

BANKING SERVICES AGREEMENT

Clerk's Contract Tracking No. 2023-15011

REGARDING: RFP 22-012 Banking Services

THIS BANKING SERVICES AGREEMENT (hereinafter this "Agreement") is made and entered into this 18th day of **January 2023** by and between the **City of Naples** (the "CITY") and **Fifth Third Bank**, an Ohio Corporation authorized to do business in the State of Florida (hereinafter "BANK").

WITNESSETH

WHEREAS, the CITY is a Florida municipal corporation in the State of Florida, having a responsibility to provide certain services to benefit the citizens of the City of Naples; and

WHEREAS, the CITY has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, the CITY desires to obtain the services of the BANK concerning certain services specified in this Agreement (referred to as the "Project"); and

WHEREAS, the BANK has submitted an **(RFP) Request for Proposal No. 22-012** for provision of those services; and

WHEREAS, BANK is in the business of providing said services in the City of Naples and elsewhere in the State of Florida; and

WHEREAS, the BANK represents that it has expertise in the type of services that will be required for the Project

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, the BANK was the successful bidder for an advertised Request for Proposal identified as RFP 22-012 titled Banking Services which satisfies the CITY's Procurement Policy Sec. 2-663; and

WHEREAS, the BANK has submitted a responsive proposal and has been determined by the City Council of CITY to be the most highly qualified entity to provide CITY with banking services; and

WHEREAS, CITY and BANK desire to enter into this Agreement for Banking Services so as to set forth the terms and conditions upon which BANK shall provide, on an as-needed basis, banking services for CITY

WHEREAS, BANK agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid documents (RFP 22-012) issued in connection with this project.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Definitions:** The following terms shall have the meanings herein ascribed to them:
 - a. City Manager shall mean the City manager of the City of Naples, Florida, or his designee.
 - b. Director shall mean the Director of the Finance Department of the City of Naples, Florida, or his designee.
 - c. Project shall mean the Scope of Services to be performed by BANK pursuant to this Agreement, which shall include all attached Exhibits which are made a part of this Agreement and in any bid documents (RFP 22-012) issued in connection with this project.
 - d. In the event of any conflict between the terms set forth in the main body of this Banking Services Agreement and other agreements between the Parties, this Banking Services Agreement shall control, followed by, in order of preference: (1) Exhibit A – Master Treasury Management Agreement; (2) Exhibit B – Online Channel Access Agreement; (3) Exhibit C – Commercial Card Service Agreement; (4) Exhibit D – Commercial Card Rebate Amendment; (5) Exhibit E - Merchant Processing Agreements; (6) Exhibit F - Scope of Services; and (7) Exhibit G - Treasury Management Services Terms & Conditions Book.
3. **Scope of Services.**
 - a. The CITY hereby retains BANK to furnish goods and services as described in the **Scope of Services, which is attached hereto as Exhibit "A"** and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.
 - b. The BANK agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the services to be provided and performed by the BANK pursuant to this Agreement.

- c. The BANK agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.
- d. The BANK agrees to employ and designate, in writing, within five (5) calendar days after receiving its Notice to Proceed, or other directives from the Director, a qualified employee to serve as the BANK's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the BANK with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.
- e. The BANK has represented to the CITY that it has expertise in the type of services that will be required for the Project. The BANK agrees that all services to be provided by BANK pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of practice in the State of Florida, as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by the BANK. In the event of any conflicts in these requirements, the BANK shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.
- f. The BANK agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the BANK's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, or as required by Bank's regulators, any non-public information concerning the services to be rendered by the BANK hereunder, and the BANK shall require all of its employees, agents, sub-consultants and affiliated banks to comply with the provisions of this paragraph. However, the BANK shall comply with the Florida Public Records laws.
- g. The BANK agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Deputy City Manager, the City Clerk, and any City department head or director. If the BANK violates the provisions of this paragraph, the BANK shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City

Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

- h. Except as otherwise provided in this Agreement, the BANK agrees not to disclose or use any information not available to members of the general public and gained by reason of the BANK's contractual relationship with the CITY for the special gain or benefit of the BANK or for the special gain or benefit of any other person or entity.

