



Item No. 17c

LAUDERDALE • BY • THE • SEA

Agenda Item Memorandum

Finance

Department

Tony Bryan, Finance Director

Department Director

COMMISSION MEETING DATE - 7:00 PM	Deadline to Town Clerk
<input checked="" type="checkbox"/> Aug 21 - Regular Meeting 7:00 PM	Aug 15

*Subject to Change

- | | | | |
|---------------------------------------|---|---------------------------------------|--|
| <input type="checkbox"/> Presentation | <input type="checkbox"/> Reports | <input type="checkbox"/> Consent | <input type="checkbox"/> Ordinance |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Quasi-Judicial | <input type="checkbox"/> Old Business | <input checked="" type="checkbox"/> New Business |

FY2012 DESIGNATED HIGH PRIORITY ITEM - PRIORITY TOPIC

SUBJECT TITLE: Award of Banking Services Contract

EXPLANATION: At the July 10, 2012 meeting, the Commission ranked SunTrust as the number one ranked proposer to RFP 12-04-01 (Banking and Treasury Management Services) and authorized the Town Manager to negotiate a contract with them. The attached Treasury Management Master Agreement and Treasury Management Terms and Conditions incorporate the terms detailed in their proposal. Under the terms of this agreement banking fees paid by the Town will be reduced, earnings credits provided to the Town will be increased, and interest paid to the Town will be increased.

RECOMMENDATION: Staff recommends the Commission authorize the Town Manager to execute the attached Treasury Management Master Agreement and Treasury Management Terms and Conditions.

EXHIBITS:

1. SunTrust Treasury Management Master Agreement
2. SunTrust Treasury Management Terms and Conditions.

Contracts reviewed by Town Attorney

Yes No

Town Manager Initials

**TREASURY MANAGEMENT
MASTER AGREEMENT**

1. Introduction. SunTrust Bank offers a full range of treasury management services to our clients. Throughout this master agreement, (a) SunTrust Bank is referred to as "we," "us" or "our," (b) the treasury management services described in our treasury management terms and conditions referred to below are referred to as the "services," (c) this master agreement and the other documents described below are together referred to as the "agreement," (d) the person or entity using one or more of the services is referred to as "you" or "your" and (e) the individuals identified in any resolution, certificate, delegation of authority or other document that you have given us as having authority to enter into or amend the agreement on your behalf are referred to as your "authorized signers."

When you sign this master agreement you are agreeing to be bound by the terms and conditions of the agreement. The agreement is a legally binding contract that can only be changed as provided in this master agreement.

2. Organization of Agreement. As indicated above, the agreement is made up of several documents, each of which serves a special purpose. The relevant documents and their purposes are as follows:

(a) Treasury Management Terms and Conditions. Our treasury management terms and conditions fall into two categories (i) the general terms and conditions that govern the use of all services and (ii) the specific terms and conditions that govern the use of each individual service. The most recent version of our treasury management terms and conditions is always posted on the following website: www.suntrust.com/treasuryterms. You may access it at any time by visiting the site and opening the document with the password we have given you. We will also give you a printed copy of the current version of those terms and conditions upon request.

(b) Master Agreement. This master agreement describes the structure of the agreement and sets forth certain of the basic contractual provisions relating to your use of the services.

(c) Reference Materials. The reference materials for a service provide details regarding the functionality of that service, as well as certain formatting and other technical requirements that you must follow when using that service. Reference materials may include, without limitation, a user manual, a quick reference guide, a service demo and/or file formats and specifications. Not every service has reference materials.

(d) Delegation of Authority. A delegation of authority is optional. By using one, you are giving other people within your company authority with respect to the agreement and/or the services.

(e) Service Profiles. A service profile reflects certain instructions you give us regarding your setup for a particular service, such as the account(s) linked to that service, the authorized users for that service and the options you select for that service.

(f) Implementation/Setup Forms. An implementation/setup form is an internal document that we use to record additional information and/or instructions you give us with respect to a particular service.

(g) Online Services and Software Materials. We may grant to you a nonexclusive, nontransferable, limited license or sublicense to use one or more software programs in connection with certain services. There may be a separate license agreement (which may be a "shrink wrap" or "click wrap" agreement and may be with us or a third-party vendor) and/or user manual for some of those software programs. Those software programs and those other

items are all part of the software materials. There may also be additional online or "click wrap" terms for the use of the online services. The agreement, online terms and any applicable separate license agreement and user manual set forth the terms and conditions relating to your right to use those online services and software programs as well as important instructions and requirements for their use.

(h) Rules and Regulations. The rules and regulations for deposit accounts that you maintain with us set forth certain general provisions relating to the establishment, maintenance and operation of your deposit accounts.

(i) SunTrust Proposal. Our proposal dated June 7, 2012, in response to the Town of Lauderdale-By-The-Sea Request for Proposal No. 12-04-01, Treasury Management and Banking Services, (the "SunTrust Proposal") is hereby incorporated by reference into the agreement.

If there is any inconsistency on a particular issue among the documents that make up the agreement, the documents will control that particular issue in the order set forth from top to bottom above.

3. Amendments. We may change or add to the provisions of this master agreement and any of the general terms and conditions by giving you 30 calendar days' prior notice. We may change or add to the terms and conditions for any individual service by giving you 10 calendar days' prior notice. We may change the information in the implementation/setup forms without giving you notice. If you continue to use a service after any of these changes or additions become effective (or you earlier confirm a service profile for an affected service), you are bound by those changes or additions. If a change or addition is required by applicable law, clearing house rules or funds transfer system rules, or if we believe that the change or addition is necessary for the security or integrity of the systems that we use in providing any services for you, we may give you notice of the change or addition promptly after we make it. In that case, you are bound by the change or addition unless you terminate your use of the relevant service(s) immediately after you receive our notice. We may change or add to the terms of the software materials or the rules and regulations by following the procedures set forth in those documents.

4. New Services. If we agree to provide a new service for you, we will create one or more service profiles reflecting certain instructions you give us regarding your setup for that new service and send or otherwise make them available to you. You may not use that service until you have confirmed (in a manner acceptable to us) that those service profiles are correct, you have successfully completed any required testing or training for that service and we have completed our implementation of your setup for that service. If you attempt to use a new service without satisfying one or more of these conditions, we may refuse to provide that service but, if we do provide it, you are bound by the terms of the agreement relating to that service (including, without limitation, the general terms and conditions and the terms and conditions for that new service).

5. Changes to Your Setup. If we agree to change your setup for a service in response to your instructions and those instructions are of the type reflected on a service profile, we will send or otherwise make one or more service profiles reflecting those instructions available to you. That change will not take effect until you have confirmed (in a manner acceptable to us) that those service profiles are correct, you have successfully completed any required testing or training for the change and we have completed our implementation of the change. In that regard, changes to your setup for a service reflected on a service profile will be implemented either on an "incremental" basis or a



TREASURY MANAGEMENT MASTER AGREEMENT

"complete replacement" basis, as reflected and to the extent indicated in the service profile.

If a change is implemented to your setup for a service on an incremental basis, that change supplements (as an addition, deletion or modification), but does not replace, the information in your setup for that service. For example, if an incremental service profile indicates that it adds a new authorized user for a service, all existing authorized users for that service continue to be authorized users unless you specifically request that we delete one or more of them and that deletion is reflected in a separate service profile that you confirm (in a manner acceptable to us).

If a change is implemented to your setup for a service on a complete replacement basis, the information identified in that service profile completely replaces the information in your setup for that service, to the extent indicated in that service profile. In that regard, information can be completely replaced (a) only for the account(s) identified on the service profile, (b) only for the combination of the account(s) and linked feature(s) of the service identified on the service profile or (c) for all accounts using the service.

For example, if a service profile indicates that it completely replaces all of your previous service profiles for a service with respect to the account(s) identified in that service profile, then only the authorized users identified in that service profile are authorized to use the service with respect to the identified account(s). However, none of your service profiles for other accounts using that service are affected and all authorized users listed on them continue to be authorized users with respect to those other accounts.

Alternatively, if a service profile indicates that it completely replaces all of your previous service profiles for the combination of an account and lockbox identified in that service profile, then only the image delivery option(s) selected in that service profile will be provided with respect to the combination of the identified account and lockbox. However, none of your service profiles for other combinations of accounts and lockboxes for that service are affected and all image delivery options selected in them will continue to be provided with respect to those other combinations of accounts and lockboxes.

Finally, if a service profile indicates that it completely replaces all of your previous service profiles for a service, then only the options identified in that service profile will apply with respect to any of your accounts using that service. None of your previous service profiles for that service are effective and none of the options identified on them will apply with respect to any of your accounts using the service.

We may refuse to accept letters, e-mails or other forms of communication that instruct us to change your setup for a service if those instructions are of the type reflected on a service profile. However, you agree that we may (at our option) accept an e-mail that purports to be from one of your authorized signers and that instructs us to delete one or more accounts from your setup for a service without requiring you to confirm a service profile reflecting that instruction.

6. Electronic Records and Signatures. You consent to the use of electronic records and signatures with respect to your use of the services. Without limiting the types of electronic signatures we may accept, you agree that, if we elect (at

our option) to send a service profile to you as an attachment to an e-mail message, you (a) will be deemed to have confirmed that service profile is correct if we receive an e-mail message to that effect that purports to be from one of your authorized signers, (b) adopt that e-mail message as your

electronic signature with the intent to sign that service profile and (c) will be bound by that service profile to the same extent as if one of your authorized signers had printed, signed and given it to us.

7. Acknowledgement of Receipt and Agreement to be Bound. By signing below (and each time you confirm a service profile), you acknowledge that you have received (or have been given electronic access, including the necessary password, to) a complete copy of, and that you have read, understand and agree to be bound by all provisions of our treasury management terms and conditions (including, without limitation, those that **(a) limit our liability to you, (b) obligate you to indemnify us, (c) authorize us to rely on authorization codes, (d) waive the right to a jury trial and (e) require binding arbitration**) in the form and with the content then posted on the identified website (as we may update them from time to time) with respect to your use of all services.

Signature. This master agreement has been signed and delivered (which you agree may be by facsimile or e-mail attachment) on your behalf by the person whose name is printed below. That person represents and warrants to us that he or she is one of your authorized signers and that you have taken all action required by your organizational documents to authorize him or her to sign and deliver this master agreement (and any other documents we may require with respect to the services) on your behalf. The agreement completely replaces any other ones you have given us in the past with respect to the services, except that any instructions you have given us under any such past agreements continue to be effective until replaced or deleted in accordance with the agreement (including, without limitation, through a service profile or an implementation/setup form).



**TREASURY MANAGEMENT
MASTER AGREEMENT**

IN WITNESS WHEREOF, the parties execute this Treasury Management Master Agreement on the respective dates under each signature.

.ATTEST:

**CLIENT:
TOWN OF LAUDERDALE BY-THE-SEA**

June White, CMC
Town Clerk

By: _____
Constance Hoffmann
Town Manager

Date: _____

Approved as to form and legality for the use and reliance of the
TOWN OF LAUDERDALE BY-THE-SEA, FLORIDA, only:

Susan Trevarthen, Town Attorney

SUNTRUST BANK

By: _____
Name/Title

Date: _____



Treasury Management Terms and Conditions

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General Terms and Conditions for All Services

1. Introduction. SunTrust Bank offers a full range of treasury management services to our clients. Throughout these terms and conditions, (a) SunTrust Bank is referred to as “we,” “us” or “our,” (b) the treasury management services described in these terms and conditions are referred to as the “services,” (c) these terms and conditions and the other documents described below are together referred to as the “agreement,” (d) the person or entity using one or more of the services is referred to as “you” or “your” and (e) the individuals identified in any resolution, certificate, delegation of authority or other document that you have given us as having authority to enter into or amend the agreement on your behalf are referred to as your “authorized signers.”

2. Organization of Agreement. As indicated above, the agreement is made up of several documents, each of which serves a special purpose. The relevant documents and their purposes are as follows:

(a) Treasury Management Terms and Conditions. Our treasury management terms and conditions fall into two categories (i) the general terms and conditions that govern the use of all services and (ii) the specific terms and conditions that govern the use of each individual service. The most recent version of our treasury management terms and conditions is always posted on the following website: www.suntrust.com/treasuryterms. You may access it at any time by visiting the site and opening the document with the password we have given you. We will also give you a printed copy of the current version of those terms and conditions upon request.

(b) Master Agreement. The master agreement describes the structure of the agreement and sets forth certain of the basic contractual provisions relating to your use of the services.

(c) Reference Materials. The reference materials for a service provide details regarding the functionality of that service, as well as certain formatting and other technical requirements that you must follow when using that service. Reference materials may include, without limitation, a user manual, a quick reference guide, a service demo and/or file formats and specifications. Not every service has reference materials.

(d) Delegation of Authority. A delegation of authority is optional. By using one, you are giving other people within your company authority with respect to the agreement and/or the services.

(e) Service Profiles. A service profile reflects certain instructions you give us regarding your setup for a particular service, such as the account(s) linked to that service, the authorized users for that service and the options you select for that service.

(f) Implementation/Setup Forms. An implementation/setup form is an internal document that we use to record additional information and/or instructions you give us with respect to a particular service.

(g) Online Services and Software Materials. We may grant to you a nonexclusive, nontransferable, limited license or sublicense to

use one or more software programs in connection with certain services. There may be a separate license agreement (which may be a “shrink wrap” or “click wrap” agreement and may be with us or a third-party vendor) and/or user manual for some of those software programs. Those software programs and those other items are all part of the software materials. There may also be additional online or “click wrap” terms for the use of the online services. The agreement, online terms and any applicable separate license agreement and user manual set forth the terms and conditions relating to your right to use those online services and software programs as well as important instructions and requirements for their use.

(h) Rules and Regulations. The rules and regulations for deposit accounts that you maintain with us set forth certain general provisions relating to the establishment, maintenance and operation of your deposit accounts.

(i) SunTrust Proposal. Our proposal dated June 7, 2012, in response to the Town of Lauderdale-By-The-Sea Request for Proposal No. 12-04-01, Treasury Management and Banking Services, (the “SunTrust Proposal”) is hereby incorporated by reference into the agreement.

If there is any inconsistency on a particular issue among the documents that make up the agreement, the documents will control that particular issue in the order set forth from top to bottom above.

3. Amendments. We may change or add to the provisions of the master agreement and any of these general terms and conditions by giving you 30 calendar days’ prior notice. We may change or add to the terms and conditions for any individual service by giving you 10 calendar days’ prior notice. We may change the information in the implementation/setup forms without giving you notice. If you continue to use a service after any of these changes or additions become effective (or you earlier confirm a service profile for an affected service), you are bound by those changes or additions. If a change or addition is required by applicable law, clearing house rules or funds transfer system rules, or if we believe that the change or addition is necessary for the security or integrity of the systems that we use in providing any services for you, we may give you notice of the change or addition promptly after we make it. In that case, you are bound by the change or addition unless you terminate your use of the relevant service(s) immediately after you receive our notice. We may change or add to the terms of the software materials or the rules and regulations by following the procedures set forth in those documents.

4. New Services. If we agree to provide a new service for you, we will create one or more service profiles reflecting certain instructions you give us regarding your setup for that new service and send or otherwise make them available to you. You may not use that service until you have confirmed (in a manner acceptable to us) that those service profiles are correct, you have successfully completed any required testing or training for that service and we have completed our implementation of your setup for that service. If you attempt to use a new service without satisfying one or more of these conditions, we may

refuse to provide that service but, if we do provide it, you are bound by the terms of the agreement relating to that service (including, without limitation, these general terms and conditions and the terms and conditions for that new service).

5. Changes to Your Setup. If we agree to change your setup for a service in response to your instructions and those instructions are of the type reflected on a service profile, we will send or otherwise make one or more service profiles reflecting those instructions available to you. That change will not take effect until you have confirmed (in a manner acceptable to us) that those service profiles are correct, you have successfully completed any required testing or training for the change and we have completed our implementation of the change. In that regard, changes to your setup for a service reflected on a service profile will be implemented either on an "incremental" basis or a "complete replacement" basis, as reflected and to the extent indicated in the service profile.

If a change is implemented to your setup for a service on an incremental basis, that change supplements (as an addition, deletion or modification), but does not replace, the information in your setup for that service. For example, if an incremental service profile indicates that it adds a new authorized user for a service, all existing authorized users for that service continue to be authorized users unless you specifically request that we delete one or more of them and that deletion is reflected in a separate service profile that you confirm (in a manner acceptable to us).

If a change is implemented to your setup for a service on a complete replacement basis, the information identified in that service profile completely replaces the information in your setup for that service, to the extent indicated in that service profile. In that regard, information can be completely replaced (a) only for the account(s) identified on the service profile, (b) only for the combination of the account(s) and linked feature(s) of the service identified on the service profile or (c) for all accounts using the service.

For example, if a service profile indicates that it completely replaces all of your previous service profiles for a service with respect to the account(s) identified in that service profile, then only the authorized users identified in that service profile are authorized to use the service with respect to the identified account(s). However, none of your service profiles for other accounts using that service are affected and all authorized users listed on them continue to be authorized users with respect to those other accounts.

Alternatively, if a service profile indicates that it completely replaces all of your previous service profiles for the combination of an account and lockbox identified in that service profile, then only the image delivery option(s) selected in that service profile will be provided with respect to the combination of the identified account and lockbox. However, none of your service profiles for other combinations of accounts and lockboxes for that service are affected and all image delivery options selected in them will continue to be provided with respect to those other combinations of accounts and lockboxes.

Finally, if a service profile indicates that it completely replaces all of your previous service profiles for a service, then only the options identified in that service profile will apply with respect to any of your accounts using that service. None of your previous service profiles for that service are effective and none of the options identified on them will apply with respect to any of your accounts using the service.

We may refuse to accept letters, e-mails or other forms of communication that instruct us to change your setup for a service if those instructions are of the type reflected on a service profile. However, you agree that we may (at our option) accept an e-mail that purports to be from one of your authorized signers and that instructs us to delete one or more accounts from your setup for a service without requiring you to confirm a service profile reflecting that instruction.

6. Electronic Records and Signatures. You consent to the use of electronic records and signatures with respect to your use of the services. Without limiting the types of electronic signatures we may accept, you agree that, if we elect (at our option) to send a service profile to you as an attachment to an e-mail message, you (a) will be deemed to have confirmed that service profile is correct if we receive an e-mail message to that effect that purports to be from one of your authorized signers, (b) adopt that e-mail message as your electronic signature with the intent to sign that service profile and (c) will be bound by that service profile to the same extent as if one of your authorized signers had printed, signed and given it to us.

7. Receipt and Agreement to be Bound by Governing Documents. Your use of a service is governed by the master agreement, these treasury management terms and conditions and the other documents described in either of them. Each time you confirm a service profile for a service you (a) acknowledge that you have received (or have been given electronic access, including the necessary password, to) a complete copy of, and (b) agree that, except to the extent your use of a particular service is governed by a prior agreement, you have read, understand and, agree to be bound by, all provisions of these treasury management terms and conditions in the form and with the content then posted on the identified website (as we may update them from time to time) with respect all services you are then using.

8. Our Right to Delay or Refuse to Process Transactions. We may delay, refuse to process and/or impose a specific fee with respect to any item, transaction or instruction with respect to a service which (a) does not comply with the provisions of the agreement relating to that particular service, (b) is not complete, correct and current, (c) is greater in frequency or number than is permitted for the relevant account or service, (d) is for an amount that is less than the minimum amount permitted for the relevant account or service, (e) relates to an account that has been closed or exceeds the amount of available funds in the relevant account (or would reduce the balance of the available funds in the relevant account below any required minimum balance), (f) we believe in good faith is not genuine, conflicts with another instruction or relates to funds or an account over which there is a dispute or restriction on withdrawal, (g) we suspect results from a breach in the confidentiality of a security procedure or authorization code or relates to an account or service that we suspect is being used for, or is the target of, fraudulent or illegal activity, or (h) might cause us to violate applicable law or

otherwise expose us to liability. We may also suspend your ability to use a service if any of the circumstances described in clause (g) or (h) in the prior sentence occurs.

9. Overdrafts. As noted above, we may delay and/or refuse to process any item, transaction or instruction that exceeds the amount of available funds in the relevant account (or would reduce the balance of the available funds in the relevant account below any required minimum balance). If we decide in our discretion to process an item, transaction or instruction that exceeds the amount of available funds in the relevant account (or would reduce the balance of the available funds in the relevant account below any required minimum balance), you agree to reimburse us on demand for (a) the full amount of any overdraft or other shortfall created by that item, transaction or instruction, (b) all overdraft fees and charges we may impose from time to time, (c) interest on the amount of the overdraft or other shortfall at the rate we may impose from time to time for the day the overdraft or other shortfall was created and for each following day until the overdraft or other shortfall has been paid, and (d) all costs and expenses (including, without limitation, attorney's fees) we incur in collecting the overdraft or other shortfall, or any fees, charges or interest relating to it, from you.

10. Security Procedures and Authorization Codes. Some of the services require you to implement appropriate security procedures that are outlined in the terms and conditions for those services. The security procedures are designed to verify the authenticity of instructions that we receive (including, at our option, confirmation of service profiles by your authorized signers) and to control access to information and services. They are not designed to detect errors in the content or transmission of instructions or information. We may rely on the security procedures to control access to information and services and to determine whether any instructions we receive are authentic. You will be bound by all instructions issued in your name and accepted by us in compliance with the applicable security procedures, whether or not you or one of your authorized users actually gave us those instructions. The security procedures may require the use of PINs, user ID numbers, passwords, test keys, algorithms or other codes, all of which are referred to as "authorization codes." In some cases, we will provide all of the authorization codes (which, for some services, may be the same for multiple users). In these cases, we will either give the authorization codes directly to your users (or, if we have elected to permit your authorized signers to confirm service profiles by using authorization codes, then in that case directly to your authorized signers) or we will give them to the person within your company that you have designated as your "contact" or security administrator (as defined below). If we elect to give the authorization codes to your contact, that person is then responsible for distributing the authorization codes to your users. In other cases, you will be required to appoint a person within your company who has the authority to determine who is permitted to use certain services on your behalf. That individual is referred to as your "security administrator." Some services give you the option of designating more than one contact and/or security administrator. In these cases, we may give all of the authorization codes to a single contact or security administrator or (at our option) we may give a portion of the authorization codes to a particular contact or security administrator with the rest of the authorization codes going to another contact or security administrator. If we do not give all of the

authorization codes to a single security administrator, your security administrator must obtain the other portions of the authorization codes from the other contact or security administrator who received them. After obtaining the other portions of the authorization codes, your security administrator is responsible for creating and providing authorization codes for and establishing limits on each user's authority to initiate transactions, access information and use services on your behalf. You are completely responsible for controlling access to and maintaining the confidentiality of the security procedures and authorization codes and you must promptly report any breach of that confidentiality to us. You are also completely responsible for the actions of your contacts, your security administrators, any users to whom we or your contacts or security administrators have provided authorization codes and any other person who has obtained access to your authorization codes. In some cases, a third party vendor may provide the authorization codes on our behalf. We may send the reference materials and any notices regarding a service to your contact(s) for that service as reflected in your service profiles for that service as they are in effect at the relevant time.

11. Authorized Signers. As indicated above, your authorized signers are those individuals identified in any resolution, certificate, delegation of authority or other document that you have given us as having authority to enter into or amend the agreement on your behalf. We may act upon any oral or written instructions we receive that we believe in good faith to have been given by one of your authorized signers (including instructions sent by facsimile, e-mail or other electronic method). In addition, if we have elected to permit your authorized signers to confirm service profiles by using authorization codes, any person giving us an appropriate authorization code will be deemed to have authority to confirm service profiles, even if he or she is not otherwise one of your authorized signers.

12. Authorized Persons. The individuals who have authority to give us instructions, access information and use services on your behalf are those that are reflected in your delegation of authority, if you have executed one, or any other separate written resolution or other document relating to the services that you have given us. These individuals may be referred to as "authorized representatives," "authorized users," "authorized persons" or similar terms in these general terms and conditions and/or the terms and conditions for particular services. In addition, if you use a service that involves authorization codes, any person giving us an appropriate authorization code will be deemed to have authority to give us instructions, access information and use services on your behalf, even if he or she is not otherwise designated as having authority to do so. You may also authorize third party processors and other agents to give us instructions, access information and use services on your behalf. We may act upon any oral or written instructions we receive that we believe in good faith to have been given by an authorized person (including instructions sent by facsimile or other electronic method). We are authorized to follow the instructions of your contact, your security administrator or any person designated as having authority to act on your behalf (or that gives us or uses an appropriate authorization code) until we receive written notice that his or her authority (or authorization code) has been terminated and we have had a reasonable time to act upon that notice.

At our option, we may require written confirmation of instructions that are given orally or by facsimile.

13. Our Online Services and Software Materials.

(a) Use of Online Services. We offer several online services (including data transmission services) that allow you to electronically access information concerning your accounts, give us instructions regarding certain transactions with respect to your accounts and use of the services, and transmit and receive data files to or from us. We can also use online services to electronically provide you reports, confirmations, statements and other information regarding your accounts and use of the services. The instructions that you can give us through online services vary by service. These online services may require you to comply with various security procedures, including that you use authorization codes. You agree to provide us with all information we request to enable us to activate your ability to use online services. Some of the online services have specific formatting and other technical requirements, as we may specify from time to time. You agree to comply with these requirements when using the online services and to allow us to test and approve your setup for an online service or data transmission service before you begin using it. Certain of the online services may also require you to comply with certain online terms and/or use software that we license or sublicense to you. Your use of the online services and any software materials is subject to the online terms, any accompanying license agreement and the other terms of the agreement.

(b) Nonexclusive License. Your rights in the online services and software materials are limited to a nonexclusive license to use them solely in connection with your use of the services for your internal business purposes. You may not transfer or assign any of your rights with respect to the license, and the license will be automatically revoked if the agreement is terminated generally or with respect to the particular service to which the online services or software materials relate. If your license is revoked, you must return the software materials and any copies or extracts that you have made to us immediately. You may not (i) sublicense, sell, lease, distribute or (except with respect to your employees or agents) provide access to any of the online services or software materials to any third party, (ii) use the online services or software materials in a service bureau, time-sharing, outsourcing or similar arrangement, (iii) use the online services or software materials in any manner that is not expressly permitted by the agreement, (iv) modify, decompile, reverse engineer, disassemble or create derivative works from the online services or software materials or (v) copy all or part of the online services or software materials, except as necessary for reasonable back up purposes or (vi) take any actions or engage in any conduct that violates our rights (or those of our vendor) with respect to the online services or software materials.

(c) Proprietary Rights. Except as otherwise set forth in the online terms, the software materials or the terms and conditions for the relevant service, we or our vendor retain all ownership and other rights in the online services and software materials and in any related trade secrets, copyrights and other intellectual property rights. In addition, you acknowledge that the online services and software materials contain valuable, confidential, trade secret information that belongs to

us or to our vendor. You will not disclose or otherwise make that information available to any person other than your employees or agents that need to use the online services or software materials in order for you to use the services, and as to agents, have agreed in writing to comply with the restrictions on use in the agreement. You will instruct those employees or agents to keep the online services and software materials confidential by using the same care and discretion that you use with respect to your own confidential property and trade secrets. Your obligations of confidentiality regarding the online services and software materials will continue after termination of the agreement and your use of the services for so long as that information remains a trade secret or is otherwise subject to the protection of applicable law.

(d) Accounts at other Institutions. Some of our online services have the ability to access information concerning accounts at other financial institutions. In order for you to take advantage of this functionality, you must give written instructions to the other financial institution(s) to make information regarding those accounts available to us and the other financial institution(s) must give us written instructions to make that information available to you through one of our online services. We are not responsible for any inaccuracies in any information provided by the other financial institution(s) or for any errors or delays in any service caused by the other financial institution(s).

(e) No Guarantees or Responsibility. We make no guarantees and have no responsibility with respect to (i) the operation of any online service or software materials being uninterrupted, error free or free from program limitations, (ii) defects in the online services or software materials or any information provided through them, (iii) the online services, the servers that make them available or the software materials being free of viruses, disabling devices or other harmful components, (iv) any information or reports that are transmitted over the Internet, a wireless network, or sent by e-mail or other electronic method remaining confidential or being accurate, or (v) any person gaining unauthorized access to the online services, unless we failed to meet our standard of care in giving that person an authorization code. If an online service is not available or you are unable to access an online service, you agree to use another method (such as written instructions) to access your accounts or use the services.

14. Your Equipment, Communications Capabilities and Software. Several of the services require you to have certain equipment, communications capabilities or software. You are responsible for providing and maintaining (at your cost and expense) any equipment, communications capabilities or software (other than software we provide in connection with certain of our services) necessary for any of the services that you use. It is your responsibility to insure that the equipment, communications capabilities and software you select are compatible with those that we use from time to time to provide the services. We have no responsibility if any equipment, communications capabilities or software that you use is defective or is not compatible with ours, even if you have told us what equipment, communications capabilities and software you intend to use or we have previously approved its use.

15. Fraud Detection/Deterrence. Payment system fraud has increased dramatically in recent years due to a number of factors. From



time to time we may make certain products and services that are designed to detect and/or deter payment system fraud available to you. While no product or service will be completely effective, we believe that the products and services we offer will reduce the likelihood of certain types of fraudulent transactions occurring in your accounts. As a result, you agree that if you fail to implement any of these products or services that we specifically offer to you, (a) you will be precluded from asserting any claims against us with respect to any unauthorized, altered, counterfeit or other fraudulent transactions occurring in your accounts that the product or service was designed to detect or deter, (b) we will not be required to recredit your accounts or otherwise have any liability for such transactions, and (c) you will indemnify us for any loss or expense (including, without limitation, reasonable attorneys' fees to the extent permitted by law) relating in any way to such transactions, so long as we otherwise satisfied our duty of care with respect to the other aspects of such transactions. This obligation to indemnify, defend and hold harmless is limited to the extent provided under Section 768.28, Florida Statutes.

16. Fees and Taxes. You will pay us all fees that we disclose to you for any of the services that you use. We may change or add new fees for services from time to time. If you continue to use the service after the change becomes effective, you agree to pay the new fees. In addition, you agree to pay any taxes (other than taxes based on our net income) relating to the services that you use and to pay any out-of-pocket expenses we incur in performing the services for you, including any communication, access, transmission and data processing charges. Your accounts are also subject to the fees set forth in the schedule of fees described in the rules and regulations. We may change those fees by following the procedures set forth in the rules and regulations. We may collect any fees, taxes or expenses by debiting your accounts with us, offsetting those amounts against any earnings credits relating to any analysis of your deposit accounts, or other applicable method. We reserve the right to charge interest on any amounts that are not paid within 30 calendar days of the due date. We will apply all debits, credits and payments first to unpaid interest and then to fees, taxes and expenses in the order in which they were due. If you fail to pay any amount that you owe us under this agreement, we have the option of canceling or suspending the performance of any further services for you.

Notwithstanding the foregoing, the pricing contained within the SunTrust Proposal, including the fees listed on RFP Form C Price Proposal Form, provide fees for certain services and accounts to be provided to you pursuant to the agreement for the initial contract period of three (3) years beginning on September 1, 2012 (the "Initial Term"). The fees and pricing contained in the SunTrust Proposal ("Proposal Pricing") shall govern the service fees, interest rate, and earnings credit rate for those services and accounts provided to you during the Initial Term. The Proposing Pricing shall not change during the Initial Term, unless a fee change is imposed or mandated by the Federal Reserve System, the Federal Deposit Insurance Corporation, or other governmental, regulatory, or self-regulatory organization.

Pricing and fees for accounts, services, features or functionalities not specifically addressed in the Proposal Pricing shall be governed by the first paragraph of this Section 16. After the expiration of the Initial Term,

pricing and fees for all services and accounts shall be governed by the first paragraph of this Section 16, unless otherwise mutually agreed upon by the parties in writing.

17. Term and Termination. Unless a shorter period of notice is provided in the terms and conditions for the relevant service or we mutually agree to a shorter period of notice, the agreement will continue in effect until either you or we give 30 calendar days' prior written notice of termination to the other party. Any such termination may be for the entire agreement or for a particular service. In addition, we may terminate this agreement or any service immediately and without giving you prior written notice if (a) you violate this agreement, (b) any representation or warranty you make to us fails to be true and correct in any material respect, (c) we believe in good faith that there has been a material adverse change in your financial or business condition, (d) you make a general assignment for the benefit of creditors or become a debtor in any bankruptcy or other insolvency or liquidation proceeding, (e) we determine that changes in applicable laws, regulations, clearing house rules or funds transfer system rules have made it impracticable for us to perform under the agreement generally or with respect to a particular service or (f) any of the circumstances described in clause (g) or (h) of Section 8 of these general terms and conditions occurs. Even though the agreement may be terminated entirely or with respect to a particular service, all provisions relating to your indemnification obligations, your obligations concerning confidential information and limitations on our liability will continue to apply and will survive termination. You also continue to be liable for any obligations that you incurred prior to the termination of the agreement or any service, those that you incur in the process of terminating the agreement or a particular service and for any outstanding transactions.

18. Your Representations and Warranties. Each time you use a service you represent and warrant to us that (a) you are duly organized, validly existing and in good standing under the laws of your state of organization, (b) you have full power and authority to carry on your business and to enter into and perform your obligations under the agreement, (c) you have taken all actions necessary to enter into and perform your obligations under the agreement, (d) all resolutions or other authorizations you have given to us are true, accurate and complete in all material respects, (e) all assumed or fictitious names that you use have been duly registered or filed with the applicable governmental authorities, (f) you have obtained all necessary consents or authorizations for you to enter into the agreement, (g) this agreement is legally binding on you, (h) each person whose name is written or printed on your delegation of authority, if you have executed one, or any resolution or other separate written authorization concerning the agreement or any service has complete authority to bind you in all transactions relating to the agreement or any service, (i) you are neither bankrupt nor insolvent nor have you made an assignment for the benefit of creditors or sought the protection of any bankruptcy, insolvency or liquidation proceeding, nor do you have the present intention to do so, (j) you have not commenced any dissolution proceedings and no governmental authority having jurisdiction over you has served a notice of its intent to suspend or revoke your operations, and (k) the agreement does not violate any law, regulation or agreement to which you are a party. You also make the representations and warranties that are set forth in the terms and conditions for a service each time you use that

service. You agree to immediately notify us if any representation or warranty you make to us is no longer true.

