.

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

Automated Standing Wire. An Automated Standing Wire is a Request to make a recurring wire transfer in which all of the payment 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 Request for a fixed payment to be made at recurring intervals as you specify. If the specified date to execute a Request falls on a day that is not a Business Day, the order will be executed on the next Business Day. Requests for a standing wire must be given in a manner and form approved by us. You are responsible for having sufficient collected funds in the Designated Account from which payment for the order is to be made to cover the order and related fees and expenses. We will not execute a Request if there are not sufficient Available Funds in the Designated Account to pay for the Request, and may terminate the Request. Once established, a standing Request 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.

Payment

You may initiate a Request 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 Request absent Available Funds in the Account, you are obligated to pay us the amount of any such Request once we act on your Request. We may at any time require Available Funds before we process a Request. Even if we have done so in the past, we are not obligated to process any Request without having first been paid by you the full amount of your Request, but, if we do, the amount is immediately due and payable without notice or demand. Prior to initiating any Request 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 Requests

Execution. We will execute Requests received in your name provided that: (a) if we require, you have paid us for the amount of the Request including our fees and other charges; (b) the Request is received in the medium, at the place and with the information we specify; (c) the Request complies with the requirements of these Terms and Conditions including the Security Procedures and Applicable Law; and (d) the Request is for payment in US Dollars to a beneficiary in the United States.

Transmission. We will use any means of transmission, funds transfer system (including Fedwire), association, clearing house, or intermediary we select in our discretion to transfer funds. After we receive a Request by the applicable processing deadline as specified in the User Guide, but no later than the value date stated in your Request (if such date is not earlier than the day such Request is received), we will act upon such Request by making applicable accounting entries or by transmitting payment instructions to the applicable bank or other party. If applicable, our acting on your Request will also be subject to the Business Day schedule of any of our offices holding an Account to be debited or credited under a Service. We may treat

Requests we receive after a Cut Off Time or deadline as if we received them on the next Business Day.

Rejection of Requests

We may reject and delay any Request if we determine, in good faith and our sole discretion: (a) that the Request is not authentic; (b) executing the Request would create for us a risk of violating Applicable Law or an unacceptable risk of financial loss; (c) the Request is incorrect, incomplete or unsatisfactory for any reason; (d) the Request does not comply with the requirements of these Terms and Conditions or the applicable User Guide, including any processing or exposure limits we establish for you or to which we are subject; or (e) the Request exceeds the Available Funds on deposit with us in the Designated Account. We may also reject a Request if it is or we believe it would be returned for any reason under the Operating Rules or applicable national 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 a written advice and by an entry on the applicable Account statement.

Cancellation or Amendment

If you send us a Request instructing us to cancel or amend a prior Request and we are able to verify the authenticity of the cancellation or amendment Request using the Security Procedure, we will make a reasonable effort to act on that Request, but we will not be liable if it is not effected. You agree to indemnify us against and hold us harmless from any and all Losses we incur in connection with your Request 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.

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 Request 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 Request 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 Request 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 authorized 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.

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 these Services 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.

ATM LEASE AGREEMENT

This ATM Lease Agreement (“Agreement”) is entered into as of this _____ day of May, 2014 (“Effective Date”), between FIFTH THIRD BANK, an Ohio banking corporation (“Lessee”) and _____ a (an) _____ corporation (“Lessor”).

1. **PREMISES:** The Lessor does hereby lease to Lessee sufficient space at _____ located at _____ in _____ for the installation of one (1) remotely controlled device which automatically performs certain services normally performed by a bank teller (hereinafter “ATM”). The ATM shall be located _____, as depicted on Exhibit A, attached hereto and made a part hereof. Lessee represents and agrees that the ATM will be placed in a cleared space allowing convenient access to customers. The location of the ATM shall be referred to as the “Premises.”

2. **TERM:**

a. ***Initial Term:*** The term of this Agreement shall be for a period of five (5) years (“Initial Term”), commencing on the date on which the ATM begins to operate (“Commencement Date”). Lessor acknowledges and agrees as a condition to this Agreement, if Lessee is unable to obtain all necessary governmental approvals, Lessee may immediately terminate this Agreement by giving written notice of such to Lessor and that Lessee shall have no liability for any claims in law or in equity arising from said termination.

b. ***Renewals:*** Except as set forth below, and provided that Lessee is not then in default under this Agreement beyond any grace or cure period, Lessee shall have the option to renew this Agreement for additional terms of five (5) years (“Renewal Term”) by providing written notice to Lessor at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term.

c. ***Termination for low usage/Termination for Damages:*** At any time after six (6) months from the Commencement Date, should Lessee determine that the ATM is not profitable, Lessee may terminate this Agreement by giving written notice to Lessor at least thirty (30) days in advance. In the event the ATM is damaged or vandalized during the Initial Term or Renewal Term, Lessee shall have the right to terminate this Agreement by giving thirty (30) days notice to Lessor. If Lessee terminates pursuant to this Section, Lessee shall pay all net monies up to and including the termination date, but shall have no further liability hereunder.

d. ***Holdover Tenancy:*** If, without the execution of a new lease or written extension and with the consent of Lessor, Lessee shall holdover after the expiration of the Initial Term or any Renewal Term of this Agreement, Lessee shall be deemed to be occupying the Premises as a tenant from month to month, which tenancy may be terminated by either Lessor or Lessee upon thirty (30) days prior written notice to the other. During any holdover tenancy, Lessee agrees to pay to Lessor one hundred and twenty five percent (125%) of the monthly installment of Rent which was payable in the month immediately preceding the month in which the expiration or

termination occurs, and to be otherwise bound by all of the other terms, covenants and conditions as herein specified.

3. **RENT:** Rent shall be _____ and 00/100 Dollars (\$____) per month, payable to Lessor at _____.

4. **LIGHTING AND SIGNAGE:** Lessee, at its sole option and expense, shall have the right to place lighting and signage on and around the ATM and the adjacent portions of the Premises in accordance with Lessee's standard practices and procedures. Additionally, Lessee may install, with the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed, other signage on Lessor's premises identifying Lessee, the ATM, or the services provided therein.

5. **COVENANTS OF LESSEE:** Lessee does hereby covenant and agree that it shall: (i) erect and install the ATM and related improvements on the Premises; (ii) not commit any waste on the Premises; (iii) not use or occupy the Premises for any unlawful purpose; (iv) not make alterations or additions, subsequent to the installation, on or to the Premises without the written consent of Lessor, which consent shall not be unreasonably withheld, except that adjustments in signage shall not require Lessor's consent; (v) furnish separate electrical power to the ATM; and (vi) at its expense, have the option, after consultation with Lessor, to install theft deterrent devices in and on the Premises to prevent theft and/or losses to the ATM, including but not be limited to, dye packs, audible alarms, smoke packs and visual alarms.

6. **COVENANTS OF LESSOR:** Lessor does hereby covenant and agree that it shall: (i) if necessary, fully cooperate with Lessee to obtain approval of all public and governmental authorities as to all matters relating to zoning, building permit, special use permits or similar requirements for use of the Premises in accordance with Lessee's plans and specifications; (ii) permit the Lessee, its agents, servants and employees access to the ATM and/or related Lessor's property during normal hours of operation for the purposes of installation, maintenance, and servicing of the ATM, or at such designated pre-opening or post-closing hours as mutually agreed upon; (iii) permit the Lessee, its agents, servants and employees to park motor vehicles on the Lessor's premises, subject to such limitations as may, from time to time, be required; (iv) provide normal cleaning around the ATM; (v) maintain the area around each ATM in orderly fashion so that customers have convenient and safe access to the ATM; (vi) provide security and lighting, consistent with the normal operating standards of Lessor; (vii) pay for relocation when requested by Lessor; (viii) during the term of this Agreement and any extensions thereof, not permit any other ATM or electronic device to be installed or operated in the building or on the campus where the Premises are located, by any bank, savings and loan association, financial institution, securities or brokerage firm, or other enterprise offering any financial services or products offered by Lessee without the express written consent of Lessee, which consent may be withheld in Lessee's sole discretion; (ix) permit such inspections of the Premises as are necessary, including but not limited to, fire and electrical hazards, by authorized personnel.

7. **DEFAULT:**

a. ***Lessee Default and Remedy:*** If Lessee shall be in default in the performance of any covenant of this Agreement and has not commenced to cure such default within thirty (30) days after notice thereof by Lessor, Lessor may terminate this Agreement and resume possession of the Premises thereby wholly discharging Lessee from its obligations under this Agreement.

b. ***Lessor Default and Remedy:*** If any default by Lessor under the terms of this Agreement shall continue for thirty (30) days after written notice thereof from Lessee without Lessor's having commenced to cure the same, Lessee may terminate this Agreement without penalty.

8. FIXTURES AND PERSONAL PROPERTY; SURRENDER: Upon termination of this Agreement, Lessee shall return the Premises in as good condition as received, normal wear and tear excepted. Trade fixtures, furniture and other personal property installed or placed in or on the Premises at the cost of Lessee shall be the property of Lessee unless otherwise specified in this Agreement and Lessee shall remove the same, at Lessee's sole expense, within thirty (30) days of the expiration or termination of this Agreement. Lessee shall, at its own cost and expense, promptly and completely repair any and all damage to the Premises resulting from or caused by such removal. If Lessee fails to remove all or any of such property, Lessor may at Lessor's option retain all or any of such property and title thereto shall thereupon vest in Lessor, or Lessor may remove from the Premises and dispose of in any manner all or any of such property, in which latter event Lessee shall, upon demand, promptly pay to Lessor the actual expense of such removal and disposition and the cost of repair of any and all damage to the Premises resulting from or caused by such removal.

9. QUIET ENJOYMENT: Lessor covenants that so long as Lessee fulfills the conditions and covenants required of it to be performed, Lessee will have peaceful and quiet possession of the Premises;

10. ASSIGNABILITY: Lessee may assign the Premises, without Lessor's consent, to (i) any entity controlled by, controlling or under common control of Lessee or (b) to any entity that that succeeds to or acquires all or substantially all of the business of Lessee through merger, consolidation, acquisition of stock or assets, or other business combination.

11. INDEMNIFICATION: Each party agrees to defend, indemnify and hold harmless the other party, its employees, directors, officers, agents, successors and assigns, from and against any third party for any losses, damages, costs, expenses and liabilities, directly or indirectly arising out of or attributed to, or in connection with the negligence or willful misconduct of the indemnifying party, its agents or employees.

12. INSURANCE: Lessee and Lessor each agree to carry comprehensive general liability insurance according protection to the other party under a policy, which shall insure against a combined loss of not less than One Million Dollars (\$1,000,000.00) for each occurrence.

13. EXCUSE FROM PERFORMANCE: In the event of any judicial or other governmental determination that ATMs may not be operated in one or more mutually agreed locations covered by this Agreement, this Agreement shall be terminated with respect to such ATM, with no further liability of either party.

14. CONDEMNATION: If the whole or any part of the Premises shall be taken under the power of eminent domain, then the Agreement shall terminate as to the part taken on the day when Lessee is required to yield possession thereof, and Lessor, to the extent of the condemnation award, shall make such repairs and alterations as may be necessary in order to restore the part not taken to useful condition. The Rent shall be reduced proportionately as to the part of the Premises taken, the reduction to be effective on the date that Lessee is required to yield possession. If the amount of the Premises so taken is such as to impair substantially the usefulness of the Premises for the purposes for which the same are hereby leased, then either party shall have the option to terminate this Agreement as of the date when Lessee is required to yield possession.

15. NOTICES: Any notices under this Agreement shall be personally delivered, delivered by the deposit thereof in the U.S. Postal Service, postage prepaid, registered, or certified, return receipt requested, or by reputable overnight courier service to the party at the address listed below or at another address hereafter designated by notice. Any such notice shall be deemed to have been delivered and given upon personal delivery or delivery by overnight courier service, or deposit with the United States Postal Service:

LESSEE:
Fifth Third Bank
Fifth Third Center
38 Fountain Square Plaza
MD 10ATA1
Cincinnati, Ohio 45263
Attn: SVP Corporate Facilities

LESSOR:

Attn:

With copy to:

And

Fifth Third Bank
Fifth Third Center
38 Fountain Square Plaza
MD 10 ATA1
Cincinnati, OH 45263
Attn: ATM Administrator

16. MISCELLANEOUS:

a. ***Governing Law:*** The laws of the State of **Ohio** shall govern this Agreement without reference to the choice-of-law provisions thereof.

b. **Entire Agreement:** This Agreement represents the entire agreement between the parties with respect to the subject matter hereto, and supersedes all other proposals, agreements, representations and covenants, oral or written. Any modification of this Agreement, unless otherwise indicated herein, must be in writing and signed by both parties.

c. **Provisions Binding:** This Agreement shall be binding upon and inure to the benefit of the respective successors or assigns of the parties to this Agreement, except as otherwise prohibited by this Agreement

d. **Invalid or Illegal Provisions:** Any provision or provisions of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

e. **Captions of Paragraphs:** The captions of the paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. The parties hereby agree that they have read and fully understand all terms, conditions and covenants contained within this Agreement and enter the Agreement freely, without reservation. This Agreement shall not be construed as if prepared by one of the parties, but rather according to its fair meaning as a whole, as if both parties had prepared it.

f. **Rights, Options, Election, Powers and Remedies:** The various rights, options, elections, powers and remedies contained in this Agreement shall be construed as cumulative and no one of them shall be exclusive of any of the others, or of any other legal or equitable remedy which either party might otherwise have in the event of breach or default in the terms hereof, and the exercise of one right or remedy by such party shall not impair its right to any other right or remedy until all obligations upon the other party have been fully performed.

g. **Time:** Time is of the essence with respect to the performance of each of the covenants and agreements under this Agreement.

h. **Relationship of Lessor and Lessee:** Nothing contained herein will be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent, nor any other provision contained herein nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of lessor and lessee.

i. **Force Majeure:** In the event Lessor shall be delayed or hindered in or prevented from the performance of any obligation required under this Agreement by reason of strikes, lockouts, inability to procure labor or materials, failure of power, fire or other casualty, acts of God, restrictive governmental laws or regulations, riots, insurrection, terrorist acts, war, or any other reason not within the reasonable control of Lessor, then the performance of such obligation shall be excused for a period of such delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

j. ***Waiver of Jury Trial:*** Both parties hereby knowingly and voluntarily waive the right to a jury trial in any action, proceeding, or permissive counterclaim involving any matters whatsoever arising out of or in any way connected with the Agreement, the relationship of Lessor and Lessee, Lessee's use or occupancy of the Premises, or any claim for injury or damage.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed as of the date and year first above written.

LESSEE:

LESSOR:

FIFTH THIRD BANK

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing ATM Lease Agreement was acknowledged before me this ___ day of _____, 2014 by _____, the _____ of the Fifth Third Bank, a(n) Ohio banking corporation, on behalf of the corporation.

Notary Public

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing ATM Lease Agreement was acknowledged before me this ___ day of _____, 2014 by _____, the _____ of the Fifth Third Bank, a(n) Ohio banking corporation, on behalf of the corporation.

Notary Public

STATE OF)
) SS:
COUNTY OF)

The foregoing ATM Lease Agreement was acknowledged before me this ___ day of _____, 2014 by _____, the _____ of the _____, a(n) _____ corporation, on behalf of the corporation.

Notary Public

Exhibit A

Premises

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see Instructions) ▶ _____	Exemptions (see Instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number		
	-	-

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number		
	-	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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VENDOR DIRECT DEPOSIT REQUEST

Vendor Number: _____

Vendor Name: _____

Vendor Address: _____

City, State, and Zip: _____

(Vendor) sells goods and/or services to Fifth Third Bank and/or one or more of its subsidiaries.

Fifth Third Bank is requesting the flexibility to make payments for such goods and/or services by Electronic Funds Transfer (EFT) through the Automated Clearing House (ACH) Network and/or Federal Reserve Wire System. (Vendor) agrees to grant such flexibility.

Therefore, (Vendor) hereby (1) authorizes Fifth Third Bank to make payments for goods and/or services by EFT and to initiate, if necessary, adjustment or debit entries for any credit entries made in error, (2) certifies that it has selected the following financial institution to receive such payments on its behalf, and (3) directs that all such electronic funds transfers be made as provided below:

Receiving Financial Institution:

Name _____

Address _____

City _____

State, Zip _____

Routing and Transit Number _____

Your Account Name _____

Your Account Number _____

Your Account qualifier (please circle one):

Direct deposit

(OR)

Savings

(Vendor) will give thirty (30) days advance, written notice to Fifth Third Bank of changes in financial institution or other payment instructions. This authorization will remain in full force and effect until Fifth Third Bank has received written notification from (Vendor).

Name of Company: _____

By: _____
(printed name)

By: _____
(authorized signature)

Title: _____

Date: _____

Custody Services Agreement Customer Profile Schedule Governmental Entity (Non ERISA)

Account Type:		Account Number:	
Customer Information			
Institution Name (Full Legal Name. DO NOT USE ABBREVIATIONS)			
Tax I.D. Number			
Institution Contact and Title			
Telephone Number			
Street Address of Institution			
Account Service Instructions			
Type of Institution:		Additional Service Options:	
<input type="checkbox"/> Governmental Entity <input type="checkbox"/> Other (Describe)		<input type="checkbox"/> Monthly Statements <input type="checkbox"/> Quarterly Statements <input type="checkbox"/> Fifth Third Direct <input type="checkbox"/> Other (Describe)	
Payment For Custody Services:			
<input type="checkbox"/> Bill monthly <input type="checkbox"/> Charge monthly <input type="checkbox"/> Other, please specify			
Name of Investment Advisor (If self-directed, indicate "self-directed.")			
Proxy Communication:			
<input type="checkbox"/> Forward all proxies to the below mailing address and I will execute and mail said proxies to the address specified.			
Proxy Contact:			
Name			
Address			
Phone			
Fax			
E-mail			

Forward all proxies to our proxy service provider to mailing address and contact information listed below to be executed on our behalf:

Company Name	
--------------	--

Client Number (if applicable)	
-------------------------------	--

Contact:

Name	
------	--

Address	
---------	--

Phone	
-------	--

Fax	
-----	--

E-mail	
--------	--

SEC Shareholder Communications Disclosure

The Securities and Exchange Commission (SEC) has adopted a rule that requires Fifth Third Bank, as holder of securities, to contact Client, the beneficial owner having authority to vote those securities, to determine whether Client would like Fifth Third Bank to provide Client's name, address and share position to companies whose shares Fifth Third Bank holds for Client's benefit. If Client does not object, Fifth Third Bank will release the above information to requesting companies and Client will receive annual and quarterly reports, proxies and other corporate communications directly from these companies. These companies are prohibited from using Client's name and address for any purpose other than corporate communications.