4. **Commencement and completion/Term.**

- a. BANK will commence work under this Agreement upon receipt of a Notice to Proceed (hereinafter "NTP").
- b. This Agreement has a **Term of three (3) years, beginning February 1, 2023, and ending January 31, 2026, and may be renewed for up to two (2) additional one (1) year Terms**, upon agreement of the parties in writing unless sooner terminated under the terms of this Agreement. Each renewal or extension shall be automatically extended for automatic and successive additional terms unless either party gives written notice to the other not fewer than ninety (90) days prior to the expiration of the then-current term.
- c. Should the BANK be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the BANK, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the BANK shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the BANK may have had to request a time extension.
- d. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the BANK's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the BANK of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The BANK's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.
- e. Should the BANK fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the BANK until such time as the BANK resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the BANK's performance is or will shortly be back on schedule.

5. Payment.

- a. The CITY agrees to pay BANK for the Project Scope of Services the Unit Cost for each component of the Project Scope of Services as identified on Exhibit D - SS Price Schedule Middle Market, a copy of which is attached hereto and incorporated by reference herein. The parties acknowledge that Exhibit D shall not apply with regard to any banking services not listed on Exhibit D. The unit costs set forth within Exhibit B shall include any and all reimbursable expenses and costs incurred in retaining subcontractors or any other costs incurred in performing the Project Scope of Services. No amount of compensation, unless authorized by this Section 5, shall be due and payable from the CITY to BANK. The BANK must perform all work required by the Scope of Services stated, but in no event will BANK be paid more than the negotiated amount set forth in an agreed upon Change Order in writing signed by both Parties.
- b. The CITY reserves the right to withhold amounts in the event of the nonperformance of all or part of BANK's obligations. BANK must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of BANK.

6. Termination or Suspension.

- a. The BANK shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the BANK or by any of the BANK's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the BANK at least thirty (30) calendar days' written notice. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- b. If, after notice of termination of this Agreement as provided for in paragraph 6.a above, it is determined for any reason that the BANK was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the BANK provided for in paragraph 6.a, then the notice of termination given pursuant to paragraph 6.a shall be deemed to be the notice of termination provided for in paragraph 6.c below and the BANK's remedies against the CITY shall be the same as and limited to those afforded the BANK under paragraph 6.c below.
- c. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon thirty (30) calendar day's written notice to the BANK. In the event of such termination for convenience, the BANK's recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any

retainage withheld and any costs reasonably incurred by the BANK that are directly attributable to the termination, but the BANK shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed

7. Project management.

- a. The Project Managers for this project are as follows: Any subsequent changes to the Project Manager for either party must be provided by notice as described in paragraph eight (8) below and does not require an amendment to this Agreement.
 - b. CITY's Project Manager assigned is The Director.
 - c. BANK's Project Manager assigned is Dawn Choate, Vice President/Treasury Management Officer III.
- 8. Notices.** All notices required or made pursuant to this Agreement to be given by the BANK or the CITY shall be in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following addresses of record:

- a. **To CITY:** City of Naples, Attention: City Manager's Purchasing Division, 735 8th Street South; Naples, Florida 34102.
- b. **To BANK:** Fifth Third Bank, Attention: Dawn Choate, Vice President/Treasury Management Officer III; 999 Vanderbilt Beach Rd Naples, Florida 34108.

9. Insurance.

- a. The BANK must maintain such insurance as will fully protect both the BANK and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by BANK, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
- b. In addition to the City's General Insurance Requirements on page 12 of RFP 22-012, Professional Liability (Errors & Omissions) insurance with minimum limits of \$1,000,000 is required for this service:

10. General Provisions. BANK must comply with the following general provisions:

- a. **Bond.** A Payment & Performance Bond (N/A) Not applicable to this Agreement.