19. Liability and Indemnification.

(a) Your Duty of Care. You must exercise good faith and ordinary care in performing your obligations under the agreement. In addition, you must promptly examine each written or electronic confirmation, report, periodic statement, notice or other document related to any services and notify us of any error, omission or other discrepancy reflected in such confirmation, report, periodic statement, notice or document within 30 days (or such shorter period of time specified in the terms and conditions for the relevant service) after we send or make it available to you.

(b) Our Duty of Care. In performing the services for you, you agree that we are not acting as a fiduciary for you or for your benefit and that our responsibility is limited to acting in good faith and exercising ordinary care. In that regard, the services have several unique characteristics that relate to our duty of care. For example, most of the services involve large volumes of items or transactions that are processed in a highly automated environment. The procedures set forth in the terms and conditions and/or the reference materials for each service have been designed in light of those characteristics to maximize your ability to use that service in an efficient manner while minimizing your cost and inconvenience. You agree that the procedures for each service are commercially reasonable and that we will be deemed to have exercised ordinary care if we substantially comply with the procedures. You also agree that clerical errors, mistakes in judgment, and occasional or unintentional deviations by us from the procedures will not be deemed to constitute a failure on our part to exercise ordinary care. You also agree that we will not be deemed to have failed to exercise ordinary care with respect to any error, delay or failure to perform that is caused by (i) fire, natural disaster, strike, civil unrest, terrorism, failure of computer or communications facilities, (ii) the acts or omissions of any third party (including any Federal Reserve Bank, clearing house or funds transfer system) or (iii) any circumstance beyond our reasonable control or for which we do not have responsibility under the agreement.

(c) Conditions on Our Liability. We will have no liability to you unless we fail to satisfy our duty of care as described above. If we fail to satisfy our duty of care, you agree to the maximum extent permitted by law that we will have no liability for any losses or damages resulting from that failure unless (i) you have complied with the terms of the agreement and satisfied your duty of care as described above (including your duty to discover and report any error, omission or other discrepancy reflected in any confirmation, report, periodic statement, notice or document to us within the applicable period), (ii) you take all reasonable actions to limit your losses or damage, (iii) promptly give us written proof of your losses or damages and cooperate with us in investigating the error, omission or other discrepancy and your losses or damages, and (iv) you bring any claim, action or proceeding against us with respect to any error, omission or discrepancy within one year after it occurred (in that regard, if the error, omission or discrepancy is a repetitive one, all such errors, omissions or discrepancies will be deemed to have occurred on the date of the first such error, omission or discrepancy).

(d) Limits on Our Liability. If we fail to satisfy our duty of care and you have satisfied the conditions to our liability, both as described above, then you agree to the maximum extent permitted by law that our liability to you will be limited to your monetary losses or damages that are a direct result of that failure, up to the lesser of (i) the amount of the transaction to which the error, omission or other discrepancy relates or (ii) the amount of the fees that you have paid us for the service in question for the six months preceding the month in which the failure occurred. You also agree to the maximum extent permitted by law that we will never be liable to you for any indirect, consequential, special, punitive or exemplary losses or damages (including, without limitation, lost profits, loss of data, business interruption or delay, time, savings, property or goodwill), without regard to the form of your claim or action or whether your claim is in contract, tort or otherwise, and even if we knew such losses or damages were possible or likely. To the extent we are required by applicable law to pay you interest on any amount for which we are liable under this section, that interest will be determined by using the "federal funds rate" we paid at the close of business on each day during the period beginning on the day such failure occurred until we have paid you the full amount of our liability. If we reimburse you for any losses or damages, you agree to transfer all of your rights relating to the transactions in question to us and to assist us in any efforts or legal actions that we may take to recover those amounts from any third party.

(e) Disclaimer of Warranties. **To the maximum extent permitted by law, we disclaim all representations and warranties of any kind, whether express, implied or statutory, with respect to the services, the software materials, the online services, and any equipment or software that you use in connection with the services, including the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.**

(f) Your Indemnification Obligations. Unless finally determined by a court or arbitrator having proper jurisdiction to have been caused exclusively by our gross negligence or intentional misconduct, you agree to defend, indemnify, protect and hold us, our affiliates and our respective officers, directors, employees, attorneys, agents and representatives harmless from and against any and all liabilities, claims, damages, losses, demands, fines (including those imposed by any Federal Reserve Bank, clearing house or funds transfer system), judgments, disputes, costs, charges and expenses (including litigation expenses, other costs of investigation or defense and reasonable attorneys' fees) which relate in any way to the services, the software materials or the agreement (including those caused by: (i) your failure to comply with any of the provisions of the agreement, (ii) the failure of any of the representations or warranties that you make to us to be true and correct in all respects at any time or (iii) any instructions you give us). This obligation to indemnify, defend and hold harmless is limited to the extent provided under Section 768.28, Florida Statutes.

20. Arbitration. **Either you or we have the right to require that any dispute, controversy or claim arising out of or relating to the agreement or any breach, termination or invalidity thereof, including any dispute concerning the scope of this arbitration clause, be settled by binding arbitration in accordance with Title 9 of the United States Code and the Commercial Arbitration Rules of**

the American Arbitration Association (the "Rules"). Any arbitration proceeding will be conducted before a panel of three neutral arbitrators, or one neutral arbitrator if the amount in dispute does not exceed \$500,000, all of whom must be attorneys engaged in the practice of banking law for ten years or more. You and we will each select one arbitrator, or if the arbitration is conducted by only one arbitrator you and we will jointly select the arbitrator. The arbitrator that you select and the arbitrator that we select will, within 10 days of their appointment, select a third, neutral arbitrator. In the event that they are unable to do so, you, we or either of our attorneys may request the American Arbitration Association to appoint the third neutral arbitrator. Prior to the commencement of hearings, each of the arbitrators appointed must take an oath of impartiality. Judgment upon any award rendered by the arbitrators may be entered and enforced by any court of competent jurisdiction. The place of the arbitration will be in the city where our principal office is located. In rendering any award the arbitrators will determine the rights and obligations of the parties in accordance with the laws of the state governing this agreement. The arbitrators are not empowered to award damages in excess of the amounts expressly provided for by the agreement. All statutes of limitation that would otherwise apply to a judicial action will apply to any arbitration or reference proceeding under the agreement. The arbitrators must award to the prevailing party, if any, as determined by the arbitrators, all of its costs and fees. "Costs and fees" means all reasonable pre-award expenses of the arbitration, including the arbitrator's fee, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees and attorneys' fees. Neither you nor we may disclose the existence, content or result of any arbitration under the agreement without the prior written consent of the other.

21. Jury Trial Waiver. You and we both knowingly, voluntarily, intentionally and irrevocably waive any right to a trial by jury with respect to any litigation based on, arising out of or relating to the agreement, the services, or any other document, instrument, transaction, course of conduct, course of dealing, statements (whether verbal or written) or your or our actions. This provision is a material inducement for us to enter into the agreement. You also acknowledge that none of our representatives or agents has represented that we would not seek to enforce this jury trial waiver in the event of any litigation.

22. Miscellaneous.

(a) Notices. Any notices under the agreement may be given by mail, personal delivery, fax, e-mail or other electronic means. We may use any address (including e-mail or other electronic addresses) for you shown in our records that we believe in good faith is valid. Any notice we send you will be effective when sent or we otherwise make the notice available to you through an online service. You must send any notices to us to your treasury management services sales officer. Any notice you send us is effective when we actually receive it.

(b) Severability. Any provision of the agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction and to the extent of such invalidity or unenforceability, be deemed

replaced with a valid and enforceable provision as similar as possible to the one replaced and all of the remaining provisions of the agreement will remain in full force and effect.

(c) Binding Agreement/Benefit. The agreement binds and benefits both you and us and our respective legal representatives, successors and assigns. The agreement is not for the benefit of any third party, and no third party has any right against either you or us under the agreement.

(d) Confidentiality of the Agreement. You acknowledge that the agreement contains valuable, confidential, trade secret information that belongs to us. You will not disclose or otherwise make that information available to any person other than your employees or agents that need it in order for you to use the services and, as to agents, have agreed in writing to comply with the restrictions on use in the agreement. You will instruct those employees or agents to keep the agreement confidential by using the same care and discretion that you use with respect to your own confidential property and trade secrets. Your obligations of confidentiality regarding the agreement will continue after termination of the agreement and your use of the services for so long as that information remains a trade secret or is otherwise subject to the protection of applicable law.

(e) Entire Agreement. The agreement is the complete and exclusive statement of the agreement between you and us with respect to the services. The agreement completely replaces any other ones you have given us in the past with respect to the services, except that any instructions you have given us under any such past agreements continue to be effective until replaced or deleted in accordance with the agreement (including, without limitation, through a service profile or an implementation/setup form).

(f) Headings and Certain References. The headings used in the agreement are for reference purposes only and should not be considered when interpreting the agreement. Whenever the term "including" is used in the agreement, it means "including, without limitation". Whenever the term "days" is used in the agreement, it is a reference to calendar days unless that reference specifies it is business days or banking days.

(g) Assignment. You may not assign the agreement or any of your rights or duties under it to any third party without our prior written consent. We may assign the agreement to any of our affiliates or successors or to any other person or entity in connection with a sale of assets without obtaining your consent. In addition, we may delegate our duties under the agreement to third party vendors without giving you notice of, or obtaining your consent to, such delegation.

(h) Applicable Law and Jurisdiction. The agreement is governed by and should be interpreted in accordance with the applicable federal laws and the internal laws of the state in which your principal account with us is located. You consent to the exclusive jurisdiction and venue of any court located in that state.

(i) Attorneys Fees. The prevailing party in any proceeding arising out of or relating to the agreement is entitled to recover its

attorney's fees and costs, in addition to any other remedy it may be entitled to under applicable law.

(j) Telephonic Communications. You consent to the recording of telephone conversations of your personnel in connection with the agreement and assume responsibility for obtaining the consent of, and giving notice to, such personnel. The decision to record any telephone conversation is solely at our discretion and we will not have any liability for failing to do so in any particular circumstance.

(k) Remedies. The rights, powers, remedies and privileges provided for you in the agreement are your sole and exclusive rights, powers, remedies and privileges with respect to the services and any failure by us to perform the services in accordance with the terms of the agreement. The rights, powers, remedies and privileges provided for us in the agreement are in addition to any rights, powers, remedies and privileges with respect to the services or any failure by you to comply with the terms of the agreement that we have under applicable law or otherwise, and we may exercise any or all of those rights, powers, remedies and privileges in any order.

(l) No Waiver of Rights. A failure or delay by us in exercising any right, power or privilege in respect of the agreement will not be presumed to operate as a waiver of that or any other right, power or privilege, and a single or partial exercise by us of any right, power or privilege will not be presumed to preclude any subsequent or further exercise by us of that or any other right, power or privilege.

(m) No Strict Construction. In the event an ambiguity or question of intent or interpretation of the agreement arises, the agreement should be construed as if you and we both drafted the agreement, and no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any provisions of the agreement will apply.

(n) Financial Accommodation. You acknowledge that the agreement is an agreement to provide a "financial accommodation" as that term is defined in the federal bankruptcy laws and, as a result, that neither you nor any bankruptcy trustee (including you when acting as a debtor-in-possession) have the ability to assume or reject the agreement as an executory contract.

(o) Financial Statements. You agree to provide us with financial statements and other financial information that we may reasonably request from time to time.

(p) Our Records. You agree that our records regarding the features and accounts that you have asked us to include in our implementation of your setup for any service (including the implementation/setup forms for that service) will be deemed correct and will control in the event of any dispute regarding your setup for that service. This provision applies even if we have not given you a copy of those records or you have not signed any documents included in those records.

(q) Authority for Other Entities. If you ask us to include accounts that belong to another person or entity in our implementation of your setup for the services, then (a) you represent and warrant to us that the other person or entity has given you authority to access its accounts through use of any service to the same extent as if you owned them, (b) each reference to "you" or "your" in the agreement will be deemed to be a collective reference to you and each other person or entity whose accounts are included in our implementation of your setup for the services, (c) all of the provisions set forth in the agreement will apply to the accounts as if you owned them, (d) you are deemed to be using a service with respect to any of the accounts included in our implementation of your setup for that service, (e) each person who is authorized to act on your behalf with respect to a service is also authorized to act on your behalf to the same extent with respect to the accounts of each other person or entity whose accounts are included in our implementation of your setup for that service, and (f) you and each other person or entity whose accounts are included in our implementation of your setup for the services are jointly and severally liable for all indemnification, confidentiality and other obligations to us under the agreement. We may require written confirmation from the other person or entity that it has authorized you to include its accounts in our implementation of your setup for the services and you agree to notify us immediately if that authority is revoked or changed. For purposes of this provision, if an account that belongs to another person or entity is included in our implementation of your setup of a service, you will be deemed to have asked us to include that account in our implementation of your setup of that service even though an exhibit, service profile, or other form or document (whether now or hereafter in effect) reflects that other person or entity as the client or customer.

Account Reconciliation Service

1. Description of the ARP Service. The SunTrust Account Reconciliation or "ARP" service allows you to facilitate the reconciliation of your accounts by exchanging information with us regarding checks that you have issued against your accounts and/or checks deposited into your accounts. Details regarding the functionality of the ARP service and certain formatting and other technical requirements that you must follow when using the ARP service are provided in the ARP reference materials as we update them from time to time.

2. Operation of the Service. You must tell us (in a form that is acceptable to us) which ARP service you desire for each account that is included in your setup for the ARP service. Except as otherwise

provided in these ARP terms and conditions or the ARP reference materials, all check, deposit or other information exchanged between us in connection with the ARP service will be transmitted electronically in the format we specify. Check, deposit and other information you send us must be received by us no later than the cutoff time for such information reflected in the ARP reference materials. You may select a daily, monthly, weekly or bi-weekly statement cycle for each account included in your setup for the ARP service. If you fail to designate a statement cutoff on our ARP calendar, the statement cycle will be monthly with a cutoff at the end of the calendar month.

3. Suspension of Service. You agree that you will be in material breach of these ARP terms and conditions if you repeatedly fail to meet any of the deadlines described above. In addition to any other

rights we may have under the agreement or applicable law, we may immediately suspend your use of the ARP service.

Accounts Receivable Conversion Service

1. Description of the Accounts Receivable Conversion Service. Accounts Receivable Conversion or "ARC" is a standard National Automated Clearing House Association or "NACHA" entry class that provides clients using our Scannable Lockbox, or "SLB," and ACH origination services the ability to convert eligible checks deposited through their lockbox service into automated clearing house entries. The ARC service allows eligible checks received via the U.S. mail (or equivalent service, such as an overnight delivery service) for the payment of goods and services to be converted to single-entry debits using the ARC entry class code. We will act as your agent or for purposes of the NACHA rules as your service provider to evaluate lockbox items for conversion to ARC entries or to process the item through lockbox check processing. Each lockbox item selected for conversion will be the source document for the related ARC entry. Details regarding the ARC service functionality and certain other technical requirements that you must follow when using the ARC service are provided in our SLB service reference materials and our ACH origination service reference materials, as we update either of them from time to time.

2. Function of ARC Service. We will allow you to use the ARC service only once you have been set up for our SLB service and have been qualified and set up for our ACH origination service. You may use the ARC service with respect to the account(s) and lockbox(es) that are identified on your ARC service profiles, as they are in effect the relevant time, if those account(s) are designated account(s) for the ACH origination service and we have agreed to include those account(s) and lockbox(es) in your set up for the ARC service. In that regard, if a service profile for SLB service includes information indicating your election to use ARC service, that service profile constitutes an ARC service profile as well. We will act as the originating depository financial institution or "ODFI" with respect to the ARC entries created as part of this service. You will be the "originator" for each of those ARC entries. By confirming an ARC service profile, you agree to be bound by and comply with the NACHA Operating Rules and Operating Guidelines.

3. Our Obligations. We, acting as your agent, will originate ARC entries, and the amount, the routing number, the account number, and the check serial number for each such ARC entry will be in accordance with the source document. We will retain a reproducible, legible image of the front and back each source document for two years from the Settlement Date of the ARC entry and we will provide commercially reasonable secure storage of the source document image and all related banking information. The original source document will be destroyed by us after it has been converted to an ARC entry. The source document (or any equivalent document) for the ARC entry will not be presented by us for payment unless the ARC entry is returned by the receiving depository financial institution or "RDFI". We will provide any necessary file totals to authorize release of your ARC entries in lieu of PAL Totals as described in the ACH origination service terms and conditions.

4. Your Representations and Warranties. You will provide a clear and conspicuous notice to the receiver of ARC entries, prior to the receipt of each source document that will be used as the basis for the origination of an ARC entry, that receipt of the receiver's check will be deemed to be the receiver's authorization for a debit entry to the receiver's account in accordance with the terms of the source document. The notice you provide will incorporate the Federal Reserve System Regulation E safe harbor language or substantially similar language such as:

"When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction."

You acknowledge that utilization of the ARC service will result in different obligations and liabilities for you with regard to electronic funds transfer legal and regulatory environment as compared to the legal and regulatory environment for accounts receivable paid by check.

5. ARC Return Items. Any ARC entry returned for insufficient funds will automatically be represented one additional time. Any ARC entry returned for any other reason will be prepared as a source document or its equivalent and processed as an item through lockbox check processing. If the item is returned, then the item will be sent back to the client in their daily remittance package and their account will be debited for the funds.

6. Data Transmission. All required data transmissions between you and us will utilize the appropriate online service made available by us.

7. Termination. The ARC service may be terminated by prior written notice by either you or us or by termination of the SLB service or the ACH origination service.

8. ACH Origination Service and Scannable Lockbox Service. These ARC service terms and conditions are expressly made a part of the terms and conditions of the ACH origination service terms and conditions and SLB service terms and conditions. Terms defined in the terms and conditions for the ACH origination service have the same meanings when used in these ARC service terms and conditions, and terms defined in the terms and conditions for the SLB service have the same meanings when used in these ARC service terms and conditions. If there is any inconsistency on a particular issue between these ARC service terms and conditions and the terms and conditions of the ACH origination service or the SLB service, these ARC service terms and conditions will control.

ACH Fraud Control Service

1. Description of the AFC Service. The SunTrust ACH Fraud Control or "AFC" service allows you to block the posting of incoming automated clearing house, or "ACH," debit and/or credit entries against your accounts. It also allows you to create exceptions to a block that will allow selected incoming entries to post.

2. Selection of AFC Service Options. For each account included in your AFC service setup you may select various service options. Your selection(s) for each account are reflected in your AFC service profiles as they are in effect at the relevant time. The options that you may select are as follows:

(a) Full Debit/Credit Block Option. If you would like to block the posting of all incoming ACH debit and/or credit entries to an account (without use of the OAC service option described below), you must select the full debit/credit block option for that account. In that regard, you have three options for each account: (i) blocking only incoming ACH debit entries; (ii) blocking only incoming ACH credit entries; or (iii) blocking both incoming ACH debit and credit entries. You must make a separate election for each account that is included in your setup for this service with a full debit/credit block option.

(b) Standing Order Option. If you would like to generally block all incoming ACH debit entries from posting to an account, but would like to set up one or more authorizations to allow certain incoming ACH debit entries to post to that account on a repetitive or "standing" basis, then you may select standing order option for that account and provide us the required information for the standing entries.

(c) Single Entry Option. If you would like to generally block all incoming ACH debit entries from posting to an account, but would like to set up one or more authorizations to allow particular ACH debit

entries to post to that account on a one-time or "single entry" basis, then you may select the single entry option for that account and provide us the required information for the single entry entries. Once we have posted an entry to which a single entry authorization applies, that authorization expires and we will block any future instance of that entry unless you establish an authorization to allow that future instance.

(d) Online ACH Control Service Option. If you would like to generally block all incoming ACH debit entries and/or credit entries from posting to an account, but would like to be able to have online access so that you can perform certain functions, including without limitation, (i) setting up one or more authorizations to allow particular ACH debit entries and credit entries to post to that account (either on a standing basis or single entry basis) and change or delete any authorizations included in the setup of your AFC service, and (ii) reviewing each ACH entry received for posting to your account that has been initially blocked from posting and making a decision to authorize that entry to post to your account or to return that entry, then you may elect to use our Online ACH Control, or "OAC" service, for AFC service, the "OAC service option," for that account. You may not select the OAC service option for an account if you currently have in place the full debit/credit block option described above for that account.

3. OAC Service Option Functionality.

(a) Accepting or Declining a Rejected Entry.

(i) If an ACH entry is received for posting to an account that you have included in your setup of the OAC service option, as reflected in your AFC service profiles as they are in effect at the relevant time, and that entry is the type of entry, either debit or credit, that you have elected to block for that account, as reflected in our

records at the relevant time, and is not allowed to post under an authorization you have in effect for that account at that time (whether the authorization was set up “manually” by confirming a service profile for the standing order or single entry option or was set up on line through the OAC service option), that entry will initially reject, each a “rejected entry.” Each rejected entry will be suspended for a period of time for you to have an opportunity to review and make a decision to return that rejected entry to the originator or to allow that rejected entry to post to your account. Any ACH entry received for posting to an account included in your setup of the OAC service option that is allowed under an authorization you have set up and that is in effect for that account (or is of a type of entry, debit or credit, that you have not elected to block) will post to your account in accordance with our normal processing procedures. In determining whether an ACH entry is allowed under an authorization that is in effect, (as we do for an authorization set up under a standing order option or single entry option) we will match the company id and dollar amount of that entry against the company ids and dollar amounts set up in, and authorized by, your authorizations and determine if posting that entry is within the number of times an entry is permitted to post to your account under the applicable authorization.

(ii) The users you have authorized to use the OAC service option for the account to which a rejected entry was to post will, through the OAC service option, be able to view certain details for that rejected entry and either authorize that rejected entry to post to that account or return that rejected entry to the originator. A rejected entry will remain in the list of rejected entries available in the OAC service option for authorized users to review and make a decision to post to your account or return that rejected entry, until the earlier of the decision deadline set forth in the OAC service option reference materials (as we may update them from time to time) or if a decision on that rejected entry has been submitted (or an authorization for that rejected entry has been created), the start of our processing for the next ACH processing window following the submission of that decision or creation of that authorization. You can also elect to have us send to one or more users you set up in the OAC service an email to alert those users when an ACH entry received for posting to an account has been rejected. Whether or not we fail to send you or you otherwise do not receive an email notice of a rejected entry, you are responsible for accessing the OAC service to review the list of rejected entries in the OAC service option.

(iii) To allow a rejected entry to post to your account, one of your users (more than one may be required if you are using the dual verification feature) authorized to use the OAC service option for that account to which the rejected entry was to post must either submit through the OAC service option your decision to accept that rejected entry and allow it to post or you must set up an authorization for that entry by the decision deadline. We will return that rejected entry to the originator, if the election to refuse that entry is made through the OAC service option by your authorized user(s) or you do not take the necessary action to authorize the rejected entry to post to your account by the payment decision deadline. You are responsible for having up-to-date and accurate authorizations in effect for all ACH entries you wish to have post to the accounts you have set up in the OAC service option, in case the OAC system is unavailable and we are unable to provide

notice of a rejected entry or accommodate the submission of decisions in writing and process those decisions by the decision deadline.

(b) Entry Authorizations. The users you have authorized for an account included in your setup of the OAC service option may use the OAC service option to create authorizations that allow ACH debit or credit entries to post to that account and modify or delete any authorizations included in your setup for the AFC service for that account (more than one may be required if you are using the dual verification feature). You may set up an authorization through the OAC service option as a single entry authorization or a standing order authorization by designating the number of times an ACH entry is permitted to post to your account under that authorization. If you do not designate for an authorization the number of instances an ACH entry is permitted to post to your account under that authorization, you are authorizing an unlimited number of ACH entries permitted under that authorization to post to your account. Unless you otherwise specify in the setup of an authorization in the OAC service option, each authorization will be set up in the OAC service option with an immediately effective beginning date. If you are using the OAC service option for an account, and we elect, in our discretion, to allow you to set up manually an authorization through the standing order or single entry option, those manually created authorizations will also be included in your setup of the OAC service option. Each authorization manually created under a standing order or single entry option you have in effect for an account at the time you elect to use the OAC service option for that account will also be included in your setup of the OAC service option. Each authorization manually created under the standing order option will be included in your setup of the OAC service option with an unlimited number of instances, with an immediately effective beginning date and without an expiration date. Each authorization manually created under the single entry option will be included in your setup of the OAC service option with an immediately effective beginning date and without an expiration date.

(c) Dual Verification. If you use the dual verification feature of the OAC service option, you can require that a separate user authorized for an account included in your setup of the OAC service option and with sufficient approval authority (as described in the reference materials) approve any authorization maintenance request to create, modify or delete an authorization for that account before that authorization maintenance request takes effect and approve any decision to accept or reject a rejected entry for that account before that decision is submitted. One user authorized for that account and with sufficient initiation authority must enter the authorization maintenance request or the decision and another user authorized for that account and with sufficient approval authority must approve the authorization maintenance request or decision. The default setup is to require dual verification for any authorization maintenance request or decision for a rejected entry. One user is able to submit an authorization maintenance request or a decision to allow a rejected entry to post to your account or be returned, if you have elected not to use the dual verification procedures at all or if you have entitled that user so the dual verification procedures are not required for that user for decisions or authorization maintenance requests under a certain dollar threshold. We recommend that you use dual verification at all times, and you are responsible for any ACH entry paid or returned in accordance with any decision or

authorization maintenance request submitted without use of dual verification.

(d) Alerts. You may elect to have us send to certain users included in your setup of the OAC service one or more of the types of alerts available in the OAC service option, including alerts to notify you when an ACH entry received for posting to an account included in your setup of the OAC service option was rejected, to notify you when an ACH entry posted to an account included in your setup of the OAC service option because it matched an authorization, to notify you when a decision for a rejected entry or a maintenance request to set up, modify or delete an authorization needs to be approved, and to notify you once a decision has been made or modified or an authorization set up, modified or deleted. Your security administrator will designate which users included in your setup for the OAC service are to be sent an alert and which alerts each user is to be sent. Alerts will be sent to each user at the email address designated in the OAC setup for that user. You agree that we will not have any liability if we fail to send to any one of those designated users or any one of those designated users does not otherwise receive one or more alerts.

(e) Designation of Security Administrator(s). In order to use the OAC service option (unless you are currently using the OAC service for ACH origination service), you must initially designate one person as one of your security administrators for the OAC service. That initial security administrator will be identified on your service profiles for the OAC service as in effect at the relevant time. That initial security administrator and each other user who has been granted user administration rights in the OAC service will be an "OAC security administrator" of yours for the OAC service. Each OAC security administrator will have all of the rights and responsibilities described in any terms and conditions for the OAC service, the reference materials for the OAC service, or the general terms and conditions. Each OAC security administrator included in your setup of the OAC service may be able to administer the rights and permissions of any user included in your setup of the OAC service, including themselves, and grant any of those users, including themselves, access to any functionality available to you in the OAC service. It is important for you to note that if you also use the OAC service for your setup of the ACH origination service, any OAC security administrator will be an OAC security administrator for the OAC service option for the ACH origination service as well and can entitle users for both the OAC service option for the AFC service and the OAC service option for the ACH origination service. Any OAC security administrator may terminate administration entitlements of any other OAC security administrator directly through the OAC service, including your initial OAC security administrator you designated on your service profiles for the OAC service. We will provide the initial authorization codes for use by your initial OAC security administrator identified in your service profiles for the OAC service as they are in effect at the relevant time. We will deliver these authorization codes directly to that initial OAC security administrator.

(f) Authorization Codes and Security Procedures. The security procedures for the OAC service include the requirement that each of your users is required to enter that user's authorization codes to log on to the OAC service. We may require that a user provide additional information or use other additional security procedures to

authenticate that user. Your users should not give their authorization codes to any other person or use them anywhere other than within the OAC service. The user's initial authorization codes to access the OAC service will be supplied by an OAC security administrator as described in the general terms and conditions. You are solely responsible for developing appropriate checks and balances to effectively control and monitor the use of OAC service by all users, including but not limited to, each of your OAC security administrators. You agree that these security procedures are commercially reasonable.

4. SunTrust Entries. If you use the AFC service with respect to an account that you use to settle incoming ACH debit entries for certain transactions with us, then you will need to authorize those entries on a standing order basis in one or more AFC service profiles. Transactions subject to this requirement may include cash concentration debits, automated loan and lease payments, check order payments and merchant card settlements. If you fail to authorize entries for these transactions on a standing order basis, then those entries will be blocked and you may incur additional fees, interest and charges.

5. Duration and Changing of Options. Once we have included the information from the selections you have made for the AFC service (as reflected in your service profiles in effect at the relevant time or in our records of our implementation of your AFC service) in our implementation of your setup for the AFC service, we will process incoming ACH debit and/or credit entries in accordance with those selections and any authorizations set up in and instructions given through the OAC service option, until (a) your use of the AFC service or the agreement is terminated or (b) you confirm an AFC service profile or provide other instructions that add to, delete or modify your previous selections and we have had a reasonable period to act on them before we receive the relevant entries. In that regard, if you are using the OAC service option for an account and delete all authorizations set up for that account, we will continue to block all incoming ACH debit and/or credit entries from posting to your account. Conversely, if you provide an instruction to delete an account from your OAC service setup, we will remove the account from the AFC service and allow all incoming ACH debit and credit entries to post to that account. Additionally, if you are not using the OAC service option and you confirm an AFC service profile that deletes the last authorization set up under a standing order option for an account (and there is not otherwise an authorization setup under a single entry option in effect for that account), we will remove the debit block from the account and allow all incoming ACH debit and credit entries to post to that account. If you want to prevent incoming ACH debit and/or credit entries from posting to that account, you will need to confirm an AFC service profile that adds a full debit/credit block option or the OAC service option for that account. Conversely, if you are not using the OAC service option for the AFC service and you confirm an AFC service profile that deletes the last authorization set up under a single entry option for an account (and there is not otherwise an authorization set up under standing order option in effect for the that account), we will convert your single entry option into a full debit/credit block option for that account, blocking ACH debits from posting to that account. If you want to permit incoming ACH debits to post to that account, you will need to confirm an AFC service profile that deletes the full debit/credit block option for that account or adds an authorization

under a standing order or single entry option to your AFC service setup (or adds the OAC service option and establish authorizations through it).

ACH Origination Service

1. Description of the ACH Origination Service. The SunTrust Automated Clearing House Origination or "ACH" service allows you to initiate debit and credit entries through the automated clearing house, which is a funds transfer system for sending and settling for electronic entries among participating financial institutions. Details regarding ACH's functionality and certain formatting and other technical requirements that you must follow when using the ACH origination service are provided in the ACH origination reference materials as we update them from time to time.

2. Functioning of the ACH Origination Service. Under the ACH origination service, we act as the originating depository financial institution or "ODFI" with respect to entries that you send us or that are sent to us on your behalf. You will be the "originator" for each of those entries. By confirming an ACH origination service profile, you agree to comply with and be bound by the rules (as defined below).

3. Definitions. Unless otherwise defined in the general terms and conditions or these ACH origination terms and conditions, terms that are defined in the rules have the meanings given to those terms in the rules. The following terms have the specified meanings for purpose of these ACH origination terms and conditions:

(a) "ACH operator." means a Federal Reserve Bank or other entity that provides clearing, delivery and settlement services for entries, as further defined in the rules.

(b) "Authorized representative" means each person identified in your ACH origination service profiles as they are in effect at the relevant time, who is authorized (unless otherwise indicated in your service profiles) to give us instructions and to verify the total dollar amount of entries in a file by submitting control totals (as defined below) in writing, by a method acceptable to us, or through our phone authorization Line, or "PAL" system, if you have elected to use our PAL system.

(c) "Batch" means entries that have been grouped together and that have the same effective entry date and entry class code and that settle to the same designated account.

(d) "Business day." means Monday through Friday, excluding banking holidays.

(e) "Cut-off deadline." means the time on a business day by which we must receive an entry for processing on that business day as we update it from time to time.

(f) "Designated account" means the account(s) to be used as a settlement source of debits or credits for entries that you have designated in your ACH origination service profiles as they are in effect at the relevant time.

(g) "Effective entry date." means the date specified in an entry on which you instruct that the payment for that entry is to be made.

(h) "Entry" means a request for a credit to or a debit from a receiver's deposit account as further defined in the rules and includes all data we receive from you regarding an entry.

(i) "Entry class codes." means the codes that distinguish the various types of entries, as further defined in the rules.

(j) "File" means a group of entries associated with a given transmittal register and related control totals, as further defined in the rules.

(k) "Final settlement" means the day an entry is posted to the account of the RDFI the ACH operator.

(l) "Instruction" means a direction relating to an entry that we receive from an authorized representative, including canceling an entry.

(m) "NACHA" means the National Automated Clearing House Association.

(n) "On-us entry." means an entry that credits or debits an account maintained with us.

(o) "Receiver." means the person or entity that has authorized you to initiate a debit or credit entry to the account of that person or entity maintained at the RDFI as further defined in the rules.

(p) "RDFI" means the receiving depository financial institution as further defined in the rules.

(q) "Rules." means the Operating Rules and Operating Guidelines adopted by NACHA, as in effect at the relevant time.

(r) "Third-party sender." means a person that is not an originator that has authorized an ODFI (or another third-party sender) to transmit, for the account of the third-party sender (or another third-party sender), (i) a credit entry to the account of a receiver with an RDFI (or, if the receiver is also the RDFI, to such receiver) in order to effect a payment from the originator to the receiver, or (ii) a debit entry to the receiver's transaction account or general ledger account with an RDFI (or, if the receiver is also the RDFI, to such receiver) in order to effect a payment from the receiver to the originator.

4. Transmitting Entries to Us. You may transmit entries and instructions to us so long as you comply with the rules, the general terms and conditions, these ACH origination terms and conditions, the ACH origination reference materials and the security procedures. Any entry you send must be transmitted to us through the online services (which, for purposes of the ACH origination service, includes our online

cash manager service) identified in your ACH origination service profiles as they are in effect at the relevant time and must comply with the requirements of, and be identified by, the appropriate entry class code and comply with all NACHA record format specifications. We may at any time, immediately upon notice, prohibit you from originating certain types of entries using the ACH origination service. Certain of our online services may not be used to originate IAT entries or recurring TEL entries, as we may determine from time to time. You must retain all data on file that we would need to reprocess an entry for at least three business days after midnight of the effective entry date of that entry and agree to give us that data immediately upon our request. If you use a third-party service provider, then each reference in these ACH origination terms and conditions to "you," includes your third-party service provider as appropriate, provided that we may elect not to accept designations of a third party processor to deliver entries on your behalf.

