

Dollar Bank[®]

Since 1855

Treasury Management Services

Terms and Conditions

Dollar Bank Treasury Management Services Terms and Conditions

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These General Terms and Conditions, any and all applicable Service Terms and Conditions and any agreements incorporated herein by reference including, without limitation, the Deposit Agreement (collectively, the **“Treasury Management Services Agreement”**) sets forth all of the terms and conditions under which Bank will provide certain Treasury Management Services to the Company. The Treasury Management Services Agreement forms a legally binding contract between Bank and the Company. By signing and returning a Treasury Management Services Sign Up Form, the Company hereby agrees to be bound by the terms and conditions of the Treasury Management Services Agreement. Bank may change the terms and conditions of the Treasury Management Services Agreement with or without prior notice to the Company from time-to-time. The Company agrees that any notice of a change may be posted to Bank’s website (including without limitation in the form of a “banner” message), sent to the Company by electronic message or United States Mail, or by any other means permitted by applicable law. Use of any of the Services after such notice of a change will constitute the Company’s agreement to be bound by the amended terms and conditions of the Treasury Management Services Agreement.

General Terms and Conditions

1. Definitions. In addition to the terms otherwise defined in these General Terms and Conditions, the following terms shall have the following meanings:

“Bank” shall mean Dollar Bank, Federal Savings Bank and any licensors, affiliate(s), agents, third party service providers, independent contractors and each such party’s successor and assigns, which may, from time to time, provide Service(s) for the Company.

“Banking Day” shall mean any day other than a Saturday, Sunday, or a day on which Bank is authorized or required to close according to applicable law.

“Company” shall mean the Company identified on the Treasury Management Services Sign Up Form.

“Deposit Agreement” shall mean the deposit account agreement in effect from time-to-time governing the Company’s deposit account with Bank.

“Service(s)” shall mean any treasury management services undertaken by Bank for the Company, including, but not limited to the following Services: CashANALYZER, Zero Balance Account, Employer Payroll Card, Courier Connection, Remote Deposit, Escrow Management Account, Positive Pay, Electronic Business Bill Payment, Controlled Disbursement Corporate Card Display and Image Cash Letter.

“Service Terms and Conditions” shall mean any and all written Service Terms and Conditions (as the same may be amended from time-to-time) attached to and made a part of these General Terms and Conditions, which the Company, by using such Services, agrees are the terms and conditions under which Bank shall provide the Services to the Company.

“Service Instruction(s)” shall mean any instruction by Company that covers any of the Services being provided.

2. Agreement. Bank shall provide the Services to the Company subject to the terms and conditions set forth in these General Terms and Conditions and in any applicable Service Terms and Conditions. Any and all Service Terms and Conditions shall be incorporated into and shall be a part of these General Terms and Conditions; provided, however, that if there is any conflict between the terms of applicable Service Terms and Conditions and these General Terms and Conditions, the terms of the applicable Service Terms and Conditions shall be controlling. The Company also agrees to be bound by Bank’s Deposit Agreement applicable to deposit accounts, including any amendments or restatements which may be made from time to time at Bank’s discretion or as required by applicable law.

3. Service Documentation. Certain Services require documentation setting forth detailed information, procedures and forms for use and implementation prior to the Company’s use of such Services (“Documentation”). The Company will complete, execute and deliver to Bank such service Documentation, as Bank deems necessary. Bank will, in its sole discretion, determine the adequacy of such service Documentation and any Service Instruction(s), and may refuse

to provide the Service(s) until acceptable Documentation and/or Service Instruction(s) are received by Bank. The Company agrees promptly to notify Bank of any changes to any information presented in the Documentation.

4. Company's Records and Media. Prior to the implementation of the Service(s), the Company agrees to provide to Bank all records and data processing media necessary to perform the Service(s). The records will be legible, correct, complete and in the format specified in the applicable Service Terms and Conditions and related Documentation. Checks will be MICR encoded according to Bank's current specifications. Bank will, in its sole discretion, determine the adequacy of the information and the format in which it is submitted, and may refuse to provide the Service(s) until such information and/or format is deemed satisfactory. In addition, Bank's performance under these General Terms and Conditions is subject to Bank's receiving timely, accurate and complete data for each Service Instruction(s), in form and on media specified by Bank. If the Company does not meet any of these requirements, Bank shall:

- no longer be bound to deliver the applicable Services, and
- be authorized to deliver as complete and finished whatever portion of the Service(s) that can be performed with the data available.

5. Information and Property Provided in Connection with Performance of Service(s). All specifications, hardware, tokens, remote deposit scanners, transmissions, tapes, codes or other media, programs and procedures owned by Bank and used in connection with the performance of the Service(s), will be and remain the sole property of Bank and will not be modified or altered in any way, assigned or transferred, or used for any other purpose by the Company. The Company shall comply with the terms of all license and copyright notice requirements.

6. Company's Duty to Inspect and Report. Bank shall supply the Company with periodic statements and notices and, as applicable, transaction confirmations for the Service(s) the Company uses. The Company must inspect all such statements, notices, confirmations and similar information pertaining to the Service(s) performed and, if there is a discrepancy, unauthorized transaction or error ("Error") in any such material, notify Bank (i) within fourteen (14) days after receipt of a statement or notice containing or reflecting the Error, or (ii) by the next Banking Day after receipt of a transaction confirmation containing or reporting the Error. Except to the extent required by law, failure to notify Bank of errors within the aforementioned time periods will relieve Bank of any and all liability for any losses resulting from the Company's failure to timely report the Error.

7. Limitation of Liability; Disclaimer of Warranties. Except to the extent required by law, Bank's duties and liabilities will be limited to those set forth herein. Bank's liability shall be limited to actual damages sustained by the Company and only to the extent such damages are a direct result of Bank's willful misconduct or gross negligence. The liability of Bank in all these instances shall not exceed the recovery of funds erroneously processed or not processed. Bank shall not be liable for damages caused by any act or omission of any third party, whether or not such party was chosen by Bank, or for any charges imposed by any third party. **IN NO EVENT SHALL BANK (OR ANY PARTY WITH WHOM BANK MAY BE CLAIMED TO BE JOINTLY LIABLE) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LOST PROFITS (WHETHER OR NOT BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE), INCLUDING, BUT NOT LIMITED TO, SUCH LOSSES OR DAMAGE ARISING FROM SUBSEQUENT DISHONOR OR REJECTION OF ANY TRANSACTION (INCLUDING, WITHOUT LIMITATION, DISHONOR OF CHECKS OR OTHER ITEMS).** Bank shall be relieved of liability where Bank performs any Service in accordance with any Service Instruction(s) or applicable Service Terms and Conditions, and Bank may rely on the accuracy of any information set forth in the Service Instruction(s) or applicable Service Terms and Conditions. The Company agrees that to the extent that Bank's exercise of ordinary care may be an issue with respect to any claim, substantial compliance by Bank with Bank's standard procedures for providing a Service shall be deemed to constitute an exercise of ordinary care.

Except for willful misconduct, Bank shall not be liable to the Company, its employees, officers, directors or agents for any losses, fees or damages incurred by the Company resulting from (a) Bank's failure or refusal to process any Service Instruction(s) that is contrary to applicable laws, rules or regulations, incomplete, ambiguous or that is not in conformity with Bank's requirements, (b) the Company's attempt to draw on, transfer or direct payment from uncollected funds or interest, if any, not yet credited to the Company's account, or (c) Bank's failure to process a stop payment, ACH or wire transfer of funds, bill payment or other request due to equipment failure or malfunction (including, without limitation, failure of communications or computer services or systems), acts or omissions of any third party or any cause beyond the reasonable control of Bank.

BANK HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH ANY OF THE SERVICES BANK MAY PROVIDE HEREUNDER.

NO THIRD PARTY SHALL HAVE ANY RIGHTS OR CLAIMS AGAINST BANK UNDER THESE GENERAL TERMS AND CONDITIONS.

8. Fees. The Company shall compensate Bank for Service(s) in accordance with Bank's then applicable fee schedules and shall be liable for all taxes applicable to the Services. Bank may amend the fee schedules at any time and will give written notice to the Company of changes in fees for Service(s) then used by the Company.

9. Overdrafts; Funds Transfer; Set-off. In the event any actions by the Company should result in an overdraft in any of its accounts, the Company is responsible for repaying the overdraft immediately, without notice or demand, together with interest thereon at a rate determined in accordance with Bank's fee schedules in effect from time to time. Nothing in these General Terms and Conditions shall be deemed to constitute a commitment by Bank to extend credit or grant overdraft privileges to the Company. If Bank credits any account of the Company with any funds transfer, such credit shall be provisional until Bank receives final credit for the funds transfer through a Federal Reserve Bank or other applicable payment system. If Bank does not receive final settlement or payment, the Company must refund to Bank the amount credited for the funds transfer and Bank may charge any account the Company may have with Bank for such amount. Without limiting the foregoing, Bank has the right, in addition to all other rights and remedies available to it, to set off, without demand or notice, the unpaid balance of any amount owed it in connection with the Service(s) against any debt or deposit owing to the Company by Bank or any affiliate, or property of the Company in Bank's or affiliate's possession or control.

10. Financial Condition and Credit Limits. The Company agrees to provide financial statements (the quality of which shall be determined by Bank) for any time period requested by Bank. The Company also authorizes Bank to obtain credit reports on the Company at any time. In the event Service(s) selected by the Company result in unacceptable credit exposures to Bank or affect the amount of capital required or expected to be maintained by Bank under any law, regulation, guideline, or request from any central bank or governmental authority; or if the Company fails to provide Bank with any credit, financial or other information Bank may require from time to time, Bank may, in its discretion, immediately cancel the Services contemplated herein, or limit the Company's transaction volume or dollar amount.

11. Security Procedures. If the Service(s) are subject to security procedures, the Company shall select a security procedure from the options offered by Bank and shall name one or more authorized representatives to initiate transactions and act for the Company with respect to the Service(s). If Bank follows the security procedure the Company has chosen in acting on any Service Instruction(s) which Bank believes to be from the Company, (a) the Company shall be bound by such Service Instruction(s), whether or not the Company authorized such Service Instruction(s) and whether or not such Service Instruction(s) is suitable or "commercially reasonable" for the Company and (b) Bank shall be entitled to rely without investigation on any such Service Instruction(s). The Company agrees and understands that the security procedures are intended to confirm the authenticity of Service Instruction(s) and not to detect errors in the content of the Service Instruction(s) and Bank assumes no responsibility for detecting such errors. Bank shall have no responsibility to discover, audit or report to the Company any unauthorized disclosure or use of the security procedure or other breach of security by the Company, its agents, representatives or employees, or any third party, and all losses resulting therefrom shall be borne solely by the Company. The Company agrees that it shall be solely responsible to assure that such security procedures are followed, as they may be amended from time to time. If such procedures are violated, the Company agrees to promptly notify Bank of any such breach. The Company acknowledges that it has received and reviewed all applicable security options and procedures, has selected its preferred security procedure where applicable, and has determined that such procedures are commercially reasonable and suitable for the Company's particular circumstances.