- b. This Agreement is a non-exclusive contract; the CITY is not prohibited, or deemed to be prohibited, from bidding similar services either as an independent job or a component of a larger project.
- c. **Retainage.** (N/A) Not applicable to this Agreement.
- d. **Compliance with Laws.** In providing the Scope of Services, BANK must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
- e. **Personal nature of Agreement; Assignment.**
 - i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of BANK. Accordingly, this Agreement is personal and BANK is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
 - ii. If BANK requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, BANK must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. BANK will remain fully responsible for the services of any subcontractors or professional associates.
- f. **Discrimination.**
 - i. BANK shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. BANK shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
 - ii. BANK shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
- g. **Independent BANK.**
 - i. BANK is, and will be deemed to be, an independent BANK and not a servant, employee, joint adventurer, or partner of the CITY. None of BANK's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of BANK. BANK will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although BANK is an independent BANK, the work contemplated herein must meet the approval of the CITY and

is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. BANK must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to BANK, or to BANK's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of BANK.

- ii. BANK will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. BANK must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by BANK and any subcontractors during the Term of this Agreement.

h. Indemnification.

- i. BANK must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly from BANK's performance failure or breach under this Agreement or by any person on BANK's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by BANK (including BANK's agents, employees, and subcontractors). BANK must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from BANK under this Agreement infringes a United States patent, trademark, or copyright. BANK acknowledges that BANK has received consideration for this indemnification, and any other indemnification of the CITY by BANK provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by BANK, by BANK's execution of this Agreement. BANK's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.
- ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to BANK, which notice must be accompanied by a copy of statement of the claim. Following the notice, BANK has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If BANK does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) day notice to BANK, to make any reasonable

compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

- iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.

- i. **Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by CITY specified in the Agreement shall not be construed as a waiver of CITY's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by CITY in the Agreement in derogation hereof shall be void and of no force or effect.

- j. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed waive or to extend, the CITY's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as waiver or consent, by the CITY to be sued by third parties in any matter arising out of this Agreement.

- k. **Public records.**
 - i. BANK is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 1. Keep and maintain public records required by the CITY to perform the service.
 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if BANK does not transfer the records to the CITY.
 4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of BANK or keep and maintain public records required by the CITY to perform the service. If BANK transfers all public records to the CITY upon completion of this Agreement, BANK must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If BANK keeps and maintains public records upon completion of this Agreement, BANK must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a

format that is compatible with the information technology systems of the CITY.

- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
- iii. If BANK asserts any exemptions to the requirements of Chapter 119 and related law, BANK will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
- iv. BANK consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon BANK must pay all court costs and reasonable attorney's fees incurred by CITY.
- v. BANK's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by BANK will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
- vi. **Public Records Compliance Indemnification.** BANK agrees to indemnify and hold the CITY harmless against any and all claims, damage awards, and causes of action arising from the BANK'S failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by BANK'S failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. BANK authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against BANK in Collier County Circuit Court on an expedited basis to enforce the requirements of this section.
- vii. **IF THE BANK HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK AS CITY OF NAPLES CUSTODIAN OF PUBLIC RECORDS, AT TELEPHONE: 239-213-1015, OR EMAIL AT: PUBLICRECORDSREQUEST@NAPLESGOV.COM; PHYSICAL ADDRESS: 735 8TH STREET SOUTH; NAPLES, FLORIDA 34102. MAILING ADDRESS: 735 8TH STREET SOUTH; NAPLES, FLORIDA 34102.**

- i. **Ethics. Compliance with Ethics Code.** BANK agrees to comply with the City of Naples Code of Ethics, as applicable, and as it may be amended from time to time. Any conflict between the City's Ethics Code and the contractual terms which follow shall be resolved in favor of the City's Ethics Code, as it may be amended from time to time. As provided in Section 2-976 of the City Code of Ordinances:

1. The BANK agrees and covenants to not employ or offer to employ any elected officer or city managerial employee who in any way deals with, coordinates on, or assists with the construction or professional services provided, for a period of two years after termination of all provisions of the construction or professional services contract.

2. The BANK agrees and covenants to not provide services for compensation to another party other than the city on the same subject matter, same project, or scope of services without city council approval.

3. The BANK agrees and covenants to not disclose or use information not available to members of the general public and gained by reason of such person or business entity's contractual relationship with the CITY for the special gain or benefit of the contracting person or entity, or for the special gain or benefit of any other person or business entity, except as specifically contemplated or authorized by the contract.