5. Obligations of a Third-Party Sender. The rules contain special requirements and impose additional obligations on us when we act as your ODFI with respect to entries you send us as a third-party sender. As a result, we must obtain additional agreements and representations from you with respect to those entries. If you send us any entries as a third-party sender, you automatically make the additional agreements and representations to us that are contemplated by the rules.

6. Our Processing of Entries. Except as provided later in this section with respect to on-us entries, we will process entries and instructions that we receive from you and then transmit those entries as the ODFI to an ACH operator. We will transmit the entries to the ACH operator by its deposit deadline prior to the effective entry date shown in the entries so long as the ACH operator is open for business on that day and we receive the entries prior to (a) our cut-off deadline and (b) the number of days required in the ACH origination reference materials to meet the effective entry date shown in the entries. For entries that we receive after those times, we will use reasonable efforts to transmit the entries by the ACH operator's next deposit deadline on a business day on which the ACH operator is open for business. If we receive an on-us entry from you, we will credit or debit the receiver's account for the entry amount on the effective entry date so long as we receive the entry prior to (a) our cut-off deadline and (b) the number of days required in the ACH origination reference materials to meet the effective entry date shown in the entry. For an on-us entry that we receive after those times, we will use reasonable efforts to credit or debit the receiver's account on the business day following such effective entry date. If the effective entry date shown in an entry that we receive from you is not a business day, we will process that entry as if the effective entry date for that entry was the next business day following the requested effective entry date.

7. Exposure Limits. We reserve the right to establish and change (immediately and without giving you prior notice) aggregate and individual dollar limits or "exposure limits" for your entries and files. We may refuse to process entries or files that exceed these exposure limits. We will tell you what your exposure limits are at any time upon request.

8. Suspension and Rejection of Entries. We may suspend processing of and/or reject an entry, batch or file that (a) does not

comply with the rules, the general terms and conditions, these ACH origination terms and conditions, the ACH origination reference materials or the security procedures or (b) contains an effective entry date more than 14 calendar days after the day we receive it. We may suspend processing of and/or reject an on-us entry for any reason that would allow that entry to be returned under the rules. We may also suspend processing of and/or reject an entry, batch or file if you fail to comply with any of your obligations under these ACH origination terms and conditions, including your obligation to maintain sufficient available balances in the designated account(s). We may suspend processing of an entry, batch or file without giving you notice. If we reject a batch or an entire file of entries, we will notify you no later than the business day on which the batch or file would have been transmitted to the ACH operator for processing. If an individual entry is rejected, it will be reported with your returns. If we reject an entry, batch or file, you may be required to resend it.

9. Termination or Suspension of Service. In addition to, and without in any way limiting, any other rights we have to terminate or suspend your use of the ACH origination service under the agreement, we may terminate or suspend your use of the ACH origination service immediately and without giving you prior written notice if you have breached the rules, any entry you transmit to us or any of your acts or omissions might cause us to breach the rules or any representations or warranties we make under the rules, or we believe termination or suspension is necessary for us to comply with the rules.

10. Cancellation and Amendment of Entries. We have no obligation to honor or process any request we receive from you to cancel or amend an entry once we have received that entry. However, as an accommodation to you, we will use good faith efforts to honor your request to cancel (but not to amend) an entry if (a) the request complies with the security procedures and (b) we receive your request at a time and in a manner that gives us a reasonable opportunity to act on it prior to transmitting the entry to the ACH operator or, in the case of an on-us entry, prior to crediting or debiting the entry to the receiver's account. We are not liable if we cannot honor your cancellation request. You agree to reimburse us for any expenses we may incur in attempting to honor your cancellation request. If you request a cancellation, we will use a reversing entry in an effort to honor your request except in limited circumstances where we have the capability to delete the entry, batch or file.

11. Name and Account Number Inconsistency. You must ensure the accuracy of your entries and instructions. If an entry describes the receiver inconsistently by name and account number, payment may be made by the RDFI (or, for an on-us entry, by us) on the basis of the account number, even if that number identifies a person other than the named receiver. You are responsible for any loss associated with such inconsistency and your obligation to pay us the amount of the entry is not excused in such circumstances.

12. Notice of Returned Entries. We give you notice by online service, secured e-mail, facsimile or mail promptly after we receive a returned entry from the ACH operator. We are not obligated to retransmit any returned entry that we originally transmitted in compliance with these ACH origination terms and conditions. If you

want us to retransmit a returned entry to the ACH operator, you must retransmit the entry to us.

13. Notifications of Change. We will give you notice by online service, secured e-mail, facsimile or mail of all notifications of change relating to your entries within two business days after we receive them. You agree to make the required change(s) prior to submitting any further entries to the applicable receiver's account. If you fail to correct an entry in response to a notification of change, NACHA may impose fines against you that may be debited directly against the designated account(s) without prior notice.

14. Online ACH Control Service.

(a) General Description. Our Online ACH Control, or "OAC," service for ACH origination service, the "OAC service option," enables you to (i) submit control totals for each file you transmit to us for origination, (ii) view certain details for your files transmitted to us for origination and the current processing status of that file, and (iii) create calendars of dates on which you expect to transmit files to us. Your selection of which of these OAC service option functions to use will be reflected on your Online ACH Control for ACH Origination service profiles as in effect at the relevant time. The OAC service option may not be used when creating and originating ACH entries through certain of our online services, as we may determine from time to time. Details regarding the OAC service option functionality and certain requirements that you must follow when using the OAC service option are provided in the OAC service reference materials as we update them from time to time.

(b) OAC Service Option Functions.

(i) Control Totals.

(A) Through the control totals function of the OAC service option, you may submit control totals to verify the total dollar amount of all debit entries and, separately, all credit entries included in each file you have transmitted to us for origination. You may also review, modify, or delete those control totals through the OAC service option.

(B) Each user you have authorized to use the control totals function will be able to enter, review, modify, or delete control totals for any files submitted under any ACH origination point, or "application," included in your setup for ACH origination service (as reflected in our records of our implementation of your setup) for which you have authorized that user for the control totals function. To enter, review, modify, or delete control totals for a file, your user must know and select the correct application under which that file is submitted.

(C) Once we have completed processing for origination a file that contains debit entries and credit entries in dollar amounts that match control totals you have submitted for a file for that application, you will not be able to change or delete those control totals for that file.

(D) If you are using the control totals function of the OAC service option, you can elect to have us send to one or more users set up in the OAC service one or more file status alerts available for the control total function, including alerts to notify you when we have received a file, when we have successfully processed the file for origination, and when a file has been suspended because of missing control totals. Each user you designate to receive a file status alert will be sent that alert for any file you submit for origination. You agree, however, that we will not have any liability if we fail to send to any one of those designated users or any one of those designated users does not otherwise receive one of those file status alerts.

(ii) File Inquiry.

(A) Through the file inquiry function of the OAC service option, for any file you have submitted to us for origination and that we have started to process, you will be able to review certain details for that file, and batches and entries included in the file. You will also be able to view the current processing status of that file, including whether that file has been successfully processed for origination by us, is being processed but has suspended, has been rejected, or has been deleted. This information for a file will only be available through the file inquiry function of the OAC service option for the period of time specified in the reference materials (as in effect from time to time).

(B) Each user you have authorized to use the file inquiry function will be able to view all information available in the file inquiry function for any files you have transmitted to us for origination under any application for which you have authorized that user for the file inquiry function.

(C) Each user you have authorized to use the file inquiry function of the OAC service option will also be able to view all information available for any ACH entries you receive which settle to an account which is included as a settlement account for any application included in any function of your setup of the OAC service option and for which you have authorized that user for the file inquiry function.

(iii) Calendar Monitoring.

(A) Through the calendar monitoring function of the OAC service option, you may create and maintain one or more calendars of the dates on which you expect to transmit an ACH file to us for origination. You may establish up to five calendars for each application which you included in your setup of the calendar monitoring function of the OAC service option (as reflected in our records of our implementation of your setup of the OAC service option).

(B) To set up a new calendar for the calendar monitoring function, you must first request (in a form acceptable to us) for us to set up a blank calendar for an application included in your set up of the calendar monitoring function. As part of that calendar setup, you must provide us with the window(s) of time (between our ACH processing windows) in which you expect to transmit your files to us and the number of files you expect to transmit under that calendar on a day. Once we have set up one or more blank calendars for an application included in your setup of the calendar monitoring function, you can set

the dates you expect to submit a file to us on any of those calendars and view and change the dates on any of those calendars through the calendar monitoring function. Before the end of each year, we will set up each of your calendars as a blank calendar for the applicable application in the following year and use the same windows of time you designated for each calendar as the windows of time in which you anticipate transmitting your files to us (and the same number of files you expect to transmit on a day under that calendar). Once a calendar has been set up for an application for the following year, you will need to set each of the dates on which you expect to transmit a file.

(C) Each user you have authorized to use the calendar monitoring function of the OAC service option will be able to view and set dates for any calendar established for an application included in your setup of calendar monitoring function for which you have authorized that user to use the calendar monitoring function.

(D) If you are using the calendar monitoring function of the OAC service option, you can elect to have us send to one or more of your users set up in the OAC service certain email alerts if files are not submitted to us in accordance with the dates and designated windows of times you have scheduled. If you scheduled a date on a calendar for an application included in your setup of the calendar monitoring function and a file is not transmitted to us under that application by the start of the our ACH processing window following a window of time designated for that calendar in which you anticipated transmitting a file to us, we will send an email to each user you designate to alert your designated users that we did not receive a file on a date and at a time you scheduled. That email alert would be sent after we completed our processing for that ACH processing window. Similarly, if a file is transmitted to us on a date which was not a date scheduled on one of your calendars for an application or in a window of time which was not one of the windows of time you designated for a calendar as the time you anticipated transmitting a file to us, we will send an email to each user you designate that a file was submitted on a date or at a time that was not scheduled as a date or the time you expected to send a file to us. That email alert would be sent after we completed our processing for that ACH processing window. Each of the email alerts available for the calendar monitoring function will be sent to each of the users set up in the OAC service which you have designated to receive that type of alert. You agree, however, that we will not have any liability if we fail to send to any one of those designated users or any one of those designated users does not otherwise receive one of those alerts.

(E) Even if a file is submitted under an application included in your setup of the calendar monitoring function of the OAC service option on a date or during a window of time that was not scheduled for a calendar for that application, we will continue to process that file in accordance with our normal procedures. If you have more than one calendar setup for an application and you have scheduled on more than one calendar the same date to submit a file we can not determine which file was sent for which calendar. Additionally, if you have more than one window of time scheduled for one day on a calendar, we can not determine which file was sent for which window of time. Therefore, you can not tell from an email alert, or fact that you did

not receive an email alert, whether we received the correct file scheduled for that calendar or that window of time.

(c) Setting up Alerts. Your security administrator will designate which users included in your setup of the OAC service are to be sent an alert available in the OAC service and which alerts each user is to be sent. Alerts will be sent to each user at the email address designated in setup for that user in the OAC service option.

(d) Designation of Security Administrator(s). In order to use the features of the OAC service option (unless you are also currently using the OAC service for the ACH Fraud Control service), you must initially designate one person as one of your security administrators for the OAC service. That initial security administrator will be identified on your service profiles for the OAC service as in effect at the relevant time. That initial security administrator and each other user who has been granted user administration rights in the OAC service will be an "OAC security administrator" of yours for the OAC service. Each OAC security administrator will have all of the rights and responsibilities described in any terms and conditions for the OAC service, the reference materials for the OAC service, or the general terms and conditions. Each OAC security administrator included in your setup of the OAC service may be able to administer the rights and permissions of any user included in your setup of the OAC service, including themselves, and grant any of those users, including themselves, access to any functionality available to you in the OAC service. It is important for you to note that if you also use the OAC service for your setup of the ACH Fraud Control service, any OAC security administrator will be an OAC security administrator for the OAC service option for the ACH Fraud Control service as well and can entitle users for both the OAC service option for the ACH Origination service and the OAC service option for the ACH Fraud Control Service. Any OAC security administrator may terminate administration entitlements of any other OAC security administrator directly through the OAC service, including your initial OAC security administrator you designated on your service profiles for the OAC service. We will provide the initial authorization codes for use by your initial OAC security administrator identified in your service profiles for the OAC service as they are in effect at the relevant time. We will deliver these authorization codes directly to your initial OAC security administrator.

(e) Authorization Codes and Security Procedures. The security procedures for the OAC service include the requirement that each user is required to enter that user's authorization codes to log on to the OAC service. We may require that a user provide additional information or use other additional security procedures to authenticate that user. Your users should not give their authorization codes to any other person or use them anywhere other than within the OAC service. The user's initial authorization codes to access the OAC service will be supplied by an OAC security administrator as described in the general terms and conditions. You are solely responsible for developing appropriate checks and balances to effectively control and monitor the use of the OAC service by all your users, including but not limited to, each of your OAC security administrators. You agree that these security procedures are commercially reasonable.

15. Security Procedures. You agree to comply with the following security procedures in using the ACH origination service and agree that these security procedures are commercially reasonable:

(a) System Edit. We will only accept entry files that pass our system edit. That system edit examines various attributes of an entry file, including the settlement account, the credit or debit nature of the entries contained in the file and the application identification number contained in the file's header or trailer record. We will reject any entry file that does not pass our system edit and will notify an authorized representative of that rejection. You agree that all entry files that pass our system edit will conclusively be deemed to have been authorized by you.

(b) Control Totals. Except for entry files that are transmitted through certain online services, you are required to verify the total dollar amounts for all debit entries and, separately, for all credit entries contained in each entry file by submitting to us the total dollar amount for each, or the "control totals." Except for files transmitted or to be converted into an EDI format, you must submit the verifying control totals through either the control totals function of the OAC service option or our phone authorization line or "PAL" system. Your election to use the control totals function of the OAC service option will be reflected in your service profiles for the OAC service option, as in effect at the relevant time. To submit control totals through the OAC service option requires that the users you have authorized to use the control total function for the applicable application must follow the security procedures outlined for accessing the control totals function of the OAC service option. To submit control totals through PAL requires the use of the ACH authorization code that we assign and distribute directly to your authorized representative. If your file is transmitted or to be converted into an EDI format, your authorized representative will be required to provide control totals to our EDI department by a method that is acceptable to that department. If you use a third-party processor that sends your entries to us in a file that also contains entries being initiated on behalf of other clients, then your third-party processor may give us control totals on an aggregate basis for all entries contained in that file.

(c) Online Services. For entry files or instructions that are transmitted to us through one of our online services, you are required to comply with the security procedures for that online service. If you use a third-party processor that sends your entries to us in a file that also contains entries being initiated on behalf of other clients, then your third-party processor will use the authorization codes that we issued to it, rather than ones we issued to you.

(d) Direct Transmissions. For entries transmitted directly through communications software, a logon record with a unique ID and password is required. The ID and password are provided with the establishment of the direct transmission product. If you use a third-party processor that sends your entries to us in a file that also contains entries being initiated on behalf of other clients, then your third-party processor will use the ID and password that we issued to it, rather than ones we issued to you.

(e) Cancellation Requests. Instructions canceling an entry may be delivered by a facsimile or through certain online services.

We may verify or authenticate any instructions by calling the authorized representative giving us the instructions or by any other means we believe to be reasonable in the circumstances, but are under no obligation to do so. We will have no liability for acting on instructions we believe in good faith to have been given by an authorized representative.

(f) General. We may verify or authenticate any entry or files by contacting you by telephone or by any other method we believe is reasonable under the circumstances, but we are under no obligation to do so. If we are unable to verify or authenticate an entry or file, we may refuse to process such entry or file. We may change the security procedures by giving you notice of the changes and any changes will take effect immediately upon your receipt of that notice.

16. Payment for Entries. You must pay us the amount of each credit entry we have originated on your behalf and we will pay you the amount of each debit entry that we have originated on your behalf, all at such times as we may determine. You must also pay us (at such time as we may determine) the amount of each debit entry we have originated on your behalf that is returned by the RDFI. We may, without notice or demand, (a) debit any designated account for amounts that you owe us under these ACH origination terms and conditions and (b) credit any designated account for the amount of (i) originated debit entries and (ii) returned entries previously debited from any designated account. You must at all times maintain sufficient available funds in the designated account(s) to cover your payment obligations to us. If your obligations to us at any time exceed the available funds in the designated account(s), we may refuse to process entries until you deposit sufficient available funds and/or debit or place a hold on funds in any account you maintain with us. We have the right to set off against any amount we owe you, in payment of your obligations to us.

17. Representations for all Entries. You give us the following representations with respect to every entry you send us: (a) the receiver designated in that entry authorized you to initiate the entry and to credit or debit its account in the amount and on the effective entry date of the entry, (b) the receiver's authorization is and will remain effective until the receiver's account is debited or credited, (c) the entry conforms to your obligations under the general terms and conditions, these ACH origination terms and conditions, the rules and the ACH origination reference materials, (d) the entry complies with and does not violate applicable laws and regulations (including those relating to sanctions programs), and (e) you have performed a reasonable examination of your receiver relationships to identify transactions with those receivers which must be originated using the IAT entry class code. You agree to be bound by the rules and acknowledge that payment of an entry by the RDFI to the receiver is provisional until the RDFI receives final settlement for such entry and that, if such settlement is not received, the RDFI will be entitled to a refund from the receiver of the amount credited and, in such case, you will not be deemed to have paid the receiver the amount of the entry.

18. Additional Representations for Specific Entry Types. The rules contain special requirements and impose additional obligations on us when we act as your ODFI with respect to certain entry types. As a result, we must obtain additional agreements and representations from



you with respect to those entry types. Those additional agreements and representations are set forth for each entry type below. If you send us any of the entry types described below, you automatically make the additional agreements and representations to us that are set forth for that entry type below.

(a) ARC (Accounts Receivable) Entries. If you send us debit entries using an ARC entry class code (each an "ARC Entry"), you further represent and warrant to us and agree that:

(i) The entry is a single-entry debit for conversion of receiver's check or draft for the payment of goods or services;

(ii) A check or draft provided by the receiver to you and received (a) via the U.S. mail (or an equivalent service, such as an overnight delivery service), (b) at a drop box location, or (c) in person for payment of a bill at a manned location serves as the source document for the receiver's routing number, account number, check serial number and dollar amount for the entry, and contains a pre-printed serial number, does not include an Auxiliary On-U's Field in the MICR line, is for an amount of \$25,000 or less and was completed and signed by the receiver;

(iii) The check or draft used as the source document for the entry is eligible to serve as a source document under the rules and is not one of the following: third party checks or drafts, drafts that do not include the signature of the receiver, checks provided by a credit card issuer to access a credit account, checks drawn on home equity lines of credit, checks drawn on an investment company, obligations of financial institutions, such as, travelers checks or money orders, checks drawn on federal institutions, such as, the Treasury of the United States or Federal Reserve Bank, checks drawn of state or local government and not payable through or at a participating depository financial institution, and checks or drafts payable in a medium other than United States currency;

(iv) For source documents received via U.S. mail (or an equivalent service, such as an overnight delivery service) or at a drop box location, in advance of receiving the source document for the entry, you gave the receiver a notice that complies with the rules and that clearly and conspicuously stated that receipt of receiver's source document would authorize an ACH debit entry to receiver's account in accordance with the terms of such source document, and for source documents that are provided by the receiver in-person for payment of a bill at a manned location, you provided a copy of such notice at the time of the transaction;

(v) The source document for the entry has not been altered;

(vi) The source document for the entry is not subject to any defense or claim of any person;

(vii) The source document for the entry is drawn on, payable through, or payable at the RDFI, and the amount of the entry, the routing number, the account number and check serial number are in accordance with the source document for the entry;

(viii) The source document for the entry will not be presented to the RDFI unless the entry has been returned by the RDFI;

(ix) You have not key-entered the routing number, account number, or check serial number from the source document for the entry, other than to correct errors relating to MICR misreads, miscoding or processing rejects;

(x) You must retain a reproducible, legible image, microfilm or copy of the front and back of the source document for two years from the date of the settlement of the entry;

(xi) You will give us a copy of the front and back of the source document within five business days of our request;

(xii) You will establish reasonable document retention/destruction policies and use commercially reasonable methods to securely store all source documents until destruction, and all banking information relating to ARC Entries; and

(xiii) You will comply with the rules for ARC Entries.

(b) Back Office Conversion (BOC) Entries. If you send us debit entries using a BOC entry class code (each a "BOC Entry"), you further represent and warrant to us and agree that:

(i) The entry is sent to collect truncated checks for payment of goods or services;

(ii) Prior to the receipt of each source document that is used as the basis for the origination of a BOC entry, you will provide the receiver with notice that includes the following, or substantially similar, language:

"When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries, please call <retailer phone number>."

Such notice will be posted in a prominent and conspicuous location and a copy of such notice, or language that is substantially similar, will be provided to the receiver at the time of the transaction.

(iii) A check or draft provided to you by the receiver at the point of purchase serves as the source document for the receiver's routing number, account number, check serial number and dollar amount for the entry. Such source document for the BOC Entry:

(A) Contains a pre-printed serial number;

(B) Does not contain an Auxiliary On-U's Field in the MICR line;

(C) Is in an amount of \$25,000 or less; and

(D) Was completed and signed by the receiver.



(iv) The checks or drafts used as the source document for a BOC Entry are not:

(A) Checks or sharedrafts that have not been encoded in magnetic ink;

(B) Checks or sharedrafts that contain an Auxiliary On-U's Field in the MICR line;

(C) Checks or sharedrafts in an amount greater than \$25,000;

(D) Third-party checks or sharedrafts;

(E) Remotely created checks, as defined by Regulation CC, and third-party drafts that do not contain the signature of the Receiver;

(F) Checks provided by a credit card issuer for purposes of accessing a credit account or checks drawn on home equity lines of credit;

(G) Checks drawn on an investment company;

(H) Obligations of a financial institution (e.g., traveler's checks, cashier's checks, official checks, money orders, etc.);

(I) Checks drawn on the Treasury of the United States, a Federal Reserve Bank, or a Federal Home Loan Bank;

(J) Checks drawn on a state or local government that are not payable through or at a Participating DFI; or

(K) Checks or sharedrafts payable in a medium other than United States currency.

(v) You will employ commercially reasonable procedures to verify the identity of the receiver;

(vi) You have established and will maintain a working telephone number for receiver inquiries regarding the transaction that is answered during normal business hours. This telephone number will be displayed on the notice required to be given to the receiver.

(vii) The amount of the entry, the routing number, the account number and check serial number are in accordance with the source document for the entry;

(viii) You used a reading device during the initial processing of the BOC entry to capture (and did not key-enter) the receiver's routing number, account number, and check serial number from the receiver's source document for the entry, and key-entered such information only to correct errors relating to MICR misreads, misencoding or processing rejects.

(ix) You will not use the source document for the entry as a check to obtain payment unless the BOC entry is returned by the RDFI.

(x) You will retain a reproducible, legible image, microfilm or copy of the front of the receiver's source document for each BOC entry for two years from the settlement date of the BOC entry.

(xi) Upon our request, you will give us, within five banking days of such request, a copy of the front of the receiver's source document (and such copy will indicate that it is a copy on its face).

(xii) You will employ commercially reasonable methods to securely store:

(A) All source documents until they are destroyed; and

(B) All banking information relating to BOC Entries.

(xiii) You have and will continue to otherwise comply with the rules for BOC entries.

(c) International ACH Transaction (IAT) Entries. If you send us an entry that is an IAT entry, you further represent and warrant to us and agree that:

(i) The entry will be identified by, and will comply with the requirements of, the IAT entry class code, including complying with all NACHA record format specifications for the IAT entry class code.

(ii) If you originate an entry using another entry class code and we determine in good faith the entry should have been originated using the IAT entry class code, in addition to any other rights we have, we may suspend the processing of and/or reject that entry (or batch or file containing that entry) and we may also suspend and/or terminate your ACH origination service immediately without prior notice. Similarly, a gateway operator or ACH operator may suspend the processing of and/or reject an entry that it determines should have been originated as an IAT entry and was not.

(iii) You are in compliance with, and the entry complies with, all applicable United States laws and regulations, including sanctions and other programs administered by the U.S. Department of Treasury's Office of Foreign Asset Control, "OFAC," or Financial Crimes Enforcement Network.

(iv) You are in compliance with, and the entry complies with, the laws, regulations, and payment system rules of the receiving country, including any requirements to obtain the receiver's written, oral, or electronic authorization, for the receiver's authorization to be validly signed, for the receiver's authorization to be in proper form to authorize the foreign RDFI to debit the receiver's account, to provide notice of the entry prior to it settling in the receiver's account, to provide notice to the receiver of the receiver's recourse and other provisions relevant to the

receiver, and to obtain a separate authorization from the receiver for each debit entry initiated at sporadic times, instead of set intervals.

(v) In addition to any other rights we have, if we suspect that the entry may not, or determine that the entry does not, comply with any applicable laws or regulations, the rules, or any other payment system rules (including those laws and regulations relating to sanctions programs), we may suspend processing of and/or reject the entry and hold funds debited from or to be credited to your account for the entry.

(vi) You will maintain either the original or a copy of any authorization required from the receiver for the entry for the longest period of time we may be required to produce that authorization under any of the rules, the laws and regulations of the U.S., and the laws, regulations, and payment system rules of the receiving country. You will make available for inspection, within a reasonable time, upon our request or the request of the receiver or an authorized representative of the receiver (including the receiving bank) the authorization required from the receiver of the entry.

(vii) If the entry is an outbound IAT entry, you authorize (and authorize us to authorize) the gateway operator to transmit the entry to the foreign gateway operator and to arrange for the settlement of the entry with the foreign gateway operator, for further transmission to, and settlement with, the foreign RDFI for credit or debit of the amount to or from the receiver's account.

(viii) If the entry is an outbound IAT entry and we do not have an agreement for processing IAT entries with the domestic RDFI that serves as the gateway operator for the entry, it may result in either us or the gateway operator suspending the processing of and/or rejecting the entry (or the batch or file in which the entry is contained).

(ix) You have sole responsibility for all losses and other risks relating to foreign exchange conversion with respect to the entry.

(x) In addition to any other indemnity obligations you have under the general terms and conditions or these ACH origination terms and conditions, you will defend, indemnify, protect and hold us, our affiliates, and our respective officers, directors, employees, attorneys, agents, and representatives harmless from and against any and all liabilities, claims, damages, losses, demands, fines, judgments, disputes, costs, charges, and expenses which relate in any way to (i) any IAT entry (or requests or instructions related to an IAT entry) you send us that does not comply with all applicable laws and regulations, the rules, and the payment system rules of the receiving country, or (ii) any breach of any representation, warranty, or agreement you have made related to an IAT entry. Without limiting the foregoing, you agree you are liable for and will reimburse us for all amounts that may be erroneously paid by us or any receiving bank in respect of any entry erroneously credited or debited by us or any receiving bank pursuant to any IAT entry you originated or related instructions you gave and any claim paid by us (including any claim for interest) as a result of a declaration of a receiver or other person alleging that an IAT entry was not originated in accordance with the receiver's authorization, the receiver's authorization was revoked, a required notification was not

given in sufficient time before the entry was processed to the account of the receiver, or no valid authorization ever existed between the receiver and you. This obligation to indemnify, defend and hold harmless is limited to the extent provided under Section 768.28, Florida Statutes.

(xi) Because of the requirements for processing IAT entries, the processing of an IAT entry may be delayed or suspended. Any such delay or suspension may affect the settlement of and availability of funds for an IAT entry. You will transmit IAT entries to us in files comprised solely of IAT entries, rather than in a file that also contains other entry types. If you include an IAT entry in a file that contains other entry types, the processing of the entire file, not just the IAT entries, may be delayed or suspended, affecting settlement of and availability of funds for any entry in that file. In addition to any other limits on our liability, we will not have any liability for any delay in or suspension of processing or rejection of an IAT entry (or file containing an IAT entry), in accordance with our processing requirements for IAT entries or applicable law, or for the actions of any third parties (including any gateway operator or ACH operator) resulting in the delay in or suspension of processing or rejection of an IAT entry.

(xii) A gateway operator may return the entry after the period of time for the return of an IAT entry provided in the rules, and you agree we may settle that return to one of your accounts.

(xiii) Your obligations with respect to any IAT entries under these ACH origination terms and conditions, including any obligations under the payment system rules of the receiving country, shall continue to remain in full force and effect after the termination of your ACH origination services or your ability to generate IAT entries with respect to any entry you originate prior to the effective date of such termination.

(xiv) You have and will continue to comply with the rules for IAT entries.

(d) POP (Point-of Purchases) Entries. If you send us debit entries using the POP entry class code (each a "POP entry"), you further represent and warrant to us and agree that:

(i) A check or draft provided by the receiver at the point of purchase serves as the source document for receiver's routing number, account number, check serial number and dollar amount for the entry, and that source document contains a preprinted serial number, does not contain an Auxiliary On-U's Field in the MICR line, is for an amount of \$25,000 or less, was completed and signed by the receiver, and has not previously been provided by the receiver for use in any other POP entry;

(ii) Prior to the receipt of each source document that is used as the basis for the origination of a POP entry, you will provide the receiver with notice that includes the following, or substantially similar, language:

"When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction."



Such notice will be posted in a prominent and conspicuous location and a copy of such notice, or language that is substantially similar, will be provided to the receiver at the time of the transaction;

(iii) You have voided the source document and returned it to the receiver at the point of purchase;

(iv) The source document is an eligible item for POP entries under the rules, and you have not used a previously voided item as the source document;

(v) You have obtained the receiver's signed, written authorization for the entry;

(vi) You have not key-entered the routing number, account number or check serial number from the source document;

(vii) You will give us a copy of the receiver's written authorization for the entry within five days after we request it;

(viii) You have given the receiver of the entry a receipt for that entry that contains all of the information required under the rules; and

(ix) You will comply with all rules and regulations under the Rules for POP Entries.

(e) RCK (Re-presented Check) Entries. If you send us debit entries using the RCK entry class code (each an "RCK Entry"), you further represent and warrant to us and agree that:

(i) The entry is sent to collect a check or draft drawn on a consumer account that has been returned;

(ii) You have good title to and are entitled to enforce the returned item to which the entry relates and can transfer good title to us;

(iii) All signatures on the returned item to which the entry relates are authentic and authorized;

(iv) The returned item to which the entry relates has not been altered and the entry is for no more than the face value of such item;

(v) The returned item to which the entry relates is not subject to any defense or claim in recoupment of any person, including any defense or claim that could be asserted against us;

(vi) You have no knowledge of any insolvency proceeding commenced with respect to the maker, acceptor or drawer of the returned item to which the entry relates;

(vii) The returned item to which the entry relates is drawn on, payable through, or payable at the RDFI, and the amount of the item, the item number, and the account number contained on such item have been accurately reflected in the entry;

(viii) Neither the returned item to which the entry relates nor a copy of such item will be presented to the RDFI, unless the related entry has been returned by the RDFI;

(ix) The information encoded after issue in magnetic ink on the returned item to which the entry relates is correct;

(x) Any restrictive endorsement made by you or your agent on the returned item to which the entry relates is void or ineffective upon initiation of the entry;

(xi) The item is an eligible item as defined in the rules;

(xii) You have given the receiver of the entry a notice that clearly and conspicuously states the terms of the represented check entry policy in advance of receiving the item to which the entry relates;

(xiii) You will maintain a copy of the front and back of the returned item to which the entry relates for seven years from the settlement date of the entry;

(xiv) You will give us either the original returned item to which the entry relates (if we request it within 90 days of the settlement date) or a copy of the front and back of such item within five business days of our request;

(xv) The entry was transmitted in time for us to transmit the entry to the RDFI's ACH operator by midnight of the second banking day following the banking day of receipt of the presentment notice for the returned item to which the entry relates; and

(xvi) You will comply with the rules for RCK Entries.

(f) TEL (Telephone-Initiated) Entries. If you send us debit entries using the TEL entry class code (each a "TEL entry"), you further represent and warrant to us and agree that:

(i) You have used commercially reasonable procedures to verify the identity of the receiver of the entry;

(ii) You have used commercially reasonable procedures to verify that the routing number associated with the entry is valid;

(iii) You have obtained oral authorization from the receiver for the entry, and the authorization complies with the rules and contains all of the information required under the rules;

(iv) For an authorization relating to a single entry TEL entry, you will either make an audio recording of the oral authorization, or provide the receiver with written notice confirming the oral authorization prior to the settlement date of the entry;

(v) For an authorization relating to recurring TEL entries, you will comply with the requirements of Regulation E for the



authorization of preauthorized transfers, including the requirement to send a copy of the authorization to the receiver;

(vi) For a single entry TEL entry, you will retain the original or a microfilm or microfilm equivalent copy of the written notice or the original or a duplicate audio recording of the oral authorization for two years from the date of the authorization, and you will give us a copy of such audio recording or such notice immediately upon our request;

(vii) For recurring TEL entries, you will retain for two years from the termination or revocation of the authorization (a) the original or a duplicate audio recording of the oral authorization, and (b) evidence that a copy of the authorization was provided to the receiver in compliance with Regulation E; and

(viii) You will comply with all rules and regulations under the rules for TEL Entries.

(g) WEB (Internet-Initiated/Mobile) Entries. If you send us debit entries using the WEB entry class code (each a "WEB entry"), you further represent and warrant to us and agree that:

(i) The entry is transmitted pursuant to an authorization that is obtained from the receiver via the Internet or Wireless Network to effect a transfer of funds from a consumer account of the receiver, or pursuant to any authorization permitted by the rules if the receiver's instruction for the initiation of the individual debit entry is designed to be communicated via a Wireless Network;

(ii) You have employed a commercially reasonable fraudulent transaction detection system to screen the entry;

(iii) You have used commercially reasonable procedures to verify the identity of the receiver of the entry;

(iv) You have utilized commercially reasonable procedures to verify that the routing number associated with the entry is valid;

(v) You have used encryption for transmittal of banking information related to any entry or you have established a secure Internet session with the receiver of the entry, in either case utilizing commercially reasonable security technology providing a level of security that, at a minimum, is equivalent to 128-bit encryption technology prior to the receiver's key entry and through transmission to the originator of any banking information, including, but not limited to, any entry, the receiver's routing number, account number and PIN number or other identification symbol;

(vi) You will conduct or have conducted annual audits to ensure that the financial information you obtain from receivers is protected by security practices and procedures that include, at a minimum, adequate levels of (A) physical security to protect against theft, tampering, or damage, (B) personnel and access controls to protect against unauthorized access and use, and (C) network security to ensure secure capture, storage, and distribution;

(vii) You will provide us upon request with proof that is satisfactory to us that your annual security audit has been properly conducted;

(viii) You have obtained a properly authenticated authorization from the receiver complying with the rules, and shall give us a copy of that authorization within five days after we request it; and

(ix) You will comply with the rules for WEB Entries.