If Client does object to such release or to the receipt of shareholder information, Fifth Third Bank will not release Client's shareholder status to requesting companies.

Client authorizes Fifth Third Bank to release Client's name to companies.

Client does not authorize Fifth Third Bank to release Client's name to companies.

BankSafe Election

Fifth Third Bank maintains a deposit account product called a BankSafe Account. A BankSafe Account has a rate of return that may vary from time to time based on market conditions. If Client elects to invest the Account in BankSafe, Fifth Third Bank agrees to act on the direction of Client to invest and reinvest funding in the Account into BankSafe or a successor or similar investment offered by Fifth Third Bank. If Client makes this election by initialing and checking the box below, subsequent instructions to make any other investment must be made by completing a new Custody Services Agreement.

Client authorizes Fifth Third Bank to invest the entire Account in BankSafe or a similar product.

(Client Initials)

If Client does not make the BankSafe Election above, Client instructs Fifth Third Bank to handle all excess cash in the following manner:

Invest/ Withdraw from the following money market:

Name of the Fund

Check or Wire Transfer according to the following instructions:

Address of Bank and ABA Routing Information

Credit/ Charge our Fifth Third Checking or Savings account

Account Number

Net Settlement as directed by client

Form W-9: Taxpayer Identification Number

Please visit www.IRS.gov and print the most updated version of the W-9 Form to complete the custody agreement process.

Changes to Customer Profile Schedule

Any changes to this Customer Profile Schedule will not be effective until a new Customer Profile Schedule is executed by the Customer and, when applicable, any other person authorized to direct the account, including an Investment Advisor.

Persons Authorized to Direct Account (Including Investment Advisor when applicable)

Client Signature

Date (Month/Day/Year)

Title

Client Signature

Date (Month/Day/Year)

Title

Fifth Third Bank Custody Services Agreement

This Custody Services Agreement (collectively with all schedules, exhibits, amendments, and addenda hereto, this "Agreement") is made effective as of *Date (Month/Day/Year)* by and between **Fifth Third Bank**, (Street), (Mail Location), (City), (State) (ZIP) ("Custodian"), and the undersigned customer ("Customer"). Custodian and Customer hereby agree as follows:

1. DEFINITIONS. For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below.

"Account" means the custodial account maintained by Custodian pursuant to this Agreement established in the name of and on behalf of Customer.

"Agreement" means this Custody Services Agreement and all schedules, exhibits, amendments and addenda hereto.

"Applications" means, collectively, the CAD Application and the FTD Application.

"Class Actions" means lawsuits initiated by or on behalf of a corporation that entitle the shareholders of such corporation to participate in such lawsuit by electing to so participate.

"Corporate Action Information" means all information communicated to Customer via the CAD System related to Corporate Actions when securities related to such Corporate Actions are held in the Account.

"Corporate Actions" means any actions undertaken by an issuer corporation that have an effect upon shareholders or entitlement holders of the corporation's securities (so long as such securities are held in the Account) including, without limitation, the inception of Class Actions.

"Custodian" means Fifth Third Bank, an Ohio banking corporation, acting pursuant to this Agreement.

"Customer ID" means a Customer-specific user identification code.

"Customer" means the party executing this Agreement for which the Custodian is performing the Services.

"Depository" means the Depository Trust Company, the Federal Reserve or such other sub-custodian as Custodian may from time to time nominate.

"CAD Application" means the Corporate Actions Direct software application licensed hereunder by Custodian to be downloaded by Customer that will enable Customer to access and use the CAD System via an Internet connection, a dedicated line or a direct dial-up connection.

"CAD Interface" means the methodology by which Customer uses the CAD Application to create an online connection to the CAD System, which will allow Customer to perform Transactions from a remote location.

"CAD Services" means the then-current Services made available by Custodian to Customer pursuant to this Agreement on the CAD System.

"CAD System" means the overall concept or program, including the then-current systems, computers and communication facilities made available to Customer for the purpose of receiving Corporate Action Information and delivering Voluntary Election Instructions or Other Instructions to Custodian by means of the CAD Interface.

"Information" means the methods, techniques, programs, devices and operations of Custodian arising in connection with the CAD System and the FTD System and the services and products provided in connection therewith.

"Instructions" means the data messages, in a form and format acceptable to Custodian, submitted by Customer and successfully received by the Workstations, which requests that a task be performed on behalf of Customer or its customers regarding trust and/ or demand deposit account funds maintained in the Account.

"Interfaces" means, collectively, the CAD Interface and the FTD Interface.

"Mandatory Corporate Actions" shall mean those Corporate Actions for which the effect on the shareholders or entitlement holders may not be modified by the Customer, including but not limited to, cash dividends, stock dividends, mergers, name changes, mandatory calls, and other mandatory corporate reorganizations.

<p>“<u>Manuals</u>” means on-line user manuals that describe the process and assist with the use of the Workstations.</p>
<p>“<u>Other Instructions</u>” means the messages, in a form and format acceptable to Custodian, submitted by Customer and successfully received by Custodian through the CAD System, which request that a task be performed on behalf of Customer or its customers regarding stock or other securities held in Customer’s Account that does not relate to Voluntary Corporate Actions or the Customer’s Voluntary Election Instructions.</p>
<p>“<u>Proper Instruction</u>” means the written and manually signed instructions of the person(s) identified in writing by Customer as being duly authorized by Customer to have authority over the Property.</p>
<p>“<u>Property</u>” means the property listed on a certain receipt(s) or as indicated on the confirmation separately supplied by Custodian to Customer in connection with this Agreement, which may include, without limitation, common and preferred stocks, bonds, debentures, notes, money market instruments or other obligations, and any certificates, receipts, warrants or other instruments or documents representing rights to receive, purchase or subscribe for any of the foregoing, or evidencing any other rights or interests therein.</p>
<p>“<u>FTD Services</u>” means the then-current services made available by Custodian to Customer via the FTD Interface.</p>
<p>“<u>FTD System</u>” means Custodian’s then-current systems, computers and communication facilities made available by Custodian to receive Customer requests for information and Customer Instructions via the FTD Interface.</p>
<p>“<u>Services</u>” means the custody services specified in the Custody Services Schedule attached hereto as Schedule 1.</p>
<p>“<u>FTD Application</u>” means the Fifth Third Direct software application licensed hereunder by Custodian to be downloaded by Customer that will enable Customer to access and use the FTD System via an Internet connection, a dedicated line or a direct dial-up connection.</p>
<p>“<u>FTD Interface</u>” means that methodology by which Customer uses the FTD Application to create an online connection to the FTD System that will allow Customer to perform Transactions from a remote location.</p>
<p>“<u>FTD Price List</u>” means those items related to the FTD Application on the Fee Schedule.</p>
<p>“<u>Transactions</u>” means the Custodian’s performance of certain tasks pursuant to Proper Instructions.</p>
<p>“<u>Voluntary Corporate Actions</u>” means those Corporate Actions for which shareholders or entitlement holders are entitled or required to make an election or decision among alternative courses of action such as, among other things, certain tender offers, conversions, distributions or exchanges that are voluntary by their terms.</p>
<p>“<u>Voluntary Election Instructions</u>” means those messages timely delivered from Customer to Custodian through the CAD System unambiguously identifying Customer’s election or decision among alternative courses of action triggered by the occurrence of a Voluntary Corporate Action.</p>
<p>“<u>Workstations</u>” means, collectively, the overall concept or program by which Custodian allows Customer to access its FTD System by means of the FTD Interface and the CAD System by means of the CAD Interface.</p>
<p>2. DEPOSIT OF PROPERTY. Customer has deposited the Property, or may deposit additional Property, with Custodian. The purpose of such deposit is to obtain from Custodian the Services. The Services shall include those normally and customarily provided by Custodian with respect to Property including safekeeping, trading, deposits, withdrawals, income, corporate actions, puts, calls, overdrafts, record retention, reports and such other related services as Custodian may offer from time to time.</p>
<p>3. DESCRIPTION OF PROPERTY. Customer represents and acknowledges that the description of the Property listed on the receipt(s) or confirmation is an accurate description of Property. Custodian shall not be responsible for any Property until actually received by Custodian. Securities held by Custodian shall, unless payable to bearer, be registered in the name of the Custodian for the account of the Customer or its nominee, as Custodian may appoint, and at any time remove, in Custodian’s sole discretion. Custodian may deposit all or a part of the Property in a Depository; provided, however, no such deposit or appointment shall relieve the Custodian of its obligations under this Agreement. Custodian, in accordance with its normal and customary practices, will segregate and identify on its books as belonging to the Customer all Property held by Customer or any other entity authorized to hold Property in accordance with this Agreement.</p>
<p>4. APPOINTMENT AS CUSTODIAN. Customer hereby constitutes and appoints Custodian as custodian of Property and Custodian agrees to act in the capacity as custodian with respect to the Property during the term of this Agreement. Custodian shall perform the Services and maintain the Account as set forth herein. Custodian shall be held to a standard of reasonable care in carrying out its obligations under this Agreement. Custodian shall have no investment authority, nor any duty or obligation to supervise or advise Customer on any investments. Except as specifically set forth herein, Custodian shall have no liability and assumes no responsibility for any non-compliance by Customer of any laws, rules or regulations.</p>

5. SCOPE OF SERVICES. Custodian may make changes to the Services and/or the Fee Schedule attached hereto as **Schedule 2** based upon, but not limited to: technological developments; legislative, regulatory, third party depository or sub-custodian operational changes; or the introduction of new services by Custodian. Custodian will notify Customer of any changes to the Services that will affect Customer at least 30 days prior to the effective date of such changes.

6. INSTRUCTIONS; RELIANCE BY CUSTODIAN. Custodian is authorized to rely and act on Proper Instructions in providing the Services, whether such Proper Instructions are received via telephone, facsimile, or by bank wire so long as Custodian believes in good faith that such Proper Instructions have been given by an authorized person or agent acting on behalf of Customer. Custodian will only rely upon Proper Instructions sent via electronic mail if Proper Instruction specifically approves this method of delivery in writing (by other than electronic means) prior to the delivery of such Proper Instructions by electronic mail. Custodian is also authorized to rely and act upon instructions transmitted electronically through the Institutional Delivery System (IDS), a customer data entry system, or any other similar electronic instruction system acceptable to Custodian. Custodian will not be liable for any failure to execute instructions or failure to receive Property due to incorrect, incomplete, conflicting or untimely instructions. Custodian, in its discretion, is authorized to accept and act upon orders from Customer, whether given orally by telephone or otherwise, which Custodian in good faith believes to be genuine. Customer shall cause all oral instructions to be confirmed in writing by a written Proper Instruction. Custodian's records will be conclusive as to the content of any such instruction, regardless of whether confirmation is received.

7. REIMBURSEMENT FOR COSTS, EXPENSES. Custodian is authorized to take all steps it deems necessary or advisable to complete a transaction and shall be reimbursed for all costs, losses and liabilities if settlement is not accomplished due to Customer's failure for any reason to follow Custodian's instructions with respect to the Property or the Account. Custodian is authorized to execute, in the name of Customer, any certificates of ownership, declarations or other certificates required under any tax or other laws or governmental regulation now or hereafter in effect. Custodian will have the right to setoff against the Property held by Custodian hereunder and upon any deposit account of Customer for the following: (i) compensation, expenses, commitments made by Custodian upon instructions of Customer or its authorized agent; (ii) reimbursement of taxes incurred by Custodian for the Account of Customer; and (iii) other liabilities of Customer to Custodian, however created.

8. SETTLEMENT PRACTICES. Custodian will settle trade orders as instructed by the Customer. Custodian will not be liable or accountable for any act or omission by, or for the solvency of, any broker or agent effecting such transaction.

9. WORKSTATIONS. The terms and conditions of this Section 9 apply (to the extent they are applicable based upon Customer's election) to Customers electing to subscribe to the Workstations' products, systems and software, as specified herein.

- A.** In consideration of the of the fees and charges paid by Customer in connection with using the Services, Custodian hereby grants a nonexclusive and nontransferable license during the term of this Agreement to Customer to use the Applications. Customer acknowledges that Custodian retains full exclusive ownership of the Applications and Customer shall not grant any license or right to use the Applications without the prior written consent of Custodian, which consent may be withheld in its discretion.
- B.** Use of the Workstations requires Customer to obtain proper identification codes. Customer may request establishment on the applicable Workstation of a Customer ID to be used by Customer and its employees when accessing the applicable Workstation via the applicable Interface. Customer ID setup and standard maintenance will be performed at Custodian's convenience and in accordance with Custodian's general timeframes and scheduling. Customer shall provide Custodian with prompt written notice of all Customer IDs that are no longer active should be deleted and/or should otherwise be changed. Although not obligated to, Custodian reserves the right at its option and without notice to suspend the password on a Customer ID or inactivate and/or delete any Customer ID if it has not successfully logged on to the applicable System in a sixty day period (or other interval determined from time to time by Custodian), if it has shown suspicious activity or if Custodian determines that there is or may be a violation of Custodian's then current security procedures or standards involving the applicable System or Customer's access to the same. Custodian reserves the right (but shall not have any obligation) to request that Customer designate in writing those employees or agents of Customer which may authorize establishment of Customer IDs on the applicable System. However, Customer shall be solely responsible for any unauthorized access to the applicable System and Customer's data therein via the applicable Interface where such access includes but is not limited to theft, unauthorized Customer, employee or agent access, action taken on behalf of Customer or at the request of Customer's employees or agents (even if not authorized) and/or failure to notify Custodian in writing and independently verify suspension of a password on a Customer ID or inactivation and/or deletion of a Customer ID.
- C.** In addition to the covenants and obligations of the Customer stated elsewhere in this Agreement, Customer further acknowledges and agrees:
 - i.** Upon the termination of this Agreement, Customer shall, at its own cost and expense, deliver any printed versions of any manuals, documentation or writings, along with any copies thereof, pertaining to the use of the Workstations, the Applications, or the Interfaces to a location designated by Custodian.
 - ii.** Customer will cause all persons utilizing the Interfaces to treat all applicable user and authentication codes and passwords with extreme care.

- iii. Custodian is hereby irrevocably authorized to act in accordance with and rely upon Instructions received by it through the Interfaces. Customer shall be solely responsible for the quality, accuracy, and adequacy of all information and Instructions supplied to Custodian via the Interfaces or otherwise provided to Custodian hereunder, and Custodian shall not be liable for any damage, loss or expense whatsoever resulting to Customer or its customers as a result of the lack of quality, inaccuracy or inadequacy of such information other than as may arise from a defect in the Interfaces or the Workstations involving Custodian's receipt of such information. Customer will establish and maintain adequate audit controls to monitor the quality and delivery of such data.
- iv. Customer shall comply with all federal, state and local laws and regulations applicable to its business operations or to Customer as a result of this Agreement and will acquire all the rights and licenses deemed necessary by Custodian for Custodian to interface with Customer, or vice versa, and for Custodian to provide the Services contemplated under this Agreement.
- v. Customer shall be solely responsible for all record keeping as may be required of it under any federal, state or local laws and regulations. Except as hereinafter provided or as may be required under any federal, state or local laws and regulations, Custodian shall not be obligated to retain any records of any services performed hereunder for a period beyond seven calendar days after delivery of the records to Customer.

D. Customer agrees to the following general provisions related to the Workstations' products:

- i. Except for the Applications and the Workstations, Customer shall obtain and maintain at its own cost and expense all equipment and services, including but not limited to its computer systems, communications services, Internet access accounts, dedicated line or direct dial-up equipment necessary for Customer to access and utilize the Workstations via the Interfaces. Custodian shall not be responsible for the reliability or availability of any such equipment or services including but not limited to any third party access providers. Customer further agrees to obtain and utilize computer systems and communications equipment which meet the minimum specifications for using the Interfaces and the Applications set forth on the attached Exhibit A.
- ii. Customer acknowledges that neither the Services nor any information provided to Customer by the Workstations is intended to supply tax, investment or legal advice. Although the Workstations may provide information that may lead to recommendations about how and where to invest and what to buy, none of these recommendations are developed or endorsed by Custodian. In relation to this Agreement and in providing the Services, Custodian does not recommend any particular advisory service or products, nor does Custodian offer any such advice regarding the nature, potential value, or suitability of any particular security or investment strategy. Customer acknowledges that all purchases, sales, investments, Instructions and Transactions are initiated and performed independently by Customer at Customer's sole risk. Customer further acknowledges that, unless an investment consists of an insured deposit account maintained at Custodian, no such purchases, sales, investments, Instructions or Transactions will be insured or guaranteed by Custodian or any governmental or regulatory agency.
- iii. Customer agrees to pay all taxes of whatever nature including, but not limited to, any income, franchise, sale, use, property, transfer, excise and other taxes now or hereafter imposed by any governmental body or agency upon Customer's accessing the Workstations via the Interfaces and Customer's use of the Services, but excluding any income taxes payable by Custodian on the receipt of income under this Agreement.
- iv. Customer assumes full responsibility for the consequences of any and all use, misuse or unauthorized use of the Workstations, the Applications, the Interfaces, the Manuals, or the Services whether by Customer's personnel or others who gain access by or through the Services as provided to Customer, lawfully or unlawfully, to the Workstations, the Interfaces, the Manuals, or the Services.
- v. Custodian shall not be obligated to act upon, or be liable for failure to act upon, any Instruction, Transaction, or modification or cancellation thereof received by Custodian via the Interfaces that is not performed in accordance with the Manuals and/or this Agreement.
- vi. Customer shall not copy or modify, or by its action or inaction permit to be copied or modified, the Applications or any other part of the Interfaces, whether in printed or computer data form. Customer agrees to abide by all copyright laws regarding the use and possession of the Applications and all other related software applications associated with the Interfaces.
- vii. Customer hereby represents, acknowledges and agrees that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to Custodian and that there may be more secure methods of transmitting Instructions to Custodian than the method(s) selected by Customer hereunder. Customer hereby agrees that the security procedures (if any) to be followed in connection with the Customer's transmission of Instructions via the Interfaces provide to Customer a commercially reasonable degree of protection in light of Customer's particular needs and circumstances.

- viii. In the event the Interfaces are provided by or through one or more third parties (e.g., through the Internet access provider, a third party carrier, etc.), Customer acknowledges and agrees that Custodian shall have no responsibility or liability whatsoever for any actions or inactions of such third parties, including, but not limited to, inability to access the Workstations, interruption in access to the Workstations, or error or inaccuracies in data received by Customer. Not limiting the generality of the foregoing, Custodian's only obligation will be to make available the Workstations via the Interfaces in accordance with Custodian's usual and customary standards in effect from time to time.