4. In the event of any violations of subsections 1-3 above, the BANK agrees to pay damages in an amount equal to any and all compensation which is received by the former elected officer or city managerial employee from the contracting person or entity, or an amount equal to the former employee's last two years of gross compensation from the city, whichever is greater.

5. In addition, the CITY retains the right to impose a penalty as provided in Section 1-15 of its Code of Ordinances for violation of subsection 1-3 above.

m. **Federal or State Funding** - If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. BANK shall make inquiry from the CITY's Director to determine whether Federal or State funding is applicable to this Agreement.

i. E-Verify. BANK must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by BANK during the Term of this Agreement.

ii. Agency. BANK agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.

iii. Indemnification. To the fullest extent permitted by law, BANK shall indemnify and hold harmless the CITY, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of BANK and persons employed or utilized by BANK in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the CITY's sovereign immunity.

iv. Workers' Compensation Insurance. BANK must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, BANK must ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer

organizations ("PEO's"), BANK must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. BANK must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent BANKs, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- v. **Liability Insurance.** BANK shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. BANK shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. BANK shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the CITY and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The CITY and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The CITY's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the CITY or the State of Florida may have.
- vi. **Inspections.** Upon reasonable notice, BANK shall permit, and require its subcontractors to permit, the CITY's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents. The scope, breadth, and duration of the City's inspection or audit shall be reasonably commensurate with the City's demonstrated need to conduct such audit or inspection.
- vii. **Auditor General Cooperation.** BANK shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.

- n. **E-Verify Compliance.** BANK affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., BANK is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that

in accordance with such statute, BANK requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that BANK is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat. The **E-VERIFY AFFIDAVIT** attached hereto is hereby incorporated into this Agreement by reference.

11. Miscellaneous Provisions. The following miscellaneous provisions apply to this Agreement:

- a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
- b. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. BANK recognizes that any representations, statements, or negotiations made by the CITY'S staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.
- c. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- d. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- e. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- f. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- g. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of BANK'S work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY'S rights under this Agreement,

or of any cause of action the CITY may have arising out of the performance of this Agreement.

- h. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by BANK is specifically required during the occurrence of any of the events herein mentioned.
- i. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. BANK hereby certifies that BANK is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. BANK further hereby certifies that BANK is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. BANK understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject BANK to civil penalties, attorney's fees, and/or costs. BANK further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if BANK (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.
- j. **Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Collier County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

- k. **Non-appropriation.** CITY's performance and obligation to pay under this Agreement is contingent upon an appropriation during the CITY's annual budget approval process. If funds are not appropriated for a fiscal year, then the BANK shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the CITY subject to the CITY paying all invoices for services rendered during the period the Agreement was funded by appropriations.

12. Special Provisions.

- a. None.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date first written above.

ATTEST:
ON THE _____
By: Patricia L. Rambosk
Patricia L. Rambosk, City Clerk

CITY OF NAPLES, FLORIDA

By: Jay Boodheshwar
Jay Boodheshwar, City Manager

Approved as to form and legal sufficiency:
By: [Signature]
City Attorney

Fifth Third Bank
999 Vanderbilt Beach Rd.
Naples, Florida 34108
Attention: Dawn Choate,
Vice President/Treasury Management Officer III

by Dawn Choate
as its Authorized Agent

(CORPORATE SEAL)

ATTEST:

Debra Hanley Bennett

Printed Name: Debra Hanley Bennett Title CSR

STATE OF Florida

CITY OF Naples

The foregoing instrument was acknowledged before me by means of physical presence or

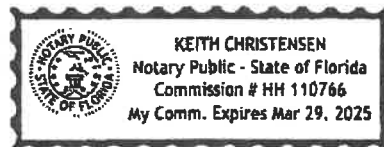
online notarization, this 26 day of January, 2023, by Dawn Choate of Fifth Third Bank, a Florida LLC, on behalf of the company, and he/she is personally known to me or has produced Florida Driver's Lic as identification.