12. Indemnification. The Company shall defend, indemnify and hold Bank, its officers, directors, agents and employees harmless from any and all liabilities, losses, damages, costs, and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel) which may be incurred by Bank relating to or arising out of these General Terms and Conditions or any applicable Service Terms and Conditions, or arising out of the fault, misconduct or negligence of the Company, its employees or agents; provided, however, that Bank shall have no right to be indemnified hereunder for losses solely and directly related to its own willful misconduct or gross negligence.

13. Term. The term of these General Terms and Conditions shall commence on the date on which the Company's accounts have been activated for use of any Service. The Company's use of the Service(s) will remain in effect unless terminated pursuant to the provisions of these General Terms and Conditions.

In addition to its rights as set forth elsewhere in these General Terms and Conditions, Bank shall have the right to terminate these General Terms and Conditions or any or all of the Services immediately without notice to the Company upon: (a) violation or breach by the Company, its officers, employees or agents, of any provision of these General Terms and Conditions, any applicable Service Terms and Conditions or the Deposit Agreement; (b) the termination of the Company's business for whatever reason; (c) the voluntary or involuntary filing of a bankruptcy petition or similar proceeding under state law with respect to the Company; (d) the Company becoming or making an assignment for the benefit of creditors; (e) Bank being required to do so by any third party, law, regulation, treaty, guideline or directive; or (f) Bank reasonably deeming itself insecure with respect to the Company's performance of any of the terms, covenants and conditions contained herein and/or in any applicable Service Terms and Conditions hereto.

In the event of any breach by the Company under these General Terms and Conditions or any applicable Service Terms and Conditions, the Company agrees to pay, in addition to fees past due, all reasonable expenses incurred by Bank in enforcing these General Terms and Conditions or any applicable Service Terms and Conditions including, but not limited to, all expenses of any legal proceedings and all reasonable attorneys' fees incurred in connection with such legal proceedings.

Without restricting the foregoing, either party may cancel these General Terms and Conditions without cause upon thirty (30) days written notice to the other party. Termination, for whatever reason, will not affect the Company's responsibility for fees and other charges that accrue prior to termination.

In the event of any termination, all fees incurred under these General Terms and Conditions or any applicable Service Terms and Conditions so terminated shall become immediately due and payable.

14. Confidentiality. The Company shall not sell, transfer, publish, disclose, divulge, furnish, display or otherwise make available any portion of any document, program, data base, security codes, tokens, personal identification numbers or other information related to the Service(s) ("Confidential Information") to others. The Company agrees to secure and protect access to the Confidential Information in a manner consistent with maintenance of Bank's rights therein and take appropriate action by instruction to its employees to satisfy its obligation hereunder. The Company shall use its best efforts to assist Bank in identifying and preventing any unauthorized use of any Service, or any portions thereof. Without limiting the generality of the foregoing, the Company shall advise Bank immediately in the event the Company learns or has reason to believe that any person who has had access to the Confidential Information, or any portion thereof, has violated or intends to violate the terms of these General Terms and Conditions or any related non-disclosure agreement. Any breach or threatened breach of this Section will cause immediate irreparable injury to Bank and the Company agrees that injunctive relief, including preliminary injunctive relief and specific performance should be awarded as appropriate to remedy any such breach without limiting Bank's right to other remedies available in the case of such a breach. The Company will, at its sole expense, cooperate with Bank in seeking injunctive or other equitable relief in the name of Bank or the Company against any third person. The Company agrees to maintain the confidentiality of any information regarding the non-public business affairs, property, method of operation, or other information relating to Bank, obtained by the Company during, prior or subsequent to the term of these General Terms and Conditions. The Company agrees that Bank owns all proprietary rights in all Confidential Information.

15. Third Parties. The Company acknowledges and agrees that Bank may provide the Services by itself or in combination with other licensors, affiliate(s), agents, third party service providers and/or independent contractors (as the same may change from time-to-time, the "Third Parties"). The Services are the property of Bank and the Third Parties and are protected by copyright and other intellectual property laws. The Services are licensed for the Company's internal banking use only, and the Company acknowledges and agrees that all right, title and interest in and to the Services and the contents thereof shall remain solely the property of Bank and the Third Parties. Bank hereby grants to the Company a revocable, non-transferable, non-exclusive, limited license to use the Services solely as provided in the Treasury Management Services Agreement. The Company has no right to sell, assign, transfer, reproduce, distribute, create derivative works of, display, publish, license, divulge, or otherwise use the Services. The Company shall implement and maintain security measures with respect to the Services that effectively restrict access to the Services only to authorized users with a need to know, and protect the Services from unauthorized use,

alteration, access, publication and distribution. In no event shall such security measures be less restrictive than those the Company employs to safeguard its most confidential information. **IN NO EVENT SHALL BANK OR ANY THIRD PARTY BE LIABLE TO THE COMPANY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA OR USE OF DATA (WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE) WITH RESPECT TO THE SERVICES.** For any Service described herein utilizing the Internet, Bank and the Third Parties do not and cannot control the flow of data to or from Bank's and the Third Party's networks and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by other parties. Accordingly, Bank and the Third Parties disclaim any and all liability resulting from or related to such events and in no event shall Bank or the Third Parties be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, the Company's ability to connect to the Internet, or Bank's or any Third Party's ability to connect to the Internet on the Company's behalf.

16. Access to Services. One or more Services may at times be unavailable to the Company, either with or without prior notice, due to maintenance, security, factors beyond Bank's reasonable control or other reasons. Bank shall have no responsibility for non-performance of one or more Service(s) caused by an event beyond its reasonable control, such as: action or inaction of governmental, civil or military authority; breakdown in communication facilities; fire; strike; lockout or other labor disputes; flood; war; riot; theft; earthquake; natural disaster; or default of common carrier or third-party vendors, suspension in payments by another financial institution, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or an emergency that prevents Bank from operating normally or other causes beyond the reasonable direct control of Bank. In such event, the Company shall be responsible for carrying out banking business through alternative channels.

17. Severability. If any provision of these General Terms and Conditions or any applicable Service Terms and Conditions shall be determined by a court of competent jurisdiction to be unenforceable, that provision shall be interpreted so as to achieve, as much as possible, the purposes intended by the original provision, and the remaining provisions of the applicable Service Terms and Conditions and these General Terms and Conditions shall continue intact.

18. Governing Law. The applicable Service Terms and Conditions and these General Terms and Conditions shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws provisions. Both parties agree that the sole jurisdiction and venue for any litigation arising out of these General Terms and Conditions or any applicable Service Terms and Conditions shall be an appropriate federal or state court located in Allegheny County, Pennsylvania; provided, however, any award, order or judgment may be entered and enforced in any court of competent jurisdiction. Both parties agree to service of process by United States Mail.

19. Complete Agreement. The parties agree that the applicable Service Terms and Conditions and these General Terms and Conditions constitute the complete and exclusive expression of the terms of these General Terms and Conditions between the parties regarding the Service(s) and the matters covered hereunder.

20. Independent Contractor. The Company agrees that in performing the Service(s) hereunder, Bank will be acting as an independent contractor and not as an employer, employee, partner, or agent of the Company.

21. Amendments. Bank may amend these General Terms and Conditions and any applicable Service Terms and Conditions at any time with or without notice to the Company.

22. Assignment. These General Terms and Conditions and applicable Service Terms and Conditions shall not be assigned or otherwise transferred by the Company without the prior written consent of Bank.

23. Authorization. The Company warrants and represents on the date hereof and on any date any Service is performed, (a) that the Company is duly organized, validly existing, and in good standing in the jurisdiction in which it is organized; (b) that there are no provisions of any law, or any formation or governing documents, or any agreement of any kind, nature or description binding upon the Company which prohibits the Company from entering into or performing under these General Terms and Conditions and applicable Service Terms and Conditions; (c) that the Company's execution and performance of these General Terms and Conditions and applicable Service Terms and Conditions has been duly authorized; and (d) that these General Terms and Conditions and applicable Service Terms and Conditions are binding obligations of the Company.

24. Waiver. Failure of a party to insist upon strict adherence to any term of these General Terms and Conditions and applicable Service Terms and Conditions on any occasion shall not deprive the forbearing party of the right thereafter to insist on strict adherence to that term or any other term in these General Terms and Conditions and applicable Service Terms and Conditions. Any waiver of a breach shall not be construed as a waiver of any subsequent breach, whether or not similar.

25. Notices. All notices required to be given hereunder or under any Service Terms and Conditions shall be effective when received if hand delivered or sent by fax, or when deposited in the United States Mail, first class postage prepaid, and addressed (i) to Bank at Three Gateway Center, Pittsburgh, PA 15222, Attn: Treasury Management, (ii) to the Company at the address specified in the Treasury Management Services Sign Up Form, or (ii) or to such other address as either party shall have specified in writing to the other.

26. Limitation of Action. No action, regardless of form, arising out of these General Terms and Conditions and applicable Service Terms and Conditions may be brought by either party more than two (2) years from the date the cause of action arose, with the exception of Bank's rights in the copyrighted, patented or trademarked property.

27. Survival. All provisions of these General Terms and Conditions and applicable Service Terms and Conditions relating to confidentiality, non-disclosure, indemnity and fees and charges shall survive the termination or expiration of these General Terms and Conditions and applicable Service Terms and Conditions.

28. Waiver of Jury Trial. BOTH THE COMPANY AND BANK HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER THE COMPANY OR BANK AGAINST THE OTHER.

29. Additional Terms and Conditions. It is agreed that all transactions will be performed in a manner consistent with any Service Instruction(s), and shall be subject to the existing Deposit Agreement of Bank as well as any amendments thereto hereafter made.

Service Specific Terms and Conditions

A. CashANALYZER Management System

1. Bank offers a computerized cash management system, "CashANALYZER", that will enable the Company to electronically access the Company's accounts, transfer funds among Company's accounts and perform other activities. CashANALYZER is owned or licensed by Bank. The Company has no claim of title to CashANALYZER. The Company desires to employ Bank's CashANALYZER and Bank agrees to provide CashANALYZER to the Company subject to these CashANALYZER Services Terms and Conditions and the General Terms and Conditions.
2. The Company shall only access CashANALYZER for its own intended business use and shall only access information pertaining to the Company's accounts with Bank of the number and type set forth in the Documentation. If the Company desires to access CashANALYZER to wire funds or perform any Automated Clearing House ("ACH") transaction, the Company shall execute the applicable Wire Transfer or ACH Services Agreement.
3. The Company may transfer funds between the Company's accounts identified in the Documentation subject to the limitations and terms set forth in any account agreements, rules and regulations for such accounts (which rules and regulations are incorporated herein by reference), and the limitations of CashANALYZER.
4. The Company may utilize Bank's CashANALYZER to transfer funds from the Company's deposit account(s) held with Bank to Bank for credit to the Company's loan account(s) with Bank by submitting through the CashANALYZER the i) account number of the deposit account(s) to be debited, ii) the amount to be debited from such deposit account(s), iii) the loan and/ or note number of the loan account(s) to be credited. Bank will endeavor to process any requests made prior to 2:00 pm ET for same day credit; all requests received after 2:00 pm ET will be processed as soon as possible but may credit the next Banking Day of Bank.