10. FTD SYSTEM. The terms and conditions of this Section 10 shall apply (to the extent they are applicable based upon Customer's election) to Customers electing to subscribe to the FTD System.

- A. FTD Services shall be provided via the FTD Interface in accordance with the terms, conditions and procedures contained in this Agreement and in the Manuals. The Manuals are incorporated herein by reference.
- B. Customer will seek to resolve errors that may result from its use of the FTD System, including errors as to its customers and will provide, promptly upon request, any information not otherwise restricted which is requested in connection with such errors.
- C. Custodian and Customer shall maintain knowledgeable personnel and procedures to resolve disputes between and among any of the parties connected with the FTD System, the FTD Application, the FTD Interface and the FTD Services that are the subject of this Agreement. Such disputes would be those relating to the proper and timely posting and crediting of Transactions or Instructions, including but not limited to, disputes arising out of the failure of any of the parties in connection with Customer's use of the FTD Interface, the FTD System, the FTD Services, or Customer's violation of the provisions contained in the Manuals, or any applicable law or regulation. Customer shall be solely responsible for compliance with all applicable federal, state and local statutes, rules and regulations relating to error resolution, if any.

11. CORPORATE ACTIONS DIRECT SYSTEM. The terms and conditions of this Section 11 shall apply (to the extent they are applicable based upon Customer's election) to Customers electing to subscribe to the CAD System.

- A. CAD Services shall be provided via the CAD Interface in accordance with the terms, conditions and procedures contained in this Agreement and in the applicable portion of the Manuals. The Manuals are incorporated herein by reference.
- B. Customer shall review all Corporate Action Information made available to Customer by Custodian via the CAD System. Customer may elect not to provide Voluntary Election Information in response to a Voluntary Corporate Action. Custodian has no duty to ensure that Customer provides a response or Voluntary Election Information in response to a Voluntary Corporate Action.
- C. Customer will seek to resolve errors which may result from its use of the CAD System, including errors as to its customers and will provide, promptly upon request, any information not otherwise restricted which is requested in connection with such errors.
- D. Custodian and Customer shall maintain knowledgeable personnel and procedures to resolve disputes between and among any of the parties connected with the CAD System, the CAD Application, the CAD Interface and the CAD Services. Such disputes would be those relating to the proper and timely receipt and delivery of Corporate Action Information or Voluntary Election Instructions, including but not limited to, disputes arising out of the failure of any of the parties in connection with Customer's use of the CAD Interface, the CAD System, the CAD Services, or Customer's violation of the provisions contained in the Manuals, or any applicable law or regulation. Customer shall be solely responsible for compliance with all applicable federal, state and local statutes, rules and regulations relating to error resolution, if any.
- E. Customer understands and acknowledges that, with respect to any Corporate Action that is also a Class Action, Custodian is only responsible for reporting to Customer and notifying Customer based upon Custodian's actual knowledge, which actual knowledge extends, for purposes of this Agreement, only to information obtained by Custodian from Customer regarding securities holdings of Customer during the term of the then-current Agreement between Customer and Custodian. Securities held by Customer that are either not in the Account or that were held prior to the time that Custodian began to provide the Services are deemed to be outside of the actual knowledge of Custodian and Customer is solely responsible for obtaining information related to Class Actions that include as participants in the class thereof holdings outside of the knowledge of Custodian.

12. LIABILITY. Custodian shall not be liable for any loss, damage, cost, expense (including attorneys' fees and disbursements), liability or claim of any third party arising from Customer's gross negligence or willful misconduct. If Customer requests Custodian to take any action with respect to Property that may, in the opinion of Custodian, result in Custodian or its nominee becoming liable for the payment of money or incurring liability of some other form, Custodian shall not be required to take such action until Customer shall have provided indemnity therefore to Custodian in an amount and form satisfactory to Custodian.

13. LIMITATION OF WARRANTIES. OTHER THAN THE EXPRESS WARRANTIES (IF ANY) MADE IN THIS AGREEMENT, CUSTODIAN DISCLAIMS ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE CAD AND SECURITIES WORKSTATION SYSTEMS, AND ALL PRODUCTS AND SERVICES PROVIDED HEREUNDER. Without limiting the foregoing, Custodian shall not be liable for lost profits, lost business or any incidental, consequential or punitive damages (whether or not arising out of circumstances known or foreseeable by Custodian) suffered by Customer, its customers or any third party in connection with any of the products or services made available hereunder. Custodian's liability under this Agreement shall in no event exceed an amount equal to the lesser of (i) actual monetary damages incurred by Customer or (ii) an amount not to exceed one-half of the net fees paid to Custodian within the prior three calendar months immediately preceding the date on which Custodian received a written notice from Customer regarding such damages. In no event shall Custodian be liable for any matter beyond its reasonable control, or for damages or losses wholly or partially caused by the Customer, or its employees or agents, or for any damages or losses which could have been avoided or limited by Customer giving prompt written notice to Custodian. Customer shall bring no cause of action, regardless of form, more than one year after the cause of action arose.

14. LIQUID FUNDS. Custodian shall not be liable for, or considered to be the custodian of, any cash belonging to Customer or any money represented by a check, draft or other instrument for the payment of money, until Custodian or its agents actually receive such cash or collect on such instrument. So long as and to the extent that it is in the exercise of reasonable care, Custodian shall not be responsible for the title, validity or genuineness of any property or evidence of title thereto received or delivered by it pursuant to this Agreement. Custodian shall not be required to enforce collection, by legal means or otherwise, of any money or property due and payable with respect to any Property held in the Account if such Property is in default or payment is not made after due demand or presentation.

15. CONFIDENTIAL RECORDS. Custodian shall treat all records and information relating to Customer and the Account as confidential, except that it may disclose such information after prior approval of Customer, such approval not to be unreasonably withheld. Custodian will be authorized to disclose any information regarding Customer, the Property, and the Account that is required to be disclosed by any law, governmental regulation or court order in effect without having received Customer's prior approval.

16. CONFIDENTIALITY. Customer acknowledges that the Information is of a confidential nature, and is a valuable and unique asset of Custodian's business. During the term of this Agreement and following the expiration or termination thereof, Customer shall not make or permit disclosure of any Information to any person or entity (other than to those employees and agents of Customer who participate directly in the performance of this Agreement and need access to Information). Upon termination of this Agreement, Customer shall deliver to Custodian all manuals, memoranda and other papers and all copies thereof, relating in any way to the Information, including the CAD and FTD Systems, the Applications, the Interfaces or to the Custodian. Customer acknowledges that it does not have nor can Customer acquire any right in or claim to the Information. Customer shall take all necessary steps, including having its employees and agents execute and deliver to Custodian such documents as Custodian deems reasonably necessary, to cause them to comply with the terms of this Section 16. Customer acknowledges that the injury which would be sustained by Custodian as a result of the violation of this provision cannot be compensated solely by money damages, and therefore agrees that Custodian shall be entitled to injunctive relief and any other remedies as may be available at law or in equity in the event Customer or its employees or agents violate the provisions contained in this Section 16. The restrictions contained in this Section 16 shall not apply to any information that becomes a matter of public knowledge, other than through a violation of this Agreement or other agreements to which Custodian is a party.

17. STATEMENTS. Customer agrees to review statements and reports, including those provided via the Workstations, if applicable, promptly on receipt. Inquiries regarding any valuations or other reports must be submitted to Custodian within thirty days of the receipt of the Custodian's statement or report, and on expiration of this period, statements and reports shall be deemed correct and accepted by Customer. Express or tacit approval of such statement or report implies acceptance of the various entries listed therein and approval of any reservations made by Custodian. Thereafter, Customer assumes the responsibility to correct any and all errors.

18. FEES. Customer shall pay to Custodian when due all fees and expenses arising in connection with the Services and the Account in accordance with the Fee Schedule (as may be amended from time to time) and billed or charged according to Customer's customer profile schedule maintained at Custodian's place of business. Customer shall receive no less than thirty days prior notice of any changes in the Fee Schedule. If Customer fails to pay Custodian for any fees and expenses owed within thirty days after invoice, Custodian may charge such fees and expenses to any deposit account of Customer or in the name of Customer. Custodian may also assess usual and customary late payment fees for payments past due more than thirty days after invoice.

19. NO WAIVER. The failure of Custodian to insist on strict compliance, or to exercise any right or remedy under this Agreement, shall not constitute a waiver of any rights contained herein or estop Custodian from thereafter demanding full and complete compliance or prevent Custodian from exercising such remedy in the future.

20. FORCE MAJUERE. Custodian shall not be liable for any failure or delay in performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; sabotage; strikes; epidemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes, acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation; provided, however, that the Custodian in the event of a failure or delay shall endeavor to ameliorate the effects of any such failure or delay.

21. INDEPENDENT CONTRACTOR. This Agreement is not a contract of employment and nothing contained in this Agreement shall be construed to create the relationship of joint venture, partnership, or employment between the parties. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and their permitted transferees and assignees.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and representations regarding the subject matter of this Agreement. No amendment to this Agreement shall be valid, unless made in writing and signed by both parties; provided, however, Custodian may amend or otherwise modify this Agreement, and any addenda, amendments, exhibits or schedules thereto, provided such modification does not create any new obligation on the part of Customer and does not materially diminish any service being provided by Custodian hereunder. Custodian shall give Customer notice of such changes by ordinary mail. This Agreement is for the benefit of, and may be enforced only by, Custodian and Customer and their respective successors and permitted transferees and assignees, and is not for the benefit, of and may not be enforced by, any third party.

23. VALIDITY AND BINDING EFFECT. Customer hereby warrants and represents to Custodian: that Customer has full power and authority to enter into this Agreement; that the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or partnership or other appropriate authorizing actions; that the execution, delivery and performance of this Agreement will not contravene any provision or constitute a default under any other agreement, license or contract, written or oral, to which Customer is bound; and that this Agreement is valid and enforceable against Customer in accordance with its terms and conditions.

24. NO ASSIGNMENT. Customer agrees not to sell, assign, sublet, pledge, hypothecate, suffer a lien upon or against, or otherwise encumber any interest in this Agreement, the CAD or FTD Systems or the Applications which may be licensed hereunder, in whole or in part. Should Custodian assign this Agreement or should the fees due hereunder be assigned, no breach or default of this Agreement by Custodian to its assignee shall excuse performance by Customer of any provision hereof.

25. SEVERABILITY. If any term or provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision shall not be affected thereby.

26. NO IMPLICIT DUTY. Custodian shall have no duties or obligations whatsoever except such duties and obligations as are specifically set forth in this Agreement, and no covenant or obligation shall be implied in this Agreement against Custodian.

27. COUNTERPARTS. This Agreement may be executed in one or more counterparts, and by the parties hereto on separate counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument.

28. GOVERNING LAW. This Agreement will be governed by and construed according to the laws of the State of Ohio. The parties hereby consent to service of process, personal jurisdiction, and venue in the state and federal courts located in Cincinnati, Hamilton County, Ohio, and select such courts as the exclusive forum with respect to any action or proceeding brought to enforce any liability or obligation under this Agreement.

29. TERMINATION. Customer or Custodian may terminate this Agreement upon 90 days prior written notice to the other party by registered, certified or express mail. Custodian will charge fees up to and including the last day of the billing period in which the effective date of termination occurs. Notice of termination shall be effective on the date of receipt thereof. If Customer fails to designate a successor custodian on or before the effective date of termination, then Custodian shall have the right to deliver all of the Property then held in the Account to Customer. Thereafter, Customer (or the designated replacement custodian) shall be custodian of the Property and Custodian shall be relieved of all obligations under this Agreement.

Signatures follow; the remainder of this page intentionally left blank

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

Customer:

Signature

Date (Month/Day/Year)

Title:

Customer's Address

Fax ()

BY INITIALING IN THE APPLICABLE BOX(ES) BELOW, CUSTOMER ELECTS TO SUBSCRIBE TO THE FOLLOWING SERVICES IN ADDITION TO THE STANDARD CUSTODY SERVICES:

CAD

Fifth Third Direct

Fifth Third Bank:

Signature

Date (Month/Day/Year)

Title

Custodian's Address

Fifth Third Bank

(Street Address)

(Mail Location)

(City),

(State)

(ZIP)

Fifth Third Bank Schedule of Custody Services

Schedule 1

Custodian shall perform the custody services set forth below (the "Custody Services") in connection with the maintenance of a custodial account in the name of and on behalf of Customer, in accordance with the terms and conditions of the Agreement. The Custody Services made available by Custodian are subject to change from time to time without notice; provided, however, Custodian shall endeavor to notify Customer of any changes to the below Custody Services that will affect Customer at least thirty days prior to the effective date of such changes. Capitalized terms used below have the meanings set forth in the Agreement.

A. SAFEKEEPING. Custodian will maintain in its vault or at a Depository, or sub-Custodian identified on its books as the property of the custodial account(s) of Custodian, all Property that it now or hereafter receives for the Account(s) of Customer.

B. TRADING. Custodian will, upon Proper Instructions, sell, assign, transfer, deliver, purchase or acquire securities or other property for the Account.

C. DEPOSITS OR WITHDRAWALS. Custodian will, upon Proper Instructions: (a) deliver or receive securities or other properties; and (b) transfer or make payments from the Account of such cash or securities to such person(s) specified by Customer. Unless Customer directs otherwise, excess cash will be invested in the Custodian's investment/sweep alternatives.

D. INCOME. Custodian will collect and receive all cash or property related to, associated with or earned by, the Property as interest, dividends, proceeds from transfer, and other payments for the Account of Customer. Custodian will convert cash distributions denominated in foreign currency into United States dollars at Custodian's then applicable rate for the account of Customer. In effecting such conversion, Custodian may use such methods or agencies as it deems necessary and appropriate at the current prevailing rates.

E. CAPITAL CHANGES. Custodian will notify Customer of capital changes, limited to those securities registered in a nominee's name and to those securities held at a Depository or sub-custodian acting as agent for Custodian. Custodian will be responsible only if the notice of such capital change is published by Xcitek, DTC, or received by registered mail from the agent. For market announcements not yet received and distributed by Custodian's services, Customer will provide Custodian with appropriate instructions. Custodian will, upon receipt of Customer's response within the required deadline, affect such action for receipt or payment for the Account of Customer. For those responses received after the deadline, Custodian will affect such action for receipt or payment, subject to the limitations of the agent(s) affecting such actions.

F. PUTS. Custodian will promptly notify Customer of put options only if the notice is received by registered mail from the agent. Customer will provide Custodian with all relevant information contained in the prospectus for any security that has unique put option provisions and provide Custodian with specific tender instructions at least ten business days prior to the beginning date of the tender period.

G. SHAREHOLDER COMMUNICATIONS. Custodian will, as set forth in the Customer Profile Schedule, either receive, execute or cause to be transmitted all shareholder communications. With regard to any temporary cash investment offered by Custodian, Custodian shall respond on behalf of the Customer.

H. RECORD RETENTION. Custodian will, at all times, maintain books and records relating to the Account in accordance with its normal and customary procedures and will reasonably make available for inspection such records to duly authorized officers, employees, or agents of Customer or by legally authorized regulatory officials who are then in the process of reviewing the Customer's financial affairs upon adequate proof to Custodian of such official status.

I. REPORTS. Custodian will provide such reports as set forth in the Customer Profile Schedule and notify the Customer of each transaction confirmation via a monthly statement of transactions and holdings.

J. COMMUNICATIONS. Custodian shall be authorized to rely upon the accuracy and genuineness of all data received through electronic means and initiated by any person authorized by Customer. In its employment of such devices, Customer will safeguard and maintain the confidentiality of all passwords or numbers and will disclose them only to those employees who are to have access to the Account. Custodian may electronically record any instructions or other telephone discussions. Custodian may electronically record any instructions given by telephone, and any other telephone discussions with respect to the Account or transactions pursuant to the Agreement.

K. OVERDRAFTS. At the discretion of Custodian in cases concerning overdrafts, the Account may be charged interest at a rate determined by Custodian in its discretion.

Fee Schedule
Schedule 2

Exhibit A

Minimum Specifications for Fifth Third Direct

The following is a list of minimum hardware and software components required for use of the FTD Application:

- Our recommended browser is Microsoft Internet Explorer version 6.0, 7.0, or 8.0. The use of Firefox, Safari, Chrome, Open Source or BETA versions may have unpredictable results.
- Internet Connection

**CONTRACT EXTENSION SPECIAL AMENDMENT TO
THE BANK CARD MERCHANT AGREEMENT**

This is a Contract Extension Special Amendment (the "Extension Amendment") to the Bank Card Merchant Agreement among Vantiv, LLC, a Delaware limited liability company ("Processor") and Fifth Third Bank (collectively "Bank"), and Collier County (hereinafter "Merchant") and corresponding Schedules, Addenda, Exhibits and Amendments thereto (collectively, the "Agreement"). All other terms and conditions of the Agreement shall remain in full force and effect unless explicitly stated herein. All defined terms shall have the meanings set forth in the Agreement unless otherwise specified herein.

1. This Amendment shall be effective and binding upon Bank on the first calendar day of the first calendar month following execution of this Extension Amendment by the Merchant (the "Amendment Effective Date").
2. The term of the Agreement shall be renewed and extended from the Amendment Effective Date for a period of 60 months (the "Renewal Period"). Thereafter, the Agreement shall automatically renew for additional terms equal to the Renewal Period unless (i) either party provides the other party at least ninety (90) days advance written notice of its intention not to renew; or (ii) as otherwise provided for in the Agreement.
3. Merchant acknowledges it is receiving or desires to receive the following Services and/or Additional Services as indicated below. Pricing shall initially be as set forth below for each Service including but not limited to Transaction Pricing and (B) Gift Card Pricing. Merchant is responsible for and agrees to pay all fees and charges assessed by bank for or associated with any services provided to Merchant including but not limited to services not initially provided to Merchant or Additional Services or Optional Services as defined in the Contract Extension Terms and Conditions or equipment and supplies. Section 5 of the Contract Extension Terms and Conditions contains additional pricing information and terms.