Keith Christensen

Signature of Notary Public - State of Florida

Keith Christensen

Printed/Typed/Stamped Name of Notary



My commission expires: Mar 29, 2025



FIFTH THIRD BANK

38 Fountain Square Plaza
Cincinnati, Ohio 45263

Master Treasury Management Agreement

This Master Treasury Management Agreement ("*Agreement*") is by and between the undersigned "*Customer*" and Fifth Third Bank, N. A. ("*Bank*") and is effective as of the date executed by Bank as indicated on the Signature Page to this Agreement (the "*Effective Date*"). Unless otherwise defined herein, capitalized terms shall have the meaning provided in Section 26 of this Agreement below.

June 2022

SECTION 1. BANK SERVICES

Section 1.1. Service Terms. Customer desires to obtain and Bank agrees to provide the Services as set forth in this Agreement and more specifically described in the applicable Service Terms. The Commercial Account Rules apply to the use of an Account in connection with a Service, and together with this Agreement, govern the Services. In the event of a direct conflict between the Service Terms and this Agreement, the Service Terms will control. If there is a conflict between this Agreement and the Commercial Account Rules, the provisions of this Agreement prevail to the extent necessary to resolve the conflict. Any reference to this Agreement shall be deemed to include the applicable Service Terms, any Related Agreements and the Implementation Materials.

Section 1.2. Customer Use. Customer may request a Service by any means Bank permits, provided that such Service will not be available unless and until Bank approves and enables the Service for Customer. By using the Service, Customer acknowledges and agrees it has received a copy of the Service Terms for that Service, the Service Terms apply to Customer's use of the Service, and the Service Terms are incorporated into, and made a part of, this Agreement. Neither party is bound by or subject to the Service Terms for any Service Customer does not use. Bank provides the Services for the sole and exclusive benefit of Customer, and if Bank approves in writing, Customer's Affiliates.

Section 1.3. Accounts. Customer shall at all times have and maintain with Bank one or more Accounts for use in connection with a Service and maintain in such Account sufficient Available Funds to pay for Customer's use of, and transactions in, such Accounts, including Fees and other expenses payable to Bank.

Section 1.4. Use of Third Parties. (a) Any Vendor used by Customer is Customer's agent and not Bank's, and Customer is liable and solely responsible for: (i) any Vendor's use of the Services or failure to comply with this Agreement, including any Security Procedures or operating requirements relating to the Services; and (ii) all fees, costs and expenses owed to each Vendor for its services. (b) Customer acknowledges and agrees that Bank may arrange for certain or all aspects of the Services, including software and processing, to be performed or provided by a Processor and that Customer shall have no rights or remedies and agrees not to bring a claim or cause of action against any such Processor for the Services, but only against Bank. Bank's Processors are obligated to comply with the terms of this Agreement; provided, that, Bank is solely liable and responsible for the aspects of the Service provided by its Processors to the same extent as if Bank has performed or failed to perform the Service.

SECTION 2. ONLINE CHANNEL ACCESS AGREEMENT

Customer is required to enter into and maintain an Online Channel Access Agreement in effect between Customer and Bank in order to use and access the Services (the "OCAA"). The OCAA in effect from time to time governs the Access Channels and Channel Services (each as defined in the OCAA) used to access the Services where applicable. The Channel Services available in connection with these Services include the ability to view and manage Account information, transmit Instructions, Payment Orders and other

directions and decisions to Bank, and other online features as described in this Agreement or the Service Terms. The Access Channels and Channel Services are each hereby deemed “Services” under this Agreement.

SECTION 3. CUSTOMER INFORMATION

Section 3.1. Service Information; Implementation. Customer agrees to provide all information that Bank reasonably requires in order to set up and provide the Services to Customer, including, but not limited to, completing the Implementation Materials. Customer (a) represents and warrants that all information provided or to be provided to Bank by Customer’s representatives on the Implementation Materials or otherwise in connection with the Services is true and correct, and (b) agrees to provide any additional information that Bank may reasonably require to begin, or continue providing, the Services. Any changes made by Customer to the information provided to Bank must be made in writing and will be effective after Bank has had a reasonable opportunity to act on the changed information. Any addition, deletion or change to any Services or Service Terms requested by Customer (each, a “Change Request”) is subject to Bank’s approval and must be submitted with information required by, and in a form acceptable to, Bank. No Change Request will become operative or effective until Bank has had an opportunity to review and respond to such Change Request, which the Bank agrees to do within a reasonable period of time.