5. CashANALYZER is only to be used by the Company. In order to utilize CashANALYZER, the Company's authorized users, as set forth in the Documentation, must employ an access code which will be initially issued by Bank and must immediately be modified by the Company's authorized users upon initial use of CashANALYZER and thereafter as directed by Bank. If the Company knows or believes that unauthorized access to the CashANALYZER is, has or will occur, it shall be the Company's duty to notify Bank immediately and such notice shall not be deemed to have been received by Bank unless and until Bank acknowledges such receipt. It is expressly understood by the Company that Bank cannot assist in the prevention of unauthorized access until so notified. The Company shall have a continuing duty to protect and safeguard the CashANALYZER, and the Company will be liable to Bank for any loss, cost, expense or damage resulting from the Company's failure to do so and/or negligence in doing so.

6. The Company may utilize CashANALYZER to place and remove electronic stop payments on checks and pre-authorized paper drafts (collectively, the "Items") until further written notice to Bank as herein provided. The Company understands and agrees that it is the Company's sole responsibility to determine if the Items have been paid prior to accessing CashANALYZER for purposes of placing or removing a stop payment request. Once a stop payment request is received by Bank through CashANALYZER, the Company will have irrevocably requested that Bank honor such stop payment request and such stop payment request will be considered confirmed and binding as if in writing as to its content and authorization once Bank has had a reasonable opportunity to act thereon. In order for Bank to act upon the Company's stop payment request, the Company must provide Bank with all of the following information:

Checks:

- check amount
- check number
- check date
- payee
- account number

Pre-Authorized Paper Drafts:

- amount
- scheduled date of draft
- payee
- whether the stop relates to a specific payment or all future payments
- account number

The Company recognizes that Bank cannot process a stop payment request unless Bank is supplied with all of the required information and such information is accurate in all respects. Even slight variations are unacceptable. The accuracy and completeness of the required information for purposes of a stop payment request are the sole responsibility of the Company and the Company shall exclusively bear all risks attendant thereto. The stop payment request must be received by Bank within a reasonable amount of time for Bank to act thereon. A stop payment request will remain in effect for one (1) year from the date the stop payment request is honored by Bank and can be renewed in successive one (1) year intervals either in writing or by subsequent access to CashANALYZER provided the most recent stop payment request is still effective. If the Company is no longer utilizing CashANALYZER, or is otherwise not a customer of Bank, at the expiration of any one (1) year period, then the Company may only renew the stop payment request in a separate writing to Bank, provided the most recent stop payment request is still effective. Bank shall not be liable to the Company or its payees (and their respective heirs, legal representatives, successors and/or assigns) if Items are honored or other form of payment is made before Bank can process the stop payment request completely or if any required information is incomplete, inaccurate, input incorrectly or in error.

B. Zero Balance Account Services

1. The Company desires to employ Bank's Zero Balance Account ("ZBA") system to facilitate its cash management process and Bank agrees to provide ZBA to the Company subject to these Zero Balance Account Services Terms and Conditions and the General Terms and Conditions.

2. The Company authorizes Bank to open for the Company (under its Tax ID Number) a new account, which will be designated as the Tier I Account and which will be the only account in Tier I. Tier I shall be the highest tier. Bank will provide as many tiers below the Tier I Account as the Company may designate. The Company and its subsidiaries can elect to group subsidiary accounts in the lower tiers. These Zero Balance Account Terms and Conditions anticipate that the Company will designate no more than three (3) tiers, but the Company can, with the consent of Bank, set up additional tiers.

3. All funds deposited into any account in the Company's ZBA system are consolidated into the Tier I Account throughout the day. Bank will automatically transfer into the Tier II account(s), and through the Tier II account(s) into the Tier III account(s), if necessary, funds sufficient to pay any items drawn on the Tier II and Tier III account(s), provided that there are adequate collected and available funds in the Tier I Account to pay such items. Bank is not obligated to create an overdraft and may return items unpaid.

4. Bank, in its sole discretion, may accept for payment items which may result in an overdraft of a ZBA Account. The Company hereby agrees to repay such amounts with interest thereon at the highest prevailing rate permitted to be charged by Bank. In no event shall Bank have a duty to pay any items when insufficient or uncollected funds are available in a ZBA Account.

5. The Company understands that the ZBA system will co-mingle the funds of all the listed accounts, regardless of Tax ID number, into the Tier I Account.

6. The accounts designated by the Company as Tier II and Tier II accounts are set forth in the Documentation.

7. To the extent that any accounts designated as Tier II or Tier III are the accounts of subsidiaries of the Company, all such subsidiaries must execute a ZBA Addendum/Maintenance Form, and agree to be bound by its terms and by the terms of the Treasury Management Services Terms and Conditions, a copy of which has been or will be provided to all such subsidiaries by the Company.

C. Employer Payroll Card Services

1. The Company desires to employ Employer Payroll Card Services system and Bank agrees to provide services to the Company subject to these Employer Payroll Card Services Terms and Conditions and the General Terms and Conditions.

2. The Company acknowledges that Bank and certain third party providers (as the same may be changed from time-to-time, the "Providers") will provide the Company with branded Payroll Cards (collectively, "Payroll Cards") for distribution to the Company's employees for payroll purposes. In accordance therewith, the Company will receive a password and username in order to gain access to the Provider's website for the purpose of enrolling employees in the Payroll Card program.

3. The Company hereby represents and warrants that it will keep the Payroll Cards in a safe and secure location and will permit only authorized persons to have access to the Payroll Cards. The Company further represents and warrants that it will safeguard and maintain the integrity of its username and password and will permit only authorized users to gain access to the Provider's website. The Company hereby assumes all responsibility and liability for any unauthorized use of or access to the Payroll Cards and/or the Provider's website.

4. The Company hereby represents and warrants that, in accessing the Provider's website, it will input the correct and accurate information and data with respect to each of the Company's employees who receives a Payroll Card ("Cardholder Data"). The Company further represents and warrants that it will safeguard and maintain the confidentiality of each Payroll Card number when such Payroll Card is distributed to the Company's employee. The Company hereby assumes all responsibility and liability resulting from Employer's input of inaccurate Cardholder Data or any unauthorized access to Payroll Card numbers.

D. Courier Connection Services

1. The Company desires to employ Courier Connection Services and Bank agrees to provide services to the Company subject to these Courier Connection Services Terms and Conditions and the General Terms and Conditions.

2. Bank has arranged for certain couriers, including, but not limited to, United Parcel Service ("UPS") and Federal Express ("Couriers" or "Courier") to make their express shipping services available to the Company ("Courier Connection"). The Couriers will make envelopes for their express mail service available to the Company. The Company

will pay Bank a fee for each Courier envelope used by the Company, which fee will be determined by Bank from time-to-time.

3. Bank agrees to accept deposits from the Company which shall be delivered directly to Bank's operations center which is currently located at 2700 Liberty Avenue, Pittsburgh, PA 15219 ("Operations Center") by Courier. The Company may place their envelopes in any Courier box at any time prior to the last pick up of the day, as posted on the Courier box, for delivery to the Operations Center by 3:00 PM the following Banking Day.

4. The Company understands and agrees that the Company's delivery of its deposits to a Courier does not constitute the making of a deposit with Bank. Deposits shall not be deemed to have been made until the date the deposit items are actually received by Bank at its Operations Center. Bank will process the deposit items on the date they are actually received, provided that Bank actually receives the deposited items no later than 3:00 PM on the date of receipt. Deposit items received after 3:00 PM will be processed as of the following Banking Day. Bank will not mail deposit receipts; deposits will be verified on CashANALYZER. The Company shall make and retain copies of all deposit items placed in Courier envelopes for Courier Connection, until the delivery and processing of the deposit items has been verified on CashANALYZER.

5. The Company agrees that it can only deposit checks, money orders and similar items by Courier. The Company cannot deposit cash by Courier.

6. Bank shall not be liable for claims, damages, losses or costs of any kind caused by any act or omission of any Courier or any other third party, whether or not such party was chosen by Bank to provide Courier Connection services or any other services. In particular, the Company agrees that Bank shall have no liability or responsibility for claims, damages, losses or costs of any kind that occur in transit from the Company to Bank's Operations Center via Courier. The Company's election to deliver deposits by Courier is voluntary and the Company agrees that it shall look only to itself, the Courier or other liable third parties for claims, damages, losses or costs of any kind that may occur in transit and the Company hereby waives and releases Bank from any liability for any such claims. The Company shall be deemed to be the "shipper" for all Courier deliveries and all such deliveries through Courier shall be subject to the terms, conditions and limitations set forth in the Courier waybill (or similar document) applicable to each such delivery.

7. Bank may elect from time to time to designate express carriers other than UPS or Federal Express to replace existing Couriers or as additional carriers together with any existing Couriers, from which Bank will accept deposits at its Operations Center. These Courier Connection Services Terms and Conditions shall apply to any replacement or additional express carriers to the same extent and in the same manner as it applies with respect to any other Couriers.

E. Remote Deposit Services

1. Bank agrees to provide to the Company Bank's Remote Deposit Services, which enables the Company to submit to Bank, for deposit to the Company's account(s), electronic check images and associated information ("Check Images") in lieu of the original checks from which such Check Images were obtained, provided, however, that any original check in excess of \$250,000.00 (or such other amount as the Company and Bank may agree upon in writing) must be deposited at a Bank branch. All Check Images must meet the then current format, specifications and terms and conditions required by the then current Remote Deposit Customer Procedures provided by Bank, as the same may be amended or revised from time-to-time. The Remote Deposit Services are subject to these Remote Deposit Services Terms and Conditions and the General Terms and Conditions.

2. The Company must obtain certain equipment, computer software and telecommunication services to use the Remote Deposit Services. Bank is not in the business of providing such equipment, software and services, but will, from time to time, notify the Company of the specifications and manufacturers for such equipment, software and services, and may, from time to time offer a rental program on the equipment as a convenience to its customers. As between Bank and the Company, the Company is purchasing or renting the equipment **AS IS, WHERE-IS**. The Company acknowledges and agrees that Bank does not represent the manufacturer or vendor of the equipment. **BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.** The Company agrees that any

claims relative to the equipment shall be made solely against the manufacturer or vendor, **AND IN NO EVENT WILL BANK BE LIABLE FOR DAMAGES ARISING, DIRECTLY OR INDIRECTLY, FROM THE EQUIPMENT, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT.** The Company hereby assumes and agrees to bear the entire risk of loss relating to the equipment from any cause whatsoever. No such loss to the equipment shall relieve the Company from its obligation to pay Bank under these Remote Deposit Services Terms and Conditions.

3. Bank has established certain Customer Procedures for Remote Deposit (“Procedures”), a copy of which is attached at the end of these Remote Deposit Services Terms and Conditions and which Bank may modify or amend from time to time in its sole discretion. Any such modifications or amendments shall be provided to the Company and shall be effective from the date that Bank deems them to be effective. Bank shall have the right, upon reasonable notice, to come to the Company’s place of business to inspect and audit the Company’s records and facilities to assure compliance with the Procedures. Bank shall inspect and monitor Check Images to assure compliance with the Procedures.

THE COMPANY UNDERSTANDS AND AGREES THAT IT MUST STRICTLY COMPLY WITH THE PROCEDURES AND THE COMPANY FURTHER AGREES THAT IT WILL BE SOLELY LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND TO THE COMPANY, BANK OR ANY THIRD PARTY RESULTING FROM THE COMPANY’S FAILURE TO COMPLY WITH THE PROCEDURES.