A. TRANSACTION PRICING*

Bundled/Bundled Plus				
Transaction Pricing	Processing Product	Bundled Transaction Fee		Bundled Plus Transaction Fee
	<input type="checkbox"/> Visa®	% per transaction		% per transaction + \$ transaction
	<input type="checkbox"/> MasterCard®	% per transaction		% per transaction + \$ transaction
	<input type="checkbox"/> Discover® Network	% per transaction		% per transaction + \$ transaction
<input type="checkbox"/> Pin-Based Debit (Bundled)		\$ /transaction		
For Bundled Plus, Network Fees (excluding the Network Acquirer Fee) are included in the Transaction Fee Communication Fee is included in Bundled Plus Transaction Fee so long as Merchant uses Bank's standard dial or SSL processing methodology; otherwise, Bank's standard fees and charges apply. See Additional Services Pricing Schedule for further details. Refer to Section 5 "Fees and Other Services" of the Terms and Conditions for additional pricing disclosures.				
Unbundled/Unbundled All In Transaction Fee^A				
Processing Product	Unbundled			Unbundled All In Transaction Pricing**
<input type="checkbox"/> Visa®	\$ /transaction		O R	\$ /transaction*
<input type="checkbox"/> MasterCard®	\$ /transaction			\$ /transaction*
<input type="checkbox"/> Discover ® Network	\$ /transaction			\$ /transaction*
Unbundled All In Basis Point/Plus Transaction Pricing^A				
Processing Product	Unbundled All In Basis Point Pricing**			Unbundled All In Basis Point Pricing plus Transaction Fee**
<input checked="" type="checkbox"/> Visa®	0.08 % of the gross sales amount of each transaction*		O R	% of the gross sales amount of each transaction* + \$ /transaction
<input checked="" type="checkbox"/> MasterCard®	0.08 % of the gross sales amount of each transaction*			% of the gross sales amount of each transaction* + \$ /transaction
<input checked="" type="checkbox"/> Discover ® Network	0.08 % of the gross sales amount of each transaction*			% of the gross sales amount of each transaction* + \$ /transaction

Additional Pricing Information	<ul style="list-style-type: none"> - VISA® and MasterCard® processing services are subject to a minimum fee of \$15.00 per month per card type per MID. - For all Visa and MasterCard transactions, a Network Acquirer Fee of 0.10% (subject to a \$10.00 minimum/month) shall be assessed. - Provided transactions qualify at the lowest base interchange qualification level. Refer to Section 5.B of the Agreement for additional details. - American Express® transactions shall be assessed a surcharge fee of \$.03 per transaction. Surcharge does not apply to All-In Pricing Methodology or Bundled/Plus pricing methodology. - End-to-End Encryption Terminal Support fee applies to any terminal with end-to-end encryption support. - End-to-End Encryption Vendor Setup Support Fee is a one-time cost per terminal for implementation and setup of a Hypercom terminal supporting end-to-end encryption. This fee does not apply to equipment replacements, application updates, redeployment of the terminal to a new location, or related event that does not result in a net increase in the number of Hypercom terminals supporting end-to-end encryption. <p>Merchant is responsible for and agrees to pay all fees and charges assessed by Bank for or associated with any services provided to Merchant including but not limited to services not initially provided to Merchant, and Additional Services and Optional Services as defined in the Terms and Conditions.</p>
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• See Additional Services Pricing for pricing of Additional Services and Optional Services

B. Gift Card (INITIAL ORDER ONLY, AS QUOTED THEREAFTER)

Gift Card Services	Processing Product	Transaction Fee	Monthly Fee	
	<input type="checkbox"/> Gift Card	\$ /transaction	Gift Card Program Fee	\$35.00/location/month
<input type="checkbox"/> Gift Card	\$ /transaction	Gift Card Program Fee	\$ /location/month	
<ul style="list-style-type: none"> • Participation in the Gift Card Program requires selection of one of the above program fee options. To participate, select one and only one pricing method above and list a transaction fee and a monthly fee. Otherwise, Bank's standard fees will apply. 				
Initial Gift Card Order Only (Cards must be ordered in blocks of 250 for Template/500 for Custom). Thereafter, Gift Cards will be charged at Bank's standard fees & pricing unless otherwise quoted.				
	Template or Custom	Quantity	Payment Code	Unit Price (per card)
			S	
			S	

4. The terms and conditions of the Agreement shall be superseded and replaced by the terms and conditions contained in the Contract Extension Terms and Conditions.
5. In the event Merchant has an Affiliate, Current Affiliate and/or Future Affiliate provisions in the Agreement, such obligations shall continue and shall apply to any and all replacement terms and conditions set forth in the Contract Extension Terms and Conditions.

The parties agree electronic signatures will have the same legal effect as an original (i.e. ink) signature and that an electronic, scanned, facsimile, or duplicate copy of such signatures may be used as evidence of execution. This Extension Amendment may be executed in counterparts and a scanned, facsimile, or duplicate copy of this Extension Amendment executed by the parties shall be treated as and/or constitute an original.

Except as otherwise provided in this Amendment, the terms and pricing of the Agreement are hereby ratified and affirmed and shall remain in full force and affect as contained in the Agreement or as quoted by Bank to Merchant. This Amendment shall be binding upon Merchant upon Merchant's execution.

As a signer, I have read and understand the pricing on this Contract Extension Special Amendment. Merchant acknowledges receipt of the Contract Extension Terms and Conditions, as may be amended from time to time in accordance therewith, and agrees to be bound by them. Merchant acknowledges the Contract Extension Terms and Conditions are a fundamental part of the parties' Agreement without which Vantiv, LLC would not provide services to Merchant. Merchant may request a copy of the Contract Extension Terms and Conditions at any time by contacting a Customer Service Representative at (877) 744-5300 or a Relationship Manager.

MERCHANT: Collier County

Signature _____

Printed Name _____

Title _____

Date _____

Vantiv Contract Mgt. Use Only	
Date:	
Initial:	

Contract Extension Special Amendment Terms and Conditions

10.2013

These Contract Extension Special Amendment Terms and Conditions are an integral part of the Bank Card Merchant Agreement among Vantiv, LLC, a Delaware limited liability company, located at 8500 Governor's Hill Drive, Maildrop 1GH1Y1, Symmes Township, OH 45249-1384 (hereinafter "Processor"), Member Bank, and the legal entity or sole proprietorship identified on Page 1 of the Bank Card Merchant Agreement/Application (hereinafter "Merchant") having its principal office at the address specified on Page 1 of the Bank Card Merchant Agreement/Application (hereinafter "Merchant Address"). The Processor and Member Bank are collectively referred to as "Bank," and may jointly or individually assert or exercise any rights or remedies provided to Bank hereunder. Processor and Member Bank reserve the right to allocate Bank's duties and obligations amongst themselves, as they deem appropriate in their sole discretion. "Member Bank" shall mean a member of VISA, MasterCard and/or Other Networks, as applicable, that provides sponsorship services in connection with this Agreement. As of the commencement of this Agreement, Member Bank shall be Fifth Third Bank, an Ohio Banking Corporation, located at 38 Fountain Square Plaza, Cincinnati, OH 45263. The Member Bank may delegate certain or all of its duties to an affiliate of the Member Bank at any time, without notice to Merchant. The Member Bank may be changed, and its rights and obligations assigned to another party by Bank at any time without notice to Merchant.

The Bank Card Merchant Agreement, together with any and all addenda, schedules, exhibits and other documents that are made a part of the Bank Card Merchant Agreement by attachment, incorporation by reference or otherwise, (including without limitation, the Bank Rules and the Operating Regulations) are collectively referred to in these Terms and Conditions as "the Agreement" or "this Agreement." As an integral part of the Agreement, Bank and Merchant hereby agree as follows:

A. Bank participates in programs affiliated with MasterCard International Inc. ("MasterCard"), VISA U.S.A. Inc. ("VISA"), Discover ("Discover"), and American Express Travel Related Services Company, Inc. ("American Express") and certain similar entities (collectively, "Associations") including but not limited to those appearing on the pricing section of this Agreement and any network providing PIN-based debit card transaction services (collectively, "Other Networks") that enable holders of MasterCard, VISA, Discover, American Express and Other Networks cards (collectively "Cards") to purchase goods and services from selected merchants via use of their Cards. American Express Card means a valid payment card in the form issued by American Express. Notwithstanding the foregoing, if Merchant is not placed in the American Express OnePoint program or if at any time American Express declines Merchant for participation in the American Express OnePoint program, Bank will not process or settle Merchant's American Express cards, Processor and Member Bank will have no liability to Merchant for the processing and/or settlement of American Express cards, and American Express cards will not be included in the definition of Cards.

B. Merchant wishes to participate in the MasterCard, VISA, Discover, American Express and the Other Networks systems by entering into contracts with any person authorized to use the Cards or the accounts established in connection with the Cards (collectively "Cardholders" or individually "Cardholder") for the sale of goods and services through the use of Cards.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises hereinafter set forth, the parties agree as follows:

1. Rules and Regulations. Merchant acknowledges receipt and review of the Bank Card Merchant Rules and Regulations ("Bank Rules") that are incorporated into this Agreement by reference. Merchant agrees to fully comply with all of the terms and conditions in the then-current Bank Rules as changed or updated by Bank from time to time at its sole discretion. Merchant agrees to participate in VISA, MasterCard, Discover, American Express and Other Networks in compliance with, and subject to, the by-laws, operating regulations and/or all other rules, policies and procedures of such organizations (collectively "Operating Regulations"). Merchant agrees to participate in the Associations in compliance with, and subject to, the Operating Regulations. Without limiting the foregoing, Merchant agrees that it will fully comply with any and all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), VISA, MasterCard, Discover, and/or Other Networks, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations. The Operating Regulations may prohibit Bank from providing Merchant with a copy of the Operating Regulations and such prohibition shall not alter or limit Merchant's obligation to comply with the Operating Regulations. Merchant may review the Visa® MasterCard® and American Express websites for a copy of the Visa®, MasterCard® and American Express Operating Regulations. The websites are: <http://usa.visa.com/merchants/> and <http://www.mastercard.com/us/merchant/> and <http://www.americanexpress.com/merchantpolicy>. Merchant expressly acknowledges and agrees that it is assuming the risk of compliance with all provisions of the Operating Regulations, regardless of whether Merchant has possession or knowledge of those provisions. Merchant shall take all steps necessary to review and obtain all publicly available information that relates to or references the Operating Regulations including, without limitation, all information available on the Networks' internet sites, and to educate

itself and its employees on all provisions thereof. In the event of a conflict between the Bank Rules and this Agreement, the Bank Rules shall prevail. For purposes of this Agreement, "Service" or "Services" shall mean any and all services described herein, and provided by Bank pursuant to this Agreement. Other defined terms and Services applicable to this Agreement may be contained in addenda, exhibits, schedules, or amendments (collectively, "General Addenda") to this Agreement, including but not limited to the Additional Services Pricing, as may be modified from time to time by Bank. The parties agree that such General Addenda shall be incorporated into and made part of this Agreement.

2. Acceptance of Cards.

A. If appropriately indicated herein, Merchant shall be a Limited Acceptance Merchant, which means that Merchant has elected to accept only certain Visa and MasterCard card types as indicated on the Application, or via later notification. Bank has no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Bank's obligations do not include policing card types at the point of sale. Merchant will be solely responsible for the implementation of its decision for Limited Acceptance including but not limited to policing the card type(s) of transactions at the point of sale submitted for processing by Bank. Should Merchant submit a transaction for processing for a card type it has indicated it does not wish to accept, Bank may process that transaction and Merchant will pay the applicable fees, charges, and assessments associated with that transaction. For Merchant's convenience, a general description of Visa and MasterCard card types are: (i) Consumer Credit - a consumer credit card issued by a U.S. Issuer or a commercial credit card issued by a non-U.S. Issuer; this category does not include Visa or MasterCard branded signature-based debit cards; (ii) Consumer Debit - a Visa or MasterCard branded signature-based debit card (including certain stored-value and prepaid cards); and (iii) Commercial - a Visa or MasterCard branded credit card issued by a U.S. Issuer that bears the descriptive term "Business Card", "Corporate Card", "Purchasing Card", "Fleet Card", or similar descriptive term indicated pursuant to the Operating Regulations.

B. In the event Bank for whatever reason is unable to obtain, or due to system delays chooses not to wait to obtain, authorization from VISA, MasterCard, Discover, American Express or Other Network, Bank may at its option "stand-in" for such entities and authorize the sales transaction based on criteria established by Bank, and Merchant remains responsible for such sales transaction in accordance with this Agreement. Merchant shall note each authorization obtained in the appropriate place on the sales record.

3. Bank's Responsibilities.

A. Bank will initiate payment to Merchant of the amount of each sales transaction acquired and accepted hereunder after Bank receives payment for such transaction. Notwithstanding anything herein to the contrary, any such payment shall be subject to the terms and conditions of this Agreement, the Bank Rules, the Operating Regulations, and the Laws. Unless otherwise agreed to in writing by Bank, Merchant shall electronically deliver to Bank, in a format acceptable to Bank, all sales records and credit records within two (2) business days after the transaction date for such record (or such shorter period as required by VISA, MasterCard, Discover or Other Networks), except (i) in the case of a delayed merchandise delivery, when the sales transaction record shall be delivered within two (2) business days of the merchandise delivery or (ii) as specified otherwise in the Bank Rules. Merchant agrees that it shall deliver sales records to Bank at least once every business day. The preparation and delivery to Bank by Merchant of sales records constitutes an endorsement by Merchant to Bank of each sales transaction evidenced thereby, and Merchant authorizes Bank or its representative to place Merchant's endorsement on any such sales transaction at any time. Bank may refuse to acquire any sales transaction or claim the amount of which, in whole or in part, it could charge back to the Merchant pursuant to this Agreement, if it had acquired the sales transaction or claim. Merchant waives notice of dispute related to any individual sales transaction. Merchant hereby consents to extensions of time granted, or compromises made, with any Cardholder liable on any sales transaction without affecting Merchant's liability for the same hereunder. Merchant agrees that Bank may set off any amounts due to Bank from amounts due to Merchant, including but not limited to demand deposit accounts and any other amounts due to Merchant from Bank and/or any of its affiliate(s).

B. The Services shall be provided in accordance with Bank's then current systems, standards, and procedures and Bank shall not be required to perform any special programming, to provide any special hardware or software, or to implement any other system, program, or procedure for Merchant.

C. Bank may honor the request(s) or instruction(s) of any qualified representative, as determined by Bank, of Merchant or its Agent at any time during the term of this Agreement, and Bank may act in reliance upon such request(s) or instruction(s) in connection with Bank's provision of the Services hereunder. Further, in the event Bank receives returned mail intended for Merchant, Bank may follow its standard operating procedures with respect to procuring a replacement address, which will then be deemed the official address for Notices.

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4. Certain Merchant Responsibilities.

A. Merchant agrees to reacquire and pay Bank the amount of any sales transaction, and Bank shall have the right at any time to charge Merchant's Account therefore, without notice, in any appropriate situation, including but not limited to those relating to such sales transaction where: (i) merchandise is returned, whether or not a credit voucher is delivered to Bank; or (ii) any sales transaction without a valid authorization response; or (iii) the sales transaction is alleged to have been drawn, accepted, or endorsed improperly or without Cardholder's authority; or (iv) the sales transaction record is illegible; or (v) the Cardholder disputes the sale, quality, or delivery of merchandise or the performance or quality of services covered by the sales transaction; or (vi) the sales transaction was drawn by, or depository credit given to, Merchant in circumstances constituting a breach of any term, condition, representation, warranty, or duty of Merchant hereunder; or (vii) the extension of credit for merchandise sold or services or sales transactions performed was in violation of law or the rules or regulations of any governmental agency, federal, state, local, or otherwise; or (viii) Bank has not received payment for any sales transaction, notwithstanding Bank's prior payment to Merchant for such sales transaction; or (ix) there is an alleged failure of Merchant to comply with the Operating Regulations, the Bank Rules, or the Laws; or (x) any other Visa, MasterCard, Discover, or Other Network action including but not limited to chargebacks, compliance cases, or otherwise; (xi) as the result of any claims, damages, or losses incurred by Bank as a result of claims asserted by Card issuers. It is Merchant's obligation to monitor any and all chargeback-related notices and reports provided by Bank, including but not limited to reports or notices provided via Bank's online reporting tool and/or to Merchant's Designated Account. Merchant's failure to respond to a chargeback within the applicable deadline may forfeit Merchant's chargeback rights. Any operational and/or other Services performed on behalf of Merchant, including but not limited to, production of facsimile drafts in response to copy requests, responses to compliance cases, augmentation of Merchant data for interchange, transaction stand-in, digital draft storage and retrieval, etc. shall in no way affect Merchant's obligations and liability in this Agreement including those in the foregoing sentence. Merchant is solely responsible for the defense of any allegation of non-compliance with the Operating Regulations made by Visa, MasterCard, any Card issuer, or any Other Network and Bank shall have no duty to Merchant in accordance therewith.

B. Merchant acknowledges and agrees that all information provided in the Agreement is true and correct and that the name and tax identification number (TIN) on the Application matches the name and TIN used to file Merchant's tax returns. Merchant shall immediately provide Bank with any updates to the name or TIN used to file Merchant's tax returns. Merchant also acknowledges that Bank may be required to report certain information regarding Merchant, including, but not limited to, Merchant's TIN, entity name, DBA, processing volume, and principal's social security number to governmental agencies such as the Internal Revenue Service (IRS). Merchant agrees to fulfill any request from Bank for additional information which may be required or requested by any government agency. Notwithstanding the foregoing, Merchant understands that Bank may be required to withhold processing funds and forward such funds to the IRS as a result of incorrect information provided by Merchant or at the direction of a government agency. Merchant expressly agrees and releases Bank from any and all liability hereunder resulting from incorrect information being submitted to any government agency and/or the withholding of funds. Merchant is responsible for any fines or penalties which may be assessed to Merchant and/or Bank.

C. Merchant shall not sell, purchase, provide, or exchange Cardholder name, address, account number, or other information to any third party other than to Bank, VISA, MasterCard or Other Networks for the purpose of completing a sales transaction. Without limiting the foregoing, Merchant shall not provide any such information to its Agent.