(h) Return Fee Entries. If you send us a debit entry for a return fee charged to a receiver for a debit entry or other item that was returned for insufficient or uncollected funds (a "Return Fee Entry"), you further represent and warrant to us and agree that:

(i) The Return Fee Entry is in relation to the return of either (a) a debit entry to a consumer account of a receiver; (b) an ARC, BOC or POP entry to a non-consumer account of a receiver; or (c) an item that was eligible to be converted to a debit entry, but was not converted to an entry;

(ii) The Return Fee Entry is for the purpose of collecting a return fee that is permitted under the rules for Return Fee Entries, and you have satisfied all requirements with respect to the returned item in order to originate the Return Fee Entry;

(iii) If you have satisfied the requirements for authorization of a Return Fee Entry by providing notice to the receiver at the time that the underlying entry was authorized or the original item was accepted, the notice included the following, or substantially similar, language:

"If your payment is returned unpaid, you authorize us to make a one-time electronic fund transfer from your account to collect a fee of [\$];"
or

"If your payment is returned unpaid, you authorize us to make a one-time electronic fund transfer from your account to collect a fee. The fee will be determined [by/as follows]: []";

(iv) You have not and will not impose any other return fee in relation to the underlying entry or item that was returned unpaid; and

(v) You have complied with all rules for Return Fee Entries, including formatting requirements and settlement date requirements, if applicable.

19. Audit Rights. At any time, upon two days' prior notice, we may perform a remote or onsite audit of your systems, procedures and controls, and records as we deem necessary to determine your compliance with the rules and these ACH origination terms and conditions. You will provide us with reasonable assistance and information to conduct such audit, including reasonable access to operating systems, policies, procedures, records, and other materials.

20. Notices. Oral notices or communications relating to entries, instructions and these ACH origination terms and conditions must be given (a) if to us, to your treasury management sales officer, treasury management customer service specialist or as otherwise provided in these terms or conditions or the ACH origination reference materials and (b) if to you, to the telephone number you provide in your ACH origination service profiles as they are in effect at the relevant time. Written notices, instructions, directions, confirmations, verifications, or other communications with respect to entries and these ACH origination terms and conditions must be given (a) if to us, to your treasury

management sales officer, treasury management customer service specialist or as otherwise provided these terms or conditions or the ACH origination reference materials and (b) if to you, at the address reflected in our records. You and we may both change our telephone number(s) or address(es) by giving written notice to each other.

Cash Concentration Service

1. Description of the CashCon Service. The SunTrust Cash Concentration or "CashCon" service allows you to manage your available balances at other financial institutions by sending debit entries to those accounts through the automated clearing house, which is a funds transfer system for sending and settling electronic entries among participating financial institutions. Details regarding CashCon's functionality and certain requirements that you must follow when using the CashCon service are provided in the CashCon reference materials as they are updated from time to time.

2. Functioning of the CashCon Service. Under the CashCon Service, we act as the originating depository financial institution or "ODFI" with respect to debit entries that you send us or that are sent to us on your behalf that are directed to your accounts at other financial institutions that you have identified (in a form acceptable to us) and we have included in our implementation of your setup for the CashCon Service. The accounts that you maintain at other financial institutions are referred to as the "reporting location accounts". Debit entries directed to a reporting location account are referred to as "concentration" entries. You will be the "originator" for each of those entries. Your use of the CashCon service is subject to the terms and conditions for the ACH origination service.

3. Implementation of CashCon Setup. We need certain information to implement your setup for the CashCon service. You agree to give us all of this information in a form that is acceptable to us. The SunTrust account used to settle concentration entries is referred to as the "designated account." A reporting location account must use the same designated account to settle concentration entries. However, each reporting location account may use a different designated account and any designated account may be used to settle concentration entries for multiple reporting location accounts. The designated accounts are identified in your CashCon Service profiles as they are in effect at the relevant time.

4. Origination and Processing of Entries. You must send all concentration entries to us by using one of the following delivery methods: (a) calling our voice response system, (b) calling one of our live operators, (c) logging on to our CashCon web site or (d) accessing our dial-up corporate control service. The telephone numbers and the Internet address are provided in the CashCon reference materials. If we receive your concentration entries after the delivery deadline set forth in the CashCon reference materials, we will treat them as if we received them on our next business day. We will format, process and settle to

the relevant designated account all concentration entries that we receive from you in accordance with the rules, these CashCon terms and conditions and the terms and conditions for the ACH origination service.

5. Security Procedures. The following security procedures apply to your use of the CashCon service:

(a) Company Number. We will give you an authorization code that the voice response system, our live operators, the web site and the corporate control service may refer to as the company number. The company number is not unique to you and we may give the same company number to multiple clients. You must use the company number to send us a concentration entry through any delivery method for any reporting location account that we have included in your setup for the CashCon service.

(b) ID Number, Location Code or Location. We will also give you an authorization code(s) for each reporting location account that we have included in our implementation of your setup for the CashCon service. The voice response system and our live operators may refer to this code as the ID number, the web site may refer to it as the location code and the corporate control service may refer to it as the location. Each ID number, location code or location is limited to initiating concentration entries to a particular reporting location account. You must use the appropriate ID number, location code or location to send us a concentration entry through any delivery method for each reporting location account that we have included in your setup for the CashCon service.

(c) Company Password and PINs. For the web site, we will give you (a) a single authorization code that the web site may refer to as a password and (b) an authorization code for each location code that the web site may refer to as a PIN. The password is linked to the company number. As with the company number, the password is not unique to you and we may give the same password to multiple clients. Each PIN, however, is uniquely linked to a particular location code. You must use the company number, password and the appropriate location code and PIN to log onto the web site and send us a concentration entry for each reporting location account that we have included in your setup for the CashCon service.

(d) Division Code and Password. For the corporate control service, we will give you two authorization codes that the corporate control service may refer to as a division number and division password. The division number and division password are unique to you, but are

not unique to any particular reporting location account. You must use the company number, division number, division password and the appropriate location to log onto the corporate control service and send us a concentration entry for each reporting location account that we have included in your setup for the CashCon service.

The authorization codes are not user-specific. This means that all of your authorized users must use the same set of authorization codes to initiate a concentration entry for a particular reporting location account. We will send all of the authorization codes to the person(s) identified in your CashCon service profiles as they are in effect at the relevant time. Each such person will act as your "contact" with respect to the authorization codes we send to him or her and will have all of the rights and responsibilities described in the general terms and conditions. You agree that these security procedures are commercially reasonable.

Cash Vault Service

1. Description of the Cash Vault Service. The SunTrust cash vault service is designed to facilitate your cash and deposit needs. Details regarding the cash vault service's functionality and certain requirements that you must follow when using the cash vault service are provided in the cash vault reference materials as we update them from time to time.

2. Definitions. The following terms have the specified meanings for the purposes of these cash vault terms and conditions:

(a) "Account" means the account(s) identified in your cash vault service profiles as they are in effect at the relevant time to which deposits will be made and from which cash orders will be funded.

(b) "Armored courier," means the armored courier you select that uses secure, marked vehicles and armed personnel to transport deposits and cash orders.

(c) "Authorized user" means any person that you are deemed to have authorized to place cash orders up to the order limit, including each person you have designated (in a form acceptable to us) as an authorized user.

(d) "Business day" means Monday through Friday, excluding holidays that we observe.

(e) "Cash orders," means those orders you give us for the delivery of U.S. coins or currency by armored courier.

(f) "Cash vault(s)," means the cash vault(s) that we have designated as serving your business location(s).

(g) "Contaminated currency" means any currency which the Federal Reserve Bank classifies as contaminated, including any currency damaged by or exposed to a contaminant hazard (including any chemical, radioactive or biological substances) that may present a health or safety risk or that cannot be processed under normal operating procedures.

6. ACH Origination Service. These CashCon terms and conditions are expressly made a part of the terms and conditions for the ACH origination service and are subject to the terms and conditions thereof. Terms that are defined in the terms and conditions for the ACH origination service have the same meanings when used in these CashCon terms and conditions. If there is any inconsistency on a particular issue between these CashCon terms and conditions and the terms and conditions for the ACH origination service, these CashCon terms and conditions will control. You understand and agree, however, that our agreement to provide the CashCon service does not permit you to use any other aspect of the ACH origination service unless we have agreed to include it in our implementation of your setup for the ACH origination service.

(h) "Deposits" means deposits of funds that you deliver to the cash vault and are processed in accordance with these cash vault terms and conditions.

(i) "Funds" means U.S. coins, currency, checks and other negotiable items.

(j) "Mutilated coins" means any coins that have been bent or twisted out of shape, punched, clipped, plugged, fused or defaced but that can be identified as to genuineness and denomination.

(k) "Mutilated currency" means any currency that has been damaged to the extent that one-half or less of the note remains, or its condition is such that its value is questionable and special examination is required before any exchange is made.

(l) "Order limit" means the maximum dollar value of cash orders that you have designated (in a form acceptable to us) that may be requested on any business day for each of your locations.

3. Your Obligations in Making Deposits.

(a) You must collect and count funds and place them in a sealed, disposable deposit bag(s) or similarly designed tamper-proof bag(s) (each such bag is referred to in these cash vault terms and conditions as a "sealed deposit") clearly marked with your name or identification number. Each sealed deposit must be prepared in accordance with the requirements set forth in the cash vault reference materials. A deposit ticket listing your name, deposit account number and the amount of funds must be included in each sealed deposit.

(b) You must cause sealed deposits to be delivered by the armored courier to the appropriate cash vault for each of your locations. We may reject, impose a special fee on and/or delay processing of any deposit if (i) the deposit ticket does not match the amount of the deposit, (ii) the deposit was not prepared in accordance with the requirements set forth in the cash vault reference materials, (iii) the deposit is delivered to the wrong cash vault, (iv) the deposit is delivered by anyone

other than the armored courier or (v) any deposit bag appears to be unsealed or to have been tampered with.

(c) In the event that we accept delivery of an unsealed deposit bag or a deposit bag that appears to have been tampered with (each such bag is referred to in these cash vault terms and conditions as an "unsealed deposit"), we will give you notice on the day we receive it. Unless you have previously given us instructions on how to process unsealed deposits, we will not process or take any action regarding an unsealed deposit until you give us an instruction (in a form acceptable to us) regarding its disposition.

4. Our Obligations for Processing Deposits.

(a) We will open each sealed deposit, verify the contents against the deposit ticket and deposit funds to the relevant account. We will process deposits within 24 hours of delivery to the cash vault. If there is any discrepancy between the total amount of the deposit reflected by you on the deposit ticket and the amount counted by us, our count will be final. If we detect any counterfeit or illegally altered coins or currency in a deposit, we will forward it to the Secret Service and charge the relevant account for the difference. A deposit adjustment notice will be sent to you on the day that the discrepancy or counterfeit is discovered.

(b) The relationship of debtor and creditor will not exist between you and us until we deposit the funds to your account.

5. Cash Orders. You acknowledge that each authorized user has authority to place cash orders up to the order limits for delivery to your location. We may place a "hold" on your account for the amount of a cash order as soon as we receive it, and we will charge your account for the cash order when we deliver it to the armored courier. We reserve the right to reduce cash orders to maintain our inventory of coins and currency.

6. Authorization Codes and Security Procedures. If you place cash orders through our voice response unit, one of our on-line services or another automated ordering system, we will provide authorization codes for each of your authorized users. We will deliver the authorization codes directly to each authorized user or to the person(s) you have designated as your "contact" at the relevant physical or electronic address you have designated (in a form acceptable to us). The security procedures for cash orders placed through one of these methods may include the requirement that your authorized users use their authorization codes when placing a cash order. You agree that those security procedures are commercially reasonable.

7. Risk of Delivery.

(a) You are solely responsible for engaging the armored courier and assume any and all risks incidental to or arising out of selection of the armored carrier, the delivery of deposits to us and the delivery of cash orders to you. We have no responsibility or liability for a deposit until we accept possession of it from the armored courier (as evidenced by one of our authorized representatives signing the armored courier's manifest acknowledging receipt of a designated number of deposit bags included in the deposit) or for cash orders after we deliver

them to the armored courier. If a deposit is lost in transit, you are responsible for recreating that deposit.

(b) The armored courier must be acceptable to us, in our sole discretion. If we determine, in our sole discretion, that the armored courier's service is not satisfactory, we may terminate your ability to use the cash vault service by giving you 10 days notice, unless you have engaged a new armored courier satisfactory to us, in our sole discretion, within that 10-day period.

8. Contaminated and Mutilated Coins or Currency.

(a) Contaminated currency must be delivered to us in a separate sealed, tamper-evident disposable deposit bag, clearly labeled as "Contaminated Currency." You must provide documentation stating the type and extent of the contamination, a breakdown by denomination of the currency and a deposit slip for the declared value. The deposit bag and 2 copies of the required documentation must be placed in a second sealed, tamper-evident, disposable deposit bag with stated value recorded on the bag. We will forward the deposit of contaminated currency to the Federal Reserve Bank for processing. Once the Federal Reserve Bank has provided confirmation of value, we will credit your account for the value assigned.

(b) Mutilated coins or currency must be delivered to us in a separate sealed, tamper-evident disposable deposit bag, clearly labeled as "mutilated coins" or "mutilated currency" as appropriate. You must provide documentation stating the estimated value of the mutilated coins or currency, a break down by denomination of the coins or currency, an explanation of how the coins or currency became mutilated, and a deposit slip for the estimated value of the deposit. The deposit bag and 2 copies of the required documentation must be placed in a second sealed, tamper-evident, disposable deposit bag with stated value recorded on the bag. We will forward the deposit of coins to the U.S. Mint and the deposit of mutilated currency to the U.S. Department of the Treasury. Once the U.S. Mint or the U.S. Department of the Treasury has provided confirmation of the value of the mutilated coins or currency, we will credit your account for the value assigned.

(c) If there is any discrepancy between the value of the contaminated currency or mutilated coins or currency assigned by you and the amount counted by us or by the Federal Reserve Bank, U.S. Department of the Treasury or the U.S. Mint, our count or the count of the Federal Reserve Bank, U.S. Mint or the U.S. Department of the Treasury will be final. We will charge you for any additional fees charged by the Federal Reserve Bank for processing any contaminated currency, by the U.S. Mint for processing any mutilated coins or by the U.S. Department of the Treasury for processing any mutilated currency.

(d) We may refuse to accept any contaminated or mutilated coins or currency unless we have given our prior approval for the delivery of such coins or currency. If any contaminated currency or mutilated coins or currency is included in a deposit and not contained in separate marked deposit bag, we may refuse to process all or part of the deposit, may return the deposit or the contaminated currency or mutilated coins or currency contained in the deposit or may refuse to give credit for the contaminated currency or mutilated coins or currency,

and we will charge the account for the amount of any contaminated currency the Federal Reserve Bank has refused to process for which your account was given provisional credit. We have no liability for the

amount of any contaminated currency or mutilated coins or currency included in any deposit and not contained in a separate marked deposit bag as required above.

Controlled Disbursement Service

1. Description of the CDA Service. The SunTrust Controlled Disbursement Account or "CDA" service allows you to improve control over daily cash requirements by allowing you to defer funding of check disbursements until the day they are presented for payment.

2. Operation of the CDA Service.

(a) As a part of our implementation of your setup for the CDA service, we will provide you with a set of specifications that checks issued against a disbursement account must meet. These specifications include specific routing number and magnetic ink encoding requirements that must be met in order for the CDA service to operate correctly. Using checks that do not meet these specifications can result in daily out-of-balance situations in a disbursement account. You must give us voided sample checks for each disbursement account so that we may test those checks for compliance with the specifications. Once we complete our testing, we will send you a notice that your sample checks are acceptable or that they fail to meet our specifications. You may not issue checks against a disbursement account until you have received a notice from us that your sample checks for that account are acceptable.

(b) On each banking day, we will make information available to you regarding the total dollar amount of all checks that have been presented for payment against each disbursement account that day before the controlled disbursement reporting time(s) that we separately disclose to you from time to time. We will make this information available to you through one of our online services.

(c) You understand that we provide presentment information to you solely to assist you in funding your disbursement accounts. The CDA service does not relieve you of the obligation to fund your disbursement accounts appropriately. As a result, you agree to have sufficient available funds on deposit in each disbursement account to pay all checks presented against that account, whether or not we have notified you of the presentment of those checks. If the presentment information is not available by the reporting time, you should consider

using an estimate based on historical information. The disbursement account may be funded by a transfer of available balances from another account with us, a wire transfer of funds from an account at another financial institution, or an approved line of credit from us. Whatever method is used, we must receive that funding by the funding deadline(s) that we separately disclose to you from time to time. In the event a disbursement account is not adequately funded on the date of presentment, we may return items for which there are not sufficient funds or, if we have previously approved a line of credit to you, we may extend credit to you in an amount sufficient to cover such items.

(d) If any ACH or other electronic debits are presented against a disbursement account, those debits may not be included in the information we provide you regarding daily presentments. In that event, you must adjust your funding of the disbursement account to cover the ACH or other electronic debits.

(e) You agree and understand that the purpose of the CDA service is to improve control over daily cash requirements by allowing you to defer funding of check disbursements until the day they are presented for payment, and not to delay the collection of funds by the payees.

3. Duration and Changing of Options. Once you have confirmed a CDA service profile and we have included the information from it in our implementation of your setup for the CDA service, it remains in effect until (a) your use of the CDA service or the agreement is terminated or (b) you confirm a CDA service profile that adds to or deletes from your previous selections and we have had a reasonable time to act on it before we receive the relevant checks.

4. Termination. We may terminate the CDA service immediately by giving you written notice of the termination. You may terminate the CDA service by giving us written notice of the termination, provided that any termination by you will not be effective until we have had a reasonable time to act on your notice.

Controlled Payment Service

1. Description of the CPR Service. The SunTrust Controlled Payment or "CPR" service allows you to give us instructions to return certain checks that you believe may be fraudulent or not validly issued. Details regarding CPR's functionality and certain formatting and other technical requirements that you must follow when using the CPR service are provided in the CPR reference materials as we update them from time to time.

2. Operation of the CPR Service.

(a) You must transmit an issue file to us on each day on which you have issued any checks against any account that is included in your setup for the CPR service. We must receive that issue file by

the issue deadline set forth in the CPR reference materials and it must contain all of the information set forth in the CPR reference materials with respect to each check you issued that day. You may send us a separate issue file for each account, or you may send us an aggregate issue file for all of the accounts that are included in your setup for the CPR service. Once we have received your issue file, we will compare the information in that issue file with the information in our systems with respect to checks (A) that have been presented to us through normal check clearing channels for payment against the relevant account, and (B) for which we have provisionally settled but have not yet posted to the relevant account. You authorize us to post, finally pay and charge against the relevant account, each check that matches the information in your issue file. We will notify you of each presented check that is not

included in the issue file that we received from you or that reflects information that does not match the information in the issue file we received from you. The checks that are not listed or for which the information does not match are referred to as "mismatched checks." You must instruct us to pay or return each mismatched check by the payment decision deadline set forth in the CPR reference materials. Your instructions must contain all of the information with respect to each mismatched check set forth in the CPR reference materials. You may elect one of two ways for us to deal with mismatched items if you fail to give us a pay or return decision by the payment decision deadline. Under the "return default" option, you authorize us to return unpaid each mismatched check unless we receive an instruction from you to pay it before the payment decision deadline. Even if you select a return default option, we may post, finally pay and charge against the relevant account a mismatched check you haven't decided (A) as otherwise provided below, for mismatched checks presented over the counter in one of our branches and (B) mismatched checks that we believe in good faith result solely from encoding errors. Under the "pay default" option, you authorize us to post, finally pay and charge each mismatched check against the relevant account unless we receive an instruction from you to return it before the payment decision deadline. Your election of these options is reflected in your CPR service profiles as they are in effect at the relevant time. We may give you the option of not providing information in your issue file on one or more check attributes (such as the payee's name) that the CPR service is capable of matching. Of course, not matching all available check attributes increases the risk that a fraudulent check will not be detected as a mismatched check. As a result, if you make the business decision of not providing information in your issue file with respect to all available check attributes, you agree that, in addition to the other limits on our liability provided in these CPR terms and conditions, we will not be liable for paying any check that is fraudulent with respect to the attributes for which you failed to provide us information, so long as we otherwise satisfied our duty of care with respect to the other aspects of the CPR service in processing that check.

(b) As part of the CPR service, we can also make your issue files available to our branches to assist our tellers in cashing checks. This is referred to as "teller access." If a check presented for payment over the counter in one of our branches against an account that uses teller access (i) is presented before we have received and processed an issue file for such check or (ii) is a mismatched check, we will attempt to obtain approval for payment of the mismatched check by calling one of the people you have designated as a "telephone representative" for the relevant account as reflected in your CPR service profiles as they are in effect at the relevant time. We will make one attempt to call each telephone representative for the relevant account until we have reached one of them. Each telephone representative is authorized to instruct us to pay or return any mismatched check. If the telephone representative we contact instructs us to pay the check, then you authorize us to post, finally pay and charge the check against the relevant account. If we are unable to contact a telephone representative, or the telephone representative we contact does not instruct us to pay the mismatched check, then you authorize us to return the check to the person presenting it to us. Our documentation showing that we contacted or attempted to contact your telephone representatives will be conclusive evidence that we took the reflected action. Fraud involving checks

presented to tellers for cashing is a common form of check fraud. Using our teller access service is a good way to defend against that form of fraud and we strongly encourage you to take advantage of it. However, use of the teller access service is not mandatory and you may make a business decision to opt out of its use. Of course, opting out of the service increases the risk that a fraudulent check may be cashed over the counter in one of our branches. As a result, if you make the business decision to not name at least one telephone representative for each account for which you have elected the CPR service, (A) this will be reflected in your CPR service profiles as they are in effect at the relevant time, (B) you will be deemed to have opted out of the teller access service for that account and (C) you agree that we will not have any liability for paying any check presented over the counter in one of our branches, whether or not such check bears a forged or unauthorized signature or is counterfeit, altered or otherwise fraudulent or not validly issued, so long as we otherwise process that check in accordance with our standard check cashing procedures.

3. Transmission of Information. We will transmit information regarding mismatches to you by using certain of our online services. You must transmit your issue files and your pay or return decisions to us by using certain of our online services. Your issue files and pay or return decisions must be in a format we have approved. If the relevant online service is not available, then we will transmit the relevant information to you by facsimile at the facsimile number listed for the relevant authorized representative on your CPR service profiles as they are in effect at the relevant time and you must transmit your issue files and/or your pay or return decision to us by facsimile at the facsimile number we specify.

4. Limits on Our Liability. You acknowledge that we will rely completely on information and instructions you give us in providing the CPR service to you and that we are not required to inspect any attribute of a check (other than those included in the relevant issue file) that is processed through the CPR service. As a result, you agree that, in addition to any other limitations on our liability under the agreement, we will not have any liability for (a) following instructions we receive from any person we believe in good faith is one of your authorized representatives or telephone representatives or (b) paying or returning any check in accordance with the terms of these CPR terms and conditions, including any check that (i) bears a forged or unauthorized signature or is counterfeit or otherwise not validly issued or (ii) is altered or otherwise fraudulent with respect to an attribute that the CPR service is designed to match. Moreover, you acknowledge that the CPR service is not a substitute for our stop payment service and you agree not to report an item as "void" if you have released the item. Finally, you understand and agree that the purpose of the CPR service is to improve reconciliation of checks and eliminate traditional stop payment procedures, and not to delay the collection of funds.

5. Suspension of Service. You agree that you will be in material breach of these CPR terms and conditions if you repeatedly fail to meet any of the deadlines described in the CPR reference materials or have an excessive number of checks not reported on your issue file for the CPR service or for which the information is not consistent with our information on checks that have been presented against the relevant account. In addition to any other rights we may have under this the

agreement or applicable law, we may immediately suspend your use of the CPR service.

Electronic Data Interchange

1. Description of the EDI Service(s). Electronic Data Interchange or "EDI" refers to the electronic exchange of payments, payment-related information and other financial data in formats that meet agreed standards. The EDI services that we offer fall into three categories: (i) payment initiation or "integrated payables," (ii) payment receipt or "electronic receivables delivery," and (iii) financial reporting services. Each is described below:

(a) Our integrated payables EDI service allows us to accept an electronic file from you that is used to initiate entries through our ACH origination service and/or create paper checks through our enterprise payment processing service. We do not create or maintain service profiles for this service.

(b) Our EDI reports transmission service allows us to send you a formatted text report or electronic file to report payment and payment-related data from our ACH origination service, scannable lockbox service and/or wholesale lockbox service to you in various formats.

(c) Our EDI account analysis service allows you to send and receive electronic files to support our account reconciliation, controlled payment and positive payment services (both issue and paid item files), our ACH fraud control service (authorization records) and our account analysis service.

2. Technical Requirements and Underlying Services. Files we receive from you or send to you must be in a format that we have tested and agreed to and must be sent or received by the deadlines specified for the relevant service that we separately disclosed to you so that we can perform the necessary edits and forward the files for the relevant payment or information purposes. The terms and conditions for each service that is utilized through an EDI file continue to apply.

Enterprise Payment Processing Service

1. Description of the EPP Service. The SunTrust enterprise payment processing or "EPP" service is a service where, in accordance with your instructions and servicing guidelines as confirmed by your EPP service profile, we will print and disburse checks and/or create and transmit entries to settle through the Automated Clearing House ("ACH") Network to pay your designated payees. We utilize a system developed and managed by a vendor in providing the EPP service. As a result, you agree that each reference to "we," "us" and "our" in any provision in the agreement will, with respect to the EPP service, be deemed to include our vendor. Details regarding the functionality of the EPP service, file delivery methodology and certain formatting and other technical requirements that you must follow when using the EPP service are provided in the EPP reference materials as we update them from time to time.

2. Processing of Payments. Once we have completed our implementation of your setup for the EPP service and you have confirmed your EPP service profile you may use the EPP service.

(a) For each payment entry included in a data file ("payment data") you transmit to us, we will print and disburse a check in U.S. dollars (or Canadian dollars if so indicated), or create and transmit an ACH credit entry, as reflected in your EPP service profile. Unless you specifically instruct us to process the entry as an ACH entry, we will process the entry as a check. If we have difficulty in establishing an ACH credit entry for a payment we will default to a check entry if sufficient information is available. Each payment data file must follow the formatting, other technical requirements, and file delivery methodology that we have established with you in our implementation of your setup for the EPP service, as evidenced by our records, or that we may otherwise designate in the reference materials from time to time.

You acknowledge that sending entries by ACH will result in different obligations and liabilities for you with regard to the legal and regulatory environment for electronic funds transfers as compared to the legal and regulatory environment for checks. You will be solely responsible for ensuring each check entry complies with the terms and conditions governing the account on which the check entry is drawn, whether maintained with us or any other financial institution.

(b) Each check printed for a payment entry in a payment data file will be printed in accordance with the format specifications for each check, which we established with you in our implementation of your setup for the EPP service, as set forth in the sample check that you have approved (or will approve during implementation). Each check will be drawn on the account designated in the payment entry for that check in your payment data file. You will be solely responsible for ensuring you have sufficient funds in any account on which a check is drawn to fund all checks we print and disburse. We will not have any responsibility for verifying whether there are sufficient funds in an account, whether maintained with us or any other financial institution, when we print and disburse any checks. If you designate multiple signers for checks drawn on a SunTrust account, the multiple signer requirement is for your internal purposes only and does not impose any obligation, duty, or liability on us. We will supply all standard check stock and other materials, which will be billed through your analysis statement. Non-standard check stock must be approved for use by us and will be purchased on your behalf and inventory will be managed by us with appropriate charges included in your analysis statement.

(c) We will disburse printed checks either by first-class mail or by courier arranged by us or you. If you elect to have printed checks disbursed by first-class mail, we will deliver checks to the United States

Postal Service, with appropriate postage paid. Any checks we print that you elect to have delivered to your courier will be available for pickup at the operation center designated by us, with shipping or delivery paid for directly by you. You will be responsible for paying the amount charged by us for postage and courier service arranged by us in connection with your use of the EPP service, and such charges will be included in your analysis statement. We may increase the amount charged for postage and courier services at any time immediately upon an increase in the cost of postage or courier services.

(d) We conduct the check-printing services provided for herein in a secure location accessible only to authorized personnel to whom access is granted in connection with their job responsibilities. Moreover, we will take reasonable steps to (i) prevent unauthorized use of your check stock and signature facsimiles and (ii) preserve the confidentiality of your payment data once in our possession.

(e) If you elect to have the payment for an entry in your payment data file made by ACH, you will be the originator of the ACH entry we create from your payment data file, whether such payment data is transmitted to us through one of our online services or a designated website. In order to elect ACH payments as part of the EPP service, we must have agreed to provide you ACH origination service and you must have confirmed a service profile for ACH origination service. Each ACH entry created in accordance with your payment data file will be settled to one of the settlement accounts designated in your ACH origination service profile. Except as otherwise provided in these EPP terms and conditions, the terms and conditions for the ACH origination service will govern each entry which, in accordance with your payment data file, we create, format and transmit to settle through ACH, including without limitation, those relating to exposure limits and delays or suspension of processing.

(f) Remittance data included with your payment data file may be printed with the corresponding check or made available at our designated website or by separate mailing for ACH entries to the payee at the address provided by you in your payment data file. Remittance data may be made available to the payee at our designated website through the online remittance reporting feature of the EPP service as defined in the reference materials. If you elect to use the online remittance reporting feature, you must provide the payee's contact and identification information to us. You are solely responsible for notifying your payees that the online remittance information will be available and providing your payees access instructions for the designated website as provided for in Section 9, Payee Access.

3. Transmission of Payment Data File. You must transmit your payment data file to us by using one of our online services as defined in the reference materials. You must transmit your payment data file to us by the cut-off deadline we have established in your EPP service profile. Your payment data may not be processed or processing may be delayed if you submit your payment data file after the cut-off time or on a day other than as provided in your EPP service profile. If you wish to make a change to your payment data file (other than adding one or more payment entries), including changes in formatting or technical requirements, adding an account, or changing the settlement account for

a payment entry, you must test the changes with us, to our satisfaction, before transmitting a file of payment data containing the changes. Failure to test a payment data file that has been changed prior to submitting the file to us may result in your payment data not processing or the processing being delayed. In the event we experience difficulties receiving or accessing your payment data files, the parties shall cooperate with one another's efforts to access the payment data promptly. We will maintain a copy of all payment data as provided for in the reference materials. Each time you submit a payment data file, we will notify you by email when we receive the file. You must access the designated website or one of our online services, as more specifically described in your EPP service profile and verify the control totals, as more specifically described below and the accuracy of each payment entry included in your payment data. Once you have verified the control totals and the accuracy of the payment data, you will release your payment data files for processing. All payment files will remain suspended until released by you. You are responsible for payment entries included in data files that you release for processing, even if the payment entry is a duplicate of another payment entry or otherwise is submitted by you in error. We are under no obligation to determine if a payment data file or any payment entry in a payment data file is a duplicate of a previously submitted payment data file or payment entry. You agree that our records of payment data files you release for processing will be deemed correct and will control in the event of any dispute regarding a payment data file or payment entry in a data file.

4. Cancellation Instructions. We have no obligation to honor or process any request to cancel the processing of any of your payment data, to amend any payment data, to pull from disbursement a check printed, or cancel any ACH file created, in accordance with your payment data file and EPP service profile. As an accommodation to you, however, we will use good faith efforts to honor your request to cancel the processing of a payment data file or a payment entry in a payment data file or pull any check printed from disbursement, if your request complies with the security procedures and we receive the request at a time and in a manner that gives us a reasonable opportunity to act on it prior to printing or disbursing any checks or prior to creating or transmitting any ACH entry. We are not liable if we are unable to honor your request to cancel the processing of a payment data file or a payment entry in a payment data file or to pull a printed check prior to disbursement. You agree to reimburse us for any expenses we may incur in attempting to honor any such requests.

5. Security Procedures. You agree to comply with the following security procedures in using the EPP service and agree that these security procedures are commercially reasonable.

(a) Online Services. For a payment data file that is transmitted to us through one of our online services you are required to comply with the security procedure for that online service as defined in the reference materials. During our implementation of your setup for the EPP service, you must designate a security administrator for the online service. The security administrator will have full access rights as more fully described in the reference materials.

(b) Control Totals. Each time you submit a payment data file, we will notify you by email when we receive the file. Upon receipt of this

email, you must access our online services, as more specifically described in your EPP service profile, and verify the number of check print entries, the number of ACH credit entries, the aggregate dollar amount of all ACH credit entries and the aggregate dollar amount of all check entries (the "control totals"). In addition, you must submit a transmittal form to us indicating the total amount of ACH credit entries in the payment data file.

(c) **Cancellations.** Instructions canceling a payment data file or any payment entry in a payment data file or requesting that any check created be pulled prior to distribution must be in writing and transmitted to our EPP staff as indicated in the reference materials. We may verify or authenticate any of these instructions by any means we believe to be reasonable in the circumstances, but we are under no obligation to do so. We will have no liability for acting on any of these instructions we believe in good faith to have been given by one of your authorized users.

(d) **Payee Access.** Before a payee can access our online remittance reporting feature or vendor enrollment feature, that payee must register in the designated website, using access instructions provided by you. Once registered, the payee will choose its own user id and password.

6. **Risk of Delivery.** We shall have no responsibility for any checks once delivered to the United States Postal Service or a courier. You assume all risks associated with delays caused by complications arising in the transmission of payment data files and delays in postal service or courier service, except when such delays are caused by our failure to provide the checks by the delivery time or to transmit an ACH entry by the appropriate ACH processing cut off time, provided you submitted the payment data for such payments to us in a timely manner.