THE COMPANY UNDERSTANDS AND AGREES THAT IT HAS THE EXCLUSIVE RESPONSIBILITY OF SAFEGUARDING AND MAINTAINING THE SECURITY AND CONFIDENTIALITY OF ALL ORIGINAL CHECKS DEPOSITED THROUGH THE REMOTE DEPOSIT SERVICES AND SHALL BE SOLELY LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND TO THE COMPANY, BANK OR ANY THIRD PARTY RESULTING FROM THE COMPANY’S FAILURE TO MAINTAIN THE SECURITY AND CONFIDENTIALITY OF SAID ORIGINAL CHECKS.

THE COMPANY UNDERSTANDS AND AGREES THAT IT HAS THE EXCLUSIVE RESPONSIBILITY OF SAFEGUARDING AND MAINTAINING THE SECURITY AND CONFIDENTIALITY OF ANY PERSONAL IDENTIFICATION NUMBERS, PASSWORDS, CODES, TOKENS OR SIMILAR SECURITY DEVICES FOR USE IN CONNECTION WITH THE REMOTE DEPOSIT SERVICES AND THE COMPANY SHALL NOT HOLD BANK LIABLE FOR ANY DAMAGES OF ANY KIND TO THE COMPANY, BANK OR ANY THIRD PARTY RESULTING FROM THE COMPANY’S DISCLOSURE (WHETHER INTENTIONAL OR UNINTENTIONAL) OF SUCH INFORMATION OR DEVICES TO THE COMPANY’S OFFICERS, AGENTS OR EMPLOYEES AND/OR ANY THIRD PARTY (WHETHER OR NOT AN AGENT OF THE COMPANY’S).

4. The Company agrees and acknowledges that:

A. The Company shall submit Check Images to Bank in such format, and with such associated check information, as Bank may specify from time to time in the Procedures.

B. Check Images will be deemed to have been deposited as provided in the Procedures. All deposits shall be deemed to have been made at Pittsburgh, Pennsylvania. All Check Images shall be deemed to be “items” under Federal Reserve Regulation CC and the Pennsylvania Uniform Commercial Code (“UCC”) and the parties agree that Regulation CC, other applicable Federal regulations and circulars and the UCC shall apply to and govern all transactions relating to Check Images transmitted hereunder to the same extent that they would govern such transactions if they had been processed as paper items rather than Check Images.

C. Availability of deposits is based on Bank’s normal availability schedule as in effect from time to time unless Bank and the Company have agreed on a different availability schedule.

D. Bank reserves the right to reject any single Check Image or group of Check Images for any reason, before or after confirmation.

E. Bank will not be responsible or liable in any manner for any deficiency caused in whole or in part by inaccurate or otherwise deficient data programs, equipment or communication facilities provided by the Company or third parties.

- 5.** The Company warrants and represents, with respect to each Check Image submitted to Bank, that:
- A.** The Check Image accurately represents all of the information on the front and back of the original check, and that all such information is legible on the Check Image.
 - B.** All Check Images deposited using the Remote Deposit Services are made payable to the Company, that all signatures, including endorsements, on each check are authentic and authorized, and that each check has not been altered.
 - C.** Neither the Company nor any other person has presented or will present the original check, a substitute check based on the original check, or a paper or electronic representation or image of the original check for payment or deposit to Bank, if the original check, a substitute check based on the original check, or a paper or electronic representation or image of the original check has already been presented to a third party.
 - D.** Neither the Company nor any other person has presented or will present the original check, a substitute check based on the original check, or a paper or electronic representation or image of the original check for payment or deposit to any third person, if the original check, a substitute check based on the original check, or a paper or electronic representation or image of the original check has already been presented to Bank.
 - E.** No person will be asked to make a payment on a check (or a substitute check, or a paper or electronic representation or image of such check) that the person has already paid.
- 6.** The Company agrees to pay Bank, or shall cause Bank to be paid, for the Remote Deposit Service provided hereunder in accordance with Bank's fee schedule in effect from time-to-time, and which Bank may modify or amend from time-to-time in its sole discretion. The Company also agrees to pay all costs and expenses incurred by Bank in discharging its obligations hereunder.
- 7.** The Company shall and hereby does indemnify and hold harmless Bank, its officers, directors and employees from and against any and all claims, demands, proceedings, losses, liabilities, expenses, including attorney's fees, and damages including consequential, special and punitive damages directly or indirectly against Bank arising out of or related to these Remote Deposit Services Terms and Conditions and the General Terms and Conditions, including, but not limited to, (i) Bank's performance of the Remote Deposit Services or (ii) the Company's breach or alleged breach of any of its warranties or obligations under these Remote Deposit Services Terms and Conditions and the General Terms and Conditions. Anything to the contrary herein or in the General Terms and Conditions notwithstanding, the rights and obligations set forth in this Section shall supplement the General Terms and Conditions and shall not be deemed to negate or in any way limit the provisions of the General Terms and Conditions.
- 8.** The Company acknowledges that Bank's security systems and procedures established for providing the Remote Deposit Service are commercially reasonable, and, in particular, are commercially reasonable for the Company's circumstances.
- 9.** In addition to the notification requirements set forth in the General Terms and Conditions, if the Company discovers any discrepancy, unauthorized transaction or error by means other than review of a statement, notice or transaction confirmation supplied by Bank, the Company shall notify Bank of such discrepancy, unauthorized transaction or error in or related to the Remote Deposit Services as promptly as practicable, and in any event within one Banking Day after the earliest discovery thereof. Failure of the Company to notify Bank of any such discrepancy, unauthorized transaction or error within one Banking Day of such discovery shall relieve Bank of any and all liability for any losses resulting from the Company's failure to timely report.
- 10.** Bank shall not be liable for any unauthorized act of any of the Company's officers, employees, directors, former employees, agents, successors, assigns or other persons affiliated with the Company.
- 11.**
- A.** Bank shall have no liability to the Company, or any other person or entity for any loss, damage, cost, or expense arising out of these Remote Deposit Services Terms and Conditions or the Remote Deposit Services, except as provided by applicable law, for any error or delay in performing the Remote Deposit Services

provided for in these Remote Deposit Services Terms and Conditions, and shall have no liability for not effecting a deposit, if:

- The ownership of funds involving a deposit or the authority of the Company or its representative to transmit the deposit is in question;
- Bank suspects a breach of any security procedures;
- Bank suspects that the Company account has been used for illegal or fraudulent purposes; or
- Bank reasonably believes that a deposit is prohibited by federal law or regulation, or otherwise so provided in these Remote Deposit Services Terms and Conditions.

B. The remedies set forth in these Remote Deposit Services Terms and Conditions constitute the sole and exclusive remedies for the Company at law and in equity. Bank's maximum liability for damages to the Company, from any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence, will be limited to the lesser of (1) \$10,000, (2) the total amount payable for the Remote Deposit Services during the 12 months before the cause of action arose, or (3) the damages incurred.

12. Neither party may bring an action, regardless of form, arising out of these Remote Deposit Services Terms and Conditions more than one year after the event giving rise to the cause of action except in the case of nonpayment, in which the applicable statute of limitation for collection actions will be applicable.

F. Escrow Management Account Services

1. Bank agrees to provide to the Company Bank's Escrow Management Account Services. The Escrow Management Account Services are subject to these Escrow Management Account Services Terms and Conditions, the General Terms and Conditions and the CA Agreement.

2. Bank and the Company acknowledge and agree that the CashANALYZER Management System Terms and Conditions, all exhibits and schedules thereto and all documents referenced therein (collectively the "CA Agreement") between the parties hereto is an integral part of these Escrow Management Services Terms and Conditions and the CA Agreement is incorporated by reference as if fully set forth herein. The Company further acknowledges and agrees that these Escrow Management Services Terms and Conditions do not exist independent of the CA Agreement and these Escrow Management Services Terms and Conditions shall be interpreted as supplementing the covenants, terms and conditions of the CA Agreement, as each may be amended from time to time in accordance with their respective terms. Any conflict between the terms of these Escrow Management Services Terms and Conditions and the CA Agreement shall be resolved in favor of the CA Agreement, except as specifically provided herein.

3. The Escrow Management Account includes the Master Account and all SubAccounts created and linked to the Master Account. Each Master Account and all SubAccounts linked to the Master Account will receive a separate monthly statement that will be distributed to the Company in accordance with the then existing Bank procedures regarding account statements. Once the Master Account is opened, the Company may open up the SubAccounts. The Company will designate at the time of opening a SubAccount whether or not such SubAccount is either an interest or non-interest bearing account. For interest bearing accounts, the interest rate to be paid is set by Bank from time to time and may change with or without notice to the Company.

4. In order to open a SubAccount, the Company must log into CashANALYZER and comply with the then existing requirements. For interest bearing accounts, the tax liable party of the funds deposited in the SubAccount (the "Client") must sign a Request for Taxpayer Identification Number and Certification (W-9) and the Company must provide a copy of the same to Bank prior to such SubAccount being opened. By submitting the W-9, the Company represents and warrants to Bank that (1) it identified the Client using one of the following forms of unexpired identification: a valid state issued driver's license, state issued identification card, U.S. passport (or a foreign passport for a non-resident alien only) or a U.S. Military ID, and (2) that the Client's signature is genuine, and if signed in a representative capacity, was

signed by an individual with a valid power of attorney or who is authorized to make the certification on behalf of the Client. To the extent that the Client does not possess one of the forgoing forms of unexpired identification, the Company shall contact Bank prior to opening any SubAccount for such Client. The Company represents and warrants to Bank that it has authority to establish and operate each SubAccount on behalf of the Client.

- 5.** The Company is solely responsible for transferring funds to and from the Master Account and the appropriate SubAccounts. All withdrawals and transfers affecting the SubAccounts shall be made through the Master Account. If the Company desires to make a withdrawal from, or close a SubAccount, via the Master Account, it must complete such transaction via Bank's CashANALYZER Management System. Incoming funds transfer payment instructions, including FedWire, Automated Clearing House (ACH), or any other funds transfer system in which Bank is participating, must identify the Master Account and SubAccount number (if applicable).
- 6.** Bank reserves the right to close one or more SubAccounts or all SubAccounts and the Master Account at any time.
- 7.** Each authorized signer on the Master Account is authorized to transact in each SubAccount. The Company authorizes Bank to rely on any request that it believes in good faith to be both genuine and authorized or signed by an authorized signer. The Company is responsible for informing the Client that it is not authorized to transact business in any SubAccount.
- 8.** If a check or other deposited item is returned unpaid to Bank or Bank does not receive final payment on any provisional credit paid to the Company, and the Master Account does not contain sufficient funds to cover the returned item or revocation of provisional credit or otherwise has a negative balance, then the Company agrees to immediately deposit funds into the Master Account to cover the returned item, upon Bank's oral or written demand. The Company also authorizes Bank to charge any other account maintained by the Company with Bank for any unpaid item, revocation of provisional credit or negative balance.
- 9.** The Company acknowledges and agrees that the current fees and charges applicable to the Escrow Management Account have been provided to the Company upon opening of the Master Account. Bank may change the fees and charges from time-to-time with or without notice of the changes to the Company. At any time, the Company may contact the Treasury Management department at Bank for a list of the most current fees and charges applicable to Escrow Management Accounts.
- 10.** Bank will provide interest reporting information for the Escrow Management Account and send year-end tax reporting information for the SubAccounts directly to the Clients. Such tax reporting information will be sent to the last address shown on Bank's records for the Client. The Company covenants to keep Bank apprised of any changes in the Client's address.
- 11.** In the event that Bank receives a claim to a SubAccount from the Client or another third party, Bank may restrict the use of the SubAccount until it receives a dispositive court order or any other resolution that Bank, in its sole discretion, deems satisfactory. The Company has the responsibility to verify that the Escrow Management Account satisfies any legal requirement applicable to the Company's business.
- 12.** The relationship between the Company and Bank is that of a creditor and debtor only. Under no circumstances shall Bank be deemed to be acting as an escrow agent, agent, trustee or other relationship imposing any fiduciary duties or responsibilities on Bank of any kind. Any and all escrow services and the corresponding fiduciary duties and responsibilities associated therewith shall be the sole responsibility of the Company and shall remain between the Company and its Clients. Different states may impose different obligations on escrow agents, and the Company remains solely responsible for performing and discharging such obligations. These Escrow Management Terms and Conditions do not and are not intended to confer any rights or remedies upon any person (including, but not limited to, any Clients) other than the Company and Bank.
- 13.** Bank reserves the right to modify these Escrow Management Terms and Conditions at any time, including, but not limited to, the right to convert the Company's Escrow Management Account and all SubAccounts from one product to another. Modification or changes in interest rates on interest-bearing SubAccounts shall be made at Bank's sole discretion.