D. Merchant must review all reports, notices, and invoices prepared by Bank or its agent and made available to Merchant, including but not limited to reports, notices, and invoices provided via Bank's online reporting tool. Bank reserves the right to send some or all of the reports and/or invoices via electronic transmission (e.g., via e-mail) which Bank may change from time to time without notice. Merchant's failure to reject any report, notice, or invoice in writing within ten (10) business days from the date the report, notice, or invoice is made available to Merchant shall constitute Merchant's acceptance of the same. If Merchant believes that 1) Bank has failed in any way to provide the Services, 2) any error exists in a report provided to Merchant, 3) any error exists in an amount billed or paid to Merchant, or 4) Merchant's transactions are not qualifying for the preferred interchange rate or Enhanced Surcharge Fee, Merchant agrees to provide Bank with written notice, specifically detailing any alleged failure, within thirty (30) days of the date on which the alleged failure or error first occurred; failure to so provide notice shall be deemed an acceptance by Merchant and a waiver of any and all rights to dispute such failure or error. Notwithstanding the foregoing, Merchant shall review all settlement reporting, all requests for Designated Account changes and Merchant shall have an affirmative obligation to confirm initiation of all settlement payments due to Merchant from Bank within three (3) business days respectively from the date of the applicable transactions or request for change of the Designated Account. Bank

shall bear no liability and have no obligations to correct any errors resulting from Merchant's failure to comply with the duties and obligations of the preceding sentence.

E. Merchant shall provide Bank with audited quarterly and annual financial statements for Merchant's business prepared according to generally accepted accounting principles consistently applied and such other financial information as Bank may request as soon as commercially practicable but in no event later than fifteen (15) business days following any request by Bank.

F. Merchant agrees to comply with all applicable state, federal, and local laws, rules, and regulations ("Laws") and to assist Bank in complying with all Laws and Operating Regulations applicable to this Agreement. In conformance therewith, **Merchant agrees that, under no circumstance, will Merchant store Cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.** Merchant will execute and deliver to Bank all instruments Bank deems necessary pursuant to Merchant's obligations hereunder. Merchant will be solely responsible for the quality, accuracy, and adequacy of all transactions and information supplied hereunder, and will establish and maintain adequate audit controls to monitor the quality and delivery of such data. Merchant warrants to Bank that it has implemented and will maintain secure systems for transmitting information to Bank. Merchant shall allow the auditors (third-party or internal) of Bank, VISA, MasterCard, Discover, or any Other Network to review the documents, files, records, procedures, systems, controls, equipment, and physical assets related to the transactions contemplated herein at any reasonable time and upon reasonable notice to Merchant. Merchant will assist such auditors as may be necessary for them to complete their audit.

G. Unless otherwise agreed in writing by Bank, all sales transaction, settlement and other data and information used in connection with the Services shall be provided to Bank in Bank's then current data formats and by means of Bank's then current telecommunications configurations and protocols. Merchant shall comply with all time deadlines, equipment and software maintenance and upgrading requirements reasonably imposed on Merchant by Bank from time to time.

H. Merchant may elect to use a third party as Merchant's agent ("Agent") to perform some of Merchant's obligations under this Agreement. Agents include, but are not limited to, Merchant's software providers and/or equipment providers. Merchant shall bear all risk and responsibility for conducting Merchant's own due diligence regarding the fitness of an Agent for a particular purpose and for determining the extent of an Agent's compliance with the Bank Rules, the Operating Regulations, and the Laws. Bank may approve or deny the use of an Agent in Bank's sole discretion and at any time. Merchant acknowledges and agrees that Merchant shall cause its Agent to complete any steps or certifications required by any Association (e.g., registrations, PABP, PCI, audits, etc.) If an Agent is designated a service provider under any applicable Operating Regulation, Merchant shall cause such Agent to cooperate with Bank in completing any due diligence and/or steps required for registration and/or certification. Merchant is solely responsible for any and all applicable fees, costs, expenses and liabilities associated with such steps, registrations, and certifications. Merchant expressly agrees that Bank shall in no event be liable to Merchant or any third party for any actions or inactions of any Agent used by Merchant (even if such Agent is introduced, recommended, or resold by Bank), and Merchant hereby expressly assumes all such liability.

I. The use of any software application that has connectivity to the Internet or any external network poses an increased risk, and Merchant assumes all liability for such increased risks. If Merchant utilizes software or hardware with a connection to the Internet or an external network and such hardware or software interacts in any capacity with the provision of services contemplated pursuant to this Agreement, Merchant is solely liable without limitation for any and all consequences of such interaction.

J. Merchant agrees to provide Bank with at least thirty (30) days prior written notice of Merchant's intent to change its business form or entity in any manner (e.g., a change from a sole proprietorship to a corporation), and/or of Merchant's intent to sell its stock or assets to another entity. In addition, should Merchant, at any time after the Effective Date, wish to change or add additional locations for the receipt of the services contemplated herein, Merchant shall do so according to Bank's then-current standards and procedures. Merchant's receipt of any services hereunder after such change or addition shall be deemed a warranty and representation as to the quality and accuracy of such change or addition and Merchant agrees that Merchant will be obligated for such change or addition thereafter pursuant to the terms and conditions of this Agreement.

K. Virtual Private Network ("VPN")/Secure Socket Layer ("SSL") Services. Bank's standard VPN and SSL services establish an Internet connection between Merchant and Bank for the processing of credit card, debit card, and other electronic payment transactions by Merchant. In the event that Merchant uses a VPN or SSL connection to Bank, Merchant acknowledges and agrees that the VPN or SSL communication interface relies on the internet, which is a public IP-based communications network that is subject to disruptions, slowdowns, and outages that cannot be predicted, controlled, or corrected by Bank, and that such occurrences

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could interfere with the processing of Merchant's transactions. Merchant acknowledges that Bank shall not provide monitoring, error detection, or related service level measures with respect to the VPN or SSL. Without limiting the generality of the foregoing, any service levels that may be set forth elsewhere in the Agreement shall not apply to the VPN or SSL connection or to transactions transmitted using such connection. Merchant acknowledges that certain communication equipment must be installed and supported in Merchant's data center(s) and other locations in order to support a VPN or SSL and that Merchant must use equipment that is compatible with the VPN or SSL communication equipment supported by Bank. Merchant shall be solely responsible for secure key exchange and key management (including a process for key revocation when Merchant personnel leave). Merchant shall further ensure that each terminal with a connection to the VPN or SSL shall at all times have a personal firewall installed and active. The VPN services and SSL services shall be provided in accordance with Bank's standards, which Bank may change from time to time in its sole discretion, and Merchant shall at all times comply with the standards established by Bank, Visa, MasterCard, or any Other Network with respect to the VPN and SSL.

L. **Optional Services.** From time to time and at Bank's sole discretion, Bank may offer and Merchant may decide to utilize certain products and services provided by a third party, including but not limited to POS services ("Optional Services"). In such circumstances, Merchant acknowledges and agrees that the use of an Optional Service is at Merchant's own risk and that Bank shall have no liability whatsoever related to or arising out of Merchant's election to use an Optional Service. Merchant acknowledges and agrees that all Optional Services are supplied and supported solely by the applicable third party provider (and not Bank) and that Bank's sole responsibility to Merchant in connection with an Optional Service will only be to communicate service or other issues to third party providers as documented by Merchant in writing to Bank. Without limiting the generality of the foregoing, Bank shall have no obligation to provide any specific type or level of service to Merchant with respect to the Optional POS Services, even if such Optional POS Services are referred or resold to Merchant by Bank. Merchant shall be solely responsible and liable for the performance of the obligations described above and for any fees, fines, damages, losses or expenses arising in connection with Merchant's possession and/or use of an Optional Service. Merchant shall bear all risk and responsibility for conducting Merchant's own due diligence regarding the fitness of an Optional Service for a particular purpose and for determining the extent of an Optional Service's compliance with the Bank Rules, the Operating Regulations, and the Laws. Bank's decision to offer an Optional Service shall in no way limit Merchant's duties and obligations contained in this paragraph. In conformance therewith, Merchant agrees to indemnify and hold Bank harmless for any damage, loss, claim, or liability arising in connection with Merchant's possession and/or use of any Optional Service. Merchant acknowledges that provision of any Optional Service to Merchant is subject to availability from the applicable third party provider, and Bank shall have no obligation to provide any Optional Service to Merchant. Merchant shall not acquire any property or any other right, claim or interest including any patent right or copyright interest in any third party providers' systems or in any of the equipment, software, processes, programs or data utilized by a third party provider in connection with such systems other than data and equipment supplied to Merchant for use in connection with such systems. Merchant's right to use a third party provider's systems and any equipment and software used in connection with an Optional Service shall not be assignable and Merchant's duties with respect to them shall not be delegable in any way without prior written consent of the applicable third party provider. Each third party provider shall have the right to require Merchant to enter into an agreement directly with the applicable third party provider prior to the delivery of any software, equipment, or any documentation to such Merchant associated with an Optional Service. The agreement may set forth terms and conditions regarding the use of the software, equipment, and/or documentation by such Merchant which a third-party provider deems necessary in order to fully protect the proprietary rights of such provider. Merchant shall observe complete confidentiality with regard to all provider-owned software and documentation, whether supplied by a third party provider directly or through Bank, and Merchant shall not disclose or otherwise permit use of or access to it by any person or entity other than an employee of the Merchant with a need to know.

M. In no way limiting the provisions of the immediately preceding section, Merchant agrees to pay Bank all fees and assessments of any nature as imposed by the Providers in connection Merchant's use of the Optional Services. Merchant acknowledges and agrees that until: (i) the applicable Provider(s) receive written notice from Merchant of the cancellation of all Optional Services and Merchant has returned all equipment and software to the applicable Provider(s); (ii) Bank receives written notice (including a copy to Vantiv Counsel) from Merchant wherein Merchant represents and warrants that Merchant has ceased receiving all Optional Services, has notified the applicable Provider(s) of the same and has returned all equipment and software to the Providers; and (iii) the Providers no longer assess Bank for Merchant's receipt of services or possession of equipment or software; Merchant shall continue to be responsible for and pay all amounts assessed by Bank to Merchant for the Optional Services. Until Bank has determined that Merchant has satisfied all of the express conditions set forth in the immediately preceding

sentence, Merchant agrees that it shall not, and Merchant hereby waives all rights to, contest, challenge or withhold payment for any fees assessed to Merchant by Bank for Optional Services.

N. **End-to-End Encryption.** Merchant may utilize end-to-end encryption products and services as provided wholly or partially by a third party with the support of Bank ("E2EE Service"). The E2EE Service is designed to: (i) encrypt (make unreadable) card data information at the origin of the payment transaction, which is a point-of-sale (POS) terminal that has licensed application software which supports the E2EE Service; and, (ii) decrypt card data information at the destination of the transaction, which are the Bank's processing systems. Card data information protected by the E2EE Service may include Track 1 or Track 2 data (Magnetic Stripe Data obtained through a magnetic card swipe read) or PAN Data (Manually Entered Personal Account Number ("card") data) as appropriate to the type of transaction processed on the terminal. The terminal application software supporting the E2EE Service is designed to generate encryption keys which are used in conjunction with the terminal application to encrypt card data during transmission of the transaction authorization request from the point of sale terminal. The E2EE Service applies only to transactions sent from the terminal to our authorization and settlement systems pursuant to the Agreement. The service supports transactions associated with credit (signature), debit (signature), debit (PIN), and specifically excludes Visa POS Check transactions, Gift Card transactions, and transactions originated from terminal application software installed in the terminal that is provided by a third party. Merchant bears all risk and responsibility for conducting Merchant's own due diligence regarding the fitness of E2EE Service for a particular purpose and for determining compliance with the Bank Rules, the Operating Regulations, and the Laws. Accordingly, Merchant's use of E2EE Service is at Merchant's own risk. Bank's sole responsibility to Merchant in connection with E2EE Service will be to communicate service or other issues to the applicable licensed encryption software provider as documented by Merchant in writing to Bank. Bank's decision to offer E2EE Service shall not limit Merchant's duties and obligations contained in this provision or the Agreement. Merchant acknowledges that provision of E2EE Service to Merchant is subject to the availability of the licensed encryption software from the applicable third party provider and Merchant's compliance with the terms of this paragraph and the Agreement. Merchant acknowledges that the receipt of E2EE Service may require the use or upgrading of certain terminals and/or equipment (which shall be at Merchant's sole expense) and may not be supported on all terminals/equipment. Bank does not warrant or guaranty that use of the E2EE Service, in itself, will: (i) result in Merchant's compliance with Bank Rules, Operating Regulations, and/or Laws; (ii) prevent any and all unauthorized breaches of your terminals, systems or facilities; or, (iii) be uninterrupted or error-free. Merchant agrees that it shall not acquire any interest in (ownership, intellectual property or otherwise) any of the third party provider software used to provide the E2EE Service. Merchant shall not, and shall have no right to, own, copy, distribute, sub-lease, sublicense, assign or otherwise transfer any portion of such third party provider software used to provide the E2EE Service or any materials provided by Bank or to modify, decompile, or reverse engineer any such software, materials, or the Services.

5. **Fees and Other Services.**

A. Merchant will pay Bank fees and charges for Services, forms, and/or equipment in accordance with the pricing detailed in this Agreement, any schedules, exhibits, or addenda incorporated or referenced herein, and Bank's then-current standards. Such fees and charges will be calculated and debited from the account(s) designated by Merchant (a "Designated Account"). Fees and charges will be assessed to Merchant by Bank on a daily, monthly and/or other periodic basis with such period initially and prospectively determined in Bank's sole discretion. Bank reserves the right to assess some or all of the fees and charges via a separate or combined Services Invoice(s) for Merchant's use of the services herein. Bank will charge Merchant for any and all fines, fees, penalties, loss allocations, assessments, registration expenses, certification expenses, and other amounts assessed by third parties (including but not limited to certain telecommunication expenses) incurred as a result of Merchant's actions, omissions, or use of the services contemplated herein or incurred by Bank on Merchant's behalf pursuant to the Operating Regulations, the Bank Rules, and the Laws. In the event any Card Association increases interchange, fees or assessments, Bank may increase Merchant's fees and charges to reflect such increases without notice to Merchant, and Merchant shall pay such increased fees and charges. Notwithstanding the foregoing, Bank reserves the right and may amend Merchant's fees and charges from time to time upon notice to Merchant.

B. Bank shall have the right to adjust the fees and charges payable by Merchant hereunder as necessary to offset any direct or indirect increase to Bank in the costs of providing its services hereunder, including, but not limited to (i) if the MasterCard or the VISA interchange, assessment, risk, or other fees change, or (ii) if for any reason the VISA or MasterCard transactions submitted by electronic transmission do not qualify for the lowest electronic interchange fee, or (iii) if the sales drafts submitted are not as anticipated (e.g., Merchant's average ticket is different than that used by Bank to calculate the discount rate, etc.) or (iv) if sales drafts submitted without electronic transmission exceed five percent (5%) of the total monthly sales drafts processed under this Agreement. For certain non-qualifying

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transactions, Bank assesses a surcharge of a certain percent of the transaction amount ("Non-Qualified Surcharge Fee" and/or "Routing Fee") as set forth in the Bank Card Merchant Agreement/Application on all sales transactions that do not qualify at Merchant's base rate (e.g., an international, commercial, or rewards transaction, etc.) (such transactions are referred to herein as "Non-Qualified Transactions"). Bank reserves the right and may amend the Non-Qualified Surcharge Fee amount from time to time upon notice to Merchant pursuant to Section 5.A above.

C. Merchant shall pay all taxes and other charges imposed by any governmental authority on the services provided under this Agreement. In the event Bank pays such taxes, Merchant shall immediately reimburse Bank or Bank may, at Bank's sole option, charge Merchant's Account for such amounts in Bank's sole discretion.

D. Bank will initially provide, in accordance with this Agreement, those products and Services indicated by a check mark in appropriate sections of this Agreement (the "Initial Services"). Merchant acknowledges and agrees that the Initial Services shall always include Services related to Visa or MasterCard credit card transaction processing, and that Merchant shall be solely responsible for any use of such Services, and that Bank shall have no obligation to prevent Merchant from using such Services. If at any time Merchant utilizes any Services other than the Initial Services, such use of Services shall be provided according to Bank's standard terms and conditions associated with such Services and Merchant will pay Bank its standard fees and charges for such Services in accordance with Bank's then-current standards. Merchant's use of Services other than the Initial Services shall be deemed Merchant's acceptance of the fees and charges and the terms and conditions associated with such Services ("Additional Services"). Bank may also charge Merchant for any non-specified Service it provides Merchant or expense it incurs on behalf of Merchant (also deemed an "Additional Service") in conjunction with Merchant's receipt of an Additional Service, and Merchant agrees to pay the standard rate for the Additional Services in accordance with Bank's then-current standards. Merchant shall not dispute, and shall be unconditionally obligated to pay for, any Additional Service charges for any such Additional Service that Merchant has received. Services such as enhancement or customization of any standard services, customized reporting, or special requests will be provided at Bank's option and on an "as-quoted" basis. Merchant acknowledges and agrees that it shall be solely responsible for all telecommunication lines, equipment, and any related items deemed necessary by Bank in connection with the Initial Services and any Additional Services and for any and all fees, costs, or expenses related to the same, whether incurred by Merchant, Bank, their affiliates, and/or agents; such fees, costs and/or expenses may include, but are not limited to, those associated with, circuits and their installation, software to support Merchant's operating environment, data transmissions, equipment, and software upgrades, modems, sharing devices, controllers, protocol converters, routers, router maintenance, maintenance, other telecommunication equipment, etc. In the event Merchant uses Optional Services, Bank may collect and Merchant agrees to pay all fees and charges associated with the Optional Services including but not limited to those assessed by third parties related to the use of an Optional Service.

E. If Bank reasonably believes Merchant is not fully compliant with the Bank Rules, Operating Regulations (including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations), or any Laws, or in the event Merchant fails to prove such compliance upon request from Bank, Bank reserves the right to charge Merchant a reasonable fee until Merchant proves compliance with the Bank Rules, Operating Regulations, and Laws, and Merchant shall pay such amount to Bank. This fee will be in addition to any other amounts due under the Agreement, including but not limited to all fines, fees, penalties, loss allocations, assessments, registration expenses, certification expenses, and other amounts assessed by third parties.

F. Transaction fees are fees charged on each sales draft and each credit draft regardless of the stated total. A Transaction Fee may be charged for any transaction activity that utilizes a point-of-sale ("POS") device for transmission or reception of data or information, including but not limited to, signature-based debit card transactions, PIN-based debit card transactions, batch closing, authorizations, and any other communication using the POS device.

G. Merchant agrees to be responsible for all direct and indirect costs (including but not limited to those incurred by Bank, its affiliates and/or agents) in connection with and/or related to Merchant's conversion from Bank at the termination of this Agreement and/or related to any conversion or programming effort affecting the Services after Merchant's initial conversion to Bank.