7. **Limitation of Liability; Indemnity.** Notwithstanding anything herein to the contrary, we shall have no liability with respect to a check issued or ACH entry transmitted in accordance with the services described in these EPP terms and conditions, conforming to the payment data or after the period during which we must maintain the payment data with respect thereto. In addition to any obligation you have to indemnify us under the master agreement or the general terms and conditions, you agree to indemnify and hold us harmless from any and all claims, expenses, costs, or liabilities arising out of the issuance of a payment against a payable in dispute or not yet due and payable. This obligation to indemnify, defend and hold harmless is limited to the extent provided under Section 768.28, Florida Statutes.

8. **Creation of Issue File for Positive Pay, Account Reconciliation, or Controlled Payment Service.** You may elect for the printed check information included in your payment data file to be used by us to create

a Positive Pay, Account Reconciliation or Controlled Payment issue file on your behalf to be used in connection with one of those services. If you make this election, we must have agreed to provide you the applicable Positive Pay, Account Reconciliation or Controlled Payment service and you must have confirmed a service profile for the service. By making this election, you authorize us to create an issue file on your behalf on each day on which checks are printed against any SunTrust account that is included in your setup for Positive Pay, Account Reconciliation or Controlled Payment service. Each issue file and your use of the Positive Pay, Account Reconciliation or Controlled Payment service is governed by the terms and conditions for each service, including without limitation those relating to limits on our liability and suspending your use of the service.

9. **Payee Access.** Payees have access to several features of EPP service through a designated website.

(a) **Online Remittance Reporting Feature-**before a payee can access our online remittance reporting feature, that payee must register in the designated website, in compliance with the security procedures referenced herein. The payee's access and use of the website shall be subject to the terms and conditions posted at the website. Through the website, registered payees may utilize the online remittance reporting feature to view and download documents and information in connection with payments, including remittance data and statements. Documents and information will be available to the payee through the online remittance reporting feature for the number of days provided in the EPP reference materials. Payees will be notified by email when new documents and information are available online. The payee will be deemed to have received any email sent by us to the email address reflected at that time in the payee's registration information in the designated website. We are not responsible for undelivered emails.

(b) **Vendor Enrollment-** under the vendor enrollment feature, a registered payee may provide notice through the website to receive payments by ACH rather than by check. This election is for your information and we have no duty to comply with your payee's election to receive payments by ACH. This election is not available for payments to a consumer account, as defined in the NACHA Operating Rules. We will notify you if the payee provides notice through the website to receive payments by ACH. If you approve such election, you must instruct us to make such payments by ACH in your payment data file.

(c) **EPP Vendor Services-**you or your payees may elect to obtain additional services directly from our EPP vendor, such as, but not limited to, data download capabilities. SunTrust is not a party to providing additional services and is not responsible for any obligations or liabilities that may arise in the course of our vendor providing those additional services to you or your payees.

Image Cash Letter Service

1. **Description of the ICL Service.** The SunTrust Image Cash Letter or "ICL" service is intended to allow you to transmit to us for deposit files of electronic images of batches of checks (and associated

information describing each check) and check total information, each file an "image cash letter," in place of forwarding the original checks to us for deposit. Details regarding ICL's functionality and certain formatting

and other technical requirements that you must follow when using the ICL service are provided in the "ICL reference materials" as we update them from time to time. The ICL service is intended for transmission of your electronic images and associated information in one file, not as separate transmissions. The ICL service may also encompass image quality analysis adjustments, image integrity analysis adjustments, duplicate item or duplicate file adjustments and return item adjustments (all as defined in the ICL reference materials) being sent to you. The ICL service may not be used to transmit an electronic image of a remotely created check (as that term is defined in Regulation CC). These ICL terms and conditions do not otherwise affect any other agreement between you and us relating to deposits of original checks.

2. Operation of the ICL Service. You may use the ICL service with respect to the account(s) identified in your ICL service profiles as they are in effect at the relevant time and that we have included in our implementation of your setup for the ICL service.

(a) Each electronic check image included in an image cash letter is an "item" as defined in Article 4, Section 104(a)(9) of the Uniform Commercial Code as adopted in the state whose laws govern this agreement and a "check" as defined in Section 229.2(k) of the Regulation CC, which must be an exact image of the front and back of the original check with full-field magnetic ink character recognition (MICR) line encoding (absent the amount). You should endorse the original check prior to image capture and you must provide an electronic endorsement record in accordance with the ICL reference materials, which are based on our interpretation of the relevant American National Standard Institute (ANSI) standards. Each image cash letter must be formatted, including the batching of images, as provided in the ICL reference materials. To be eligible for processing, an electronic check image must meet the items eligible for exchange requirements as outlined in the ICL reference materials. At a minimum, the item must be a negotiable item and all characters in all MICR fields present on the document must be readable. This will allow you to capture the information required for the image cash letter. It is not acceptable to pass digit errors (represented by an * within a MICR field) on a file forwarded to us. All fields on the MICR line of an electronic check image must be repaired prior to forwarding any files to us. You warrant that any repair of the MICR line fields will be repaired correctly.

(b) You must transmit each image cash letter to us through one of our online services which support the transmission of image cash letters. To submit an image cash letter to us through an online service, you are required to comply with the security procedures for that online service. Any image cash letter transmitted to us in accordance with those security procedures will be deemed an image cash letter of yours, whether or not you actually authorized it. Transmission times, image file receipt times, other applicable deadlines and transmission locations are set forth in the ICL reference materials and/or your ICL service profiles as they are in effect at the relevant time.

(c) Each image (and associated information regarding a check) included in an image cash letter must meet our quality standards for processing an image for deposit as described in the ICL reference materials. Those standards are referred to in these ICL terms and conditions as the "ICL standards." We may add to or change the ICL

standards at any time immediately upon notice to you. Once we receive your image cash letter, as the bank of first deposit, our systems will process each image and associated information included in that image cash letter that are on-us items to determine if all images and associated information satisfy the ICL standards for qualified image cash letters. Also, if your imaging process does not produce acceptable images you will be required to use our unqualified ICL service that performs image quality analysis and image integrity analysis on all items in each image cash letter. This may result in requiring an earlier image file receipt time for your unqualified image cash letter. All image cash letters are also subject to duplicate item and duplicate file detection. If an image and associated information satisfy the ICL standards, the ICL system will accept them. If the ICL system determines an image or associated information does not satisfy the ICL standards, the ICL system may reject the nonconforming image or duplicate item, which shall mean those items are sent back to you for reasons of poor quality, missing images or duplicate items. A summary debit adjustment will be made to your account and a debit advice will be sent to you. Also you may request that the list of rejected images which failed to meet the ICL standards or were found to be duplicates be transmitted through one of our online services to your designated contact identified in your ICL service profiles as they are in effect at relevant time. In addition, any image and associated information included in an image cash letter must satisfy the quality standards of the Federal Reserve Bank or other collecting bank to which we have forwarded an image and associated information for collection, the "collecting bank quality standards." All check images which fail to meet collecting bank quality standards will be sent to you as a return advice with attached image for each item. There are no specific timelines for these types of adjustments, but they are usually completed within 30 business days of deposit. If an image is rejected for failing to meet the ICL standards or the collecting bank quality standards, you must take corrective action to either recapture the image and associated information and submit it in a new image cash letter or submit the original check for deposit. Once you have transmitted an image cash letter to us, you may not cancel it unless we have rejected the file. If more than two percent of the images and associated information included in an image cash letter fail to meet the ICL standards, the entire file may be rejected, which will require you to resubmit that image cash letter.

(d) In using the ICL service, you agree to use formats as indicated below, which may be amended from time to time.

(i) DSTU X9.37 – 2003 TIFF 6.0 CCITT Group IV black and white (Images attached) Paper will be truncated at your location

(ii) Image – Same as above

(iii) Companion Document for exchange – Federal Reserve Bank Adoption of DSTU X9.37 (2003) Image Cash Letter Customer Documentation (Excluding portions referring to Fed specific details)

All files must be sent to us through our Online File Transfer service. You must send a notification to the designated e-mail address as identified in the ICL reference materials, which must include your name, image cash letter file total dollar amount and image cash letter file total

item count. Federal Reserve Bank's Image Quality Assurance (IQA) Settings should be adhered to at minimum. This includes the parameters of images relative to length, height, corners, document skew, darkness/lightness, noise and image size compression. These image quality standards are provided in the reference materials. Authentication will be conducted through the Online File Transfer log in process utilizing security procedures and authorization codes. Image Quality Adjustment Detail reporting will be facilitated through the use of our Online Courier service if you elect to use that service.

(e) Once we have accepted an image cash letter for deposit, we will use each image and associated information included in that deposit to process it as an electronic item or, at our option; to create a substitute check. If we elect to process an image and associated information as an electronic item, we will process that image for deposit to your account and forward it for presentment to the drawee bank (as defined below) through the electronic item collection channels that we would otherwise use to present an electronic item to the drawee bank. If we use an image and associated information to create a substitute check, we will process that substitute check for deposit to your account and forward it for presentment to the financial institution on which the original check was drawn or through or at which it was payable (that institution is referred to in these ICL terms and conditions as the "drawee bank") through the check collection channels that we would otherwise use to present a check to the drawee bank. In either event, your deposit will be subject to the terms of any agreement we have with other financial institutions relating to the presentation of electronic items. We will make funds for each electronic item or substitute check that we process for deposit to your account available to you under the enhanced schedule that applies to your account on the business day that we received the file containing a conforming image of that check.

(f) We must receive your image cash letter by the image file receipt times set forth in the ICL reference materials. In that regard, we are not liable for any delays or errors in transmission of an image cash letter. If the online service you use to transmit your image cash letter is not available, you must make your deposits by another method, such as delivery to us of appropriate CD-ROM(s) containing the image cash letter or delivery of the original checks to us. You may not transmit to us an image cash letter which exceeds 20,000 items per file if you are using the unqualified ICL service or 40,000 items per file if you are using the qualified ICL service. You may send more than one image cash letter each day prior to your image file receipt time.

(g) You agree to make original checks available to us promptly upon our reasonable request. You agree that you will not capture more than one image of (or associated information regarding) any original check and that you will not negotiate, deposit or otherwise transfer any original check to us or to any other person or entity after you have captured an image of (or associated information regarding) it. You also agree that (i) you will not transmit an image of (or associated information regarding) any original check to us more than once (unless that item has been returned to you by us for corrective action), (ii) you will not transmit an image of (or associated information regarding) any original check to us that you previously transmitted to any other person or entity, (iii) you will not transmit an image of (or associated information regarding) any original check to any other person or entity after you

have transmitted it to us; (iv) you will not transmit an image of (or associated information regarding) any original check to us if that check has been used as a source document for the initiation of an ACH or other electronic debit; and (v) you will not use any original check as a source document for the initiation of an ACH or other electronic debit after you have transmitted an image of (or associated information regarding) that check to us. You agree to use commercially reasonable security procedures to safeguard the original checks, images and associated information in your possession.

(h) If there is any discrepancy between check image count and/or the total dollar amount of the deposit reflected by you in an image cash letter and our count of check images and/or the total dollar amount of images included in the image cash letter, our count will control and the image cash letter may be rejected. We will also debit your account and send you a deposit adjustment notice for any image which was rejected by us for failing the ICL standards, was determined to be a duplicate, or rejected for failing the collecting bank quality standards, or returned by any collecting bank for any reason.

(i) We may reject, impose a special fee and/or delay processing of any image cash letter if (i) the image cash letter was not prepared and formatted in accordance with the requirements set forth in the ICL reference materials, (ii) the number of check images in the image cash letter or the total dollar amount of the image cash letter does not match what is included in the Cash Letter Control Record for your image cash letter, and (iii) the number of check images in an image cash letter file transmitted to us exceed the number permitted under these ICL terms and conditions.

(j) Returns will be handled by printing substitute checks and returning them through existing return channels.

3. Your Representations and Warranties. You make all of the representations and warranties to us with respect to each electronic check image and associated information that you transmit to us that you would have made if you had deposited the original check into your account. In addition, you represent and warrant to us with respect to each image of and associated information that you transmit to us that (a) the image and associated information (i) accurately represent all of the information on the front and back of the original check at the time the image and associated information were captured and (ii) are otherwise sufficient for us to satisfy our obligations as the truncating and/or reconverting bank and (b) no person or entity will receive a transfer, presentment or return of, or otherwise be charged for, (i) the original check, (ii) an electronic item or substitute check that we create from the image and associated information, or (iii) a paper or electronic representation of the original check or of a substitute check that we create from the image and associated information, such that the person or entity will be asked to make a payment based on a check that it has already paid.

4. Your Indemnification Obligations. In addition to any other obligation you have to indemnify us, you agree to defend, indemnify, protect and hold us, our affiliates and our respective officers, directors, employees, attorneys, agents and representatives harmless from and against any and all liabilities, claims, damages, losses, demands, fines

(including those imposed by any Federal Reserve Bank, clearing house or funds transfer system), judgments, disputes, costs, charges and expenses (including litigation expenses, other costs of investigation or defense and reasonable attorneys' fees) which relate in any way to (a) the receipt by any person or entity of (i) an electronic item, (ii) a substitute check or (iii) a paper or electronic representation of the original check or the substitute check that we create from a electronic check image and associated information that you transmit to us, instead

of the original check, or (b) any encoding error on any check included in an image cash letter, or (c) any duplicate item or duplicate file created or authorized by you, or (d) the delayed processing of any returned items by any subsequent bank for any items that were processed as electronic items, or (e) a remotely created check being included in an image cash letter. This obligation to indemnify, defend and hold harmless is limited to the extent provided under Section 768.28, Florida Statutes.

Image Cash Letter Service – Financial Institutions

1. Description of the ICL-FI Service. The SunTrust Image Cash Letter service for financial institutions or "ICL-FI" is intended to allow you to transmit to us for deposit files of electronic images of batches of checks (and associated information describing each check referred to as "presentment notice") and check total information, each file an "image cash letter," in place of forwarding the original pre-encoded check deposits to us for deposit. Details regarding ICL-FI's functionality and certain formatting and other technical requirements that you must follow when using the ICL-FI service are provided in the ECCHO Rules, Section XIX and in the "ICL-FI reference materials" as we update them from time to time. By using this service, you agree to be bound by the Electronic Check Clearing House Organization Operating Rules referred to as "ECCHO Rules" for these electronic image transactions and we will sponsor your membership if you are not currently a member of ECCHO. Unless otherwise agreed upon, you will be charged for the ECCHO sponsorship fees. Unless otherwise indicated, terms used in these ICL-FI terms and conditions shall have the meanings ascribed to such terms in the ECCHO Rules. The ICL-FI service is intended for transmission of your presentment notice and electronic images in one file, not as separate transmissions. The ICL-FI service also encompasses image quality analysis adjustments and return items processing sent to you. The ICL-FI service may not be used to transmit an electronic image of a remotely created check (as that term is defined in Regulation CC). These ICL-FI terms and conditions do not otherwise affect any other agreement between you and us relating to exchanges under the ECCHO Rules or deposits of original checks.

2. Operation of the ICL-FI Service. You may use the ICL-FI Service with respect to the account(s) that are identified in your ICL-FI service profiles as they are in effect at the relevant time and that we have included in our implementation of your setup for the ICL-FI service.

(a) Each electronic check image included in an image cash letter is an "item" under the Uniform Commercial Code, a "check" under Regulation CC and an "item" under ECCHO Rules which must be an exact image of the front and back of the original check with full MICR line information. You must endorse the original check or the electronic check image with the bank of first deposit endorsement in accordance with the ANSI endorsement requirements, ECCHO Rules and ICL-FI reference materials. Each image cash letter must be formatted, including the batching of images, as provided in the ECCHO Rules and the ICL-FI reference materials. To be eligible for processing, an electronic check image must meet the items eligible for exchange requirements as outlined in the ECCHO Rules, Section III (A). The ECCHO Rules require, at a minimum, that the item be a negotiable item, and all characters in all MICR fields present on the document must be

readable. This will allow you to capture the information required for the image cash letter. Repair of the MICR line on documents in order to make the items eligible for processing must be done with responsibilities assigned as outlined in ECCHO Rules, Section III(B). It is not acceptable to pass digit errors (represented by an * within a MICR field) on a file forwarded to us. All fields on the document must be repaired prior to forwarding any files. Repair of the MICR line fields will be governed by ECCHO Rules.

(b) You must transmit each image cash letter to us through one of our online services which support the transmission of image cash letters. To submit an image cash letter to us through an online service, you are required to comply with the security procedures for that online service. Any image cash letter transmitted to us in accordance with those security procedures will be deemed an image cash letter of yours, whether or not you actually authorized it. Transmission times, Image Ledger Cutoff times, other applicable deadlines and transmission locations are set forth in the ICL-FI reference materials and/or your ICL-FI service profiles as they are in effect at the relevant time.

(c) Each image of (and associated information regarding a check) included in an image cash letter must meet our quality standards for processing an image for deposit as described in the ECCHO Rules and the ICL-FI reference materials. Those standards are referred to in these ICL-FI terms and conditions as the "ICL-FI standards." We may add to or change the ICL-FI standards at any time immediately upon notice to you. Once we receive your image cash letter, our systems will process each image and associated information included in that image cash letter that are on-us items to determine if that image and associated information satisfy the ICL-FI standards. If an image and associated information satisfy the ICL-FI standards, the ICL-FI system will accept them. If the ICL-FI system determines an image or associated information does not satisfy the ICL-FI standards, the ICL-FI system may reject the nonconforming image, which shall mean those items are sent back to you for reasons of poor quality or missing images. Each day we will fax to your contact that you have designated (in a form acceptable to us) the list of rejected images which failed to meet the ICL-FI standards and this will be followed by a research and adjustment debit advice. In addition any image and associated information included in an image cash letter must satisfy the quality standards of the Federal Reserve Bank or other collecting bank to which we have forwarded an image and associated information for collection, the "collecting bank standards." All check images which fail to meet Federal Reserve Bank quality standards will be returned as an advice with attached image for each item via U.S. Mail. All check images which fail to meet collecting bank quality standards will result in items coming

back in Return Item processing. If an image is rejected for failing to meet the ICL-FI standards or the collecting bank standards, you must either recapture the image and associated information and submit it in a new image cash letter or submit the original check for deposit. Once you have transmitted an image cash letter to us, you may not cancel it.

(d) Once we have received an image cash letter for deposit, we will use each image and associated information included in that deposit to create a substitute check or, at our option; process it as an electronic item. If we use an image and associated information to create a substitute check, we will process that substitute check for deposit to your account and forward it for presentment to the financial institution on which the original check was drawn or through or at which it was payable (that institution is referred to in these ICL-FI terms and conditions as the "drawee bank") through the check collection channels that we would otherwise use to present a check to the drawee bank. If we elect to process an image and associated information as an electronic item, we will process that image for deposit to your account and forward it for presentment to the paying bank through the electronic item collection channels that we would otherwise use to present an electronic item to the paying bank. In either event, your deposit will be subject to the terms of any agreement we have with other financial institutions relating to the presentation of electronic items. We will make funds for each substitute check or electronic item that we process for deposit to your account available to you under the same schedule that would have applied if you had deposited the original check to your account on the business day that we received the file containing a conforming image of that check.

(e) We must receive your image cash letter by the then-current deadline set forth in the ICL-FI reference materials. In that regard, we are not liable for any delays or errors in transmission of an image cash letter. If the online service you use to transmit your image cash letter is not available, you must make your deposits by another method, such as delivery of the original checks to us. You may not transmit to us an image cash letter which exceeds 20,000 items per file if you are using the unqualified ICL service or 40,000 items per file if you are using the qualified ICL service. You may send more than one image cash letter each day prior to your image file receipt time.

(f) You agree to make original checks available to us promptly upon our reasonable request. You agree that you will not capture, nor will you allow any of your customers to capture, more than one image of (or associated information regarding) any original check and that you will not negotiate, deposit or otherwise transfer, or allow any of your customers to negotiate, deposit or transfer, any original check to us or to any other person or entity after you have or that customer has captured an image of (or associated information regarding) it. You also agree that (i) you will not transmit an image of (or associated information regarding) any original check to us more than once, (ii) you will not transmit an image of (or associated information regarding) any original check to us that you or one of your customers has previously transmitted to any other person or entity, (iii) neither you nor any of your customers will transmit an image of (or associated information regarding) any original check to any other person or entity after you have transmitted it to us; (iv) you will not transmit an image of (or associated information regarding) any original check to us if that

check has been used as a source document for the initiation of an ACH or other electronic debit; and (v) neither you nor any of your customers will use any original check as a source document for the initiation of an ACH or other electronic debit after you have transmitted an image of (or associated information regarding) that check to us. You agree to use and cause your customers to use commercially reasonable security procedures to safeguard the original checks, images and associated information.

(g) If there is any discrepancy between check image count and/or the total dollar amounts of the deposit reflected by you in an image cash letter and our count of check images and/or the total dollar amount of images included in the image cash letter, our count will control and the image cash letter will be rejected. We will also debit your account and send you a deposit adjustment notice for any image which was rejected by us for failing the ICL-FI standards or rejected for failing the Federal Reserve Bank quality standards or returned by any collecting bank for failing its collecting bank standards.

(h) We may reject, impose a special fee and/or delay processing of any image cash letter if (i) the image cash letter was not prepared and formatted in accordance with the requirements set forth in the ECCHO Rules and ICL-FI reference materials, (ii) the number of checks images or batches of check images in the image cash letter, the dollar amount of a batch of check images in an image cash letter or the total dollar amount of the image cash letter does not match what is included in the presentment notice for that image cash letter, and (iii) the number of check images in all image cash letter files transmitted to us on any banking day, exceed the number permitted under these ICL-FI terms and conditions.

(i) Returns will be handled by printing substitute check documents and returning them through existing paper return channels. As a financial institution you act as the bank of first deposit (BOFD) on all items you deposit with us. This will require you to place a BOFD endorsement on all physical items deposited and/or a 26 record containing the BOFD record on all image cash letter items deposited with us. This endorsement must be in compliance with Regulation CC regarding content and placement, ANSI x9.37 standard, and as provided in ECCHO Rules Section XIX (E).

(j) As the BOFD, you are expected to be the primary agent of resolution of all research items. As the BOFD, your organization has total access to the clearing cycle of each item deposited with us. As your clearing agent, we do not have access to all of the returns information and as such we are less able to resolve all research items. You may re-deposit indemnified copies of previously missing items with us at any time through any depository channel.

3. **Your Representations and Warranties.** You make all of the representations and warranties to us with respect to each electronic check image and associated information that you transmit to us that you would have made if you had deposited the original check into your account. You further agree to the Sending Bank Warranties and Indemnification as provided in ECCHO Rules Section XIX (M).

4. Your Indemnification Obligations. In addition to any other obligation you have to indemnify us, you agree to defend, indemnify, protect and hold us, our affiliates and our respective officers, directors, employees, attorneys, agents and representatives harmless from and against any and all liabilities, claims, damages, losses, demands, fines (including those imposed by any Federal Reserve Bank, clearing house or funds transfer system), judgments, disputes, costs, charges and expenses (including litigation expenses, other costs of investigation or defense and reasonable attorneys' fees) which relate in any way to (a) the receipt by any person or entity of (i) an electronic item, (ii) a

substitute check or (iii) a paper or electronic representation of the original check or the substitute check that we create from a electronic check image and associated information that you transmit to us, instead of the original check, or (b) any encoding error on any check included in an image cash letter, or (c) the delayed processing of any returned items by any subsequent bank for any items that were processed as electronic items, or (d) a remotely created check being included in an image cash letter. This obligation to indemnify, defend and hold harmless is limited to the extent provided under Section 768.28, Florida Statutes.

Image Delivery Services

1. Description of the Image Delivery Services. The image file transmission feature for Image Delivery Services includes the delivery of imaged items such as paid items, returned items, deposit tickets and deposited items through the Online File Transfer service. The images of the various items, as well as images or text files of account statements, selected by you are downloaded and transmitted on a variety of time frames. The CD-ROM feature for Image Delivery Services includes the delivery of imaged items such as paid items, returned items, deposit tickets and deposited items with an encrypted CD-ROM delivery process available on a variable basis. The various items selected by you will be imaged, MICR corrected, balanced, and posted before delivery. If any deposited items are out of balance for an account (total of deposited items does not match deposit ticket), then those deposited items will not be included in any of the Image Delivery Services. You may also select certain one-time historical CD-ROM services for any of the imaged items, such as a one month CD-ROM, a twelve month CD-ROM or a seven year archive CD-ROM.

2. Selection of Image Delivery Services. You may select either image file transmission or CD-ROM delivery method for the various items selected by you with respect to the accounts that you have or may in the future identify to us and that we have agreed to include in your setup for the Image Delivery Services. Your selection for each account is reflected in your Image Delivery service profiles, which may be grouped under a lead account for all accounts capturing the same types of images using the same delivery method. Details regarding these Image Delivery Services, their functionality and certain requirements that you must follow when using the Image Delivery Services are provided in the Image Delivery reference materials as they are updated from time to time.

(a) Image file transmission –after online delivery, you have access to your imaged items along with indexed fields of information that can be downloaded directly into your image archiving systems. Image file transmissions are encrypted and are transmitted using File Transfer Protocol (FTP). You must designate a contact responsible for receiving or retrieving your image file transmissions. You will retrieve your image file transmissions after setup on Online File Transfer service by using the unique user ID and password assigned to your company. If you elect for us to “push” your image file transmissions to you, you can provide us the information needed to access your computer system to

deliver the files. We will send the URL address and the user ID and password to the person you designate as your contact.

(b) CD-ROM - after delivery by express mail, you have access to your imaged items along with indexed fields of information to facilitate research and for long term archival purposes. CD-ROM images can be retained on the CD-ROM or downloaded onto your computer. You must designate a security administrator responsible for accepting the software used to access the CD-ROM images. The CD-ROM will be encrypted to protect your data during transit. We will assign encryption codes that your security administrator will use to de-encrypt and access the CD-ROM. Before you may use the CD-ROM Image Delivery Service, you must have or obtain a computer and related software materials necessary to access electronic images of (and associated information regarding) checks that are imaged on the CD-ROM. As part of providing the CD-ROM Image Delivery Service, our vendor will sublicense the software and related materials to you that you need to access electronic images of (and associated information regarding) checks. The software and related materials are referred to as the “software materials”. You must download the software materials and install them on a computer that you will use in connection with the Image Delivery Services.

(c) Security Procedures-you agree that the security procedures noted above for the Image Delivery Services you select are commercially reasonable. You are completely responsible for controlling access to and maintaining the confidentiality of the security procedures, authorization codes and encryption codes and you must promptly report any breach of that confidentiality to us. You are also completely responsible for the actions of your users to whom we or your security administrator or your contact provide authorization codes or encryption codes and any other person who has obtained access to your authorization codes or encryption codes. You represent and warrant that you will maintain commercially reasonable security procedures to prevent unauthorized access to or any misuse of the imaged items or misuse of the information contained in the imaged items once you have received image file transmissions or CD-ROMs.

3. Imaged Items. You agree that we will have no liability for any missing image or if any image we capture is not legible. Our responsibility for missing or illegible images is to use reasonable efforts to provide a replacement image.

Online Bill Consolidator Service

1. Description of the OBC Service. The Online Bill Consolidator or "OBC" service enables you to receive remittance information regarding payments sent to you through the online bill payment service of any third-party online payment processor (each, an "online payment processor") that participates in the OBC service. You may use the OBC service with respect to the accounts identified in your OBC service profiles and the online payment processors that are identified in our records, as those profiles and records are in effect at the relevant time, and that we have included in our implementation of your setup for the OBC service. Details regarding the OBC service's functionality and requirements that you must follow when using the OBC service are provided in the OBC reference materials, as we update them from time to time.

2. Enrolling as a Biller.

(a) You authorize us to enroll you as a biller for which remittance information should be provided to us in each online bill payment service identified in our records as they are in effect at the relevant time using the information you give us in connection with our implementation of your OBC setup. That information is referred to in these OBC terms and conditions as your "biller profile." You must ensure that all information you give (or a third party on your behalf gives) us or an online payment processor to enroll you as a biller or otherwise for use in the online bill payment service of an online payment processor is complete and accurate at all times and in all respects. If you learn or have reason to believe that any such information is or may not be complete and accurate in all respects, then you must notify us as soon as reasonably practical and take such operational and other steps as we or the applicable online payment processor reasonably require to correct the information and appropriately adjust any sums remitted in response to our reliance on the incomplete or inaccurate information.

(b) You represent and warrant to us that you do not owe any outstanding amounts to an online payment processor and that you are not currently using (and, so long as we are providing the OBC service to you, will not use) the services of any other financial institution to enroll in or otherwise obtain access to the online bill payment service of an online payment processor.

(c) You agree to complete, sign and give us or the applicable online payment processor all forms required to receive payments and remittance information for payments processed through an online payment processor's online bill payment service, including an ACH debit authorization form.

3. Remittance Files; Settlement; Reconciliation; Posting.

(a) Once you have been enrolled as a biller in an online payment processor's online bill payment service and we have completed our implementation of your setup for the OBC service, that online payment processor will send us remittance information regarding payments sent to you through that online payment processor's online bill payment service. After we receive that remittance information from an online payment processor, we will reformat it in accordance with the file formatting requirements we have agreed to with you and create a file of such reformatted remittance information (each, a "remittance file").

Unless an earlier deadline for an online payment processor's online bill payment service is provided in the OBC reference materials or any guides, rules or other documentation (collectively, the "online payment processor's documentation") governing participation in such online payment processor's online bill payment service as it is in effect at the relevant time, we will send each remittance file to you no later than the first banking day after the day we receive the relevant remittance information from an online payment processor. You may designate (in a form acceptable to us) whether we send your remittance files by (1) appending them to your file of items processed in your wholesale or scannable lockbox service setup, if you use either of those services, or (2) as a separate transmission. You may elect (in a form acceptable to us) to have remittance information from multiple online payment processors included as separate batches in one file. You are solely responsible for maintaining copies of all remittance files that we send or otherwise make available to you.

(b) Each online payment processor will be solely responsible for settling all payments sent to you through that online payment processor's online bill payment service and that are reflected in each remittance file. The applicable online payment processor will do so by sending one or more ACH credit entries to the account (each a "settlement account") included in our implementation of your OBC setup that is identified as the settlement account for that online payment processor in our records as they are in effect at the relevant time. Each settlement for a payment credited to a settlement account is provisional until the online payment processor receives final settlement from the originator of that payment. All payments credited to a settlement account, or otherwise owed to you, for payments sent to you through an online payment processor's online bill payment service are subject to any rights that online payment processor may have to unwind transactions and exercise setoff under that online payment processor's documentation.

(c) You are solely responsible for reconciling the remittance information in each remittance file to the ACH credits you receive from each online payment processor. If you are unable to reconcile the two, you must notify us of the inconsistencies by the end of our banking day on the day you receive the ACH credit. If you have notified us in the time required, we will use good faith efforts to resolve any such inconsistencies with the applicable online payment processor.

(d) You are solely responsible for posting each payment reflected in a remittance file to the correct customer account in your receivables system. Unless an earlier time for posting for an online payment processor's online bill payment service is provided in the OBC reference materials or that online payment processor's documentation, you must electronically post each payment reflected in a remittance file to your receivables system so that such payment is posted to the correct customer account before your posting cut-off time on the calendar day immediately following the date we received the remittance information included in that remittance file from an online payment processor, as reflected by the date in the file header information (the "file header date"). If the immediately following calendar day is a holiday or weekend day, you must post the payment on the immediately following business day, and you must also backdate the time the payment is

shown to have been posted in your receivables system so that it reflects it was posted before your payment posting cut-off time on the calendar day immediately following the file header date.

4. Returns; Refusals; Reversals.

(a) If you are unable to determine from a remittance file the correct customer account to which a payment should be posted, then (unless a shorter period for an online payment processor's online bill payment service is provided in the OBC reference materials or that online payment processor's documentation) you must complete your research of the payment and post it to the correct customer account within two banking days from the file header date of that remittance file. You may not post the payment to a general ledger suspense account or otherwise hold the payment beyond that period while you continue to research the payment. If you have been unable to determine the correct customer account and post the payment within that period, then (unless a shorter period for an online payment processor's online bill payment service is provided in the OBC reference materials or that online payment processor's documentation) you must request (in a form acceptable to us) that we return the payment and we must receive that request no later than 5:00 p.m. ET (the "returns deadline") on the second banking day after the file header date of that remittance file and, if required by the applicable online payment processor, notify the applicable online payment processor directly by the time specified in such online payment processor's documentation. If a remittance file contains incorrect information, but you are able to post the payment, then (unless a shorter period for an online payment processor's online bill payment service is provided in the OBC reference materials or that online payment processor's documentation) you must give us a notice (in a form acceptable to us) that describes what was incorrect in the remittance information no later than the returns deadline on the day that is two banking days after the file header date of that remittance file and, if required by the applicable online payment processor, notify the applicable online payment processor directly by the time specified in such online payment processor's documentation.

(b) You may not refuse to accept a payment that one of your customers sends you through an online payment processor's online bill payment service unless (i) the customer account data for that payment is incorrect or incomplete or (ii) you have elected not to accept any payments from that customer. If you are not willing to accept any payments from a customer, then (unless a shorter period for an online payment processor's online bill payment service is provided in the OBC reference materials or that online payment processor's documentation) you must request (in a form acceptable to us) that we return the payment no later than the returns deadline on the day that is two banking days after the file header date of the remittance file containing that payment information.

(c) Some online payment processors offer a "guaranteed payment" option as described in the OBC reference materials. If an online payment processor does not offer such an option or your biller profile does not require guaranteed payments from an online payment processor that offers such an option, originators can initiate reversals of

payments previously made to you through that online payment processor's online bill payment service, and that online payment processor will send an ACH debit entry to your settlement account (or such other account as you may have designated to that online payment processor) for such reversals. We will not have any responsibility for any reversals processed through an online payment processor's online bill payment service or debits by an online payment processor to one of your accounts to reverse a payment. If you want us to attempt to return an erroneous reversal entry, then (unless a shorter period for an online payment processor's online bill payment service is provided in the OBC reference materials or that online payment processor's documentation) you must request (in a form acceptable to us) that we return the reversal entry no later than the returns deadline on the day that is one banking day after the settlement date of the reversal entry. We will use good faith efforts to honor your request to return a reversal entry, but will have no liability if we cannot effect the return or your return request is not honored by the applicable online payment processor. You agree to reimburse us for any expenses we may incur in attempting to honor your return request.