G. Positive Pay Services

1. Positive Pay Services. Bank agrees to provide the Company with Positive Pay Services, as described herein, with respect to the account(s) listed in the Documentation. The Company will provide to Bank all information required in the Documentation and any other information reasonably required by Bank to implement the Positive Pay Services. The Positive Pay Services are subject to these Positive Pay Services Terms and Conditions, the General Terms and Conditions and the CA Agreement.

2. Incorporation of CashANALYZER Management System Agreement by Reference. Bank and the Company acknowledge and agree that the CA Agreement between the parties hereto is an integral part of these Positive Pay Services Terms and Conditions and the CA Agreement is incorporated by reference as if fully set forth herein. The Company further acknowledges and agrees that these Positive Pay Services Terms and Conditions do not exist independent of the CA Agreement and these Positive Pay Services Terms and Conditions shall be interpreted as supplementing the covenants, terms and conditions of the CA Agreement, as each may be amended from time to time in accordance with their respective terms. Any conflict between the terms of these Positive Pay Services Terms and Conditions and the CA Agreement shall be resolved in favor of the CA Agreement, except as specifically provided herein.

3. Definitions. The terms designated below shall have the following meanings:

A. Positive Pay Account (“Positive Pay Account”) - the checking account(s) listed in the Documentation. If more than one account is listed, the term “Positive Pay Account” shall be deemed to refer to any and all such accounts listed, as appropriate.

B. “ACH Items” – any electronic transfer of funds from or through any Positive Pay Account to accounts maintained at Bank and other financial institutions, by transmitting debit or credit entries utilizing the capabilities of the National Automated Clearing House Association (“NACHA”), correspondent banks, Federal Reserve Banks and other automated clearing house associations (“ACH associations”).

C. “Available Funds” - only those funds on deposit in a Positive Pay Account that are available for withdrawal under applicable law and Bank’s then current funds availability policies.

D. “Items” - all checks and drafts drawn on a Positive Pay Account and presented to Bank by the Federal Reserve Bank on any Banking Day and any ACH Item, but not including OTC Items.

E. Over the Counter Items (“OTC Items”) - checks or drafts presented to Bank for payment over the counter in a Bank branch.

F. “Exception Item” – an Item that does not match any Item included in the Issued Item Database.

G. “Issued Item Database” – a Company established database that contains a description of all valid Items drawn or initiated by the Company on a Positive Pay Account.

H. “Exception Item Report” – a report describing Exception Items provided by Bank to the Company through Bank’s CashANALYZER.

I. “Pay/Return CashANALYZER Screen” – a CashANALYZER screen format on which the Company will indicate Pay/ Return Requests.

J. “Pay Request” – the instructions of the Company to Bank, in a form acceptable to Bank ordering Bank to pay an Exception Item.

K. “Return Request” – the instructions of the Company to Bank, in a form acceptable to Bank, ordering Bank to return an Exception Item.

L. "Reconciliation Database" – a record of the Company activity on a Positive Pay account including but not limited to paid checks, outstanding checks, stop payments, void and canceled items and ACH items.

M. "Mainframe Transmission" – a Company file for Positive Pay activity sent to Bank in an automated format via a Mainframe computer.

N. "File Transfer Server" – a Company file for Positive Pay activity sent to Bank in an automated format via a Personal Computer.

O. "Exception Item Response Time" – time deadline for responding to Positive Pay Exception Items, as set forth on the schedule attached to these Positive Pay Services Terms and Conditions.

P. "Reverse Positive Pay" – use of positive pay services where the Company has chosen not to create and maintain an Issued Item Database and therefore all items are reported on the Exception Item Report as Exception Items.

4. Issued Item Database.

A. The Company will create and maintain the Issued Item Database by entering all Items on Bank's CashANALYZER Management System, or by transmitting the same via the File Transfer Server or Mainframe Transmission. The Company may void any Item on the Issued Item Database at any time prior to its payment by Bank.

B. Bank will store the Issued Item Database. The Issued Item Database shall include at a minimum: (i) for checks: the Positive Pay Account number, date, check number and amount of each check or draft, and (ii) for ACH items: the originating company identification number ("ACH Number") and amount of each ACH Item. The Issued Item Database may also include, with respect to each Item, such other information, including, by way of example, the payee, as the Company may desire to include.

5. Payment of Presented Items and Reporting of Exception Items. Bank shall compare each presented Item by date, check number or ACH number and amount against the Issued Item Database and on each Banking Day Bank: (i) is authorized to pay, from the designated Positive Pay Account(s), each presented Item that matches by date, check number or ACH number and dollar amount, any Item shown on the Issued Item Database; or (ii) shall provide to the Company, an Exception Item Report specifying the check number or ACH number and dollar amount of any Exception Item received on that Banking Day.

6. Payment and Dishonor of Exception Items. Bank will pay or return Exception Items in accordance with the Default Option chosen by the Company as indicated in the Documentation and subject to the following terms and conditions **(BANK RECOMMENDS THAT THE COMPANY CHOOSE THE RETURN DEFAULT OPTION):**

A. Return Default - If the Company has chosen the Return Default Option to apply to any or all of the Exception Items of a Positive Pay Account, Bank shall return any Exception Item drawn on that Positive Pay Account that falls within the parameters of said Return Default Option, unless the Company instructs Bank to pay the Exception Item, by a Pay Request entered on CashANALYZER prior to Bank's designated Exception Item Response Time. Upon timely receipt of a Pay Request, Bank shall pay any Item adequately identified in the Pay Request.

B. Pay Default - If the Company has chosen the Pay Default Option to apply to any or all of the Exception Items of a Positive Pay Account, Bank is authorized to pay any Exception Item drawn on that Positive Pay Account that fall within the parameters of said Pay Default Option, unless the Company instructs Bank to return the Exception Item, by a Return Request entered on CashANALYZER prior to Bank's designated Exception Item Response Time. Upon timely receipt of a Return Request, Bank shall return any Item adequately identified in the Return Request.

7. Reporting Contingency. In the event that Bank's CashANALYZER, File Transfer, Mainframe Transfer or any other online or electronic transfer system employed by Bank to communicate Exception Item Reports becomes incapacitated for any reason, Bank reserves the right to communicate Exception Item Reports by facsimile, e-mail or any form of paper report by whatever means of delivery Bank deems most efficient.

8. Liability and Remedies.

A. The Company agrees that Bank shall be conclusively deemed to have discharged Bank's duties to act in good faith and to exercise ordinary care if Bank has complied with these Positive Pay Services Terms and Conditions, including applicable security procedures, when it pays or returns an Item or an Exception Item.

B. The Company agrees that the provisions of these Positive Pay Services Terms and Conditions provide the Company with a commercially reasonable security procedure with respect to ACH transfers under Pennsylvania's Uniform Commercial Code ("UCC").

C. If Bank honors an Exception Item in accordance with any Pay Default Option selected by the Company or in accordance with any Pay Request issued by the Company, such honor shall be rightful and the Company waives any right it may have to assert that the Exception Item was not properly payable under the UCC.

D. If Bank dishonors an Exception Item in accordance with any Return Default Option selected by the Company or in accordance with any Return Request issued by the Company, such dishonor shall be rightful and the Company waives any right it may have to assert that the dishonor of the Exception Item was wrongful under the UCC.

E. Subject to the damages limitations set forth in the General Terms and Conditions, Bank's liability for wrongful honor or dishonor of an Item or an Exception Item shall be governed by the applicable provisions of UCC Articles 3 and 4, and provided that, the foregoing notwithstanding, Bank shall in no event be liable to the Company for (a) wrongful dishonor when Bank, acting in good faith, returns an Item or an Exception Item (i) that Bank reasonably believes was not properly payable, or (ii) if there were insufficient Available Funds in the designated Positive Pay Account, or (iii) if Bank is required to do so by service of legal process or based on the instructions of regulatory, government or judicial authorities, or (b) wrongful honor of an Item or Exception Item where the Company (i) failed to exercise ordinary care under applicable provisions of the UCC, or (ii) sustained no actual damages.

F. Bank shall not be responsible for detecting any Company error contained in the Issued Item Database, a Pay Request or a Return Request, nor will Bank be liable for losses or damages arising out of any errors in the Issued Item Database, a Pay Request or a Return Request.

9. Bank, in its sole discretion, may accept for payment Items or Exception Items which may result in an overdraft of a Positive Pay Account. The Company hereby agrees to repay such amounts with interest thereon as provided in the General Terms and Conditions. In no event shall Bank have a duty to pay any Items or Exception Items when there are not available funds in a Positive Pay Account.

H. Electronic Business Bill Payment Services

1. Bill Payments. The Company is hereby granted the use of CashANALYZER for purposes of paying the Company's business debts electronically. The Company may initiate instructions for bill payments to Bank via CashANALYZER from time-to-time as and when the Company may desire subject to the terms of these Bill Payments Services Terms and Conditions, the General Terms and Conditions and the CA Agreement. All such transmissions by the Company are referred to herein as "Bill Payments". Bank recommends that the Company utilize dual control (requiring at least two (2) different individuals to initiate and confirm transactions) with respect to the setup and use of the Electronic Business Bill Payment Services.

The Company acknowledges and agrees that it may not pay (or permit to be paid) non-business debts through use of this service and that this service cannot be used to pay or process the Company's payroll. This service is limited to Bill Payments to Merchants (as hereinafter defined) of the Company. The Company agrees that it will not pay, attempt to pay

or suffer or permit payment (i) to any Merchants or (ii) individual, of any debts, not expressly permitted herein and that it shall so inform the Users (as hereinafter defined). Should the Company or any of the Users breach (or attempt to breach) the terms of these Bill Payments Services Terms and Conditions, Bank shall have the immediate right to terminate the Company's use of CashANALYZER and/or this Bill Payments module.