H. If Bank for any reason advances settlement or any amounts and/or delays the assessment of any fees (individually or collectively a "Float Event"), Bank reserves the right to assess to Merchant, and Merchant shall pay to Bank, a cost of funds associated with the Float Event (which Bank may at its option assess as a transaction surcharge), the amount of which shall be determined by Bank in its reasonable discretion, and which may be changed by Bank from time to time, and

such cost of funds shall be effective as of the start of the Float Event and shall be immediately payable by Merchant when assessed by Bank.

I. Bank will, in its sole discretion, allow access to Bank's proprietary and confidential Direct, Powered by Vantiv/Direct Express, Powered by Vantiv service (collectively "Direct Services"). Direct Services provide reporting detail of Merchant's use of the services herein. Direct Services are subject to change without notice and are solely controlled by Bank. Bank's only obligation will be to make the Direct Services available on Bank's system in accordance with Bank's then-current timeframes, standards, scheduling, and procedures ("SOP's") including but not limited to SOP's for set-up, account access, and suspension of Direct Services. Bank reserves the right to suspend access to Direct Services without notice if Bank reasonably believes that a violation of the SOP's has occurred, is likely to occur, or for any reason that may present a risk to Bank or Merchant. Merchant shall provide Bank with prompt written notice of all user IDs that are no longer active, should be deleted, and/or should otherwise be changed. Merchant shall be solely responsible for any unauthorized access to Direct Services, and Merchant's data therein including but not limited to unauthorized Merchant employee or agent access, action taken on behalf of Merchant or at the request of any of Merchant's employees or agents (even if not authorized) and/or failure to notify Bank in writing and independently verify suspension of a password on a user ID or inactivation and/or deletion of a User ID. If Merchant accesses Direct Services through a third party (e.g., through the internet, a third party provider, etc.), Bank shall have no responsibility or liability whatsoever for any actions or inactions of such third parties, including but not limited to inability to (i) access the Direct Services, (ii) interruption in access to Direct Services, or (iii) errors or inaccuracies in data received by Merchant.

J. Virtual Terminal Processor Services and Fees. Bank's Virtual Terminal Processor Service (the "VT Services") is an enhancement to Bank's Direct Services. Merchant acknowledges and understands that the VT Services allow Merchant to effectuate Card transactions within the FTSP Direct application in accordance with Bank's standards and procedures. Merchant shall be solely responsible for all authorized or unauthorized use of the VT Services arising out of or related to Merchant's use of the VT Services including but not limited to unauthorized transactions initiated via the use of Merchant's User ID's. Merchant acknowledges that use of a software application that has connectivity to the Internet poses an increased risk, and Merchant assumes all liability for such risks. Merchant warrants and represents to Bank that it has implemented and will maintain secure systems for use of the VT Services and the transmission of information to Bank. Merchant further acknowledges and agrees that Bank's only obligation will be to make the VT Services available on Bank's system in accordance with Bank's then-current standards. Merchant acknowledges and agrees that Bank's Direct Services are required for use of the VT Services and that Bank's standard terms, conditions, and fees associated with the Direct Services shall be and remain in effect. For the purposes of this Agreement, the VT Services shall also be deemed an Additional Service and Merchant shall pay Bank Bank's then-current standard fees and charges for the VT Services in addition to any other fees and charges for services provided.

K. In the event that Merchant receives the services using Bank's "Unbundled" pricing methodology in connection with VISA and MasterCard Card transactions, the transaction fees denoted in the pricing section of this Agreement apply to all transactions in a given month where the Merchant's average POS sales amount (net monthly sales divided by the difference between gross monthly items less monthly returns, "Ticket") is less than or equal to \$150.00. If Merchant's average Ticket in a given month is greater than \$150.00, but less than \$200.00, a \$0.10 per transaction surcharge shall be added to the per transaction charge. If Merchant's average Ticket in a given month is greater than \$200.00 but less than \$500.00, a \$0.25 per transaction surcharge shall be added to the per transaction charge. If Merchant's average Ticket in a given month is greater than \$500.00 but less than \$750.00, a \$0.50 per transaction surcharge shall be added to the transaction charge. If Merchant's average Ticket in a given month is greater than \$750.00, a \$0.75 per transaction surcharge to the above transaction charge shall be assessed.

L. Bank, upon Merchant's request and at Bank's option, may transmit Banking Identification Number ("BIN") Files to Merchant in accordance with Bank's standards and according to Bank's then-current fees and charges. Bank makes no representations or warranties whatsoever with respect to the file, including, but not limited to, the completeness of the file. Merchant must not use BIN file information for any reason other than to identify card type categories at the point of sale. The Merchant must not disclose the BIN information to any third party without prior written consent of Bank. BIN file information is confidential and proprietary information of Visa or MasterCard, and is subject to the confidentiality provisions of the Agreement. Availability of the BIN file transmission is subject to the Operating Regulations and Bank's standards and may not be available, or may not be available at all times. Bank may cease providing the foregoing service if, in its sole discretion, it deems that the service violates or may violate the Operating Regulations. Merchant agrees that it shall complete and execute any additional documents as may be required by Visa or MasterCard at any time. Additional fees and charges may be charged by Bank associated with the provision of the services described in

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this paragraph and Merchant agrees to pay such fees and charges should Merchant elect to receive such services.

6. Term and Termination.

A. See Page 1, Paragraph 2 of the Contract Extension Special Amendment for Term and Termination.

B. Merchant shall be in default under this Agreement ("Event of Default") if: (i) Merchant becomes subject to any voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation proceeding, a receiver is appointed for Merchant, or Merchant makes an assignment for the benefit of creditors, or admits its inability to pay its debts as they become due; or (ii) Merchant fails to comply with either the Bank Rules or the Operating Regulations; or (iii) Merchant is in breach of any other terms or conditions of this Agreement whether by reason of its own action or inaction or that of another; or (iv) in the event of irregular card sales or any other circumstances, which, in the Bank's discretion, may increase the Bank's exposure for chargebacks or other financial, reputation, or security risk(s); or (v) Bank reasonably believes that there has been a material deterioration in Merchant's financial condition; or (vi) any standby letter of credit, if and as may be required pursuant to this Agreement, will be cancelled, will not be renewed, or is not in full force and effect; or (vii) Merchant ceases to do business as a going concern, or there is a change in ownership of Merchant which changes the identity of any person or entity having, directly or indirectly, more than ten percent (10%) of either the legal or beneficial ownership of Merchant, or (viii) Bank's reasonable determination that fraud is or may be occurring. Upon the occurrence of an Event of Default, Bank automatically, and without notice, shall be entitled to exercise and enforce (in concert with and in addition to any other rights or remedies granted to it herein) any and all of the following rights and remedies: (a) those provided for in Section 6.C. below, (b) cease providing any or all Services to Merchant, (c) establish a Reserve Account, and/or (d) otherwise proceed to collect amounts that are due and owing from Merchant under this Agreement by means of setoff, recoupment, debiting of Bank Affiliate Accounts or any other means authorized by applicable Laws. In addition, upon the occurrence of an Event of Default, Bank may terminate this Agreement by giving Merchant written notice thereof. Termination of Merchant for any reason shall not relieve Merchant from any liability or obligation to Bank.

C. If, prior to the date on which the then current term of this Agreement is scheduled to expire, either this Agreement is terminated by Bank as specifically permitted by this Agreement, or terminated or breached by Merchant, Merchant shall both (i) pay Bank an Early Deconversion Fee of \$295 or as set forth on the Price Schedule for each chain issued to Merchant for certain costs such as but not limited to restocking of equipment, deletion of Merchant numbers, etc. related to Merchant's deconversion and (ii) be liable to Bank for liquidated damages in an amount equal to the average monthly revenue payable to Bank as a result of this Agreement for the three calendar months in which such revenue was the highest during the preceding 12 calendar months, or such shorter period if this Agreement has not been in effect for 12 months, multiplied by the number of months remaining during the then current term of this Agreement. Merchant acknowledges and agrees the liquidated damages are fair and reasonable because it is difficult or impossible to estimate Bank's damages resulting from any breach or improper termination. Merchant shall also reimburse Bank for any damage, loss or expense incurred by Bank including all past due, unpaid and/or future invoices for services rendered by Bank in connection with this Agreement. All amounts due pursuant to this section shall be immediately due and payable by Merchant without notice or demand. Bank shall also have the option to require Merchant to reacquire all outstanding sales transactions acquired by Bank hereunder.

D. Bank may immediately cease providing services to Merchant without notice if (i) Merchant has failed to pay any amount to Bank when due, (ii) in Bank's opinion, provision of a service to Merchant may be a violation of the Operating Regulations, Bank Rules, or the Laws; or (iii) Bank believes that Merchant has violated or is likely to violate the Operating Regulations, Bank Rules, or the Laws.

7. Authorization, Set-off, Reserve, and Security Interest.

A. Bank's authority to debit or credit the Designated Account(s) shall remain in effect for a period of two (2) calendar years following any termination of this Agreement, regardless of whether Merchant has notified Bank of an Account Change as defined below. Merchant shall always maintain the Designated Account(s) with funds sufficient to satisfy Merchant's duties and obligations pursuant to this Agreement whether contingent or accrued. If Merchant desires to change or alter the Designated Account(s) (an "Account Change"), Bank shall use reasonable efforts to effect such Account Change; however, such Account Change shall not be effective until the date on which Bank actually makes such Account Change on Bank's system. Bank shall not be responsible for checking the accuracy of any Account Change submitted by any purported representative (whether authorized or unauthorized) of Merchant and Bank shall not incur any liability associated with any Account Change unless such change is the result of Bank's gross negligence or willful misconduct.

B. All amounts due Bank under this Agreement shall be paid without set-off or deduction, and shall be due from Merchant as of the date Bank originates an ACH debit transaction record to Merchant's Account. Any fees not collected from

Merchant by Bank when due shall bear interest at highest rate permitted by the Laws.

C. The acceptance by Bank, Bank's affiliate or other financial institution of Merchant's closing (or termination of) its Account shall not constitute a mutually agreed upon termination of this Agreement.

D. As a specifically bargained for inducement for Bank to enter into this Agreement with Merchant, Bank shall have the right, exercisable at its option at any time either before or after an Event of Default has occurred, to (i) establish from amounts that otherwise would be payable by Bank to Merchant including but not limited to demand deposit accounts and any other amounts due to Merchant from Bank and/or any of its affiliate(s) whether or not such amounts are related to this Agreement, or to cause Merchant to prepay to Bank, a reserve of funds, in an amount satisfactory to Bank (a "Reserve Account"), to cover any and all amounts which are, or reasonably are anticipated by Bank to become, due to Bank from Merchant, including without limitation amounts arising from or otherwise relating to existing or anticipated chargebacks, fees, fines, returns, monetary awards or other charges and assessments imposed or anticipated to be imposed by MasterCard, VISA, Discover, or Other Network under the Operating Regulations, or liquidated damages as provided for in Section 6.C. above, or (ii) require Merchant to establish an irrevocable standby letter of credit, including additional and/or replacement letters of credit if required by Bank, with a beneficiary designated by Bank, and which are issued from a financial institution other than Fifth Third Bank or any of its affiliates, in a format, with an expiration date, and in an amount acceptable to Bank in its sole reasonable discretion.

E. This Agreement will constitute a security agreement under the Uniform Commercial Code. Merchant grants to Bank a security interest in all accounts owned or controlled by Vantiv at Member Bank that are funded with settlement amounts, including the Reserve Account, and the proceeds thereof (collectively, the "Secured Assets"), to secure all of Merchant's obligations under this Agreement. Merchant authorizes Member Bank to comply with all demands made by Vantiv with respect to the Secured Assets without further consent or direction from Merchant, and Member Bank agrees to comply with the same. As such, Vantiv has control and a perfected security interest in the Secured Assets. With respect to such security interest, Bank will have all rights afforded under the Uniform Commercial Code, any other applicable law, and in equity. In addition to the security interest in the Secured Assets, Bank shall have a contractual right of setoff against the Secured Assets. Every such right of setoff shall be deemed to have been exercised immediately upon the occurrence of an Event of Default hereunder without any action by Bank or notation in the Bank's records, although Bank may enter such setoff on its books and records at a later time.

8. Indemnification and Limitation of Liability.

A. Merchant shall indemnify and hold harmless Bank, and its directors, officers, employees, affiliates, and agents from and against all proceedings, claims, demands, losses, liabilities, damages and expenses (including but not limited to, any fines, fees, assessments, audit fees, card replacement cost, or penalties levied against the Bank by Visa, MasterCard, Discover, any Card issuer, or any Other Network, and attorneys' and collection fees and expenses) resulting from or otherwise arising out of (i) the Services in this Agreement, (ii) any breach of any term or condition of this Agreement, (iii) any misrepresentation by Merchant herein under this Agreement by Merchant, (iv) Merchant's or Merchant's employees and agents acts or omissions in connection with the services provided pursuant to this Agreement, (v) Merchant's processing activities and provision of goods and services to Cardholders, (vi) any violation of the Operating Regulations, the Bank Rules, or the Laws, (vii) any guarantees provided by Bank to any third party for the benefit of Merchant, including without limitation any lease guarantees, or (viii) any infiltration, hack, breach, or violation of the processing system resulting from, arising out of, or in any way related to Merchant's ability to use of the services provided herein including but not limited to Merchant's use of an Agent or any other third party processor or system, or Merchant's ability to connect to the Internet or an external network. This indemnification shall survive the termination of the Agreement. In the event that Merchant is enrolled in the Breach Assist Program offered by Bank, the indemnification required by Merchant under this Bank Card Merchant Agreement will only be reduced by amounts actually recovered by Bank in connection with the Breach Assist Program and only to the extent that such amounts are specifically related to a data breach involving solely Merchant. The limited indemnity waiver provided by the Breach Assist Program may not cover all the costs associated with a data breach and the specific terms and conditions of the Breach Assist Program are available for Merchant to review at www.RoyalGroupServices.com/FifthThird or by contacting a customer service representative at 1-800-393-1345.

B. EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, BANK DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MERCHANT HEREBY ACKNOWLEDGES THAT THERE ARE RISKS ASSOCIATED WITH THE ACCEPTANCE OF CARDS, AND MERCHANT ASSUMES ALL SUCH RISKS EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN. Bank shall not be liable for lost profits, lost business or any incidental, special, consequential or punitive

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damages (whether or not arising out of circumstances known or foreseeable by Bank) suffered by Merchant, its customers or any third party in connection with the services provided hereunder. In no event shall Bank be liable for any damages or losses that are wholly or partially caused by the Merchant, or Merchant's employees or agents. In no event shall Bank be liable for any damages or losses that Merchant may sustain as a result of Bank's exercise of any post-default rights or remedies authorized under Section 6.B. above, so long as Bank, at the time of exercising such rights or remedies, has a good faith reasonable basis to believe that an Event of Default has occurred and is continuing. Bank's liability related to or arising out of this Agreement shall in no event exceed fees paid to Bank for the particular services in question for the calendar month immediately preceding the date on which any act or omission of Bank for which Merchant alleges liability on the part of Bank. The parties acknowledge that the limitations set forth in this section are integral to the amount of fees charged by Bank for the services provided hereunder, and recognize that if Bank were to assume any further liability beyond that set forth in this section, such fees would be substantially higher. Except as otherwise set forth in this Section 8, Merchant's exclusive remedy for any and all claims against Bank arising out of or in any way related to the transactions contemplated herein shall be termination of this Agreement. Bank shall not be deemed to be in default under this Agreement or liable for any delay or loss in the performance, failure to perform, or interruption of any Services resulting, directly or indirectly, from errors in data provided by Merchant or others, or any event beyond Bank's reasonable control including but not limited to international, domestic, or economic terrorism.

C. Except for an action related to Merchant's failure to pay any amount due hereunder, no cause of action shall be brought by either party more than one (1) year after the cause of action accrued.

D. Merchant represents and warrants to Bank that all information in this Agreement is true, accurate, correct, and complete. Merchant shall immediately notify Bank in writing of any changes to the information in the Agreement, including but not limited to: any additional location or new business, the identity of principals and/or owners, the form of business organization (i.e., sole proprietorship, partnership, etc.), type of goods and services provided, and how sales are completed (i.e., by telephone, mail, or in person at your place of business). Merchant shall provide updated information to Bank within a reasonable time upon request. Merchant shall indemnify, hold harmless, and reimburse Bank for any and all losses and expenses incurred by Bank arising out of a failure to comply with this paragraph. Bank retains the right to review Merchant's processing activity for conformance to the information provided and to re-price or terminate any services provided to reflect any nonconformance.

9. Confidentiality. Merchant acknowledges that Bank will be providing Merchant with certain confidential information, including but not limited to, this Agreement and information relating to the methods, techniques, programs, devices and operations of Bank and/or VISA, MasterCard, Discover, and/or Other Networks (collectively "Confidential Information"). Merchant shall not disclose Confidential Information to any person or entity (other than to those employees and agents of Merchant who participate directly in the performance of this Agreement and need access to such information). Without limiting the foregoing, Merchant agrees that it will fully comply with any and all confidentiality and security requirements of the Bank Rules, the Laws, and the Operating Regulations including but not limited to the Visa Cardholder Information Security Program ("CISP") found at www.visa.com/cisp, the MasterCard Site Data Protection Program ("SDP"), found at www.mastercard.com/sdp, or the American Express Data Security Operating Policy ("DSOP"), found at www.americanexpress.com/merchant/ and any similar program requirement of Visa, MasterCard, Discover, or Other Network. Merchant acknowledges receipt of the Vantiv, LLC Privacy Notice, prior to the opening of this account ("Privacy Notice"). Merchant should direct any questions or requests for another copy of the Privacy notice to Customer Service or its primary relationship manager if applicable. Notwithstanding anything to the contrary in the Notice or this Agreement, Bank may use, disclose, share, and retain any information provided by Merchant and/or arising out of the Services, during the term and thereafter; (a) with Merchant's franchisor, Merchant's franchisee(s), association(s) to which Merchant belongs and/or belonged as of the commencement of this Agreement, (b) with any affiliate of Merchant; (c) in response to subpoenas, warrants, court orders or other legal processes; (d) in response to requests from law enforcement agencies or government entities; (e) to comply with applicable laws or regulations; (f) with Bank's affiliates, partners and agents; (g) to perform analytic services for Merchant, Bank and/or others including but not limited to analyzing, tracking, and comparing transaction and other data to develop and provide insights for such parties as well as for developing, marketing, maintaining and/or improving Bank's products and services; and/or (h) to offer or provide the Services hereunder. Merchant agrees that Bank may include Merchant's name and/or logo on a list of Bank's customers, which may be made public by Bank.