(d) In addition to any other rights we may have to act on instructions we believe in good faith to have been given by a person you have authorized, we may act upon any request or notice we receive pursuant to this Section 4 that we believe in good faith to have been given by one of your authorized users.

5. Limitation of Liability; Disclaimer; Indemnity. In addition to any other limits on our liability under the agreement and to the extent permitted by applicable law, you agree that we will not have any liability for any acts or omissions of an online payment processor (including, without limitation, (a) any error or delay in processing any payments or remittance information through that online payment processor's online bill payment service (including, without limitation, any error or delay in initiating any funds transfers to you), (b) any breach of confidentiality of any information (including, without limitation, any of your or your customers' payment, account or personal information), (c) the inaccuracy of any remittance information, or (d) any reversals or other debits initiated against your account). **Neither we nor any online payment processor makes any representations or warranties of any kind with respect to that online payment processor's online bill payment service or the OBC service, including any implied warranties of merchantability or fitness for a particular purpose.** In addition to any other indemnity obligation you have under the agreement and to the extent permitted by applicable law, you agree to defend, protect, indemnify and hold us harmless from and against any claims, liabilities, losses, damages, costs and expenses (including, without limitations, attorneys' fees) arising from or related to (i) any amounts or other obligations we owe an online payment processor that are related in any way to your use of that online payment processor's online bill payment service, (ii) faulty or erroneous information or instructions you give us or an online payment processor, (iii) any of your errors or delays in posting a payment to your accounts receivable system, (iv) any breach of any of your other obligations under these OBC terms and conditions, or (v) any of your acts or omissions which result in a breach by you or us of the terms of any online payment

processor's documentation. This obligation to indemnify, defend and hold harmless is limited to the extent provided under Section 768.28, Florida Statutes.

6. Online Payment Processor Documentation. Your use of the OBC service is subject to the terms of each online payment processor's documentation. You agree to take all actions we deem necessary for both you and us to be in compliance with each online payment processor's documentation. You agree that we are not obligated to take any action under these OBC terms and conditions that would cause us

to breach the provisions of any online payment processor's documentation. You agree that none of our obligations under any online payment processor's documentation create obligations for us under these OBC terms and conditions unless expressly set forth as our obligations in these OBC terms and conditions.

7. Termination. You or we may terminate your use of the OBC service immediately upon written notice to the other party, provided that any termination by you will not be effective until we have had a reasonable time to act on your notice.

Online Bill Presentment and Payment Service

1. Description of the Online Bill Presentment and Payment Service. The Online Bill Presentment and Payment or "OBPP" service enables you to electronically collect bill payments from your customers (each, a "payer") by initiating ACH debit entries against their deposit accounts or by initiating charges against their credit or debit cards. These ACH debit entries and credit or debit card charges (which are generically referred to in these OBPP terms and conditions as "payments") are initiated in response to payment authorizations payers submit through the Internet or give your authorized users over the telephone. The OBPP service is one of the online services described in the general terms and conditions. Details regarding OBPP's functionality and certain requirements that you must follow when using the OBPP service are provided in the OBPP reference materials as we update them from time to time. When first launched, the OBPP service will only provide the ACH functionality described in these OBPP terms and conditions. We will notify you when the card functionality is available.

2. Functioning of the OBPP Service. Each payment authorization that you or a payer submits through the OBPP service will initiate a payment in accordance with these OBPP terms and conditions. You will be the "originator" and we will act as the originating depository financial institution or "ODFI" for each ACH debit entry initiated through your setup of the OBPP service. Similarly, you will be the "merchant" for each credit or debit card charge initiated through your setup of the OBPP service. However, we do not act as the merchant bank processor or "acquirer" with respect to those credit or debit card charges. Instead, the OBPP service merely routes information for those credit or debit card charges to your third-party merchant bank processor, which will act as the acquirer for those credit or debit card charges. In order to initiate credit or debit card charges through the OBPP service you must have entered into a merchant services agreement with a third-party merchant bank processor that is acceptable to us and with whom we have entered into an agreement regarding certain issues relating to your use of the OBPP service. A list of acceptable merchant bank processors with whom we have such agreements is set forth in the OBPP reference materials as we update them from time to time. We need you to work with us and to provide us with certain information to implement your setup for the OBPP service. You agree to give us all of this information in a form that is acceptable to us.

3. Origination and Processing of Payments.

(a) Payment authorizations may be submitted through the OBPP service by (i) a payer through an Internet website (the "biller website") we provide or (ii) an authorized user through the biller website based on a verbal authorization a payer gives an authorized user over the telephone. The biller website is part of the "OBPP system" we use to provide the OBPP service to you. You must provide and maintain a secure link to the biller website on your general website and are responsible for ensuring that this link takes a payer to the appropriate area within the biller website. You are also responsible for providing data concerning each payer that uses this link in a manner that meets our encryption or security requirements during the linking process.

(b) Before a payer may submit a payment authorization through the OBPP service, that payer must be registered in the OBPP system. A payer may self-register through the biller website or an authorized user may register a payer through the biller website based on information that payer gives an authorized user over the telephone. The registration process must include a commercially reasonable fraud detection system and commercially reasonable procedures to verify the identity of the payer. At your option (as reflected in your OBPP service profile), payers may be allowed to give payment authorizations immediately following the registration process or may be prohibited from giving payment authorizations until you have authorized them to do so.

(c) The biller website will be formatted in accordance with the specifications that you give us in connection with our implementation of your setup for the OBPP service. You grant us the right and a license to use (i) your name, trademarks, service marks, copyrights and logos and other textual information in connection with the biller website and (ii) your data in connection with the OBPP service, in each case as contemplated by these OBPP terms and conditions. Once a payer has accessed the biller website, that payer may authorize you to initiate a payment against the payer's deposit account or credit or debit card on the day that the authorization is submitted, each a "current payment," or to initiate one or more payments on scheduled future dates, each a "scheduled payment." Before a payer may submit a payment authorization through the biller website, that payer must accept, while online, terms regarding use of the biller website that, among other things, authorize you to initiate one or more payments against that payer's deposit account or credit or debit card, as applicable, and permit you and us to use the data provided by the payer to process those payments (including, without limitation, consent for that data to be sent outside of the United States). These terms of use must also comply

with (i) in the case of an ACH debit entry, the NACHA operating rules and guidelines as they are in effect at the relevant time, or the "ACH rules" or (ii) in the case of a credit or debit card charge, the operating regulations and other requirements of the entity or association that issues or sponsors the applicable credit or debit card as they are in effect at the relevant time, or the "card rules". We may provide you sample terms of use. Through the biller website, a payer may view scheduled payments set up in, and prior payments made through, the OBPP system and (prior to the deadline for submitting payment authorizations set forth in the OBPP reference materials as they are in effect at the relevant time) may also delete or modify scheduled payments set up in the OBPP system.

(d) An authorized user may also use the biller website to initiate payments against a payer's deposit account or credit or debit card based on a verbal authorization that payer gives an authorized user over the telephone, but only if (1) the payer initiated the telephone call or (2) you have an existing business relationship with the payer as more fully described in the OBPP reference materials as they are in effect at the relevant time. An authorized user must provide the information specified in the OBPP reference materials as they are in effect at the relevant time to the payer and obtain the payer's unambiguous verbal authorization prior to initiating a payment through the biller website. After an authorized user has initiated a payment through the biller website, the OBPP system will automatically send the payer a notice confirming that verbal authorization to the payee's email address as then reflected in the OBPP system. This confirmation notice must comply with the ACH rules or the card rules, as applicable.

(e) Each ACH debit entry initiated through the OBPP service will be originated using a WEB, TEL or CCD entry code. The OBPP system will assign an entry code based on information provided by the payer or an authorized user when initiating the payment.

(f) A charge to a payer's credit or debit card initiated through the OBPP service will be processed and charged against that card on the "payment date" of the relevant payment authorization. On the other hand, an ACH debit entry to a payer's deposit account initiated through the OBPP service will not be processed and debited against that account until the business day following the "payment date" of the relevant payment authorization. For each current payment, the payment date will be the date that the relevant payment authorization is submitted through the OBPP system. For each scheduled payment, the "payment date" will be the future date assigned by the payer for that payment. If a payment authorization is submitted through the OBPP service after the deadline set forth in the OBPP reference materials as they are in effect at the relevant time, that payment authorization will not be deemed to have been submitted until the next business day (which will be the payment date for that payment authorization). For purposes of submitting payment authorizations for an ACH debit entry only, Sunday will be deemed a "business day" for any payment authorizations submitted after the delivery deadline on Friday and before the delivery deadline on Sunday. In that regard, you may receive two files of ACH payments on Monday (or the next business day if Monday is not a business day)—one for payments authorized before 5 p.m. on Friday

and another for payments authorized after 5 p.m. on Friday and before 5 p.m. on Sunday.

(g) The OBPP service will use commercially reasonable procedures to verify that the routing number associated with any ACH debit entry initiated using the OBPP service is valid.

4. Administrative Functions. You may use the biller website to perform certain administrative functions in connection with your use of the OBPP service. These functions may include registering a payer, administering and approving a payer's registration, viewing the status of payments, deleting payments, modifying scheduled payments, receiving certain notices, generating and viewing certain transaction reports, establishing authorized users and the limits on each authorized user's authority, and downloading and uploading certain files of data. Any modification or deletion of a payment must be completed prior to the deadline for submitting payment authorizations set forth in the OBPP reference materials as they are in effect at the relevant time. Reports are available to be viewed through the biller website only for the number of days set forth in the OBPP reference materials as they are in effect at the relevant time. All files uploaded or downloaded through the biller website will be transmitted to us or to you as you selected during our implementation of your setup for the OBPP service.

5. Representations and Warranties. Except as otherwise provided in section 3(g) above related to verification of routing numbers and in section 7(d) below related to secure connections, (a) for each ACH debit entry you initiate through the OBPP service, you must comply with all obligations of an originator of, and automatically make all representations, warranties and agreements set forth in the ACH rules and the terms and conditions for the ACH origination service related to any entries with the same entry code type as used for that ACH debit entry and (b) for each credit or debit card charge you initiate through the OBPP service, you must comply with all obligations of a merchant with respect to, and automatically make all representations, warranties and agreements set forth in the card rules related to that type of credit or debit card charge. You further represent that any payment or other authorization you or a payer submits through the OBPP system has been authorized by the relevant payer. You also represent and warrant to us that our use of your (i) name, trademarks, service marks, copyrights and logos and other textual information in connection with the biller website and (ii) data in connection with the OBPP service, in each case as contemplated by these OBPP terms and conditions, does not infringe or otherwise violate any intellectual property or other proprietary rights of any third party.

6. Designation of Security Administrators. You must identify at least one person as your OBPP security administrator in your OBPP service profiles as they are in effect at the relevant time. Each security administrator will be set up with full user permissions with respect to the biller website, including the right to administer the rights and permissions of all other users. Each security administrator and other user who has been granted user administration rights with respect to the biller website will be a "security administrator," and will have all of the rights and responsibilities described in the general terms and conditions and these OBPP terms and conditions. In addition to the ability to administer the rights and permissions of your other users, each security

administrator may administer his or her own user rights and permissions, including adding rights and permissions. One of your security administrators may also delete another security administrator or modify that security administrator's rights and permissions through the biller website.

7. Security Procedures. The following security procedures apply to your use of the OBPP service:

(a) Your use of the biller website: We will provide each security administrator identified in your OBPP service profiles as they are in effect at the relevant time with a user id and password to log on to the biller website. Your authorized users must log on to the biller website using the authorization codes that will be supplied to them by a security administrator. Each authorized user will have the rights and permissions granted to them by a security administrator. You are solely responsible for establishing the security procedures an authorized user must follow to verify the identity of a payer and the authenticity of verbal payment or other authorizations a payer gives an authorized user over the telephone before those payment or other authorizations are submitted through the biller website.

(b) A payer's use of the biller website: To access and use the biller website, a payer must log on to the biller website using that payer's user id and the password, as then reflected in the OBPP system. If a payer self-registers in the OBPP system through the biller website, the payer will select the payer's own user id and password. If an authorized user registers a payer through the biller website, you will designate the payer's user id and a temporary password. The OBPP system will prompt the payer to change this temporary password upon the initial log in to the biller website and the payer will be required to reset this temporary password before authorizing payments through the biller website.

(c) Password and user id resets: A payer may reset the payer's password through the biller website by providing the user id and related email address then reflected in the OBPP system. An email notification and temporary password will be sent to the payer's email address as then reflected in the OBPP system. The OBPP system will prompt the payer to change this temporary password upon the next log in to the biller website and the payer will be required to reset this temporary password before authorizing payments through the biller website. However, only an authorized user that has been given administrator rights may reset a payer's user id. This can be done at any time through the biller website.

(d) Secure connection: For each session on the biller website, any payment information will be transmitted through the OBPP

system via a secure session utilizing a commercially reasonable security technology that provides a level of security that, at a minimum, is equivalent to 128-bit encryption technology, employed prior to the key entry of any payment information and through transmission to us. All payer information stored in the OBPP system will be stored in an encrypted format utilizing security technology providing a level of encryption that, at a minimum, is equivalent to 128-bit encryption technology. You and each payer must have equipment and software that supports encryption technology equivalent to 128-bit encryption.

(e) PAL totals. Immediately prior to transmitting the NACHA formatted file to us, the OBPP system will communicate the total dollar amount of the file (referred to as the "Phone Authorization Line or PAL Total") to us through the biller website. We do not require that you separately submit PAL totals through our PAL system to process files of ACH debit entries initiated through the OBPP service.

You agree that these security procedures are commercially reasonable.

8. Protection of Our Vendor. We utilize one or more vendors in providing the OBPP service. As a result, you agree that (a) each reference to "we," "us" and "our" in any provision in the general terms and conditions or these OBPP terms and conditions that limits our liability to you, protects our data, intellectual property or other proprietary rights, gives us and/or our vendors a right or license to use your data, intellectual property or other proprietary rights or imposes an indemnification obligation on you will, with respect to the OBPP service, be deemed to include our vendors and their licensors and (b) our vendors and their licensors are third party beneficiaries of those provisions and may enforce them directly against you.

9. ACH Origination Service. These OBPP terms and conditions are expressly made a part of the ACH origination terms and conditions and are subject to the provisions thereof. Terms that are defined in the ACH origination terms and conditions have the same meanings when used in these OBPP terms and conditions. If there is any inconsistency on a particular issue between these OBPP terms and conditions and the ACH origination terms and conditions, these OBPP terms and conditions will control. You understand and agree, however, that our agreement to provide the OBPP service does not permit you to use any other aspect of the ACH origination service unless we have agreed to include it in our implementation of your setup for the ACH origination service.

Online Check Deposit Service

1. Description of the OCD Service. The Online Check Deposit or "OCD" service allows you to capture an electronic image of an original physical paper check (and associated information describing that check) and to transmit that image and associated information to us for deposit to your account in place of forwarding the original physical

paper check to us. The OCD service will also provide access to, and the ability to export and print, deposited check images as well as reports regarding your use of the OCD service. Details regarding OCD's functionality and certain formatting and other technical requirements that you must follow when using the OCD service are

provided in the OCD reference materials as we update them from time to time. The OCD service may not be used outside of the United States without our prior written approval and may not be used to capture an electronic image of a remotely created check (as that term is defined in Regulation CC).

2. Operation of the OCD Service.

(a) Required Hardware and Software. Before you may use the OCD service, you must have or obtain a personal computer, printer, scanner and related software necessary to capture electronic images of (and associated information regarding) checks that you receive. The scanner must be a model that we have approved. As part of providing the OCD service, we will sublicense the software to you that you need to capture electronic images of (and associated information regarding) checks. You must download the software and install it on a personal computer that you will use in connection with the OCD service. A separate copy of the software materials must be downloaded for use with each personal computer (for reviewing reports) and for each approved scanner and personal computer that you need to capture electronic images of (and associated information regarding) checks. You must notify us and obtain our approval before you download each copy of the software. You must have or acquire each approved scanner needed by you to utilize the OCD service. You acknowledge that you previously acquired or are currently acquiring each scanner directly from a third party vendor and, as a result, all warranty obligations and contracts are to be handled directly with that vendor. **At your request, we may provide (in a form acceptable to us) your contact information and your scanner acquisition information to a third party vendor. Upon receipt of your information, the third party vendor will facilitate your scanner acquisition.** You agree that we are only providing this information to the third party vendor as an accommodation to you to facilitate your acquisition of a scanner and that we do not have any responsibility or liability for the delivery of or any aspect of the operation, use or maintenance of the scanner.

(b) OCD Setups. Your authorized users for the OCD service (and the accounts with respect to which each such authorized user may use the OCD service to make deposits or obtain information or reports) are designated in your OCD service profiles as they are in effect at the relevant time. The OCD service also offers you the option (through its Location Identifier function) of assigning a Location ID number or alphanumeric description for each store, branch or office (each of which is referred to as a "location") for which deposits are captured and transmitted to us through the OCD service. Your election to use the Location ID function and the numbers and/or descriptions for each location are reflected in our implementation/setup forms for the OCD service as they are in effect at the relevant time. You must provide us with the street address for each scanner to include in our implementation of your setup for the OCD service. Please note that you must notify us before you add, delete, or relocate any scanner so that addition, deletion or relocation can be reflected in your OCD service profiles. If you want to completely delete an account that is included in our implementation of your setup for the OCD service, you must delete it from the setup for each authorized user in which it is

included as reflected in your OCD service profiles as they are in effect at the relevant time. Each account or authorized user you have previously identified to us continues to be authorized unless you confirm an OCD service profile that deletes that account or authorized user. Any authorized user will be able to access information regarding deposited checks and reports for their assigned accounts from any personal computer on which the software has been downloaded and installed, even if there is no a scanner attached to that personal computer and/or it is located at a different address than listed for that authorized user in your OCD service profiles as they are in effect at the relevant time. Additional information regarding the Location Identifier function, plus adding or deleting accounts, locations or authorized users is available in the OCD reference materials.

(c) Capturing Check Images and Information. In order to use the OCD service to capture check images (and associated information) or review reports, you must log on using one or more authorization codes that we will distribute directly to the authorized users designated in a service profile for this service. Separate authorization codes may be issued to an authorized user for each OCD service setup in which the authorized user is included. After you have logged on, you will be required to provide us a control total for each deposit that you are going to capture. The control total is the total dollar amount of all checks included in a particular deposit. After you have provided the control total for a deposit, using the personal computer, scanner and software (all of which are referred to in these OCD terms and conditions as your "OCD system"), you may capture an electronic image of (and associated information regarding) any original physical paper check that you have endorsed and that meets the standards for processing an image for deposit (including those set forth in the OCD reference materials). Those standards are referred to in these OCD terms and conditions as the "OCD standards." As you capture images and associated information for each check included in a deposit, the OCD system processes them to determine if they satisfy the OCD standards. If an image and associated information satisfy the OCD standards, the OCD system will accept them. If the OCD system determines an image or associated information does not satisfy the OCD standards, the OCD system will reject the nonconforming image or information and ask you to rescan the check, manually provide or verify information or, for certain image quality failures, elect to submit the image or associated information as captured. Please note that the inclusion of this limited election to submit an image as captured in the OCD system does not relieve you of the representations and warranties you make with respect to each image and associated information you transmit to us. Once all of the images and associated information for a deposit have been processed, the OCD system will provide you a summary of the deposit and ask you to submit the deposit to us. Once you have submitted a deposit to us, you may not cancel it. We must receive your deposit by the then-current deadline set forth in the OCD reference materials. In that regard, we are not liable for any delays or errors in transmission of the images or associated information. If the OCD service is not available, you must make your deposits by another method, such as an in-person deposit at one of our branches or a deposit by mail.

(d) Processing of Images and Information. Once we have received a deposit, we will use each image and associated information included in that deposit to create a substitute check or, at our option, process it as an electronic item. If we use an image and associated information to create a substitute check, we will process that substitute check for deposit to your account and forward it for presentment to the financial institution on which the original check was drawn or through or at which it was payable (that institution is referred to in these OCD terms and conditions as the "drawee bank") through the check collection channels that we would otherwise use to present a check to the drawee bank. If we elect to process an image and associated information as an electronic item, we will process that image for deposit to your account and forward it for presentment to the drawee bank through the electronic item collection channels that we would otherwise use to present an electronic item to the drawee bank. In either event, your deposit will be subject to the terms of any agreement we have with other financial institutions relating to the presentation of substitute checks or electronic items. We will make funds for each substitute check or electronic item that we process for deposit to your account available to you under the same schedule that would have applied if you had deposited the original check to your account on the business day that we received the file containing a conforming image of that check.

(e) Returns and Rejected Images. If we determine an image or associated information is not in a satisfactory form or is a duplicate, we may reject the nonconforming image or duplicate item, which means those items are sent back to you for reasons of poor quality, missing images or duplicate items. A summary debit adjustment will be made to your account and a debit advice will be sent to you. In addition, any image and associated information included in a deposit must satisfy the quality standards of the Federal Reserve Bank or other collecting bank to which we have forwarded an image and associated information for collection, the "collecting bank quality standards." All check images which fail to meet collecting bank quality standards will be sent to you as a return advice with attached image for each item. There are no specific timelines for these types of adjustments, but they are usually completed within thirty business days of deposit. If an image is rejected for failing to meet the OCD standards or the collecting bank quality standards, you must take corrective action to either recapture the image and associated information and submit it in a new OCD or submit the original check for deposit.

(f) Original Checks and Captured Images. You agree to use commercially reasonable security procedures to safeguard the original physical paper checks, images and associated information in your possession after you have transmitted images of such items to us and you agree to make such items available to us promptly upon our request. You agree that you will not capture more than one image of (or associated information regarding) any original check and that you will not negotiate, deposit or otherwise transfer any original check to us or to any other person or entity after you have captured an image of (or associated information regarding) it. You also agree that (i) you will not transmit an image of (or associated information regarding) any original check to us more than once, (ii) you will not transmit an image of (or

associated information regarding) any original check to us that you have previously transmitted to any other person or entity, (iii) you will not transmit an image of (or associated information regarding) any original check to any other person or entity after you have transmitted it to us; (iv) you will not transmit an image of (or associated information regarding) any original check if that check has been used as a source document for the initiation of an ACH or other electronic debit; and (v) you will not use any original check as a source document for the initiation of an ACH or other electronic debit after you have transmitted an image of (or associated information regarding) that check to us.

3. Your Representations and Warranties. You make all of the representations and warranties to us with respect to each captured check image and associated information that you transmit to us that you would have made if you had deposited the original physical paper check into your account. In addition, you represent and warrant to us with respect to each captured check image and associated information that you transmit to us that (a) the image and associated information (i) accurately represent all of the information on the front and back of the original physical paper check at the time the image and associated information were captured and (ii) are otherwise sufficient for us to satisfy our obligations as the truncating and reconverting bank and (b) no person or entity will receive a transfer, presentment or return of, or otherwise be charged for, (i) the original check, (ii) an electronic item or substitute check that we create from the image and associated information, or (iii) a paper or electronic representation of the original check or of a substitute check that we create from the image and associated information, such that the person or entity will be asked to make a payment based on a check that it has already paid.

4. Your Indemnification Obligations. In addition to any other obligation you have to indemnify us, you agree to defend, indemnify, protect and hold us, our affiliates, our vendors and our respective officers, directors, employees, attorneys, agents, and representatives harmless from and against any and all liabilities, claims, damages, losses, demands, fines (including those imposed by any Federal Reserve Bank, clearing house or funds transfer system), judgments, disputes, costs, charges and expenses (including litigation expenses, other costs of investigation or defense and reasonable attorneys' fees) which relate in any way to (a) the use of the OCD system or OCD service to capture an image of a remotely created check, (b) your use of the OCD system or the OCD service (other than as expressly provided in these OCD terms and conditions) or (c) the receipt by any person or entity of (i) an electronic item, (ii) a substitute check or (iii) a paper or electronic representation of the original check or the substitute check that we create from a captured check image and associated information that you transmit to us, instead of the original check. This obligation to indemnify, defend and hold harmless is limited to the extent provided under Section 768.28, Florida Statutes.

5. Security Procedures. The security procedures for the OCD service include the requirement that your authorized users log on to OCD service using the authorization codes that we supply to them. We may replace the password portion of an authorization code upon your request, by calling the telephone number of your authorized user as

shown in our records and giving the new password to any person answering the phone at that number. You agree that we may give the new password to anyone we believe in good faith is your user. Unless you otherwise instruct us to limit the use of authorization codes to certain accounts, any set of authorization codes issued for use with OCD service could be used to transmit or receive files through OCD

service for any account that we have included in your setup for OCD service. You agree that these security procedures are commercially reasonable.

Online Courier Service

1. Description of the OLC Service. The SunTrust Online Courier or "OLC" service is an information reporting service that is available over the Internet or dedicated telephone lines. It is one of the online services described in the general terms and conditions. You may use the OLC service with respect to the accounts and services that you have identified (in a form acceptable to us) and that we have included our implementation of your setup for the OLC service. Details regarding OLC's functionality and certain formatting and other technical requirements that you must follow when using the OLC service are provided in the OLC reference materials as we update them from time to time.

2. Designation of Security Administrator and Contact. In order to use the OLC service, you must designate a person who will act as

your OLC security administrator and a person who will act as your OLC contact. These people will have all of the rights and responsibilities described in the general terms and conditions and will be identified in your OLC service profiles as they are in effect at the relevant time.

3. Fees. Fees for the OLC service will be charged to the account that is identified in your OLC service profiles as they are in effect at the relevant time.

4. Security Procedures. The security procedures for the OLC service include the requirement that your users log on to the OLC service using the authorization codes that will be supplied by your security administrator as described in the general terms and conditions. You agree that these security procedures are commercially reasonable.

Online File Transfer Service

1. Description of the OFT Service. The SunTrust Online File Transfer or "OFT" service is an Internet-based data transmission service. It is one of the online services described in the general terms and conditions. Details regarding OFT's functionality and certain formatting and other technical requirements that you must follow when using the OFT service are provided in the OFT reference materials as we update them from time to time.

2. Use of the OFT Service. You may use the OFT service with respect to the accounts and services that are identified in your OFT service profiles as they are in effect at the relevant time and that we have included in our implementation of your setup for the OFT service. In that regard, if your service profile for any other service includes information regarding an OFT contact, those service profiles constitute OFT service profiles as well.

3. Multiple Authorization Codes. OFT authorization codes are not tied to any particular account or service. As a result, unless you have instructed us (in a form acceptable to us) to limit the use of authorization codes to certain accounts and/or services, you should understand that if multiple sets of OFT authorization codes have been issued, any set of authorization codes may be used to transmit files through the OFT service for any service or account that we have included in your set up for the OFT service, whether or not the specific authorization codes being used were intended to be used with the particular account or service.

4. Designation of Contact. In order to use the OFT service, you must designate at least one person who will act as your OFT contact. This person will have all of the rights and responsibilities described in the general terms and conditions and these OFT terms and conditions and will be identified in your OFT service profiles as they are in effect at the relevant time. If you name only one such person on all of your OFT service profiles, then that person will act as your OFT contact for all accounts and services included in your set up for the OFT service. If you want a separate OFT contact for one or more accounts and services, then each of those separate OFT contacts must be identified in your OFT service profiles as they are in effect at the relevant time. You may also name a person as your backup OFT contact. If you name only one such person on all of your OFT service profiles, then that person will act as your backup OFT contact for all accounts and services included in your set up for the OFT service. If you want a separate backup OFT contact for one or more accounts and services, then each of those separate backup OFT contacts must be identified in your OFT service profiles as they are in effect at the relevant time.

5. Fees. Fees for the OFT service will be charged to the account identified in your OFT service profiles as they are in effect at the relevant time.

6. Security Procedures. The security procedures for the OFT service include the requirement that your users log on to the OFT service using the authorization codes that we supply to your OFT contact(s) as described in the general terms and conditions. In that regard, we will replace the password portion of an authorization code

upon your request. We will do so by calling the telephone number of your OFT contact (s) listed in your OFT service profile as it is in effect at the relevant time and giving the new password to the person answering

the phone at that number. You agree that we may give the new password to anyone we believe in good faith is your authorized user. You agree that these security procedures are commercially reasonable.

Online Treasury Manager Service

1. Description of the Online Treasury Manager Service. The SunTrust Online Treasury Manager or "OTM" service is an Internet-based information reporting and transaction initiation service. It is one of the online services described in the general terms and conditions. Details regarding OTM's functionality and certain formatting and other technical requirements that you must follow when using the OTM service are provided in the OTM reference materials as we update them from time to time.

2. Use of the OTM Service. You may use the OTM service with respect to the accounts and services that you have identified (in a form acceptable to us) and that we have included in our implementation of your setup for the OTM service at the relevant time.

3. Security Administrators and Contact. In order to use the OTM service, you must designate at least one person who will act as your OTM security administrator and a person who will act as your OTM contact. You may identify your OTM security administrator(s) and your OTM contact we are to include in our implementation of your setup of the OTM service in your OTM service profiles as they are in effect at the relevant time. You may set up one or more additional OTM security administrators directly through the OTM service by granting administration entitlements to a user. In addition to the OTM security administrator(s) reflected in your OTM service profiles as they are in effect at the relevant time, the term "OTM security administrator" includes any other user set up in the OTM service who is granted administration entitlements by any other OTM security administrator(s). In addition to any of the rights and responsibilities of an OTM security administrator or OTM contact described in these OTM terms and conditions or any OTM reference materials, each of your OTM security administrators and OTM contacts will have all of the rights and responsibilities described in the general terms and conditions for security administrators and contacts, respectively. Each of your OTM security administrators may be able to grant any user authorized to use the OTM service, including themselves, access to any accounts and services included in your setup of the OTM service for any functionality or entitlement that is available in the OTM service. In addition, you may also terminate administration entitlements of any OTM security administrator directly through the OTM service. If through the OTM service you terminate the administration entitlements of an OTM security administrator designated on one of your service profiles in effect at that time, you are solely responsible for updating your service profiles to delete that person from the service profiles as well, so that your service profiles and authorizations in the OTM service are consistent. We may rely on information in your service profiles as they are in effect at the relevant time, and we have no responsibility if the authorizations you have granted directly through the OTM service are not consistent with your service profiles.

4. Fees. Fees for the OTM service will be charged to the account(s) identified in your OTM service profiles as they are in effect at the relevant time.

5. Security Procedures. The security procedures for the OTM service include the requirement that each of your users logs on to the OTM service using that user's authorization codes. Your users should not give their authorization codes to any other person or use them anywhere other than within the OTM service. The user's initial authorization codes will be supplied by an OTM security administrator as described in the general terms and conditions. You are solely responsible for developing appropriate checks and balances to effectively control and monitor the use of the OTM service by all users, including each of your OTM security administrators. We may require that a user provide additional information or use other additional security procedures to authenticate that user. You agree that the security procedures for the OTM service are commercially reasonable for you.

(a) Dual Approval Security Feature. The security procedures for the OTM service include the use of the "dual approval" security feature. The dual approval security feature requires that at least two authorized users be involved in the initiation and release of any wire transfer or ACH transaction through the OTM service. One user with sufficient initiation entitlements must input the transaction information; and at least one other user with sufficient approval entitlements must approve the transaction before it is released and processed.

(b) Secure Browsing Software. Effective on the requirement date for the secure browsing software, the security procedures for the OTM service will include the requirement that each of your users logs on to the OTM service from a computer on which you have installed and have running Rapport, the secure browsing software provided by Trusteer Inc. (or one of its affiliates), or other secure browsing software which we may have approved for use with the OTM service from time to time. Trusteer Rapport or such other approved secure browsing software is referred to herein as the "secure browsing software." The "requirement date for the secure browsing software" means either (i) June 20, 2011, or (ii) for each of your setups of the OTM service we have implemented or begun to implement by that date, the effective date for the required use of secure browsing software that is set forth in the letter we will send or have sent to you, to notify you of this change and an amendment to the terms and conditions of the OTM service. We use various means to detect if secure browsing software is installed and running on a computer. If by using the methods we employ at the relevant time, we are not able to detect that secure browsing software is installed and running on the computer from which one of your users is attempting to access the OTM service, your user will not be permitted to log on to the OTM service from that computer. If, however, by using those methods we employ at the relevant time, we

determine that secure browsing software is installed and running on a computer, your user will be able log on to the OTM service from that computer (so long as that user also complies with the other security procedures applicable to that user accessing the OTM service). Your use of the secure browsing software will be licensed to you by the vendor of the secure browsing software you are using under a separate license agreement, the "software license agreement." You agree that your use of the secure browsing software is subject to, and that you are bound by and will comply with, the terms of that software license agreement. WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO ANY SECURE BROWSING SOFTWARE, INCLUDING ANY REPRESENTATIONS AND WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. We make no guarantees and have no responsibility with respect to (i) the operation of any secure browsing software being uninterrupted, error free or free from program limitations, (ii) defects in any secure browsing software or information provided through it, or (iii) any secure browsing software being free of viruses, disabling devices or other harmful components. You agree that although the use of secure browsing software on any computer you are using to log on to the OTM service is part of the security procedures for the OTM service, WE WILL NOT HAVE ANY RESPONSIBILITY FOR THE PERFORMANCE OF THE SECURE BROWSING SOFTWARE OR ANY RELATED SERVICES OR FOR ANY LOSSES, DAMAGES, COSTS, OR EXPENSES INCURRED RELATED TO YOUR USE OF, OR ANY FAILURE, ERRORS, OR DEFICIENCIES OF, THE SECURE BROWSING SOFTWARE OR ANY RELATED SERVICES, OR ANY ACTS OF OMISSIONS OF THE VENDOR OF THE SECURE BROWSING SOFTWARE, WHETHER RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, VIOLATION OF LAW, OR WILLFUL MISCONDUCT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES, DAMAGES, COSTS OR EXPENSES. Without limiting the foregoing, we will have no responsibility if any equipment, communications capabilities, or software that you are using at any time is not compatible with the secure browsing software or when used with the secure browsing software has an adverse impact on your ability to access the OTM service or the performance of the OTM service. You are solely responsible for determining if the secure browsing software will work with your equipment, communications capabilities, and other software and for ensuring that any installation of the secure browser software is in accordance with your policies. You agree that any vendor of the secure browsing software you are using is authorized to make certain information related to the computer on which it is installed, including the IP address, available to us, and in that event, we will have no obligation to provide any notices to you, including with respect to any of that information made available to us for the purposes of fraud prevention. Your obligations under the general terms and conditions to maintain the confidentiality of any software, software materials or other related documentation will apply to any documents or information related to the secure browsing software you use.