2. Incorporation of CashANALYZER Agreement by Reference. Bank and the Company acknowledge and agree that the CA Agreement between the parties hereto is an integral part of these Bill Payments Services Terms and Conditions and the CA Agreement is incorporated by reference as if fully set forth herein. The Company further acknowledges and agrees that these Bill Payments Services Terms and Conditions do not exist independent of the CA Agreement and these Bill Payments Services Terms and Conditions shall be interpreted as supplementing the covenants, terms and conditions of the CA Agreement, as each may be amended from time to time in accordance with their respective terms. Any conflict between the terms of these Bill Payments Services Terms and Conditions and the CA Agreement shall be resolved in favor of the CA Agreement, except as specifically provided herein.

3. Additional Terms. The Company's Bill Payments shall be governed by the following additional terms, in addition to those terms and procedures contained in the CA Agreement and/or otherwise applicable to use of CashANALYZER:

A. Definitions.

"Deposit Account" as used herein shall mean a checking, or savings account held at Bank for which the Company has authorized, from time to time, that it be debited for purposes of making Bill Payments. The Company's authorization shall be contained on such forms or other medium as Bank shall from time to time require.

"Merchant" shall mean any business, individual, company, entity or third party designated by the Company and permitted by Bank as a payee for Bill Payments and includes Bank when the Company makes Bill Payments to Bank.

"Collected or available funds" or **"collected or available balance"** shall mean only those moneys which Bank can invest and which are not otherwise subject to any account hold(s).

B. Authorization. The Company hereby authorizes Bank to initiate Bill Payments from any Deposit Account from time to time maintained by the Company with Bank. The Company grants permission to those agents or employees identified in the Documentation (which is incorporated herein by reference and which may be amended upon written agreement of the parties from time to time) to access Bank's CashANALYZER Management System and initiate Bill Payments. Bank reserves the right to limit the types of deposit accounts, which are available for Bill Payments. To ensure that Bill Payments are received promptly, the Company agrees to originate them via CashANALYZER and to fund the Deposit Account from which Bill Payments are to be made at least 5 Banking Days before the Effective Date (as hereinafter defined).

C. Merchant Authorization. The Company must designate via the CashANALYZER Management System Merchants to which it wishes to make Bill Payments. The Company shall supply Bank with account numbers, addresses or other information that may be needed so that Bill Payments may be properly executed, transmitted and processed by Bank and credited by the Merchant. If any account numbers or other information changes or if additions or deletions to designated Merchants are necessary, Bank requires notice of such changes not less than 7 Banking Days in advance of the date of change. All of such changes shall be submitted to Bank in accordance with the procedures provided in the CA Agreement. Bank reserves the right to refuse to allow the designation of any particular Merchant or class of Merchants, in its sole discretion.

D. Additional Instructions. Bank may, from time to time, supply the Company with instructions separate from these Bill Payments Services Terms and Conditions and/or the CA Agreement. Such instructions may be delivered either in writing or may be included, as applicable, as part of CashANALYZER. The Company agrees to comply with all such instructions.

E. Transaction Limitations. Bank reserves the right to decline, from time to time, to process the Company's request for Bill Payments (1) if the Company does not have sufficient available funds in the applicable Deposit Account from which a Bill Payment is requested to be funded, (2) if the Company breaches any of the terms of these Bill Payments Services Terms and Conditions or the CA Agreement or Bank reasonably believes that such a breach will occur, or (3) in accordance with the terms of the CA Agreement. For security reasons, Bank may limit the number, amount or timing of Bill Payments which it will process in accordance with the Company's instructions. Bank may also implement limits on amounts that may be transferred to any Merchant over a specified period of time. Certain transfer restrictions for certain types of Deposit Accounts (as identified in the applicable Account Information Schedule) may apply to Bill Payments. Bank also reserves the right to establish minimum and maximum amounts of each Bill Payment or to discontinue or cancel any recurring Bill Payments.

F. When Bill Payments Are Made. Bank will endeavor to withdraw funds immediately for same day Bill payments and on the date requested from the designated Deposit Account, or as promptly thereafter as possible (the "Effective Date"). Bank shall not be required to process or attempt to process Bill Payments more than once on the Effective Date and the Company must maintain sufficient collected or available funds in the Deposit Account to fund Bill Payments as of the day before the Effective Date. Any new authorization or changes and all previous authorizations (including those which are recurring) for Bill Payments will remain in effect until: (1) the Company and Bank agree in writing to any changes, (2) the collected or available balance in the designated Deposit Account on the Effective Date is insufficient to fund any Bill Payment, or (3) the designated Deposit Account is closed. If the collected or available balance in the designated Deposit Account is insufficient to fund any Bill Payment (whether due to account closure or otherwise), a service charge may be assessed and Bank shall have no further obligation with respect to processing such Bill Payment.

G. Stopping or Changing Bill Payments. In order to stop or change a Bill Payment (whether recurring or otherwise), the Company must notify Bank via CashANALYZER in accordance with the terms of the CA Agreement and Bank must receive such notice at least one Banking Day before the Effective Date.

H. Records of Bill Payments. Processed Bill Payments will be reflected on the Company's monthly accounts statements and/or accessible via CashANALYZER. The Company shall promptly notify Bank if any record of Bill Payments received or accessible by the Company are (or are believed to be) incorrect or reflect unauthorized activity. In the event the Company is notified by any Merchant that a Bill Payment was not completed or remains unpaid (in whole or in part), the Company shall promptly notify Bank. The Company acknowledges that (i) Bank cannot assist in preventing loss to the Company and in addressing errors without the Company's assistance and (ii) the Company must promptly and consistently verify its Bill Payments activity.

I. When Notice is Received. Any notice required or permitted by these Bill Payments Services Terms and Conditions shall be deemed received by Bank when it acknowledges receipt via CashANALYZER and it has had a reasonable opportunity to act thereon or respond thereto.

Any notice required or permitted by these Bill Payments Services Terms and Conditions shall be deemed received by the Company upon the earlier of transmission to the Company (a) via CashANALYZER, (b) via facsimile, or (c) 3 days after mailing via regular U.S. Mail, postage prepaid, to the Company at the address for the Company from time to time reflected in Bank's records. This subclause shall control over any inconsistent provision contained in the CA Agreement, to the extent of any inconsistency.

4. Fees and Charges. The Company agrees to pay to Bank its standard fees and charges for submitting Bill Payments to Bank, as the same may be amended from time-to-time in Bank's sole discretion. The Company's obligation to pay any such fees and charges shall be as provided in the CA Agreement.

5. Non-Liability, Indemnity, Remedies and Risk of Loss. The Company acknowledges that Bill Payments may be transmitted to Bank via the Internet/World Wide Web and that no computer system (including those which interact with the Internet/World Wide Web) is fool-proof, error-free or absolutely resistant to attack, the interception or alteration of data or other harmful or wrongful acts by third parties. Bank shall not be liable to the Company, its officers, agents, directors, employees, independent contractors, subcontractors, successors and/or permitted assigns (individually and

collectively herein the “Users”) due to (i) Bank’s inability to process, originate, settle or transmit Bill Payments due to any Event of Force Majeure (as hereinafter defined) or other cause, including, but not limited to, interception or alteration of data or wrongful interference with the Company’s or Bank’s computers or other electronic facilities by third parties or Users, (ii) errors, inaccuracies or omissions created or suffered by Users or former agents or employees of Users, or (iii) breach of these Bill Payments Services Terms and Conditions and/or the CA Agreement on the part of Users or former agents or employees of Users. The Company acknowledges and agrees that its use of CashANALYZER for Bill Payments is not risk free and Company understands fully all risks attendant thereto. The Company shall bear all risks attributable to or resulting directly or indirectly from use of CashANALYZER for the transmission of Bill Payments, excepting therefrom only fraud or willful or wanton misconduct on the part of Bank.

The Company, for itself and on behalf of the Users, agrees that Bank will not verify account information at designated Merchants upon addition of a new merchant. By providing Bank with names and account information of Merchants to whom you wish to direct payments, you authorize the Bill Payments Services to follow the payment instructions it receives through the payment system.

The Company, for itself and on behalf of the Users, agrees to and hereby does indemnify and hold Bank harmless of and from any and all loss, claim, damage, demand, liability, cost, penalty or fee, including reasonable attorney’s fees, incurred or suffered by Bank which are caused, in whole or in part, by any act or omission of the Company and/or Users in breach of any promise, duty, covenant, warranty, representation, term or condition contained in (i) these Bill Payments Services Terms and Conditions, (ii) the CA Agreement or (iii) due to failure of the Company and/or Users to fully and faithfully comply with any requirements imposed upon Bank or Users pursuant to federal or state laws, or otherwise.

BANK MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE SUITABILITY OF THE CASHANALYZER MANAGEMENT SYSTEM FOR THE TRANSMISSION, PROCESSING, SETTLEMENT OR ORIGINATION OF BILL PAYMENTS. BANK DOES NOT WARRANT THAT THE TRANSMISSION OF BILL PAYMENTS WILL BE ERROR OR TROUBLE FREE OR THAT THE COMPANY’S COMPUTER SYSTEM(S), SOFTWARE, EQUIPMENT OR COMMUNICATION DEVICES ARE (OR WILL REMAIN) COMPATIBLE WITH BANK’S SYSTEM(S), SOFTWARE, EQUIPMENT, COMMUNICATION DEVICES OR THE CASHANALYZER MANAGEMENT SYSTEM. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED BY AGREEMENT OF THE PARTIES HERETO. THE COMPANY ACKNOWLEDGES AND AGREES THAT ITS USE OF THE CASHANALYZER MANAGEMENT SYSTEM TO TRANSMIT BILL PAYMENTS IS ON AN “AS IS”, “WHERE IS” BASIS.

BANK SHALL NOT BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT, FAILURE OF A REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY FOR LOSS OF USE, REVENUE OR PROFIT OR FOR COSTS OF SUBSTITUTE USE OR PERFORMANCE OR FOR INDIRECT, SPECIAL, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR CLAIMS BY THE COMPANY FOR DAMAGES TO THE COMPANY’S CUSTOMERS, EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF SUCH DAMAGES. THE COMPANY ACKNOWLEDGES THAT ITS SOLE AND EXCLUSIVE REMEDY AGAINST BANK FOR DAMAGES DIRECTLY OR INDIRECTLY CAUSED BY THE USE OF THE CASHANALYZER MANAGEMENT SYSTEM TO TRANSMIT BILL PAYMENTS (OTHER THAN THOSE WHICH ARE DIRECTLY ATTRIBUTABLE TO FRAUD OR WILLFUL OR WANTON MISCONDUCT ON THE PART OF BANK) SHALL BE LIMITED TO A REFUND OF THE FEES WHICH THE COMPANY HAS ACTUALLY PAID TO BANK FOR SUCH USE.

This Clause 5 shall control over any inconsistent provision contained in the CA Agreement, to the extent of any inconsistency.