10. Merchant Representations and Warranties; Guarantor/Signor Credit Score. Merchant hereby represents and warrants to Bank that: (a) the Merchant is duly organized or formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization; (b) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and

approvals to (i) own or lease its assets and carry on its business and (ii) execute, deliver and perform its obligations under this Agreement.

EQUIPMENT PROGRAM If, upon the Effective Date of this Agreement or thereafter, Merchant elects to purchase or rent equipment ("Equipment") from Bank, then the following terms and condition shall apply to such Equipment purchase or rental (the "Equipment Program") as a supplement to and in addition to any other terms and conditions contained herein.

11. Provision of Equipment.

A. Bank agrees to provide Merchant with the Equipment listed on the Initial Equipment Order Information and Pricing section, and Merchant acknowledges receipt of the same. Additional Equipment may be provided by Bank upon Merchant's request and at Bank's option. Additional Equipment or supplies will be provided at Bank's then-current standard price plus shipping and handling charges.

B. **Purchase.** In the event Merchant purchases equipment from Bank, the Equipment shall become the sole property of Merchant. Merchant shall thereafter be responsible for all maintenance and repairs in connection with the purchased equipment. Further, Bank makes no representations or warranties as to the condition of the equipment, including without limitation any express or implied warranties of merchantability or fitness for a particular purpose. Merchant agrees to accept the equipment "AS IS" in its current state and condition. Merchant agrees it shall have no claim or right of action against Bank in connection with the Equipment and hereby releases Bank from any and all liability for lost profits, lost business or any actual, incidental, special, consequential or punitive damages suffered by Merchant in connection with the Equipment.

C. **Rental Term.** Unless otherwise indicated via the applicable purchase code "S", "L", or "O" in the Initial Equipment Order Information and Pricing section, the separate rental term for each individual piece of Equipment provided to Merchant ("Rental Equipment") shall commence on the date the order for such piece of Rental Equipment shipment is initiated and shall continue thereafter on a month-to-month basis. Rental Equipment is, and shall at all times remain, the sole and exclusive property of Bank (or Bank's delegates or assigns), and Merchant has no right, title or interest therein except as expressly set forth herein. Equipment provided to Merchant via the "SP", Special Program, code shall also be a rental commencing on the date the order for such Rental Equipment is initiated and shall continue thereafter on a month-to-month basis, provided, however, that such rental is provided at a promotional price as a specific inducement for Merchant to enter into this Agreement. Notwithstanding any provision to the contrary contained elsewhere in this Agreement, in the event that this Agreement is terminated for any reason prior to the expiration of the Initial Term, Merchant shall reimburse Bank for the difference between the SP program price for each piece of Equipment and Bank's standard monthly fees for the same or similar piece(s) of Equipment for the duration of the term that Merchant has rented each piece of Equipment. Either Merchant or Bank may terminate the rental term for a piece of Rental Equipment by providing thirty (30) days advance written notice to the other party. Upon the effective date of such termination notice, Bank may, at its option, debit Merchant for the fair market value of the respective Rental Equipment. In the event that Merchant returns such Rental Equipment to Bank within ten (10) days following the effective date of such termination, Bank will refund to Merchant the debited amount for such Rental Equipment less any amounts resulting from a diminution in value caused by any damage to Equipment, as may be determined by Bank, including but not limited to any expenses incurred by Bank to repair such Equipment. All Rental Equipment shall be returned to Bank at Merchant's expense. To return the Rental Equipment, Merchant shall call 877-744-5300, and will be provided a call tag number and address to forward the Rental Equipment.

D. **Equipment Swap Program.** The equipment swap program is available only for stand-alone PIN Pads and check readers, and for terminals supported by Bank and integrated with PIN Pads or check readers. In the event that Merchant chooses to "swap" certain equipment in its possession for equipment of the same brand and model provided and programmed by Bank or by Bank's designated equipment provider (the "Equipment Provider"), the following terms and conditions shall apply. Bank or its Equipment Provider shall provide Merchant with programmed terminal(s) (the "Bank Equipment"). Immediately upon its receipt of the Bank Equipment, Merchant will mail Equipment Provider a corresponding number of used equipment of the same brand and model, in good working condition ("Merchant Equipment"). Merchant shall mail the Merchant Equipment to Equipment Provider in accordance with the instructions provided to Merchant by Bank or Equipment Provider. Upon Equipment Provider's receipt of the Merchant Equipment, the Merchant Equipment shall become the property of Equipment Provider. If Equipment Provider does not actually receive the Merchant Equipment from Merchant within 30 days of the date on which Equipment Provider shipped the Bank Equipment to Merchant, Bank shall charge Merchant its standard purchase price for the Merchant Equipment. Upon i) Equipment Provider's receipt of the Merchant Equipment and ii) Bank's receipt of the fees set forth in this Section, and in consideration thereof, the Bank Equipment shall become the property of Merchant.

E. **Equipment Re-injection Services.** The equipment reprogramming services are available only for stand-alone PIN Pads and check readers, and for terminals supported by Bank and integrated with PIN Pads or check readers. In the

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event that Merchant chooses to use existing equipment in its possession, Merchant shall mail such equipment in good working condition ("Merchant Equipment"), to Bank's designated equipment provider (the "Equipment Provider"), in order to allow Equipment Provider to re-inject the Merchant Equipment. Merchant shall mail the Merchant Equipment via insured shipment to the address designated by Bank or Equipment Provider. Upon Equipment Provider's receipt of the Merchant Equipment, Equipment Provider will re-inject the Merchant Equipment, and will return the equipment to Merchant.

F. Bank will initially ship or otherwise send Equipment to Merchant, in accordance with Bank's standard delivery practice, to the locations recorded by Bank. Bank reserves the right to charge Merchant shipping and handling fees for any delivery of the Equipment or any subsequent deliveries (e.g., subsequent Equipment, replacement Equipment, etc.). Merchant shall pay any such charges upon demand.

G. Bank will provide initial instructions with the first shipment of Equipment as to the proper use and operation of the Equipment. Merchant agrees that only those employees who have received and reviewed the operating instructions or who have themselves received operating instructions training from Bank will be permitted to operate the Equipment. Merchant agrees not to remove any Equipment from its original place of installation without the prior written consent of Bank. Merchant will not make, or permit its employees to make any alterations, attachments, additions, or modifications to the Equipment. Merchant shall only use the Equipment to directly perform its duties and obligations as expressly stated in the Agreement, including but not limited to the Bank Rules, and shall not use the Equipment for credit inquiry, account verification or any other purpose.

H. If servicing the Equipment, Bank will do so during regular business hours. Bank will have the right during reasonable business hours to enter upon Merchant's premises for the purpose of servicing Equipment and confirming the existence, condition and proper maintenance of the Equipment. Merchant agrees to surrender the Equipment to Bank's authorized representative upon demand by Bank.

I. **Malfunctioning Equipment shall be shipped to Bank.** Merchant shall call 877-744-5300 to obtain the then-current shipping address. Bank shall, in its sole discretion, either repair such Equipment at its expense or send Merchant comparable Equipment selected by Bank to replace such malfunctioning Equipment. Notwithstanding the foregoing, for Equipment that Bank does not provide maintenance, all Equipment related expenses, whether for maintenance or replacement or otherwise, shall be the sole responsibility of Merchant. Merchant agrees to promptly notify Bank at Bank's designated terminal help desk telephone number of any malfunction or other incident resulting in the loss of use of Equipment. Merchant shall be solely responsible for all maintenance and repairs in connection with any and all Equipment owned by Merchant.

J. In consideration for Bank renting Equipment to Merchant and optionally servicing such Equipment, Merchant shall pay Bank the fees specified for the use of such Equipment. Merchant agrees that Bank may change the fees at any time and without notice. Merchant agrees that it shall review all reports and/or invoices prepared by Bank or its agents and made available to Merchant. Merchant expressly agrees that Merchant's failure to reject any report or invoice in writing within five (5) business days of its receipt shall constitute Merchant's acceptance of the same.

12. Indemnification. Merchant agrees that it, and not Bank, is solely responsible for compliance with the applicable state, federal, or other laws, ordinances, regulations, and rules pertaining to the use, possession, and operation of the Equipment, including but not limited to accepting transactions and printing receipts. Merchant hereby assumes liability for, and hereby agrees to indemnify, protect, save and keep harmless Bank, its successors, and its assigns, from and against any and all liabilities, obligations, losses, damages, expenses, penalties, and disbursements (including reasonable attorney's and collection fees, and expenses) of any kind and nature arising from or pertaining to the use, failure, defect, possession or operation of the Equipment including but not limited to liabilities resulting from a breach of any law, regulation or ordinance of any Federal, State or Local Governmental Agency.

GIFT CARD PROGRAM If, upon the Effective Date of this Agreement or thereafter, Merchant elects to receive GIFT CARD PROGRAM processing services (the "Gift Card Services"), then the following terms and condition shall apply to such Gift Card Services as a supplement to and in addition to any other terms and conditions contained herein.

13. Compliance with Laws. Merchant agrees that it, and not Bank, is solely responsible for compliance with the all applicable state, federal, or other laws, ordinances, regulations, and rules regarding all aspects of certain prepaid private label gift cards ("Gift Cards") and the related gift card program and services related thereto ("Gift Card Services"). Merchant's responsibility shall include, but shall not be limited to, issuance, transactions, acceptance, unused funds, and the preparation and content of the Gift Cards and of the cardholder agreements and disclosures. Merchant shall periodically certify to Bank certification, in a written form satisfactory to Bank, Merchant's compliance with any such laws, ordinances, regulations and rules. Should Merchant fail to provide such certification, Bank may, in addition to all other remedies available under this Agreement and pursuant to law, suspend all Gift Card Services until such certification is provided to Bank. If Bank provides sample cards, card content, agreements, disclosures, or any other materials in connection

with Merchant's Gift Cards, Merchant acknowledges that its use of such cards, card content, agreements, disclosures, or other materials shall be Merchant's sole responsibility and at Merchant's own risk. Bank makes no warranty or representation whatsoever including but not limited to any representation or warranty as to the completeness, the legal effect, or the enforceability of such provided samples. Bank's provision of such samples shall not relieve Merchant of any of its responsibilities contained in this Section.

14. Merchant Responsibilities. Merchant assumes all responsibility for funding all amounts associated with the Gift Cards, including the aggregate amount of the then current open to buy limits of all Gift Cards at the end of each business day. Merchant agrees that it is solely responsible for its and all Gift Card cardholders' participation in, and for any liability arising from, the Gift Card Services. Merchant is responsible for the accuracy and security of all Gift Cards and Gift Card transactions. Merchant (and not Bank) shall be liable for any and all losses arising out of or related to fraudulent Gift Cards or Gift Card transactions.

15. Cardholder Authorization Limits. Merchant shall be responsible for establishing, maintaining and notifying Bank, in accordance with all cardholder agreements, laws and regulations, and this Agreement, of cardholder authorization limits, and of all other terms and conditions applicable to the use of Gift Cards in the formats designated by Bank.

16. Gift Card Affiliates. Bank has the systems, computers and communications to issue and maintain certain Gift Cards on behalf of Merchant and on behalf of certain affiliates and/or franchisees of Merchant which are eligible to participate in the Gift Card Services and which actually participate therein pursuant to an agreement with Bank (collectively referred to herein as "Gift Card Affiliates") and to authorize Gift Card transactions at Merchant's locations and/or at Gift Card Affiliates' locations on behalf of Merchant and/or Gift Card Affiliates(s), all in accordance with Bank's standards and procedures. Upon Merchant's request, Bank may, at its option, provide the Gift Card Services to the Gift Card Affiliates, and in such event, Merchant agrees that it will ensure that the Gift Card Affiliates are in compliance with this Agreement at all times, and Merchant hereby agrees to guarantee full and unconditional responsibility for the performance of any and all obligations of each of the Gift Card Affiliates in accordance with this Agreement and/or any agreement between such Gift Card Affiliate and Bank, and any modifications or amendments thereto. Merchant agrees that it, and not Bank, shall be fully responsible for resolving any issues arising out of the Gift Card Services between Merchant and any Gift Card Affiliate. Merchant shall cause each Gift Card Affiliate to execute Bank's then-current standard addendum for Gift Card Services should Bank request.

17. Trademarks. Merchant is responsible for all content appearing on the Gift Cards. Merchant warrants and represents that it has all rights and/or permissions necessary to use any and all content on the Gift Cards, including but not limited to the rights and/or permissions to use all trademarks and copyright works used on the Gift Cards, and that such use does not violate the rights of any third parties or any other agreements that Merchant may have entered. Merchant agrees that Bank may use Merchant's name, logo, trademarks, etc. in materials related to the Gift Card Services and to advertise or otherwise promote Bank's services so long as Merchant, its parent, or any of its affiliates continues to receive Gift Card Services from Bank. Merchant agrees to indemnify and hold Bank harmless from any and all claims against Bank and any resulting liabilities, costs and expenses arising out of the content of the Gift Cards. Merchant will immediately notify Bank upon learning of any claims that the content of the Gift Cards infringes any rights of third parties and/or any demands that use of the Gift Cards cease due to their content. This section shall survive termination of this Agreement.

CONTINUING UNLIMITED GUARANTY. The provisions contained in Section 18 through 24 below (collectively, "Continuing Unlimited Guaranty") apply to each person who signs this Agreement as a Guarantor (each such person, a "Guarantor").

18. For the purpose of inducing Bank to provide to Merchant the Services contemplated in the preceding provisions of this Agreement, each Guarantor jointly and severally, hereby absolutely and unconditionally guarantees the prompt and full payment to Bank when due, whether by acceleration or otherwise, of all Obligations, as defined below.

19. The word "Obligations" is used in its most comprehensive sense and includes, without limitation, all indebtedness, debts and liabilities (including principal, interest, late charges, collection costs, attorneys' fees and the like) of Merchant to Bank, either created by Merchant alone or together with another or others, primary or secondary, secured or unsecured, absolute or contingent, liquidated or unliquidated, direct or indirect, whether evidenced by note, draft, agreements of guaranty or otherwise, whether now existing or hereinafter arising, and any and all renewals of, extensions of or substitutes therefor. The word "Obligations" shall include, but not be limited to, all obligations of payment, obligations of indemnification, and indebtedness owed by Merchant to Bank arising from or related to the transactions or services contemplated in this Agreement.

20. Guarantor hereby promises that if one or more of the Obligations are not paid promptly when due, Guarantor will, upon request of Bank, pay the Obligations to Bank, irrespective of any action or lack of action on Bank's part in connection with the acquisition, perfection, possession, enforcement or disposition of any or all

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Obligations or any or all security therefor or otherwise, and further irrespective of any invalidity in any or all Obligations, the unenforceability thereof or the insufficiency, invalidity or unenforceability of any security therefor. Guarantor's obligations hereunder shall not be affected, modified or impaired by any counterclaim, set-off, deduction or defense based upon any claim the Guarantor may have against the Merchant or the Bank, except payment or performance of the Obligations.

21. Guarantor waives notice of any and all acceptances of this Continuing Unlimited Guaranty. Guarantor waives presentment, demand, protest, notice of protest, and notice of dishonor or other nonpayment of any and all Obligations and further waives notice of sale or other disposition of any collateral or security now held or hereafter acquired by Bank. Guarantor agrees that no extension of time, whether one or more, nor any other indulgence granted by Bank to Merchant, or to Guarantor, or any of them, and no omission or delay on Bank's part in exercising any right against, or in taking any action to collect from or pursue Bank's remedies against Merchant or Guarantor, or any of them, will release, discharge or modify the duties of Guarantor. Guarantor agrees that Bank may, without notice to or further consent from Guarantor, release or modify any collateral, security or other guaranties, and no such action will release, discharge or modify the duties of Guarantor hereunder. This is a guaranty of payment and not of collection and the Bank shall not be required or obligated, as a condition of the Guarantor's liability, to make any demand upon or to pursue any of its rights against the Merchant, or to pursue any rights which may be available to it with respect to any other person who may be liable for the payment of the Obligations, or to pursue, exhaust or preserve any of its rights or remedies with respect to any collateral, security or other guaranties given to secure the Obligations, or to take any action of any sort, prior to demanding payment from or pursuing its remedies against Guarantor. Guarantor hereby waives all defenses based upon suretyship or impairment of collateral. After any default hereunder, Bank may apply and/or set off against amounts due it hereunder any deposits, account balances or other credits of Guarantor in the possession of or in transit to Bank, and Guarantor hereby grants Bank a security interest in all of the foregoing.

22. The obligations of the Guarantor hereunder, if more than one, shall be joint and several. This Continuing Unlimited Guaranty is secured by the property described in any collateral security documents that the Guarantor executes and delivers to the Bank and by such other collateral as previously may have been or may in the future be granted to the Bank to secure any obligations of the Guarantor to the Bank. This Continuing Unlimited Guaranty shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, transferees and assignees. Each Guarantor expressly authorizes (i) Bank to collect any amounts that are at any time due and owing from Guarantor to Bank under this Continuing Unlimited Guaranty by debiting any checking, savings or other deposit account that Guarantor at any time maintains with Bank or with any affiliate of Bank (any such account, a "Guarantor Account") and (ii) any affiliate of Bank to collect any amounts that are at any time due and owing from Grantor to such affiliate by debiting any Guarantor Account.

23. This Continuing Unlimited Guaranty shall be interpreted and construed in accordance with and governed by the laws of the State of Ohio. Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this Continuing Unlimited Guaranty may be instituted in a state or federal court of appropriate subject matter jurisdiction in the State of Ohio; waives any objection which he may have now or hereafter to the venue of any such suit, action or proceeding; and irrevocably submits to the jurisdiction of any such court in any such suit, action or proceeding; provided, however, that nothing contained herein shall prevent Bank from bringing any action or exercising any rights under this Continuing Unlimited Guaranty within any other state or country. Guarantor agrees that service of process may be made, and personal jurisdiction over Guarantor obtained, by serving a copy of the Summons and Complaint upon Guarantor at its address set forth in the Agreement in accordance with the applicable laws of the State of Ohio.

24. GUARANTOR HEREBY WAIVES THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS CONTINUING UNLIMITED GUARANTY.

MISCELLANEOUS TERMS AND CONDITIONS. The following terms and conditions shall also apply.