Section 3.2. Personnel. Bank is entitled to rely upon the accuracy and authenticity of all Instructions, information and authorizations received from an officer or authorized employee or representative of Customer (an “Authorized Agent”) and those purporting to be from an Authorized Agent. Customer agrees to notify Bank immediately of any change in the status of an Authorized Agent. Customer acknowledges that Bank may require a reasonable time period to implement any such change. Customer agrees that Bank may refuse to comply with requests from any individual until Bank receives documentation reasonably satisfactory to Bank confirming the individual’s authority.

SECTION 4. FEES AND TAXES

Customer agrees to pay Bank the fees and charges for Services as disclosed to Customer, including in any fee schedule, along with fees and charges for any requested or required special service or handling (collectively, the “Fees”), as they may be changed by Bank from time to time without amending this Agreement. Customer is responsible for all taxes attributable to its use of the Services or this Agreement (excluding taxes based on Bank employees, property or net income). Unless other arrangements are made for payment of the Fees, Bank will automatically debit an Account in the amount of such Fees when due.

SECTION 5. INSTRUCTIONS

Each Instruction that is sent to Bank electronically in accordance with this Agreement including the applicable Service Terms shall be considered to be an original writing and to have been signed by an Authorized Agent. Customer is solely responsible for the accuracy and completeness of each Instruction or communication sent to Bank. Any Instruction or other communication Customer sends to Bank will not be effective until Bank actually receives it and has had a reasonable opportunity to act upon it.

SECTION 6. BANK REPRESENTATIONS AND WARRANTIES

Bank represents and warrants to Customer that: (a) Bank is duly organized, validly existing, and in good standing in the jurisdiction in which Bank is organized; (b) the execution, delivery and performance by Bank of this Agreement has been authorized by all necessary corporate and governmental action; (c) the persons signing this Agreement on Bank's behalf are duly authorized to do so; (d) this Agreement represents Bank's legal, valid and binding obligation; and (e) Bank's execution and performance of this Agreement and Bank's provision of the Services do not and will not violate any Applicable Law, Bank's articles of association or bylaws or any material agreement applicable to the Services by which Bank is bound. EXCEPT AS EXPRESSLY SET FORTH ELSEWHERE IN THIS AGREEMENT OR IN THE APPLICABLE SERVICE TERMS, BANK MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO ANY SERVICE OR BANK'S PERFORMANCE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO DESCRIPTIONS OR SPECIFICATIONS CONSTITUTE REPRESENTATIONS OR WARRANTIES OF ANY KIND.

SECTION 7. CUSTOMER REPRESENTATIONS AND WARRANTIES

Customer represents and warrants to Bank that: (a) Customer is duly organized, validly existing, and in good standing in the jurisdiction in which Customer is organized, and is validly qualified in any other jurisdiction where Customer does business and is required to be qualified except where the failure to be so qualified would not have a material adverse effect on Customer; (b) the execution, delivery and performance by Customer of this Agreement and the use of the Services have been authorized by all necessary entity and governmental action; (c) each person signing this Agreement on Customer's behalf is duly authorized to do so; (d) this Agreement represents Customer's legal, valid and binding obligation; (e) the execution and performance of this Agreement and the use of the Services do not and will not violate in any material respect any Applicable Law, Customer's entity governing documents, or any material agreement by which Customer is bound and Customer is an authorized participant in any payment network it uses in connection with the Services; (f) each Account that Customer maintains with Bank, and all use of the Services, is solely for a legitimate business or commercial purpose and not a personal, family or household purpose, and (g) the use of the Services does not and will not subject Bank, or Bank's Processors, to the privacy and security requirements of the Health Insurance Portability and Accountability Act, as a business associate (defined at 45 CFR 160.103) or otherwise, unless Customer has notified Bank of such requirements and the parties have entered into a business associate agreement in a form reasonably acceptable to Bank. Customer reaffirms these representations and warranties each time it uses a Service and agrees to promptly notify Bank if any representation or warranty made by Customer is no longer true.