6. Force Majeure. As used in these Bill Payments Services Terms and Conditions, an “Event of Force Majeure” shall be defined as the inability, failure or delay of Bank to perform any duty or obligation contained in these Bill Payments Services Terms and Conditions and/or the CA Agreement which arises, in whole or in part, from causes beyond Bank’s ability to control, including, but not limited to, suspension or breakdown in communications or computer equipment or facilities, fire, strike, lock-out or other labor disputes, flood, war, riots, theft, earthquake, natural disaster, extreme or adverse weather conditions, any action or inaction of governmental, civil or military authorities, computer “hacking”

or interference (whether directed at computers or electronic processing facilities of the Company, Bank or both) or any other cause(s) beyond the reasonable control of Bank. This Clause 6 shall control over any inconsistent provision contained in the CA Agreement, to the extent of any inconsistency.

7. Confidentiality. The Company agrees to maintain the confidentiality of any data, information, processes and all other matters of which the Company becomes aware as a result of having access to or transmitting (or attempting to transmit) Bill Payments to Bank, in accordance with the standards contained in the CA Agreement.

8. Term and Termination. These Bill Payments Services Terms and Conditions shall remain in effect so long as (i) the CA Agreement remains in effect, (ii) Bank offers this service to CashANALYZER Companies, or (iii) the Company and/or Users are not in breach of any term or condition contained in these Bill Payments Services Terms and Conditions. Clauses 4, 5, 6, 7 and 10 hereof shall survive the termination of these Bill Payments services Terms and Conditions and/or the CA Agreement, for whatever reason.

9. Section Headings; Use of Singular and Plural. The titles and headings contained herein are inserted for convenience only and shall not be construed as limiting or defining the terms of these Bill Payments Services Terms and Conditions. When the context so requires, the singular shall also include the plural and vice versa.

10. No Agency Relationship Created; No Third Party Rights. Nothing contained herein or in the CA Agreement shall constitute or be construed as creating any agency relationship between Bank and the Company or Bank and Users, except to the extent, if any, required by applicable law in order for Bank to transmit the Company's Bill Payments. The parties are and shall remain independent contractors. The parties agree that these Bill Payments Services Terms and Conditions and the CA Agreement are not intended to and shall not create any rights or benefits in favor of third parties. Words and phrases, capitalized or otherwise, used herein and not specifically defined shall have the definition, if any, assigned under the CA Agreement.

I. Controlled Disbursement Services

1. Bank agrees to provide the Company with Controlled Disbursement Services, as described herein, with respect to the account(s) designated to Bank in the Documentation subject to these Controlled Disbursement Services Terms and Conditions and the General Terms and Conditions.

2. The terms designated below shall have the following meanings:

A. Controlled Disbursement Account (CDA Account) - the checking account(s) listed in the Documentation. If more than one account is listed, the term "CDA Account" shall be deemed to refer to any and all such accounts listed, as appropriate.

B. RT Number - Routing and Transit Number 243374467.

C. RCPC Clearing Items - all checks or drafts presented to Bank by the Federal Reserve Bank on any Banking Day which bear the RT number and which are drawn on a CDA Account, exclusive of the Exception Items.

D. Over the Counter Items (OTC Items) - checks or drafts presented to Bank for payment over the counter in a Bank branch.

E. Exception Items - any items other than RCPC Clearing Items and OTC Items, including but not limited to mutilated checks and miscellaneous debit advices, all of which are conclusively presumed to contain the RT.

F. Operating Balance - the minimum balance set by Bank, in its sole discretion, which the Company is required to maintain in a CDA Account after Bank has reviewed the Company's OTC Items and Exception Items.

3. The Company agrees to maintain a CDA Account, through which general disbursement checks shall be cleared. The Company agrees that all checks used for a CDA Account will be printed in accordance with specifications established by the American Bankers Association and each check will be encoded with the RT.
4. The Company agrees to provide a sample of fifteen to twenty voided CDA checks to Bank so the quality of the Magnetic Ink Character Recognition (MICR) line on these checks can be tested.
5. The Company shall keep sufficient available funds in a CDA Account to maintain the Operating Balance and shall maintain contact with Bank in order to ensure compliance with this requirement.
6. Bank will provide to the Company daily notification of the dollar amount of: (1) the RCPC Clearing Items to be posted to a CDA Account that day; and (2) the OTC Items posted to a CDA Account the previous Banking Day. Such notification will be provided in accordance with the Company's instructions provided to Bank in the Documentation.
7. The Company shall fund a CDA Account not later than the end of the day Bank notifies the Company to do so and shall fund in the amount of the RCPC Clearing Items to be posted to a CDA Account that day and the OTC Items posted to a CDA Account the previous Banking Day. If the Company fails to so fund a CDA account, Bank is not obligated to create an overdraft and may return checks unpaid.
8. Bank, in its sole discretion, may accept for payment items which may result in an overdraft of a CDA Account. The Company hereby agrees to repay such amounts with interest thereon at the highest prevailing rate permitted to be charged by Bank. In no event shall Bank have a duty to pay any RCPC Clearing Items or OTC Items when insufficient or uncollected funds are available in a CDA Account.

J. Corporate Card Display Services

1. **Corporate Card Display Services.** Bank agrees to provide the Company with Corporate Card Display Services, as described herein, with respect to the Company Tax I.D. Nos. listed in the Documentation. The Company will provide to Bank all information required in the Documentation and any other information reasonably required by Bank to implement the Corporate Card Display Services. The Corporate Card Display Services are subject to these Corporate Card Display Services Terms and Conditions, the General Terms and Conditions and the CA Agreement.
2. **Incorporation of CashANALYZER Management System Agreement by Reference.** Bank and the Company acknowledge and agree that the CA Agreement between the parties hereto is an integral part of these Corporate Card Display Services Terms and Conditions and the CA Agreement is incorporated by reference as if fully set forth herein. The Company further acknowledges and agrees that these Corporate Card Display Services Terms and Conditions do not exist independent of the CA Agreement and these Corporate Card Display Services Terms and Conditions shall be interpreted as supplementing the covenants, terms and conditions of the CA Agreement, as each may be amended from time to time in accordance with their respective terms. Any conflict between the terms of these Corporate Card Display Services Terms and Conditions and the CA Agreement shall be resolved in favor of the CA Agreement, except as specifically provided herein.
3. **Services.** The Company hereby requests the display, via Bank's CashANALYZER Management System, of the Company's account activity (when posted) on the Bank Corporate account(s) listed under the Tax I.D. Nos. provided in the Documentation.
4. **Acknowledgements.** The Company acknowledges that the Corporate Card Display Services are for informational purposes only and account activity may not be posted in real time. The account activity displayed from time to time and the terms of these Corporate Card Display Services Terms and Conditions are each subject to change. Bank may discontinue or suspend the Corporate Card Display Services at any time.
5. **Duty to Protect by the Company.** The Company agrees to appropriately supervise and monitor its agents and other 3rd parties that have access to the Corporate Card Display Services and the computer system on which it is displayed,

in order to prevent fraud, unauthorized charges and other losses to the Company. The Company agrees that Bank shall not be liable for any damage the Company may suffer or incur as a result of access to the Corporate Card Display Services, whether or not such access was authorized by the Company. Bank has no duty to safeguard the Company's information, except as may be required by the CA Agreement and the Business Credit Card Agreement between the parties.

K. Image Cash Letter

1. Image Cash Letter Services. Bank's Image Cash Letter Service (the "ICL Service") allows the Company or a third party acting as the Company's agent ("Third Party Agent"), to transmit, through the Company's own hardware and software, an image cash letter file ("Image File") to Bank for processing. Image Files consist of imaged checks and check data ("Imaged Items"). Check data includes the Magnetic Ink Character Recognition formatting (MICR) information printed on the bottom of a paper check. All Image Files must meet the then current format, specifications and terms and conditions required by the then current X9 File Format Customer Procedures provided by Bank, as the same may be amended or revised from time-to-time (the "ICL Procedures"). The Company understands and agrees that the Company must strictly comply with the ICL Procedures and the Company further agrees that the Company will be solely liable for any loss or damage of any kind to the Company, Bank or any third party resulting from the Company's failure to comply with the ICL Procedures. The Company understands and agrees that the Company has the exclusive responsibility of safeguarding and maintaining the security and confidentiality of all original Imaged Items deposited through the ICL Service and shall be solely liable for any loss or damage of any kind to the Company, Bank or any third party resulting from the Company's failure to maintain the security and confidentiality of the original Imaged Items. The Company understands and agrees that the Company has the exclusive responsibility of safeguarding and maintaining the security and confidentiality of any personal identification numbers, passwords, codes, tokens or similar security devices for use in connection with the Imaged Items and the ICL Services and the Company shall not hold Bank liable for any damages of any kind to the Company, Bank or any third party resulting from the Company's disclosure (whether intentional or unintentional) of such information or devices. The ICL Services are subject to these Image Cash Letter Terms and Conditions and the General Terms and Conditions.

2. Testing. Bank may require at least two successful tests of Imaged Files prior to commencing the ICL Services for the Company. The tests files should be a true indication of file contents, size, etc., and shall comply with the requirements of Bank.

3. Processing. Subject to the terms hereof, Bank shall endeavor to process Image Files received before the cut-off time set forth in the ICL Procedures on the Banking Day they are received and shall be afforded credit in accordance with the then current funds availability policies of Bank. If for any reason Bank is unable to process an Image File received before the cut-off time, Bank will use commercially reasonable efforts to process on the next Banking Day. Subject to terms hereof, Bank shall endeavor to process any Image Files received after the cut-off time on the next Banking Day. Image Files will only be processed on Banking Days. Funds deposited through the ICL Service in accordance with this Agreement will be made available funds to the Company in accordance to Bank's current funds availability schedule and the deposit account agreement governing the account.

4. Rules. Bank and the Company will transmit and process the electronic entries initiated by the Company in accordance with the rules of Check 21 Act, FRB Regulation CC- 12 CFR 229, American National Standards X9 specification, Federal Reserve Bank, UCC Article 3 and 4, and any network association agreements as are currently in effect and as amended from time to time (collectively, the "Rules"). The Company agrees to be bound by and held subject to the Rules as well as the provisions contained in these Image Cash Letter Terms and Conditions. The Company agrees to maintain permanent and electronically accessible records of all transactions in accordance with published state and federal requirements and include check images, front and back, posting date, amount, serial number and routing and transit numbers and any endorsements and marks.

5. Exception Items. Bank reserves the right to reject any Imaged Item that it, in its sole discretion, determines to be ineligible for the ICL Services (each, an "Exception Item") including, without limitation, electronic images of items drawn on banks located outside the United States, items drawn on U.S. banks in foreign currency, electronic images that are illegible (due to poor image quality or otherwise), electronic images of items previously processed, electronic images previously converted to substitute checks, and electronic images with unreadable MICR information. The

Company agrees that if it attempts to deposit any Exception Item to any of its deposit accounts with Bank, it will only do so by depositing the original paper item on which the Exception Item is based. The Company acknowledges and agrees that even if Bank does not initially identify an electronic image as an Exception Item, the substitute check created by Bank therefrom may nevertheless be returned to the Company because, among other reasons, the electronic image is deemed ineligible by the paying bank. Bank's failure to identify an Exception Item shall not preclude or limit the Company's obligations to Bank. In the event an electronic image is an Exception Item because it is illegible or otherwise unusable by Bank, the Company must either provide a usable original or copy or, if the original or copy is unusable, obtain a usable document from the maker and submit that usable document to Bank. Failure to provide a usable version will result in the Exception Item being debited from the Company's accounts.