(c) Your Use of Non-standard Security Procedures. You acknowledge that we have made available and offered to you

commercially reasonable security procedures for use of the OTM service. If you elect to use non-standard security procedures (as reflected by your OTM service profiles as they are in effect at the relevant time or other form acceptable to us), you agree to be bound by any access to the OTM service, any funds transfer to or from any account of yours initiated through the OTM service, and any other instructions submitted through the OTM service, in compliance with the non-standard security procedures that you elected to use, whether such access, funds transfer or other instructions were authorized or not, and you further agree that the non-standard security procedures are commercially reasonable for you. Non-standard security procedures may include (but are not limited to) your election not to use the dual approval security feature, which election may allow a single user to initiate and approve wire or ACH transactions through the OTM service, and your election not to use secure browsing software, which election may allow one or more users to log on to the OTM service from a computer that does not have secure browsing software installed on it and actively running. You authorize each OTM security administrator to elect on your behalf whether to use a non-standard security procedure. We may, but are not obligated to, accept any such election from an OTM security administrator, and any such election by an OTM security administrator will be binding on you. We are not obligated to implement your request to use non-standard security procedures, and you agree we will have no liability whether or not we implement that request for you.

(d) Hold Harmless and Indemnification. Without limiting or modifying any other indemnities you provide us and in consideration of our complying with your request to use any non-standard security procedures, you agree, at your sole cost and expense, to indemnify and hold us harmless against any and all liabilities, claims, damages, losses, demands, fines, judgments, disputes, costs, charges and expenses (including litigation expenses, other costs of investigation or defense and reasonable attorneys' fees) incurred by us as a result of your using a non-standard security procedure. In particular, and without limiting your obligation under the foregoing sentence, you will indemnify and hold us harmless against any and all claims and liability related to any unauthorized funds transfers or unauthorized ACH debit entries that are initiated through the OTM service, or any access to data available in the OTM service, in compliance with the non-standard security procedures. This obligation to indemnify, defend and hold harmless is limited to the extent provided under Section 768.28, Florida Statutes.

6. Accounts. If any loan or card account types are included in your setup for the OTM service, the term "account" when used in these OTM terms and conditions or the general terms and conditions in reference to the OTM service includes these account types. In such a case, you authorize us to release information relating to any loan or card accounts identified in your OTM service profiles as they are in effect at the relevant time in accordance with these OTM terms and conditions, including the release of such information to any of your OTM users in accordance with the access you have to such information granted to each such OTM user.

7. Protection of Our Vendor. We utilize a vendor in providing the OTM service. As a result, you agree that (a) each reference to "we,"

"us" and "our" in any provision limiting our liability to you or imposing an indemnification obligation on you will, with respect to the OTM service, be deemed to include our vendor and (b) our vendor is a third party beneficiary of these OTM terms and conditions.

8. Multiple Setups of the OTM Service. If you have requested that we implement more than one setup of the OTM service for you, then you will need to designate the OTM security administrator(s) and OTM contact for each setup. For an OTM security administrator, OTM contact or user to be authorized for more than one of your setups of the OTM service, you must authorize that OTM security administrator, OTM contact, or other user for each of those setups. An OTM security administrator authorized for one or more of your setups is authorized

only to designate your users for those setups and grant those users access to the accounts and services included in those setups of the OTM service for any functionality or entitlement that is available in the OTM service. The company identifier, or "company ID" will be different for each of your setups of the OTM service, and to log on to a setup of your OTM service, your OTM security administrator(s) and other users will use their authorization codes for that setup. If you have more than one setup of the OTM service, each service profile will be for the setup of the OTM service that is identified by the company ID on that service profile or if the service profile does not contain a company ID, the setup of the OTM service for which we implemented the security administrator named on that service profile or otherwise reflected in our records.

Positive Pay and Reverse Positive Pay Service

1. Description of the PPY and RPPY Services. The SunTrust Positive Pay ("PPY") and Reverse Positive Pay ("RPPY") services allow you to give us instructions to return certain checks that you believe may be fraudulent or not validly issued. Details regarding the functionality the PPY and RPPY services and certain formatting and other technical requirements that you must follow when using the PPY or RPPY service are provided in the PPY and RPPY reference materials as we update them from time to time.

2. Selection of Service Options. You may select the PPY or RPPY service for each account as described below. Your selection of an option for an account is reflected in your PPY and/or RPPY service profiles as they are in effect at the relevant time.

(a) Positive Pay or "PPY" Service Option.

(i) Presentment Processing. With the PPY service, you must transmit an issue file to us on each day on which you have issued any checks against any account that is included in your setup for the PPY service. We must receive that issue file by the issue deadline set forth in the PPY reference materials and it must contain all of the information set forth in the PPY reference materials with respect to each check you issued that day. You may send us a separate issue file for each account, or you may send us an aggregate issue file for all of the accounts that are included in your setup for the PPY service. Once we have received your issue file, we will compare the information in that issue file with the information in our systems with respect to checks (A) that have been presented to us through normal check clearing channels for payment against the relevant account and that we have posted to the relevant account, and (B) for which we have provisionally settled. You authorize us to finally pay and charge against the relevant account, each check that matches the information in your issue file. We will notify you of each presented check that is not included in the issue file that we received from you or that reflects information that does not match the information in the issue file we received from you. The checks that are not listed or for which the information does not match are referred to as "mismatched checks." You must instruct us to pay or return each mismatched check by the payment decision deadline set forth in the PPY reference materials. Your instructions must contain all of the information with respect to each mismatched check set forth in the PPY reference materials. You may elect one of two ways for us to

deal with mismatched items if you fail to give us a pay or return decision by the payment decision deadline. Under the "return default" option, you authorize us to return unpaid each mismatched check unless we receive an instruction from you to pay it before the payment decision deadline. Even if you select a return default option, we may post, finally pay and charge against the relevant account a mismatched check you haven't decided (A) as otherwise provided below, for mismatched checks presented over the counter in one of our branches and (B) mismatched checks that we believe in good faith result solely from encoding errors. Under the "pay default" option, you authorize us to finally pay each mismatched check and charge it against the relevant account unless we receive an instruction from you to return it before the payment decision deadline. Your election of these options is reflected in your PPY service profiles as they are in effect at the relevant time. We may give you the option of not providing information in your issue file on one or more check attributes (such as the payee name) that the PPY service is capable of matching. Of course, not matching all available check attributes increases the risk that a fraudulent check will not be detected as a mismatched check. As a result, if you make the business decision of not providing information in your issue file with respect to all available check attributes, you agree that, in addition to the other limits on our liability provided by the master agreement, the general terms and conditions or these PPY terms and conditions, we will not be liable for paying any check that is fraudulent with respect to the attributes for which you failed to provide us information, so long as we otherwise satisfied our duty of care with respect to the other aspects of the PPY service in processing that check.

(ii) Teller Access Service. As part of the PPY service, we can also make your issue files available to our branches to assist our tellers in cashing checks. This is referred to as "teller access." If a check presented for payment over the counter in one of our branches against an account that uses teller access (A) is presented before we have received and processed an issue file for such check or (B) is a mismatched check, we will attempt to obtain approval for payment of the mismatched check by calling one of the people you have designated as a "telephone representative" for the relevant account as reflected in your PPY service profiles as they are in effect at the relevant time. We will make one attempt to call each telephone representative for the relevant account until we have reached one of them. Each telephone

representative is authorized to instruct us to pay or return any mismatched check. If the telephone representative we contact instructs us to pay the check, then you authorize us to finally pay the check and charge it against the relevant account. If we are unable to contact a telephone representative, or the telephone representative we contact does not instruct us to pay the mismatched check, then you authorize us to return the check unpaid to the person presenting it to us. Our documentation showing that we contacted or attempted to contact your telephone representatives will be conclusive evidence that we took the reflected action. Fraud involving checks presented to tellers for cashing is a common form of check fraud. Using our teller access service is a good way to defend against that form of fraud and we strongly encourage you to take advantage of it. However, use of the teller access service is not mandatory and you may make a business decision to opt out of its use. Of course, opting out of the service increases the risk that a fraudulent check may be cashed over the counter in one of our branches. As a result, if you make the business decision to not name at least one telephone representative for each account for which you have elected the PPY service, (A) this will be reflected on your PPY service profiles as they are in effect at the relevant time, (B) you will be deemed to have opted out of the teller access service for that account and (C) you agree that we will not have any liability for paying any check presented over the counter in one of our branches, whether or not such check bears a forged or unauthorized signature or is counterfeit, altered or otherwise fraudulent or not validly issued, so long as we otherwise process that check in accordance with our standard check cashing procedures.

(b) Reverse Positive Pay or "RPPY" Service Option. With the RPPY service, we will provide you with information on all checks (i) that have been presented to us through normal check clearing channels for payment against the relevant account, (ii) that we have posted to the relevant account, and (iii) for which we have provisionally settled. You must compare that information with your own information on checks that you have issued from the relevant account. If you determine that a check included in the information we provide should be returned, you must notify us by the payment decision deadline set forth in the RPPY reference materials. If we do not receive a notice from you to return a check by the payment decision deadline, you authorize us to finally pay and charge that check against the relevant account. If you select the RPPY service option, then teller access is not available. As a result, you agree that if you select the RPPY service for an account we will not have any liability for paying any check that is presented over the counter in one of our branches, whether or not such check bears a forged or unauthorized signature or is counterfeit, altered or otherwise fraudulent or not validly issued, so long as we otherwise process that check in accordance with our standard check cashing procedures. Similarly, if you select the RPPY service option, we may not provide you information for all check attributes (such as the payee name) that the PPY service is capable of matching. Of course, not matching all available check

attributes increases the risk that a fraudulent check will not be detected as a mismatched check. As a result, you agree that, in addition to the other limits on our liability provided in the master agreement, the general terms and conditions or these RPPY terms and conditions, if you select the RPPY service for an account, then we will not be liable for paying any check that is fraudulent with respect to the attributes for which we do not provide you information, so long as we otherwise satisfied our duty of care with respect to the other aspects of the RPPY service in processing that check.

3. Transmission of Information. We will transmit information regarding mismatches (for the PPY service) and information regarding checks that have posted to your account (for the RPPY service) to you by using certain of our online services. You must transmit your issue files (if you select the PPY service) and your pay or return decisions (for both the PPY and RPPY services) to us by using certain of our online services. Your issue files and pay or return decisions must be in a format we have approved. If the relevant online service is not available, then we will transmit the relevant information to you by facsimile at the facsimile number listed for the relevant authorized representative in your PPY or RPPY service profiles as they are in effect at the relevant time and you must transmit your issue files and/or your pay or return decision to us by facsimile at the facsimile number we specify.

4. Limits on Our Liability. You acknowledge that we will rely completely on information and instructions you give us in providing the PPY and RPPY services to you and that we are not required to inspect any attribute of a check (other than those included in the relevant issue file) that is processed through the PPY or RPPY service. As a result, you agree that in addition to any limitations on our liability under the agreement, we will not have any liability for (a) following instructions we receive from any person we believe in good faith is one of your authorized representatives or telephone representatives or (b) paying or returning any check in accordance with these PPY and RPPY terms and conditions, including any check that (i) bears a forged or unauthorized signature or is counterfeit or otherwise not validly issued or (ii) is altered or otherwise fraudulent with respect to an attribute that the PPY or RPPY service is designed to match. Moreover, you acknowledge that the PPY service is not a substitute for our stop payment service and you agree not to report an item as "void" if you have released the item.

5. Suspension of Service. You agree that you will be in material breach of these PPY and RPPY terms and conditions if you repeatedly fail to meet any of the deadlines described in the PPY reference materials or have an excessive number of checks not reported on your issue file for the PPY service or for which the information is not consistent with our information on checks that have been presented against the relevant account. In addition to any other rights we may have under this the agreement or applicable law, we may immediately suspend your use of the PPY or RPPY services.

Pre-Encoded Deposit Service

1. Description of the Service. The SunTrust pre-encoded deposit or "PED" service allows you to facilitate the processing of your check deposits by encoding certain information in the MICR line of each

check prior to making the deposit with us. You may use the PED service with respect to the accounts that are identified in your PED service profiles as they are in effect at the relevant time and that we

have included in our implementation of your setup for the PED service. Details regarding PED's functionality and certain formatting and other technical requirements that you must follow when using the PED service are provided in the PED reference materials as we update them from time to time.

2. Your Obligations in Making Deposits.

(a) You must encode, endorse and otherwise process all checks in accordance with the requirements set forth in the PED reference materials and place them in a sealed, disposable deposit bag(s) or similarly designed tamper-proof bag(s) (each such bag is referred to in these PED terms and conditions a "sealed deposit") that is clearly marked with your name or identification number. Before you begin using the PED service, you must designate (in a form acceptable to us) the type of bag that you will use. You may not switch to another type of bag without giving us at least 10 days' prior written notice. Each sealed deposit must be prepared in accordance with the requirements set forth in the PED reference materials. A deposit ticket listing your name, deposit account number and the amount of checks must be included in each sealed deposit.

(b) You must cause sealed deposits to be delivered to the appropriate deposit location(s) that we separately disclose to you from time to time. Delivery may be by mail, by your designated employees or by a courier. Before you begin using the PED service, you must designate (in a form acceptable to us) the delivery method you will use. You may not switch to another delivery method without giving us at least 10 days' prior written notice.

(c) We may reject, impose a special fee on and/or delay processing of any deposit if (i) the deposit ticket does not match the amount of the deposit, (ii) the deposit was not prepared in accordance with the requirements set forth in the PED reference materials, (iii) the deposit is delivered to the wrong deposit location, (iv) the deposit is delivered by a method other than the one you have designated, or (v) any deposit bag appears to be unsealed or to have been tampered with.

(d) In the event that we accept delivery of an unsealed deposit bag or a deposit bag that appears to have been tampered with (each such bag is referred to in these PED terms and conditions as an "unsealed deposit"), we will give you notice on the day we receive it. Unless you have previously given us instructions on how to process unsealed deposits, we will not process or take any action regarding an unsealed deposit until you give us an instruction (in a form acceptable to us) regarding its disposition.

(e) If you are a financial institution, you act as the bank of first deposit (BOFD) on all items you deposit with us. This will require you to place a BOFD endorsement on each physical item deposited with us. This endorsement must be in compliance with Regulation CC regarding content and placement. As the BOFD, you are expected to be the primary agent for resolution of all research items. As the BOFD, your organization has total access to the clearing cycle of each item deposited with us. As your clearing agent, we do not have access to all

of the returns information and as such we are less able to resolve all research items. You may re-deposit indemnified copies of previously missing items with us at any time through any depository channel.

3. Risk of Delivery. You are solely responsible for selecting the method that you will use to deliver deposits to us, including all risks relating to or arising out of that delivery method. We have no responsibility or liability for a deposit until we accept possession of it at the appropriate deposit location (as evidenced by the signature of one of our authorized representatives on the courier's manifest or our issuance of a receipt acknowledging receipt of the deposit). If you elect to use an employee or a courier to deliver deposits to us, that employee or courier must meet the requirements set forth in the PED reference materials and otherwise be acceptable to us, in our sole discretion. If we determine that your employee or courier does not meet those requirements or is otherwise not acceptable to us in our sole discretion, we may terminate your ability to use the PED service by giving you 10 days' notice, unless you have switched to another permitted delivery method or selected a new employee or courier that is acceptable to us within that 10-day period.

4. Our Obligations in Processing Deposits.

(a) We will open each sealed deposit, verify the contents against the deposit ticket and deposit the checks to the relevant account. We will process deposits within 24 hours of delivery to the appropriate deposit location. If there is any discrepancy between the total amount of the deposit reflected by you on the deposit ticket and the amount of the deposit reflected by our count, our count will control. A deposit adjustment notice will be sent to you on the day that the discrepancy is discovered.

(b) The relationship of debtor and creditor will not exist between you and us until we deposit the checks to your account.

5. Cash and Other Property. The PED service is only designed to work with checks. As a result, you agree that we have no liability for coins, currency or other property placed in deposit bags. If we discover coins or currency in a deposit bag, we will process it for deposit to the relevant account and credit that account with the amount of coins or currency reflected by our count (which will control in the event of a dispute). We will return any other property we discover in a deposit bag to you.

6. Reconstruction. You agree to maintain an image of, or MICR line information for, each check contained in a deposit to aid in reconstruction of the deposit if it is lost in transit or otherwise. If you fail to do so, we will have no liability if the deposit cannot be reconstructed.

7. Your Indemnity Obligations. In addition to any other obligation you have to indemnify us, you agree to defend, indemnify, protect and hold us harmless from and against any and all liabilities, claims, damages, losses, demands, fines (including those imposed by any Federal Reserve Bank, clearing house or funds transfer system), judgments, disputes, costs, charges and expenses (including litigation expenses, other costs of investigation or defense and reasonable

attorneys' fees) which relate in any way to any encoding error on a pre-encoded check you deposit with us. This obligation to indemnify, defend

and hold harmless is limited to the extent provided under Section 768.28, Florida Statutes.

Return Items Transmission ("RIT") Service

1. Description of the RIT Service. The SunTrust Return Items Transmission, or "RIT," service allows you to receive a data transmission of information on the checks and other paper items drawn on domestic institutions that you have deposited into an account you maintain with us and that were returned unpaid, each a "returned item." You may use the RIT service with respect to the accounts that are identified in the RIT service profiles, as the same may be in effect at the relevant time, and that we have included in our implementation of your setup for the RIT service. Details regarding RIT's functionality and certain formatting and other technical requirements that you must follow when using the RIT service are provided in the RIT reference materials as we update them from time to time.

2. Operation of the Service.

(a) Each banking day we will transmit or make available a data file transmission of information from each returned item that had been deposited into an account included in your setup for that transmission for the RIT service and that was returned on the prior banking day. For each returned item deposited in an account included in your setup for a transmission, we will include in the data file the returned item information you have selected from the information we report through the RIT service to have reported for any returned item deposited into that account. Your selection of what returned item information to report for an account will be reflected in our implementation forms. If on any banking day no returned items are presented for any account included in your setup for a transmission, a data file transmission will not be prepared for that day.

(b) Each RIT service data file transmission will be transmitted through our Online File Transfer, or "OFT," service or through the transmission means we may otherwise make available from time to time and that you select. Your OFT contact for the setup of a transmission must designate an authorized representative responsible for receiving or retrieving your data file transmissions.

3. Security Procedures. To retrieve or have us "push" to you your data file transmission through the OFT service you are required to

comply with the security procedure for the OFT service. In that regard, you will retrieve your data file transmission after setup on the OFT service by using the unique OFT user ID and password assigned to your company for that setup of a transmission for the RIT service. If you elect for us to "push" your data file transmissions to you through OFT or by establishing a direct transmission, you must provide us the information needed to access your computer system to deliver the files. We will send the URL address and the user ID and password to the person you designate as your OFT contact. You agree that these security procedures are commercially reasonable for you. You are completely responsible for controlling access to and maintaining the confidentiality of the security procedures and authorization codes and you must promptly report any breach of that confidentiality to us. You are also completely responsible for the actions of your users to whom we or your contact provides authorization codes and any other person who has obtained access to your authorization codes. You represent and warrant that you will maintain commercially reasonable security procedures to prevent unauthorized access to or any misuse of the information contained in the data file once you have receive the data file transmission.

4. Multiple Setups of the RIT Service. If you have requested that we implement for you more than one setup for a transmission for the RIT service, a separate company identifier, or "client ID," number will be assigned for each of those setups for the RIT service. If you have more than one setup of the RIT service, each service profile will be for the setup of the RIT service that is identified by the client ID on that service profile.

5. Limitation of Liability Specific to the RIT Service. You acknowledge that information from returned items may be manually keyed into the RIT service data file. You also acknowledge that inherent in the process of manual data entry are mistakes, typos and other inadvertent errors. We do not warrant that any returned item information reported will be error free, and we shall have no liability or other responsibility for errors in any reported returned item information, unless such errors are caused by our gross negligence or willful misconduct.

Scannable Lockbox Service

1. Description of the SLB Service. The SunTrust Scannable Lockbox or "SLB" service is designed to facilitate the receipt and processing of your accounts receivable remittances. Details regarding SLB's functionality and certain formatting and other technical requirements that you must follow when using the SLB service are provided in the SLB reference materials as we update them from time to time.

2. Implementation of the SLB Service. Once we have included the account(s) identified in your SLB service profiles as they are in effect at the relevant time in our implementation of your setup for the SLB

service, we will send you a copy of your initial lockbox operating instructions for a particular lockbox number and will update those instructions from time to time based on information you give us. To the extent you elect to have us process items that are not accompanied by coupons through our wholesale lockbox system, we will also give you a copy of the instructions for that system. Once we send you a copy of the initial instructions, we will begin providing the SLB service for you with respect to the account(s) described in those instructions.

3. Request for Image Services. The Image services enable you to view images of checks and remittance payment information that are

received through your lockbox. You can access these images and transaction information through Image Browser, Image CD ROM and/or Image Transmission Details regarding these services, their functionality and certain requirements that you must follow when using the Image services are provided in the Image reference materials as they are updated from time to time. We will provide you one or more of the following image service(s) for each lockbox as reflected in your SLB service profiles as they are in effect at the relevant time:

(a) **Image Browser** - internet-based access to your lockbox images and data with flexible viewing parameters and search capability for check and document information using a specific date or several search criteria, administrative management over users and their access privileges, Web-accessible historical data, exportable transaction information, check and document images that can be emailed directly from this Image service and annotation tools that can be used to create notes or highlight information on check or document images that can be saved for future reference. Batch Download, Full Text Search, Remitter Keying capabilities and direct access to the image browser using Lockbox Programmer Interface are also available as additional service selections. You must designate (in a form that is acceptable to us) a security administrator responsible for setting up and maintaining your users' access to the Image Browser service. We will assign a unique user-specific user ID and password to this designated security administrator and enable access to Image Browser service for the lockbox accounts which have been set up for you. This person has all of the rights and responsibilities described in the general terms and conditions. If you implement image archival services as part of your Image Browser service and your Image Browser service is later terminated, upon request from you, we can create a CD ROM of your archived data and mail it to you.

(b) **Image CD ROM** - after delivery by mail, you have access to your lockbox images along with index fields of information for long term archival purposes. CD ROM of lockbox images can be downloaded onto your computer. You must designate (in a form that is acceptable to us) a security administrator responsible for using the software needed to access the CD ROM of your lockbox images. The CD ROM will be encrypted to protect your data during transit in the mail. We will provide (by e-mail) a unique PIN number that your security administrator will use to de-encrypt and access the CD ROM. This person has all of the rights and responsibilities described in the general terms and conditions.

(c) **Image Transmission file** - customized access to your lockbox images along with index fields of information that can be downloaded directly into your Accounts Receivable systems. Image Transmission files are encrypted and are transmitted using File Transfer Protocol (FTP). You must designate (in a form that is acceptable to us) a technical contact responsible for receiving or retrieving your Image Transmission files. You will retrieve your Image Transmission files by accessing a FTP site and by using the unique user ID and password assigned to your company. If you elect for us to "push" your Image Transmission files to you, you can provide us the information needed to access your computer system to deliver the files. We will send the URL address and the user ID and password to the person you designate as

your contact. This person has all of the rights and responsibilities described in the general terms and conditions.

You agree that the security procedures for each of the Image services you select are commercially reasonable.

4. **Processing of Deposits.** We will establish one or more post office boxes or "lockboxes" in your name as described in your SLB service profiles as they are in effect at the relevant time. On each banking day after a lockbox has been established, we will process the checks, drafts and money orders (all of which are referred to as "items") received in a lockbox in accordance with the instructions in effect at the relevant time and send you deposit advices for those items.

(a) **Automated Processing System.** We process items through the use of automated systems. You must design your remittance documents (which are referred to as "coupons") to include supporting documentation containing the information required for us to identify and validate items for automated processing. We will test the performance of your coupons and will only begin providing the SLB service to you only upon the satisfactory completion of the test.

(b) **Items With Coupons.** We will process items that are accompanied by coupons automatically for deposit into the relevant account. We will not inspect these items for payee name, drawer signature, date, or for items and/or accompanying correspondence containing "payment in full" or other similar payment dispute language. We will not be liable for processing or depositing items without inspecting them for issues relating to any of these attributes.

(c) **Items Without Coupons.** Items that are not accompanied by coupons will be returned to you or processed manually as directed in the instructions. If we process items, we will use good faith efforts to inspect them as follows: (i) an item containing a payee name that does not reasonably correspond with your acceptable payee list (if you have given us one) will be handled in accordance with the instructions in effect at the relevant time; and (ii) if an item contains inconsistent written and numeric amounts, the item will be deposited for the written amount unless the instructions that are in effect at the relevant time direct otherwise. You agree that we do not fail to exercise good faith efforts to inspect an item solely because we process it in a manner inconsistent with this paragraph. We will not inspect (i) any processed item for the drawer's signature or date or (ii) unless otherwise agreed in writing and in exchange for the payment of a separate per item fee, any processed item and/or accompanying correspondence for "payment in full" or other similar payment dispute language. We will not be liable for any loss resulting from processing any such items, including any items we may inspect for "payment in full" or similar payment dispute language under a separate written agreement. As a part of processing an item, we will enter data regarding certain aspects of an item (such as the drawer's name and the account invoice number shown on the item) into the data file you will receive. You agree that we will not be liable for good faith errors in any of that data.

(d) **Endorsement.** We will endorse items for deposit with our standard lockbox endorsement and deposit them to the relevant

account. We will not be liable for any loss relating to our failure to endorse an item properly.

(e) Stop File. You may give us a file of items that you do not want us to process. Your file must be in the format and contain the information that we separately disclose to you from time to time with respect to each item that you do not want us to process and we must receive it a reasonable period of time before the items in question are received in a lockbox. We will use good faith efforts to stop processing items described in your file and return them to you, but we will not have any liability if we process any such item.

(f) Forwarding Items. If you receive an item that should have been delivered to a lockbox, you may forward it to our lockbox department. We will process all such items (whether accompanied by a coupon or not) automatically and without inspecting them. If you have more than one lockbox, you must designate the lockbox through which we should process the item.

(g) Cash and Other Property. We will deposit any cash received in a lockbox into the relevant account. Any property other than items, cash and related remittance materials received in a lockbox will be sent to you. You agree that we have no liability for any cash or other property received in a lockbox.

(h) Data Files. On each banking day, we will make a data file regarding the items processed in each lockbox that day available to you through one of our online services. The data file will be in the format and will contain the information described in the SLB reference materials and the instructions in effect at the relevant time. We will make this information available on each banking day by the reporting time(s) disclosed in the SLB reference materials and the instructions in effect at the relevant time.

5. Remittance Materials. We will destroy the coupons within five business days after we receive them. We will only return correspondence and other materials ("original remittance materials") received in a lockbox to you if the instructions in effect at the relevant time direct us to return those materials. We will destroy the original remittance materials within five business days after we receive them. Once we destroy the original remittance materials, the images of them that we may capture during their processing will be the only source of information about their contents. You agree that we will have no liability for any missed image or if any image we capture is not legible.

6. Affiliate Deposits. If you have not given us an acceptable payee list, you represent and warrant to us that you have the authority to have each item received in a lockbox endorsed and deposited into your account(s), even if the payee name on an item is not your name as shown in our records. In addition, if you have given us an acceptable payee list, you represent and warrant to us that if any name on that list that is a separate legal entity (rather than merely a "d/b/a" or trade name that you use), you have authority from that entity to have items payable to it endorsed and deposited into your account(s). You agree to provide us with satisfactory evidence of that authority upon request.

7. Return Items. Unless otherwise stated in the instructions, we will handle dishonored or returned items in accordance with our rules and regulations for deposit accounts in effect at the relevant time.

8. Termination. If these SLB terms and conditions or the agreement is terminated, we will complete the processing of items we received prior to the termination date. For a period of 90 days after the termination date, we will forward all lockbox remittances to you or as you may otherwise direct (in a form acceptable to us). After that time, we will stamp all remittances "refused" and return them to the sender.

Smart Safe Daily Deposit Posting Service

1. Description of the Smart Safe Daily Deposit Posting Service. The SunTrust Smart Safe Daily Deposit Posting or "SSDDP" service is designed to facilitate your deposit needs by allowing you to include in your daily cash vault deposit totals the amount of currency reported electronically by a smart safe as having been accepted into that smart safe. Your use of the SSDDP service is subject to the terms and conditions for the cash vault service.

2. Definitions. The following terms have the specified meanings for the purposes of these SSDDP terms and conditions:

(a) "Electronic feed" means an electronic file transmission from a smart safe to the safe provider that services that smart safe reporting the value of all currency accepted into that smart safe since the last such electronic file transmission from that smart safe to such safe provider.

(b) "Electronic posting file" means an electronic file created and transmitted to us by a safe provider, specifying by safe location the total amount of currency accepted into all of your smart safes serviced by such safe provider, based on the amounts reported by the electronic

feeds of those smart safes, since the last such electronic file was created and transmitted to us by that safe provider.

(c) "Loose currency" means any currency dropped into the drop slot of a smart safe for safekeeping, rather than being inserted into the note acceptor on the safe for purposes of being accepted, counted and reported by the smart safe. Loose currency dropped into the drop slot is not deemed accepted by the smart safe, will not be counted by or included in an electronic feed from the smart safe, and for purposes of these SSDDP terms and conditions is not considered part of the contents of the safe.

(d) "Smart safe" means an intelligent safe (and related software and accessories) that can count, record and electronically report the currency accepted into it and that is compatible with the SSDDP service.

(e) "Safe location" means a location where you maintain a smart safe and which we have agreed to include in our implementation of your setup for the SSDDP service as reflected in our records as they are in effect at the relevant time.

(f) "Safe provider." means a third-party armored courier or other vendor that provides you a smart safe and with whom we have an agreement regarding certain issues relating to your use of that smart safe.

3. Smart Safe(s). To use the SSDDP service, you must obtain one or more smart safes. You acknowledge that you will obtain each smart safe directly from a safe provider and, as a result, all warranty obligations and contracts are to be handled directly with that safe provider. In no event will we be responsible for any aspect of the use or maintenance of any smart safe or the acts or omissions of any safe provider. You must identify (in a form acceptable to us) the safe location and safe provider for each smart safe and may not change the safe location or safe provider for a smart safe without giving us notice (in a form acceptable to us) at least 5 business days before such change takes effect.

4. Scheduled Pickups; Physical Delivery. You must have the contents of each smart safe picked up by the relevant safe provider at least once each week. If a scheduled pick-up falls on a holiday for you or that safe provider, the pick-up must occur on the next day that is a business day for both you and that safe provider. You are solely responsible for engaging the relevant safe provider as your armored courier to deliver the currency contained in each smart safe to such safe provider's processing site, count and verify the contents of the smart safe, and deliver the currency to us. We have no responsibility or liability for any currency contained in a smart safe until the relevant safe provider delivers the currency to us by physically placing that currency in our inventory held at such safe provider's processing site. Any loose currency must be prepared, placed in a sealed, disposable deposit bag and delivered by your armored courier to the appropriate vault location in accordance with the terms and conditions for the cash vault service.

5. Back-up Reports. Upon our request, you will provide back-up information to verify the amount of currency deposited in each smart safe, including copies of the content reports and your business records.

6. Electronic Posting; Cut-off Time. We will process an electronic posting file and post the total amount of currency reported for you in that electronic posting file to the account(s) included in your setup of the SSDDP service which you designated, as reflected in our records as they are in effect at the relevant time, as part of our nightly deposit account processing on the night of our business day that we received such electronic posting file. If we receive an electronic posting file from a safe provider after the cut-off time on a business day that we separately disclose to you from time to time, that electronic posting file will be deemed to have been received by us on our next business day.

7. Provisional Credits; Adjustments; Discrepancies. You acknowledge and agree that any credits posted to your account(s) based on the amount of currency reported by a safe provider in an electronic posting file are provisional. We may make adjustments to your account(s), without prior notice to you, if the amount of the currency delivered to us by a safe provider is different than the amount reported in an electronic posting file or we otherwise do not receive all currency for which you have been given a provisional credit. For example, we may make adjustments to your account(s) if an electronic feed over-reports the amount of the currency accepted into a smart

safe, if a safe provider misreports in an electronic posting file the amount of currency reported in an electronic feed or if a smart safe or the currency it contains are lost, stolen or destroyed before that currency is physically placed in our inventory held at the relevant safe provider's processing site. In addition to any other rights we may have, if there are insufficient funds in the account(s) to cover any such adjustment, then you agree to reimburse us on demand for the remaining amount of such adjustment and you authorize us to set-off the remaining amount of such adjustment against any other accounts you have with us and contents of any smart safe. The contents of each smart safe will be counted and verified by the relevant safe provider prior to being physically placed in our inventory held at that safe provider's processing site. We do not have any responsibility or liability for any discrepancy between the amount of currency reported by any smart safe and the amount of currency counted by the relevant safe provider. If there is a discrepancy between the amount of the currency reported by a smart safe and the count of that currency by the relevant safe provider, the safe provider's count will control. Similarly, we do not have any responsibility or liability for any discrepancy between the amount of currency counted by the relevant safe provider and our count of that currency. If there is a discrepancy between a safe provider's count of currency in a smart safe and our count of the currency from that smart safe that is physically placed in our inventory held at such safe provider's processing site, our count will be final.