SECTION 8. SECURITY PROCEDURES; OPERATING PROCEDURES

Section 8.1. Establishment. Customer will use the Services, Access Channels and Channel Services in accordance with the terms of the Agreement, including any Security Procedures offered by Bank in connection with the Services and as may be set forth in the applicable Implementation Materials. The Security Procedures verify the origin and authenticity of Instructions and communications sent to Bank, and are not designed to detect errors in any Instruction sent to Bank. Where permitted, Customer will select from the Security Procedures for a particular Service from those offered and recommended by Bank in the set-up process for that Service, and agrees to implement changes to the Security Procedures issued by

Bank as needed. Customer agrees that such Security Procedures selected by Customer are commercially reasonable and suitable for Customer with respect to Customer's intended use of the applicable Services, including the size, type, and frequency of Customer's Payment Orders. If Customer requests or chooses to communicate any Payment Order or other Instruction to Bank in a manner that varies from the Security Procedures, then Customer will be deemed to have refused the Security Procedures that Bank recommends as commercially reasonable and Customer agrees to be bound by such Payment Order or Instruction, whether or not authorized, when accepted by Bank in good faith.

Section 8.2. Verification. Any Instructions and Payment Orders communicated to Bank in Customer's name in compliance with the Security Procedures, and all access to and use of Services and Channel Services using the Security Procedures assigned to Customer, are considered authorized by Customer, whether or not authorized, and Customer shall be bound by the same in accordance with Applicable Law and the terms of this Agreement. Bank has no obligation to accept an Instruction or Payment Order that is not communicated in compliance with the Security Procedures, and Bank shall not be responsible for refusal to act upon any Instruction or Payment Order received which does not comply with the Security Procedures.

Section 8.3. Electronic Funds Transfers. In connection with the use of Bank's wire transfer, ACH, SWIFT, Real Time Payments and other electronic funds transfer Services (whether or not through or with any clearinghouse or third party), Bank recommends that Customer establish an approval protocol appropriate for Customer's particular circumstances (including the size, type and frequency of such transactions) as part of the Security Procedures to prevent unauthorized transactions. If Customer does not establish and require adherence to an approval protocol for such funds transfers or if Customer selects a "no approval" option, Customer assumes the risks of all transactions that could have been prevented by requiring such protocol or approval. Funds transfers involving only internal electronic funds transfers between Accounts may not be subject to all of the Security Procedures required for external electronic funds transfers.

Section 8.4. Credentials. Access to some Services may require the use of certain Credentials. Proper use of the Credentials is part of the Security Procedures for these Services. The use of the Credentials is subject to any terms of use or license accompanying the Credentials as applicable, and may only be used as and where delivered to Customer and only for the purpose of accessing Services. The Credentials and the related technology, documentation and materials at all times remain the Bank's or its Processor's property.

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

Section 8.6. Other Applications. (a) As part of the Security Procedures, Bank applies software and other programs and processes ("Additional Programs") to select certain Instructions for further review and verification by Customer. The application of these Additional Programs may delay the processing of Instructions or other transactions until Bank obtains such verification. Bank will use reasonable efforts to obtain such verification, provided; that Customer understands and agrees that Bank has no obligation to

use or comply with any such Additional Programs, and Customer agrees that these additional procedures are NOT a substitute for proper Account controls and management on its part. Bank is not responsible for its refusal to act upon or delay in processing any Instruction that does not comply with this Agreement or the applicable Service Terms, or as a result of properly following the Security Procedures or applying Additional Programs. (b) Notwithstanding the foregoing, Bank may in its sole discretion implement internal monitoring systems to evaluate Customer's transactions and the risk of potential fraudulent activity ("*Transaction Monitoring*"). Transaction Monitoring is part of Bank's internal processing and is not part of the Additional Programs or Security Procedures, and Customer agrees that the Security Procedures will be considered commercially reasonable regardless of whether they incorporate information from Transaction Monitoring or not. Bank reserves the right to reject Payment Orders and other Instructions verified by the Security Procedures in the event Bank identifies a risk of potential fraudulent activity and Bank shall not be liable for its refusal to act upon any Payment Order or other Instructions based upon the results of Transaction Monitoring.