6. Representations, Warranties and Covenants. The Company represents, warrants and covenants to Bank that with respect to each Image File and each Imaged Item:

- A.** The Imaged Items are an accurate representation of all information on the front and back of the original check at the time the original check was converted to an image, and the Imaged Item contains all endorsements from the original check.
- B.** Each Imaged Item contains a record of all MICR line information required for a substitute check and otherwise satisfies all of the requirements of Check 21 and Regulation CC for the creation and/or transferring of a substitute check created from that electronic image.
- C.** The Company shall use an image format that adheres to industry standards, as those standards are changed from time to time. The current standards will be outlined in the Bank ICL Procedures then in effect.
- D.** The Company shall use the ICL Services only for items that are payable to or endorsed or deposited by the Company and that are not ineligible for any of the reasons described above as Exception Items. All signatures, including endorsements, on each Imaged Item are authentic and authorized, and each check has not been altered.
- E.** The Company shall maintain control over and responsibility for retention and destruction of original items. In that regard, the Company is solely responsible for the safekeeping of all original items and other sensitive information in accordance with applicable law and commercially reasonable industry standards.
- F.** The Company acknowledges and agrees that all paper items belong to the Company and not to Bank. The Company shall maintain control over and responsibility for any and all sensitive electronic data relating to consumer information. Said data includes but is not limited to consumer names, addresses, and account numbers. The Company is responsible for the safekeeping of all electronic data and notification of any compromise of such data.
- G.** Neither the Company nor any other person has presented or will present the original check, a substitute check based on the original check, or a paper or electronic representation or image of the original check for payment or deposit to Bank, if the original check, a substitute check based on the original check, or a paper or electronic representation or image of the original check has already been presented to a third party.
- H.** Neither the Company nor any other person has presented or will present the original check, a substitute check based on the original check, or a paper or electronic representation or image of the original check for payment or deposit to any third person, if the original check, a substitute check based on the original check, or a paper or electronic representation or image of the original check has already been presented to Bank.
- I.** The Company shall transmit to us only Image Files that are suitable for processing, including, but not limited to, Image Files that are legible and contain readable MICR data.

J. The Company shall notify Bank immediately if duplicate items are transmitted to us using the ICL Services or if a duplicate deposit is made either to Bank or to any other financial institution. The Company shall cooperate with Bank in identifying duplicate items.

K. The Company will only transmit checks payable to the Company. If the Company is engaged or intends to engage in any business that would result in the Company being a “money service business” as defined in the Federal Bank Secrecy Act and its implementing regulations, the Company agrees to immediately notify Bank of same, and agrees that Bank at its sole discretion may refuse to provide or terminate (as applicable) this ICL Service.

L. The Company warrants to Bank that any Third Party Agent is familiar with, and shall at all times be in compliance with the terms hereof, including without limitation, image quality, prohibition of duplicate items, and proper storage and destruction of original checks.

M. With respect to each Imaged Item and Image File that the Company transmits to Bank, the Company is deemed to make to Bank any and all representations and warranties that Bank makes, under applicable law, clearinghouse rule, Federal Reserve Operating Circular, bi-lateral agreement or otherwise, to any person (including without limitation a collecting bank, a Federal Reserve Bank, a Receiving Depository Financial Institution, a paying bank, a returning bank, the drawee, the drawer, any endorser, or any other transferee) when Bank transfers, presents or originates any Imaged Item or substitute check created from that Imaged Item or any MICR Data.

7. Duty to Inspect and Report. Bank shall supply the Company with periodic statements and notices and, as applicable, transaction confirmations for the ICL Services. The Company must inspect all such statements, notices, confirmations and similar information pertaining to the ICL Services and, if there is a discrepancy, unauthorized transaction or error (“Error”) in any such material, notify Bank (i) within fourteen (14) days after receipt of a statement or notice containing or reflecting the Error, or (ii) by the next Banking Day after receipt of a transaction confirmation containing or reporting the Error. Except to the extent required by law, failure to notify Bank of Errors within the aforementioned time periods will relieve Bank of any and all liability for any losses resulting from the Company’s failure to timely report the Error. If the Company discovers any Error by means other than review of a statement, notice or transaction confirmation supplied by Bank, the Company shall notify Bank of such Error in or related to the ICL Service as promptly as practicable, and in any event within one Banking Day after the earliest discovery thereof. Failure of the Company to notify Bank of any such Error within one Banking Day of such discovery shall relieve Bank of any and all liability for any losses resulting from the Company’s failure to timely report.

8. Security Procedures. The Company acknowledges that Imaged Items contain confidential and nonpublic person information about the Company’s customers. The Company shall completely and thoroughly destroy all checks deposited within a commercially reasonable period of time. Until the checks are destroyed, the Company shall store them in a safe and secure location. The Company will take appropriate security measures to ensure that only authorized persons have access to checks and that the information contained on the checks or on any Imaged Item are not disclosed to unauthorized third parties. The Company is solely responsible for the security and proper use of all passwords, or other security devices used in connection with the provision of the ICL Services and communications with Bank hereunder. The Company shall take all necessary steps to ensure that all of its passwords, tokens and other security devices remain confidential, secure, used properly and not disclosed to unauthorized third parties. The Company agrees to inform Bank immediately if there is any reason to believe that its systems, a password or any other security device has or is likely to become known to someone not authorized to use it, or is being or is likely to be used in an unauthorized way.

The Company acknowledges that Bank utilizes reasonable security procedures. The Company agrees to be responsible for any transmission Bank processes or receives through the ICL Services, even if it is not in fact authorized by the Company, provided it includes a password or is otherwise processed in accordance with Bank’s then existing security procedures. The Company also acknowledges that when using a Third Party Agent to transmit Image Files, the Company or Third Party Agent, not Bank, is solely responsible for establishing, maintaining and following such security procedures as deemed minimally necessary by Bank to attempt to ensure that files transmitted to Bank are intact, secure and confidential until received by Bank. The Company shall at all times be solely responsible for maintaining its own internal security procedures to protect its information.

9. Requested Information. The Company agrees to provide such information as requested by Bank in order to qualify the Company for the ICL Services, including without limitation, business activities, security and risk management processes, geographic location, customer base, credit and financial information and employee policies. If qualified, the Company agrees to provide information and Imaged Items as requested by Bank to facilitate investigations related to unusual transactions or poor quality transmissions or to resolve disputes. Such documents may include copies of Imaged Items or original items, if available.

10. Rejection of Images. Bank reserves the right to refuse to process or reject any Imaged Items for any reason at its sole discretion. Generally, the rejection of any item will be posted within five (5) Banking Days but, Bank reserves the right to post a rejection of any item at any time. The Company shall retain the original of all original checks which it images through the ICL Services for a reasonable period of time as determined by the Company and in accordance with all applicable state and federal laws and regulations, but in no event less than thirty (30) calendar days. This 30-day retention requirement is a minimum requirement and may not offer the Company the legal protection it needs. The Company should consult with its own legal counsel in establishing a minimum retention procedure. The Company agrees to safeguard the originals of such imaged checks until such time as they have been destroyed.

11. Returned Items. Bank will process any returned Imaged Items in accordance with applicable law and the deposit account agreement governing the account for which the Imaged Item is presented. If an Imaged Item is returned to Bank because of fraud or for any other reason, Bank may request that the Company deliver the original item to Bank. The Company will comply with such requests as promptly as is reasonably possible.

12. Third Party Agent. The Company may appoint, as its agent, with respect to the performance of any activities relating to ICL Services, a Third Party Agent to perform such activities. The Company shall be solely responsible for all actions and obligations of such Third Party Agent as if they were the direct actions and obligations of the Company itself. The Company acknowledges that, among other things, this means that the Company is liable for the Third Party Agent's breaches of warranties and obligations, including liability for indemnification for such breaches, as if the Company breached such warranties and/or obligations itself. The Company agrees to notify Bank of each Third Party Agent it intends to use and other information that Bank may require about the Third Party Agent. Failure to provide timely notice may result in the rejection of Image Files by Bank. Bank may, in its sole discretion, choose not to accept Image Files from a Third Party Agent identified by the Company. The Company gives Bank the right to communicate with the Third Party Agent in connection with ICL Services and the Company's deposit account at Bank and to treat Third Party Agent instructions as if the instructions were directly from the Company.

13. Limitation of Liability; Disclaimer of Warranties. BANK HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE ICL SERVICES. NO THIRD PARTY (INCLUDING BUT NOT LIMITED TO THE THIRD PARTY AGENT) SHALL HAVE ANY RIGHTS OR CLAIMS AGAINST BANK UNDER THESE IMAGE CASH LETTER TERMS AND CONDITIONS. Bank's duties and liabilities will be limited to those set forth herein. Bank's liability shall be limited to actual damages sustained by the Company and only to the extent such damages are a direct result of Bank's willful misconduct or gross negligence. The liability of Bank in all these instances shall not exceed the recovery of funds erroneously processed or not processed. Bank shall not be liable for damages caused by any act or omission of any third party, whether or not such party was chosen by Bank, or for any charges imposed by any third party. **IN NO EVENT SHALL BANK (OR ANY PARTY WITH WHOM BANK MAY BE CLAIMED TO BE JOINTLY LIABLE) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LOST PROFITS (WHETHER OR NOT BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE), INCLUDING, BUT NOT LIMITED TO, SUCH LOSSES OR DAMAGE ARISING FROM SUBSEQUENT DISHONOR OR REJECTION OF ANY TRANSACTION (INCLUDING, WITHOUT LIMITATION, DISHONOR OF CHECKS OR OTHER IMAGED ITEMS).** Bank shall be relieved of liability where Bank performs the ICL Service in accordance with these Image Cash Letter Terms and Conditions. The Company agrees that to the extent that Bank's exercise of ordinary care may be an issue with respect to any claim, substantial compliance by Bank with Bank's then existing standard procedures for providing the ICL Services shall be deemed to constitute an exercise of ordinary care.

14. Indemnification. In addition to all other indemnifications herein, the Company will indemnify and hold Bank harmless from any liability, loss, injury or damage, including without limitation all incidental and consequential damages, together with all related reasonable out-of-pocket costs and expenses, including legal fees, resulting directly or indirectly from: (a) any breach of representation or warranty or other breach, or failure to perform under the terms hereof, (b) any warranty or indemnity claim brought against the Bank by a third party under the Rules or other applicable laws and regulations in connection with an Image File transmitted to Bank by the Company; (c) any loss by any recipient of an Imaged Item processed by Bank, if that loss occurred due to the receipt of an Imaged Item instead of the check; (d) any wrongful acts or omissions of the Company, or any person acting on the Company's behalf (including without limitation the Company's Third Party Agent, if any), in connection with the Company's use or misuse of ICL Services; and (e) without limiting the Company's other indemnification obligations, which shall apply equally to actions taken by the Third Party Agent, all Third Party Agent's actions or inactions relating to the ICL Services.

15. Limitation of Action. Neither party may bring an action, regardless of form, arising out of these Image Cash Letter Terms and Conditions more than one year after the event giving rise to the cause of action except in the case of nonpayment, in which the applicable statute of limitation for collection actions will be applicable.