25. Title to the Services. Merchant agrees the Services are licensed not sold and that it is acquiring only a nontransferable, revocable, non-exclusive right to use the Services during the term of the Agreement and solely for the purposes of accepting payments and managing the payments Merchant receives. Bank shall at all times retain all rights, title, and interest in and to the Services, including without limitation, all rights to any materials delivered to Merchant hereunder and any invention, development, product, trade name, trademark, service mark, software program, or derivative thereof, developed or used in connection with providing the Services. Merchant agrees that it shall not: (i) copy, reproduce, alter, modify, create derivative works, publicly display, republish, upload, post, transmit, resell or distribute in any way material or information from Bank; (ii) permit any third party to use and benefit from the Services via a rental, lease, timesharing, service bureau or other arrangement; (iii) work around, bypass, or circumvent any of the technical limitations of the Services, use any tool to enable features or functionalities that are otherwise disabled in the Services, or decompile, disassemble or otherwise reverse engineer

the Services, except to the extent that such restriction is expressly prohibited by law; (iv) perform or attempt to perform any actions that would interfere with the proper working of the Services, or prevent access to or use of the Services; or (v) otherwise use the Services except as expressly allowed under this Agreement.

26. Notices.

A. All notices, requests, demands and other communications to be delivered by Merchant hereunder—unless otherwise specified— shall be in writing and shall be delivered to Bank via certified mail, postage prepaid or reputable overnight courier to Bank at the following address: Vantiv, LLC, Attention: General Counsel/ Legal Department, 8500 Governors Hill Drive, Maildrop 1GH1Y1, Symmes Township, OH 45249-1384 . Notices so delivered shall be deemed given upon Bank's actual receipt thereof.

B. All notices, requests, demands and other communications to be delivered by Bank hereunder—unless otherwise specified— shall be in writing and shall be delivered to Merchant via facsimile, ordinary mail, certified mail, reports, or reputable overnight courier. Notices, so delivered shall be deemed given: (i) for facsimile when transmission confirmation is obtained, (ii) for ordinary mail and certified mail, on the fifth calendar day following mailing, (iii) for reports when transmitted by Bank, and (iv) for reputable overnight courier, on the first business day following submission to the courier.

27. Requirements Contract. This Agreement is a "requirements contract" which means that Bank shall be Merchant's exclusive provider for all services contemplated herein. Prior to any Merchant termination or non-renewal, Merchant warrants that before entering into any agreement with any third party for the services provided contemplated herein, Bank shall have the right of first refusal of entering into agreements with Merchant for all such services under the substantially similar terms and conditions (except for the length of the term) in lieu of Merchant entering into such agreement with a third party. In the event Merchant fails or refuses to abide by the provisions of this paragraph, Merchant shall pay to Bank on demand an amount equal to five (5) times the revenues received by Bank in connection with its processing services hereunder for the one (1) full year period prior to termination or non-renewal. Merchant acknowledges that this provision does not constitute a penalty, but is reasonable compensation to Bank for Merchant's failure to comply with this provision.

28. Bank Affiliate Accounts/Account Debiting Authorization. In addition to any other rights or remedies that may be available to Bank or any of its affiliates, by entering into this Agreement, Merchant expressly authorizes (i) Bank to collect any amounts that are at any time due and owing from Merchant to Bank under this Agreement by debiting any checking, savings or other deposit account that Merchant at any time maintains in any affiliate of Bank (any such account, a "Bank Affiliate Account") and (ii) any affiliate of Bank to collect any amounts that are at any time due and owing from Merchant to such affiliate by debiting any Bank Affiliate Account or any checking, savings or other deposit account that Merchant maintains with Bank.

29. Amendments. Bank may amend this Agreement. Bank will inform Merchant of a proposed change in a periodic statement or other notification method pursuant to the notification section of this Agreement. Merchant will be deemed to have agreed to any such amendment if Merchant continues to present transactions to Bank after five (5) days following receipt (deemed or actual) of the notice. Notwithstanding the previous sentence, changes to fees authorized by this Agreement will be effective immediately upon notice to Merchant (deemed or actual), unless a later effective date is provided.

30. Assignment. This Agreement may be assigned by Bank, but may not be assigned by Merchant directly or by operation of law, without the prior written consent of Bank. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, transferees and assignees.

31. Independent Contractors. Bank and Merchant will be deemed independent contractors and none will be considered an agent, joint venturer or partner of the other.

32. No Third-Party Beneficiary. This Agreement is for the benefit of, and may be enforced only by, Bank and Merchant and their respective successors and permitted transferees and assignees, and is not for the benefit of, and may not be enforced by, any third party.

33. Employee and Agent Actions. Merchant is responsible for the acts or omissions of its employees and agents including but not limited to such acts or omissions as such relate to the use of the services provided by Bank herein.

34. Non-Waiver. The failure of Bank to object to or take any affirmative action with respect to any conduct by Merchant which is in violation, breach or default of the terms hereof, shall not be construed as a waiver thereof, nor of any future breach or subsequent violation, breach or default.

35. Severability. If any provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Agreement will be reasonably construed as if such provision is not contained in the Agreement.

36. Governing Law. This Agreement is entered into, governed by, and construed pursuant to the laws of the State of Ohio without regard to conflicts

**Contract Extension Special Amendment
Terms and Conditions**

10.2013

of law provisions. Merchant irrevocably agrees to all of the following: (i) that any legal suit, action or proceeding arising out of, in any way relating to this Agreement, or pertaining in any way to the relationship between Merchant and Bank shall be exclusively instituted in a state or federal court of appropriate subject matter jurisdiction in Hamilton, County, Ohio; (ii) a waiver all rights to a trial by jury; and (iii) a waiver of any objection which Merchant may have now or hereafter to the venue of any such suit, action or proceeding; and irrevocably submits to the jurisdiction of any such court in any such suit, action or proceeding. Notwithstanding the foregoing, nothing contained herein shall prevent Bank from bringing any action or exercising any rights under this Agreement within any other state or country. Merchant irrevocably agrees that service of process may be made, and personal jurisdiction over Merchant obtained, by serving a copy of the Summons and Complaint upon Merchant at its address set forth in this Agreement in accordance with the applicable laws of the State of Ohio.

37. Headings and Construction. The headings used in this Agreement are inserted for convenience only and will not affect the interpretation of any provision. The language used will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party.

38. Attorney's Fees. Merchant will be liable for and will indemnify and reimburse Bank for all attorney's fees and other costs and expenses paid or incurred by Bank in the enforcement of this Agreement, or in collecting any amounts due from Merchant to Bank, or resulting from any breach by Merchant of this Agreement including but not limited to in-house counsel fees (billed at \$150 per hour) or fees paid to third-parties for collections activities.

39. Survival. Any and all provisions of this Agreement that impose or could be construed to impose a continuing obligation, duty, or requirement upon Merchant including but not limited to duties of indemnification and/or account maintenance shall survive the expiration or termination, for any reason, of the Agreement.

40. Other Networks. Merchant's election to receive Services from any Other Network may require the execution of an agreement (an "Other Merchant Agreement") between an Other Network and Merchant. The parties acknowledge and agree that Other Merchant Agreement with any Other Network shall be deemed separate and independent agreements solely between such Other Network and Merchant, and that Bank shall not be responsible for any Other Network or Merchant breach of such Other Merchant Agreements. Bank bears no liability whatsoever for terms and conditions of Other Merchant Agreements and Bank's liability for Services subject to an Other Merchant Agreement shall be limited both (i) as otherwise provided herein, and (ii) to the Services actually provided by Bank. Bank may, in its sole discretion, cease to provide any Services for Other Networks. If Merchant for any reason begins receiving any Services in connection with any Other Network, Bank may route Other Network transactions according to its standards and at its sole discretion. Merchant agrees that it has or will, prior to commencing participation in each Other Network, obtain all necessary approvals and execute any applications and/or agreements necessary for, required by or affecting Merchant's participation in such Other Network(s). In addition, Merchant shall obtain such other approvals or execute such other documents as may be required from time to time in connection with Merchant's participation in such Other Networks. Merchant agrees to participate in Other Network(s) in compliance with, and subject to, the Bank Rules and the Operating Regulations. Merchant agrees to pay all fees, fines, assessments and penalties as they are currently in effect or may be changed from time to time, imposed by the Other Network(s), whether billed directly to Merchant by such Other Network(s) or through Bank or its affiliates or agents. Bank may allocate any such fees, fines, assessments or penalties in such manner as it deems advisable in its sole discretion. Merchant attests that all POS terminals are operating with unique keys as mandated by Other Networks.

FIFTH THIRD BANK

MEMBERSHIP ADVANTAGE

FOR COLLIER COUNTY EMPLOYEES

MA Code: 10516

You are eligible for Membership Advantage because of the relationship your employer has with Fifth Third Bank. With Membership Advantage, you have the opportunity to select a personalized checking package and receive exclusive banking benefits designed to save you time and money.

Proof of employment with enrolled employers or associations required.¹

MEMBERSHIP ADVANTAGE HELPS YOU WITH:

- Simplified, straightforward checking and savings solutions
- Exclusive banking benefits and discounts
- Financial Empowerment Seminars, such as:
 - Home Buying and Borrowing
 - Protecting Your Identity
 - Saving and Budgeting
 - Your Credit Today

KEY MEMBERSHIP ADVANTAGE BENEFITS:

- **FREE financial empowerment seminars.** Covering a full range of topics.
- **Exclusive banking benefits and discounts.**
 - **Complimentary Fifth Third Checking Account when you have direct deposits totaling \$500 or more each month.** The monthly service charge is waived on Essential Checking, an \$11 savings per month. Or, if another option better fits your needs, you can choose a different straightforward checking account and get a \$5 discount on the monthly service charge.²
 - **Valuable money-saving ATM benefits.** Fifth Third will refund other banks' ATM usage fees for your first two non-Fifth Third ATM transactions each month. Fifth Third will also not charge a non-Fifth Third ATM transaction fee for your first two non-Fifth Third ATM transactions each month.³
 - **Free first order of checks and 50% OFF future orders.** You receive your first order of checks (30 pack of Fifth Third Exclusive style duplicate checks) free and an ongoing 50%-off discount on any personal check order for as long as you are in Membership Advantage.⁴

ADDITIONAL BENEFITS:

- **Dedicated service and advice from a team of personal bankers.**
- **0.25 rate discount for new installment loans and lines of credit.⁵**
- **1/2 discount point on mortgage loans.⁶**
- **Access to over 2,600 free Fifth Third Bank ATMs including 230 Racetrac and 112 Mapco locations.**
- **Credit cards** that offer a variety of first-rate benefits suited to your lifestyle, including competitive rates, special savings and valuable rewards.⁷

2 EASY WAYS TO ENROLL:

1. Visit a Fifth Third Banking Center
2. Contact your Fifth Third Representative:

Jamie Stone
(239) 225-2055
jamie.stone@53.com
NMLS# 1136258



See reverse for additional disclosures.

1. Employee ID badge, membership card, business card, pay stub, customized program flyer or direct deposit must be provided before Membership Advantage code is applied to account. Periodic proof of employment or membership may be required to retain Membership Advantage benefits.
2. A \$5 discount will be applied to the monthly service charge for Fifth Third Established, Enhanced, and Preferred checking account types. \$50 minimum deposit required to open all accounts. Fifth Third will look back 35 days from your statement cycle to calculate your total direct deposits.
3. Fifth Third will not assess a usage fee for up to TWO (2) non-Fifth Third ATM transactions internationally or in the U.S. per calendar month. (Please note: Other ATM owners may still assess their usage fee. Fees for non-Fifth Third transactions in excess of 2 per statement are \$2.00 per U.S. transaction and \$5.00 per international transaction.)
4. Applies to all checking accounts except Fifth Third eAccess account which does not permit check writing.
5. Lending subject to credit review and approval. 0.25% rate discount on new installment loans and lines of credit available when payments are automatically deducted from your Fifth Third checking account using Auto BillPayer®. Terms and conditions are subject to change without notice.
6. Receive one half (1/2) discount point if you participate in the Fifth Third Auto BillPayer® which can be used to buy down your interest rate. This adds up to a savings of \$800 based on a \$160,000 loan. This discount will be shown at the time of your loan application and will be applied at closing based on final mortgage amount. This offer requires participation in our automatic payment program and requires automatic payment deduction from your qualifying Fifth Third account. \$50 minimum required to open a new checking account. Loans subject to credit review and approval. Prices and programs subject to change without notice. Fifth Third Mortgage Company, 5001 Kingsley Drive, Cincinnati, Ohio 45227 an Illinois Residential Mortgage Licensee. Fifth Third Mortgage is the trade name used by Fifth Third Mortgage Company (NMLS #134100) and Fifth Third Mortgage-MI, LLC (NMLS #447141).
7. Credit Cards subject to credit review and approval. Rates determined by credit worthiness of applicant.



Fifth Third Bank. Member FDIC.  Equal Housing Lender.
The Curious Bank is a registered service mark of Fifth Third Bancorp.



Financial Health



Investment and Planning



Home Ownership



College Savings

A UNIQUE FINANCIAL EMPOWERMENT PROGRAM

Empower U is a financial empowerment program created by Fifth Third Bank that can be **custom built** to meet the unique needs of our customers and our customers employees, faculty, and/or staff.

- Each class is approximately **30 minutes**.
- As literacy experts suggest, each Empower U course is **easy to understand, but highly impactful** information that most economical, social and education levels will find valuable and applicable.
- Designed to help employees in their journey to becoming more **financially fit**.
- Each class participant, will walk away with a **Personal Empowerment Plan** to help them reach their own financial goals.



FINANCIAL CHECKUP

- Financial Checkup 101: Empower Yourself with Financial Wellness

FINANCIAL HEALTH

- Saving Money and Successful Budgeting
- Simple Ways to Boost Your Credit Score
- Five Strategies to Slash Your Debt
- Only One You? Are You Sure? Protecting Your Identity



INVESTMENT* AND PLANNING

- Basic Estate Planning — The Best Gift You Can Give Your Family
- Retirement — When and How to Start Planning
- Insurance — Protect Your Family Now
- Simplifying the Complicated World of Investments



HOME OWNERSHIP

- How to Prepare for Home-ownership
- Refinancing Your Home vs. Home Equity Loans— What's Best for You?



EDUCATION SAVINGS*

- Choosing the Right College Saving Plan



*Fifth Third Bank provides access to investments and investment services through various subsidiaries, including Fifth Third Securities. Fifth Third Securities is the trade name used by Fifth Third Securities, Inc., member FINRA/SIPC, a registered broker-dealer and a registered investment advisor registered with the U.S. Securities and Exchange Commission (SEC). Registration does not imply a certain level of skill or training. Securities and investments offered through Fifth Third Securities, Inc. and insurance products:

Are Not FDIC Insured	Offer No Bank Guaranteed	May Lose Value
Are Not Insured By Any Federal Government Agency		Are Not A Deposit

Insurance products made available through Fifth Third Insurance Agency, Inc.
Deposit and credit products provided by Fifth Third Bank. Member FDIC. Equal Housing Lender.

Empower U Modules



Financial Checkup

Financial Checkup 101: Empower Yourself with Financial Wellness

Financial Health

Saving Money and Successful Budgeting

Simple Ways to Boost Your Credit Score

Five Strategies to Slash Your Debt

Only One You? Are You Sure? Protecting Your Identity

Investment and Planning

Basic Estate Planning — The Best Gift You Can Give Your Family

Retirement — When and How to Start Planning

Insurance — Protect Your Family Now

Simplifying the Complicated World of Investments

Home Ownership

How to Prepare for Home-ownership

Refinancing Your Home vs. Home Equity Loans — What's Best for You?

Choosing the Right College Saving Plan

Education Savings

Course Descriptions



Each class is 30 minutes and has a specific topic. Classes do not need to be taken in any particular order, however, the more classes you take, the more financially fit you will become.

Financial Checkup 101

- This class will give you a quick overview of all the various financial options/decisions you may face throughout your life. Saving, budgeting, identity protection, using credit wisely, homeownership, investing options, and saving for college will all be covered.

Saving Money & Successful Budgeting

- In this class, you will learn how to create a budgeting process that will work for you and get you on track to meet your own personal financial goals. You will learn how to save; no matter your income level, amount of debt or fear of the process.

Simple Ways to Boost your Credit Score

- Credit can be your friend or enemy. You will learn in this class what credit means, why it's important, how to clean up bad credit or, how to establish good credit.

Five Strategies to Slash Your Debt

- Learn how to slash your debt with four different approaches, and learn the ways to help prevent yourself from getting into debt in the future.

Only One You? Are you Sure? Protect your Identity Now

- According to idtheftcenter.org, 9.6 million people had their identity stolen in 2009. Learn the very real threat of identity theft and how to protect yourself and your family against it.

Course Descriptions



Basic Estate Planning: The Best Gift you can Give your Family

- Although a sometimes tough topic to consider, this class will provide critical information you need to consider regarding your estate. Estate planning is one of the most important steps you can take to make sure that your final property and health care wishes are honored, and that your loved ones are provided for in your absence.

Retirement: When and How to Start Planning

- Retirement savings is an important consideration at every stage of your life—whether you are just embarking on a career, moving up the ladder or planning your retirement party. This class will provide an overview of important retirement considerations.

Insurance: Protect Your Family Now

- This class will focus on how to protect your family, your property and yourself in the event of an accident, illness, disability or death.

Simplifying the Complicated World of Investments

- Investments are an important part of accumulating wealth to increase your financial stability, and save for your future. This class will give you an overview of how to go about investing, and give you the tools necessary to begin the investing process.

How to Prepare for Homeownership

- According to the National Association of Realtors, buying is cheaper than renting in 98 of the 100 largest metro areas. This class will provide you with an overview of the home buying process.

Refinancing your Home vs. Home Equity Loan: What's Best for You?

- There are unique differences between refinancing and home equity loans. In this session, you will learn the difference between Refinancing and Home Equity loans and what option is best for you.

Choosing the Right College Savings Plan

- College costs are rising at 7 to 8 percent a year according to College Board, 2012. This class will provide you with an overview of how much and how to save for your child's college education.

Course Descriptions



Deposit and credit products provided by Fifth Third Bank. Member FDIC. Equal Housing Lender. 

Fifth Third Bank provides access to investments and investment services through various wholly owned subsidiaries, including Fifth Third Securities. Fifth Third Securities is the trade name used by Fifth Third Securities, Inc., member FINRA/SIPC, a registered broker-dealer and a registered investment advisor registered with the U.S. Securities and Exchange Commission (SEC). Registration does not imply a certain level of skill or training.

Securities and investments (including variable annuities) are offered through Fifth Third Securities. Certain fiduciary-related investment services are offered through Fifth Third Bank or its subsidiaries:

Are Not FDIC Insured	Offer No Bank Guarantee	May Lose Value
Are Not Insured By Any Federal Government Agency		Are Not A Deposit

Insurance products made available through Fifth Third Insurance Agency, Inc.