8. Ownership, Pick-up and Shortfalls of Currency. If we have given you provisional credit on the basis of an electronic posting file, then you agree that the currency contained in your smart safe(s) to which that provisional credit relates is our property, and we may pick up that currency at any reasonable time. You will take any actions we reasonably request to assist us in picking up the contents from your smart safe(s). If, notwithstanding your agreement that ownership of currency contained in a smart safe is transferred to us at the time we provisionally credit your account(s) for that currency, it is ever determined that you have any ownership or other rights in that currency, then (a) you grant us a security interest in all your right, title and interest in such currency to secure all of your obligations to us with respect to the SSDDP service and (b) you acknowledge that your safe provider is acting as our agent solely for the purpose of taking possession of such currency. Notwithstanding the foregoing, and except as provided in the next sentence, you will still be liable for the loss of any currency from any smart safe until the relevant safe provider physically places that currency in our inventory held at such safe provider's processing site. If we pick up the currency held in a smart safe, then you will not be responsible for the loss of that currency (as reflected in the contents report generated by such smart safe at the time we pick up such currency) once it has been delivered to us or our armored courier. You will not make any demand or bring any claim, action or proceeding of any kind against any of our armored couriers, including any safe provider serving as our armored courier, related to any of those armored couriers picking up the contents of a smart safe or otherwise following our instructions with respect to the contents of a smart safe. If, at any time, there is not enough currency in that smart safe to satisfy both our claim to the amount of currency that is our property and your claim to any additional currency that the smart safe reports has been accepted into it, then the currency that is in such smart safe will be allocated first to satisfy our claim in full before any such currency is allocated to satisfy

any part of your claim. This means that you will be responsible for any currency shortfall in such smart safe. For example, if we have given you provisional credit for \$1,000 with respect to the currency that has been accepted into a smart safe as reported in an electronic posting file and the smart safe also reports that it has accepted an additional \$500, then the smart safe should contain a total of \$1,500 in currency. If, however, the smart safe contains only \$1,200 at the time we pick up the currency that is our property from that smart safe, we would be entitled to the full \$1,000 that is our property before you would be entitled to any currency. As a result, you would be responsible for the entire currency shortfall (\$300 in this example) and would only have a claim to the remaining currency in such smart safe (\$200 in this example). Moreover, if the smart safe contains only \$900 at the time we pick up the currency that is our property from that smart safe, we would be entitled to the full \$900 that is our property and we would also be entitled to an adjustment to your account(s) and exercise any other rights and remedies we have against you to recover the remaining \$100 that is our property. You would not be entitled to any currency in such smart safe in this example.

9. Cash Vault Service. These SSDDP terms and conditions are expressly made a part of the terms and conditions for the cash vault service and are subject to the terms and conditions for the cash vault service. Terms that are defined in the terms and conditions for the cash vault service have the same meanings when used in these SSDDP terms and conditions. If there is any inconsistency on a particular issue between these SSDDP terms and conditions and the terms and conditions for the cash vault service, these SSDDP terms and conditions will control. You understand and agree, however, that our agreement to provide the SSDDP service does not permit you to use any other aspect of the cash vault service unless we have agreed to include it in our implementation of your setup for the cash vault service. Your right to use the SSDDP service will terminate immediately upon termination of your right to use the cash vault service.

10. Termination. We may terminate the SSDDP Service immediately by giving you written notice of that termination. You may terminate your use of the SSDD Service by giving us written notice of that termination; provided that any termination by you will not be effective until we have had a reasonable time to act on your notice.

Tax Payment Service

1. Description of the TTAXplus Service. The SunTrust Electronic Tax Payment or "TTAXplus®" service allows you to initiate federal and state electronic tax payment entries through the automated clearing house ("ACH"), which is a funds transfer system for sending and settling electronic entries among participating financial institutions. Details regarding functionality and certain requirements that you must follow when using the service are provided in the TTAXplus reference materials, which are made a part of this agreement, as they are updated from time to time.

2. Functioning of the TTAXplus Service. Under the TTAXplus service, we act as the originating depository financial institution or "ODFI" with respect to tax payment entries that you send us or that are sent to us on your behalf for the Federal Tax ID Numbers that you have identified (in a form acceptable to us) and we have included in our implementation of your setup for the TTAXplus service. Those tax payments entries will be settled to the account that is identified in your TTAXplus service profile as it is in effect at the relevant time. You may use the TTAXplus service to send us state tax payment entries with respect to any state tax authority supported by the service after you have complied with our service requirements and the state enrollment process. You will be the "originator" for each of those entries (as that term is defined in) and your use of the TTAXplus service is subject to and you are bound by the National Automated Clearing House Association Rules and Operating Guidelines as in effect at the relevant time.

3. Your Warranties. You represent and warrant to us that (i) you will complete and return to us IRS Form 8655-Reporting Agent Authorization and (ii) you will comply with all equivalent state tax payment requirements. You agree to immediately notify us if any representation or warranty you make to us is no longer true.

4. Origination and Processing of Entries. You must send all tax payment entries to us by using the procedures set forth in the TTAXplus reference materials. You will fund all tax payments at least two business days prior to the date established for us to process and settle your tax payment entries and we may not process tax payment entries if timely funding has not occurred. Failure to provide timely funding may be deemed a material violation of this agreement. If we receive your tax payment entries after the delivery deadline set forth in the TTAXplus reference materials, we will treat them as if we received them on our next business day. We will format, process and settle to the account identified in your TTAXplus service profile as it is in effect at the relevant time, all tax payment entries that we receive from you in accordance with the ACH Rules, this agreement and the TTAXplus reference materials.

5. Security Procedures. The following security procedures apply to all tax payment entries:

(a) Access Code. We will give you an authorization code that the TTAXplus system may refer to as an access code. You must use the access code (or your Tax Payment Identification Number) to send us a tax payment entry for any Federal Tax ID Number that we have included in your setup for the service.

(b) Password/PIN. We will give you another authorization code that the TTAXplus system may refer to as a password or PIN. Each password/PIN is uniquely linked to a particular Federal Tax ID Number and for each Federal Tax ID Number you must use the appropriate password/PIN for each particular tax payment entry you want to send us.

The authorization codes are not user-specific. This means that all of your authorized users must use the same set of authorization codes to

initiate a tax payment entry for a particular Federal Tax ID Number. We will send all of the authorization codes to the person identified as your "contact" in your TTAXplus service profile as it is in effect at the relevant

time. Your contact is then responsible for distributing the authorization codes to your users. You agree that these security procedures are commercially reasonable.

Universal Payment Identification Code Service

1. Description of the UPIC Service. The SunTrust Universal Payment Identification Code or "UPIC" service provides a unique number assigned to one of your SunTrust demand deposit accounts, which you can provide to your trading partners who make payments to you through ACH. Your use of the UPIC service allows you to mask your banking relationship and account number to reduce the risk of fraudulent use of your account. Details regarding UPIC's functionality and certain formatting and other technical requirements that you must follow when using the UPIC service are provided in the UPIC reference materials as we update them from time to time.

2. Roles under the UPIC Service. We will assign a separate UPIC number to each of your eligible accounts that is identified in your UPIC service profiles as they are in effect at the relevant time. Under the UPIC Service, we act as the receiving depository financial institution or "RDFI" with respect to UPIC entries that are sent to us on your behalf. As a Receiver, you agree to comply with the National Automated Clearing House Association "NACHA" Rules and to comply with any

UPIC rules and procedures as adopted by The Clearing House Payments Company L.L.C.

3. Eligible Accounts. The UPIC service may only be used for a demand deposit account or other transaction account of a corporation, partnership, limited liability company, or unincorporated association; the United States or an agency of the United States; a state or local government or an agency of a state or local government; or one or more individuals when the account is used primarily for business purposes. An account of one or more individuals used primarily for personal or household purposes may not be used with the UPIC Service.

4. Use of UPIC Number. The UPIC number is only to be used for incoming electronic ACH credits. You may provide the UPIC number and the related universal routing number to your business trading partners that wish to originate ACH credit entries to you. You represent that you have not and will not authorize any person or entity to originate any debit entries using the assigned UPIC number. We may terminate your use of the UPIC service at any time.

Wholesale Lockbox Service

1. Description of the WLB Service. The SunTrust Wholesale Lockbox or "WLB" service is designed to facilitate the receipt and processing of your accounts receivable remittances. Details regarding WLB's functionality and certain formatting and other technical requirements that you must follow when using the WLB service are provided in the WLB reference materials as we update them from time to time.

2. Implementation of the WLB Service. Once we have included the account(s) identified in your WLB service profiles as they are in effect at the relevant time in our implementation of your setup for the WLB service, we will send you a copy of your initial lockbox operating instructions for a particular lockbox number and will update those instructions from time to time based on information you give us. Once we send you a copy of the initial instructions, we will begin providing the WLB service for you with respect to the account(s) described in those instructions.

3. Request for Image Services. The Image services enable you to view images of checks and remittance payment information that are received through your lockbox. You can access these images and transaction information through Image Browser, Image CD ROM and/or Image Transmission file. Details regarding these services, their functionality and certain requirements that you must follow when using the Image services are provided in the Image reference materials as they are updated from time to time. We will provide you one or more of the following image service(s) as reflected in your WLB service profiles as they are in effect at the relevant time:

(a) Image Browser - internet-based access to your lockbox images and data with flexible viewing parameters and search capability for check and document information using a specific date or several search criteria, administrative management over users and their access privileges, Web-accessible historical data, exportable transaction information, check and document images that can be emailed directly from this Image service and annotation tools that can be used to create notes or highlight information on check or document images that can be saved for future reference. Batch Download, Full Text Search, Remitter Keying capabilities and direct access to the image browser using Lockbox Programmer Interface are also available as additional service selections. You must designate (in a form that is acceptable to us) a security administrator responsible for setting up and maintaining your users' access to the Image Browser service. We will assign a unique user-specific user ID and password to this designated security administrator and enable access to Image Browser service for the lockbox accounts which have been set up for you. This person has all of the rights and duties described in the general terms and conditions. If you implement image archival services as part of your Image Browser service and your Image Browser service is later terminated, upon request from you, we can create a CD ROM of your archived data and mail it to you.

(b) Image CD ROM - after delivery by mail, you have access to your lockbox images along with index fields of information for long term archival purposes. CD ROM of lockbox images can be downloaded onto your computer. You must designate (in a form that is acceptable to us) a security administrator responsible for using the software needed to access the CD ROM of your lockbox images. The CD ROM will be encrypted to protect your data during transit in the mail. We will provide

(by e-mail) a unique PIN number that your security administrator will use to de-encrypt and access the CD ROM. This person has all of the rights and responsibilities described in the general terms and conditions.

(c) Image Transmission file - customized access to your lockbox images along with index fields of information that can be downloaded directly into your Accounts Receivable systems. Image Transmission files are encrypted and are transmitted using File Transfer Protocol (FTP). You must designate (in a form that is acceptable to us) a technical contact responsible for receiving or retrieving your Image Transmission files. You will retrieve your Image Transmission files by accessing a FTP site and by using the unique user ID and password assigned to your company. If you elect for us to "push" your Image Transmission files to you, you can provide us the information needed to access your computer system to deliver the files. We will send the URL address and the user ID and password to the person you designate as your contact. This person has all of the rights and duties described in the general terms and conditions.

You agree that the security procedures for each of the Image services you select are commercially reasonable.

4. Processing of Deposits. We will establish one or more post office boxes or "lockboxes" in your name as described in your WLB service profiles as they are in effect at the relevant time. On each banking day after a lockbox has been established, we will process the checks, drafts and money orders (all of which are referred to as "items") received in a lockbox in accordance with the instructions in effect at the relevant time and send you deposit advices for those items.

(a) Endorsement. We will endorse items for deposit with our standard lockbox endorsement and deposit them to the relevant account. We will not be liable for any failure to endorse an item properly.

(b) Forwarding Items. If you receive an item that should have been delivered to a lockbox, you may forward it to our lockbox department. If you have more than one lockbox, you must designate the lockbox through which we should process the item.

(c) Inspection of Items. We will use good faith efforts to inspect items as follows: (i) an item containing a payee name that does not reasonably correspond with your acceptable payee list (if you have given us one) will be handled in accordance with the instructions in effect at the relevant time; and (ii) if an item contains inconsistent written and numeric amounts, then: (A) if the item is accompanied by an invoice and one of the amounts is consistent with the invoice amount, the item will be deposited for the invoice amount or (B) if (1) the item is accompanied by an invoice and neither of the amounts is consistent with the invoice amount or (2) the item is not accompanied by an invoice, the item will be deposited for the written amount unless the

instructions that are in effect at the relevant time direct otherwise. You agree that we do not fail to exercise good faith efforts to inspect an item solely because we process it in a manner inconsistent with this paragraph.

(d) Signature, Date or Disputed Items. We will not inspect (i) any item for the drawer's signature or date or (ii) unless otherwise agreed in writing and in exchange for the payment of a separate per item fee, any item and/or accompanying correspondence for "payment in full" or other similar payment dispute language. We will not be liable for any loss resulting from processing any such items, including any items we may inspect for "payment in full" or similar payment dispute language under a separate written agreement.

(e) Cash and Other Property. We will deposit any cash received in a lockbox into the relevant account. Any property other than items, cash and related remittance materials received in a lockbox will be sent to you. You agree that we have no liability for any cash or other property received in a lockbox.

5. Remittance Materials. We will only return to you the original remittance materials (such as invoices, payment coupons, correspondence and the like) received in a lockbox if the instructions in effect at the relevant time direct us to return those materials. We will destroy the original remittance materials within 10 days after we receive them. Once we destroy the original remittance materials, the images of them that we may capture during their processing will be the only source of information about their contents. You agree that we will have no liability for any missing image or if any image we capture is not legible.

6. Affiliate Deposits. If you have not given us an acceptable payee list, you represent and warrant to us that you have the authority to have each item received in a lockbox endorsed and deposited into your account(s), even if the payee name on an item is not your name as shown in our records. In addition, if you have given us an acceptable payee list, you represent and warrant to us that if any name on that list that is a separate legal entity (rather than merely a "d/b/a" or trade name that you use), you have authority from that entity to have items payable to it endorsed and deposited into your account(s). You agree to provide us with satisfactory evidence of that authority upon request.

7. Return Items. Unless otherwise stated in the instructions, we will handle dishonored or returned items in accordance with our rules and regulations for deposit accounts in effect at the relevant time.

8. Termination. If your use of the WLB service or the agreement is terminated, we will complete the processing of items we received prior to the termination date. For a period of 90 days after the termination date, we will forward all lockbox remittances to you or as you may otherwise direct (in a form acceptable to us). After that time, we will stamp all remittances "refused" and return them to the sender.

Wire Transfer Service

1. Description of the Wire Transfer Service. The SunTrust Wire Transfer service is a funds transfer system that is available over the Internet through certain designated online services or dedicated telephone lines for sending and settling payment orders among

participating financial institutions. You may use the Wire Transfer service with respect to the accounts and authorized senders that you have identified (by your confirmation of a Wire Schedule A and H Service Profile and acceptance of the SunTrust Funds Transfer

Agreement) and that we have included in our implementation of your setup for the Wire Transfer service. Details regarding the SunTrust Funds Transfer Agreement are provided as an addendum to these Terms and Conditions as we update them from time to time. In the event of any conflict between these Terms and Conditions and the SunTrust Funds Transfer Agreement, the Agreement will prevail.

2. Designation of Authorized Senders. In order to use the Wire Transfer service, you must designate person(s) as Authorized Senders who will initiate and verify payment orders and provide instructions with respect to any authorized account. These persons will have all of the rights and responsibilities described in the SunTrust Funds Transfer

Zero Balance Account Service

1. Description of the ZBA Service. The SunTrust Zero Balance Account or "ZBA" service allows you to manage your cash flow by aggregating debit and credit entries from one or more zero balance or "subsidiary" accounts to a master account on a daily basis.

2. Daily Posting and Funding. You may use the ZBA service with respect to the subsidiary accounts, master accounts any supermaster accounts (if any) reflected in your ZBA service profiles as they are in effect at the relevant time and that we have included in our implementation of your setup of the ZBA service. At the end of each banking day, we will transfer all debit and credit entries that were posted to a subsidiary account that banking day to the master account for that subsidiary account as identified in your ZBA service profiles as they are in effect at the relevant time, so that each subsidiary account has a zero ledger balance (or the target ledger balance, if any, indicated for that subsidiary account in your ZBA service profiles as they are in effect at the relevant time) at the end of each banking day. We will do this by posting to the relevant master account a single debit entry equal to the total amount of all checks, drafts, withdrawals and other debits (if any) in each subsidiary account, and a single credit entry equal to the total amount of all deposits, transfers and other credits (if any) in each subsidiary account or, at your option, we will post to the relevant master account a single entry equal to the net debit or credit activity in each subsidiary account. When we post these entries to a master account, we will also post offsetting entries to the relevant subsidiary account. You agree to maintain sufficient available balances at all times in each master account identified in your ZBA service profiles as they are in effect at the relevant time to cover any debit activity (and any target ledger balances) of all subsidiary accounts funded by that master account as well as any debits presented directly against that master account. We are not obligated to pay checks, drafts, withdrawal requests or other debits presented against a master account or a subsidiary account unless there are sufficient available funds on deposit in the applicable master account. You agree that we may fund subsidiary account activity from the applicable master account identified in your ZBA service profiles as they are in effect at the relevant time whether or not the ownership and/or authorized signers of the subsidiary account are the same as those for the master account.

3. Super Master Accounts. If you have identified one or more super master accounts in your ZBA service profiles as they are in effect at the relevant time, any master account funded by the super master

Agreement and will be identified in your Wire Transfer service profiles as they are in effect at the relevant time.

3. Security Procedures. The security procedures for the Wire Transfer service include the requirement that your Authorized Senders use the PIN codes that we will assign as described in the SunTrust Funds Transfer Agreement. You agree that these security procedures, as defined in the SunTrust Funds Transfer Agreement are commercially reasonable.

account will be treated as a subsidiary account of that super master account.

4. Duration and Changing of Options. Once you have confirmed a service profile for this service and we have included the information from it in our implementation of your setup for the ZBA service, we will post the total of all debits and the total of all credits (or, at your option, the net amount of all debits and credits) from each subsidiary account to the relevant master account in accordance with the selections reflected in that service profile for this service until (a) your use of the ZBA service or the agreement is terminated or (b) you confirm a ZBA service profile that adds, deletes or modifies your previous selections and we have had a reasonable time to act on it before we receive the relevant debits or credits.

5. Termination of Service. We may terminate the ZBA service immediately by giving you notice of the termination. You may terminate the ZBA service by giving us notice of the termination, provided that any termination by you will not be effective until we have had a reasonable time to act on your notice.

Funds Transfer Agreement

This **SunTrust Funds Transfer Agreement**, the terms and conditions of which are set forth below, shall govern all funds transfers between Bank and Customer.

1. **Definitions.** The following are defined terms:

Account means the account(s) designated by Customer on its Schedule A to this Agreement (as superseded from time to time by Customer as provided herein) to be used as the source of payment for Payment Orders.

Authorized Sender means a person designated by Customer on its Schedule A to this Agreement (as superseded from time to time by Customer as provided herein), authorized to submit and/or verify Payment Orders and Instructions to Bank.

Bank means the SunTrust Bank(s) where the Account is maintained, its/their successors and assigns.

Confirmation means any notice (oral, written, electronic, or otherwise) informing Customer of the date and amount of each Transfer to or from an Account.

Customer means the individual who or entity which signed Schedule A to this Agreement.

Instructions means the Transfer related directions given by an Authorized Sender to Bank, including amendments or cancellations of Payment Orders.

Payment Order means a request (oral, written, or electronic) from an Authorized Sender directing Bank to initiate a Transfer from an Account.

International Payment Order means a Payment Order in which the beneficiary's bank is located outside of the United States.

PIN means the personal identification number assigned by Bank to each Authorized Sender.

Repetitive Transfers mean Transfers initiated by Payment Orders in which the debit and beneficiary information designated by Customer

on its Schedule B to this Agreement (as amended from time to time by Customer) remains constant, but the date and dollar amount vary.

Standing Order Transfers mean Transfers made as ordered by Customer on its Schedule D to this Agreement (as amended from time to time by Customer) in which the debit and beneficiary information remain constant, but the date and dollar amount may vary.

Statement means Customer's periodic Account statement.

Transfer means a transfer of funds by Fedwire, SWIFT, telex, computer terminal, electronic, or other means, including Repetitive Transfers and Standing Order Transfers, but excluding transfers made through the ACH system, as defined by the operating rules of the National Automated Clearing House Association.

Test Key means a method for detecting errors in the amount of a Payment Order through codes, mathematical equations, identifying words, or numbers.

2. Authorized Sender.

Authorized Senders may provide Payment Orders and Instructions to Bank with respect to any authorized Account. If Customer desires to revoke or modify the authority of any Authorized Sender or add additional Authorized Senders, Customer shall execute and deliver to Bank a new Schedule A which shall supersede its prior Schedule A and revoke all prior authorizations. **In addition to listing new Authorized Senders, any subsequent Schedule A must list all Authorized Senders designated on its prior Schedule A and state whether or not there is any revocation or change of authority for each previously listed Authorized Sender.** Bank shall have no liability for any loss arising from Customer's failure to provide information revoking or changing an Authorized Sender's authority in the manner stated above. Any new Schedule A shall not be effective until accepted by Bank and Bank has had a reasonable time to act upon it.

3. Form of Instructions.

Bank may act upon Payment Orders or Instructions. Any Payment Order or Instruction which does not comply with Bank's procedures or which exceeds the available balance of the funds on deposit in an Account may be canceled from Bank's wire system without notice to Customer or liability to Bank.

Special Instructions. Customer may elect to authorize Repetitive Transfers on its Schedule B and Standing Order Transfers on its Schedule D to this Agreement. Bank's assignment, if any, of a repetitive code for Repetitive Transfers is not a security procedure and will not be used as such.

Electronic Instructions. If Bank accepts Customer's election to initiate Payment Orders and Instructions from Customer's electronic access system, Customer shall be responsible for the security and confidentiality of Customer's system and for the accuracy and completeness of any data received by Bank. Bank will not verify any electronically initiated Transfer.

4. Confirmations and Duty to Report Errors.

The date and amount of each Transfer are described on the applicable Statement. Subject to the charges referenced in Paragraph 12, herein, Bank may also deliver Confirmations to Customer at the address, telephone/facsimile number or other communications system specified by Customer. Customer may elect on its Schedule E to this

Agreement, to receive facsimile Confirmations. A Customer initiating Transfers from its electronic access system may receive on-line Confirmation of each Transfer. Bank will not deliver next day notice of receipt of incoming Transfers. Customer shall examine upon receipt, but in no event later than 30 days after receipt, any Statement or Confirmation (whichever first occurs) and notify Bank of errors, if any. Failure to notify Bank of any error within such 30 day time period shall relieve Bank of all liability for the Transfers reflected in such Statement or Confirmation.

5. Amendment or Cancellation of Payment Orders.

Any Instruction canceling or amending a Payment Order is not effective unless Bank has received such Instruction at a time and in a manner affording Bank a reasonable opportunity to act before making the Transfer. If an Authorized Sender requests that Bank attempt to recover transferred funds, Customer may be required to deposit funds with Bank or provide other payment assurances that are satisfactory to Bank to cover the cost, expense, charges, and/or attorneys' fees incurred by Bank in its recovery attempt. Bank's attempt to recover funds shall not be an acceptance of responsibility for the completed Transfer. Bank does not guarantee the recovery of all or any part of a Transfer.

6. Deadlines.

Bank shall establish deadlines for the receipt of Payment Orders and Instructions, including cancellations and amendments. Payment Orders and Instructions received after the deadline shall be treated as received on the next business day. Bank may, in its sole discretion, execute Payment Orders received after the deadline on that same business day only as an accommodation to Customer.

7. Security Procedures.

Acknowledgment and Amendment. Customer acknowledges that the Bank's security procedures are commercially reasonable. Bank reserves the right to change the security procedures from time to time.

PINs. Bank shall assign a PIN to each Authorized Sender which must be used each time an Authorized Sender makes or verifies Transfers or provides Instructions. Customer shall be responsible for maintaining the confidentiality of the PINs and shall promptly report any breach of confidentiality to Bank.

Verification. Bank may, in its sole discretion, verify or authenticate any Payment Order or Instruction by contacting Customer by telephone or by any other means deemed reasonable by Bank, but Bank is under no obligation to do so. If Bank is unable to verify or authenticate a Payment Order or Instruction, it is within the Bank's sole discretion to either effect or refuse such Payment Order or Instruction. Bank will not verify any Transfer initiated electronically.

Test Key. Bank may upon Customer's written request, provide a Test Key for detecting errors in the amount of a Payment Order. If Customer elects to use a Test Key, any Payment Order which passes the Test Key shall be deemed correct as to amount. Bank and Customer acknowledge that no other error detection procedure for dollar amount verification has been established.

8. Recording.

Customer consents to Bank recording telephone calls, including, without limitation, Payment Orders and Instructions. Customer assumes

the responsibility for obtaining the consent of the Authorized Senders for these recordings. The recordings made shall be conclusive confirmation of Payment Orders and Instructions. Customer acknowledges that not all calls will be recorded.

9. International Transactions.

International Payment Orders. If Bank receives a U.S. Dollar-denominated International Payment Order, then (except as provided in the next sentence) Customer hereby instructs Bank to either:

(a) convert the amount of such International Payment Order into the currency (the "Conversion Currency") of the country in which the beneficiary's bank is located (at Bank's sale rate for the Conversion Currency in effect on the date Bank executes such International Payment Order), execute such International Payment Order by issuing a payment order for the corresponding amount of the Conversion Currency and forward to the beneficiary's bank the relevant currency conversion data; or

(b) execute such International Payment Order by issuing a U.S. Dollar-denominated payment order in the amount of such International Payment Order to an intermediary bank and instruct such intermediary bank to convert the amount of such payment order into the Conversion Currency (at such intermediary bank's sale rate for the Conversion Currency in effect on the date such intermediary bank executes such payment order).

Bank will not convert (or instruct an intermediary bank to convert) a U.S. Dollar-denominated International Payment Order into the Conversion Currency if (1) such International Payment Order specifies an intermediary bank, (2) the amount of such International Payment Order exceeds an amount (the "Conversion Cap") specified by Bank and in effect on the date it executes such International Payment Order, (3) the Conversion Currency is not a currency (an "Eligible Currency") specified by Bank as one into which it will convert U.S. Dollar-denominated International Payment Orders on the date Bank executes such International Payment Order, (4) Customer gives an Instruction (a "No-Conversion Instruction") along with such International Payment Order that it is not to be converted into the Conversion Currency or (5) such International Payment Order is subject to an opt out election for automatic currency conversion as reflected on a Schedule H to this Agreement (if any) that is in effect on the date Bank executes such International Payment Order.

Bank's experience is that a very high percentage of U.S. Dollar-denominated International Payment Orders are converted into the Conversion Currency by the beneficiary's bank before being made available to the beneficiary. Bank believes the conversion of U.S. Dollar-denominated International Payment Orders into the Conversion Currency before they are executed by Bank may offer several benefits to Customer and/or the beneficiary, including earlier conversion, better exchange rates and expedited availability of funds. However, Customer is solely responsible for determining if the conversion of a U.S. Dollar-denominated International Payment Order into the Conversion Currency is consistent with Customer's contractual and other obligations to the beneficiary. If such conversion is not consistent with those obligations, Customer should give Bank a No-Conversion Instruction along with the International Payment Order. Moreover, if Bank receives a demand from the beneficiary or the beneficiary's bank for reimbursement of sums relating to the conversion of a U.S. Dollar-denominated International Payment Order, Bank will seek an Instruction from Customer as to

whether Bank should remit those sums to the beneficiary's bank (in which event, they will be charged to the Account).

Information regarding the current Conversion Cap and Eligible Currencies may be obtained by contacting Bank. In that regard, Bank may determine the Eligible Currencies without regard to whether it trades those currencies generally. If Customer desires to ensure that Bank executes an International Payment Order in a currency other than U.S. Dollars, then Customer should denominate that International Payment Order in the desired currency.

If Bank receives an International Payment Order that is denominated in a currency other than U.S. Dollars, Bank will convert the funds from the Account into the requested currency (at Bank's sale rate for that currency in effect on the date Bank executes such International Payment Order). Any returned funds will be converted by Bank into U.S. Dollars at Bank's then current buy rate for that currency on the day of return. Bank shall not be liable for any resulting exchange losses. If, as a result of the exchange rate, excess funds have been remitted, such funds will be returned to the Account less the exchange costs.

Customer hereby instructs Bank that it may (a) obtain payment of its charges for services and expenses in connection with the execution of an International Payment Order by issuing a payment order in an amount equal to the amount of that International Payment Order less the amount of the charges and (b) instruct any subsequent receiving bank to obtain payment of its charges in the same manner.

10. Name and Account Number Inconsistency.

Customer shall ensure the accuracy of its Payment Orders and Instructions. If a Payment Order inconsistently describes the beneficiary, beneficiary's bank, or intermediary bank by name and number, payment might be made by the intermediary or beneficiary's bank on the basis of the number even if the number identifies a person or bank other than the named beneficiary or bank. Customer shall be responsible for any loss associated with such inconsistency.

11. Liability.

Duty of Reasonable Care. Bank shall exercise good faith and reasonable care in performing the services provided for in this Agreement. Customer shall exercise good faith and reasonable care in observing and maintaining security procedures, in communicating Payment Orders and Instructions to Bank and in reviewing Statements and Confirmations for errors.

Limitation of Liability. Bank shall only be liable as provided by applicable law for any error or delay and shall have no liability for not effecting a Transfer if: (a) Bank receives actual notice or has reason to believe that Customer has filed or commenced a petition or proceeding for relief under any bankruptcy, insolvency, or similar law; (b) the ownership of the funds to be transferred or the Authorized Sender's authority to do so are in question;

(c) Bank suspects a breach of the security procedures; (d) Bank suspects that the Account has been used for illegal or fraudulent purposes; (e) Bank attempts to verify a Payment Order and is unable to do so; (f) Customer does not have available funds to effect the Transfer; (g) Bank reasonably believes that a Transfer is prohibited by federal law or regulation, including, but not limited to, those promulgated by the Office of Foreign Assets Control/Department of the Treasury; or (h) otherwise so provided in this Agreement.

Customer will hold Bank harmless: (w) if Bank acts in accordance with Payment Orders and Instructions, including, but not limited to, amendments or cancellations; (x) if Bank attempts to recover funds upon the request of an Authorized Sender; (y) for any loss resulting from the unauthorized access to or use of PINs; or (z) for any matters referenced in this Agreement for which Customer has responsibility. This obligation to hold harmless is limited to the extent provided under Section 768.28, Florida Statutes.

Any damages or other compensation due Customer resulting from Bank's negligence shall be limited to interest on the funds at issue at the federal funds rate paid by Bank at the close of business on each day the error or delay remains uncorrected; provided, however, if Bank is unable to recover the funds from the transferee who has no claim to all or any portion of the funds erroneously transferred as a result of the Bank's negligence, Bank shall be liable for Customer's actual loss, not to exceed the amount of funds which Bank is unable to recover, plus interest at the rate described above. Bank shall not be responsible for any loss, damage, liability, or claim, arising directly or indirectly, from any error, delay, or failure to perform any of its obligations hereunder which is caused by fire, natural disaster, strike, civil unrest, any inoperable communications facilities, or any other circumstance beyond the reasonable control of the Bank. In no event shall Bank be liable to Customer for indirect, consequential, special, punitive, or exemplary damages.

12. Fees.

Customer shall pay all fees and charges which Bank may, from time to time, impose for the performance of services provided in this Agreement. In addition, Customer shall reimburse Bank for all out-of-pocket expenses incurred by Bank in effecting Payment Orders and Instructions, including cancellations, amendments and attempted recoveries.

13. Notices.

Oral notices, Instructions, directions, Confirmations, verifications, or other oral communications with respect to Transfers and this Agreement shall be given, if to Bank, to Customer's assigned relationship manager, and, if to Customer, to the telephone number provided by Customer on its Schedule A to this Agreement. Written notices, Instructions, directions, Confirmations, verifications, or other written communications with respect to Transfers and this Agreement shall be sent, if to Bank, at the Bank's address on the Statement, and if to Customer, at the address provided by Customer on its Schedule A to this Agreement. Either party may change its telephone number or address by giving written notice to the other party.

14. Applicable Law, Jurisdiction and Account Agreement.

This Agreement is subject to all applicable Federal Reserve Bank operating circulars and any other applicable provisions of Federal law. If Bank uses Fedwire to effect a Transfer, Federal Reserve Board Regulation J, Subpart B shall apply. Except as so provided, this Agreement shall be governed by and interpreted in accordance with the laws of the state in which the Account is located. Customer consents to the jurisdiction and venue of any court located in such state, selected by Bank in its sole discretion. The parties agree that, in the event of a dispute, they will submit same to mediation prior to any legal action. The terms and conditions of any schedule, account agreement, signature

card, authority, and the Bank's Rules and Regulations for Deposit Accounts are incorporated herein by reference. If any conflict or inconsistency exists between the terms and conditions of this Agreement and any of the above, this Agreement shall control.

15. Jury Trial Waiver.

Customer and Bank hereby knowingly, voluntarily, intentionally, and irrevocably waive the right either of them may have to a trial by jury in respect to any litigation, whether in contract or tort, at law or in equity, based hereon, or arising out of, under or in connection with this Agreement and any other document or instrument contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto. This provision is a material inducement for Bank entering into this Agreement. Further, Customer hereby certifies that no representative or agent of Bank, or Bank's counsel, has represented, expressly or otherwise, that Bank would not, in the event of such litigation, seek to enforce this waiver of right to jury trial provision. No representative or agent of Bank, or Bank's counsel has the authority to waive, condition, or modify this provision.

16. Amendment and Termination.

This Agreement may be amended by Bank from time to time by written notice to Customer. Any use of services provided hereunder after Customer's receipt of the notice shall constitute acceptance of the terms of the amendment. Either party may terminate this Agreement by giving at least 30 days prior written notice to the other party. Bank may terminate this Agreement immediately, without prior notice to Customer, if: (a) the Account(s) has no annual activity or has been closed; (b) Bank suspects a breach of Customer's security procedures; (c) Bank receives actual notice or has reason to believe that Customer has filed or commenced a petition or proceeding for relief under any bankruptcy, insolvency, or similar law; or (d) Bank suspects that the Account(s) have been used for illegal or fraudulent purposes.

17. Miscellaneous.

This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors, and assigns, by merger or otherwise. If any provision of this Agreement shall be declared invalid or unenforceable, said provision shall be ineffective to the extent it is invalid, without in any way affecting the remaining provisions of this Agreement.



IN WITNESS WHEREOF, the parties execute this Treasury Management Terms and Conditions on the respective dates under each signature.

.ATTEST:

CLIENT:
TOWN OF LAUDERDALE BY-THE-SEA

June White, CMC
Town Clerk

By: _____
Constance Hoffmann
Town Manager

Date: _____

Approved as to form and legality for the use and reliance of the
TOWN OF LAUDERDALE BY-THE-SEA, FLORIDA, only:

Susan Trevarthen, Town Attorney

SUNTRUST BANK

By: _____
Name/Title

Date: _____