Section 8.7. Safeguarding the Security Procedures. Customer agrees to (a) maintain the complete security and confidentiality of the Security Procedures, and (b) institute and use prudent internal security procedures and practices to control access to and use of the Security Procedures. Customer's failure to protect the confidentiality of the Security Procedures may enable unauthorized access to the Services and to Customer's Accounts and data. Customer agrees to notify Bank immediately if there has been a breach of its security, or any Security Procedure has been lost, stolen, misused or compromised. In addition to Customer's obligations to safeguard the Security Procedures and establish procedures to ensure their confidentiality, Customer agrees to change the Credentials periodically and whenever: (x) anyone who has had access to the Credentials is no longer employed or authorized by Customer to use the Services; or (y) there is known or suspected unauthorized access to the Security Procedures.

Section 8.8. Customer Systems. Customer is responsible for maintaining the security and reliability of the hardware, software and all other aspects of the information technology infrastructure and systems used by Customer to access or use the Services, Accounts and Account information, and for any malfunction, security breach, virus, inaccuracy or other failure of any of its information technology infrastructure.

SECTION 9. COMPLIANCE

This Agreement and the use and provision of Services are subject to all Applicable Law, including without limitation, the UCC and Operating Rules. Both parties agree to be bound by the Operating Rules where applicable and to comply with Applicable Law in using or providing the Services, as the case may be.

SECTION 10. LIMITATION OF LIABILITY

CUSTOMER AGREES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THAT IN ADDITION TO ANY OTHER LIMITATION ON BANK'S LIABILITY IN THIS AGREEMENT OR THE OCAA, IN NO EVENT WILL BANK (OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, EMPLOYEES OR AGENTS) BE LIABLE OR RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR SPECULATIVE LOSSES, EXPENSES, INJURY, COSTS OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, REVENUE, SAVINGS, TIME, DATA, GOODWILL AND OPPORTUNITIES, ATTORNEYS' FEES, AND COURT AND OTHER DISPUTE RESOLUTION COSTS)

THAT CUSTOMER OR ANY OTHER PERSON MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, COST OR DAMAGE AND REGARDLESS OF THE TYPE OF CLAIM.

Bank's liability to Customer arising from any Service or this Agreement will be limited to Customer's actual monetary damages that are the direct result of Bank's negligence or willful misconduct. Notwithstanding the foregoing, for Payment Orders which are governed by and subject to UCC Article 4A, Bank is liable only for interest losses attributable to Bank's failure to exercise ordinary care resulting in the failure, delay, or improper execution of any Payment Order as required by UCC Article 4A. In addition to the foregoing limitation, in the instance of any overbilling by Bank that is timely reported by Customer as required by this Agreement, Bank's liability shall not exceed the amount overbilled by and paid to Bank by Customer. In no instance shall Bank be responsible or liable for any (a) act or omission of Customer's officers, employees or agents, or of any other third party (other than Bank's Processors), (b) failure to act by Bank if Bank reasonably believed taking the omitted action would have violated Applicable Law, or (c) interception of information relating to the Customer or its transactions as a result of Customer's use of the Internet or other Access Channel or the Channel Services that is not the result of Bank's gross negligence or willful misconduct.

SECTION 11. INDEMNIFICATION OBLIGATIONS

Section 11.1. Customer. To the fullest extent not prohibited by Applicable Law, Customer agrees to indemnify and hold Bank and its officers, directors, employees, affiliates, shareholders and agents harmless from and against any and all Losses resulting directly or indirectly from, or arising in connection with: (a) Customer's breach of any of Customer's agreements, representations, warranties or covenants in this Agreement, the Service Terms or any other Related Agreement; (b) Customer's violation of Applicable Law; or (c) Customer's use of the Services and Bank complying with or carrying out any Instruction or other direction given to Bank in accordance with this Agreement. Customer is not, however, obligated to indemnify Bank for any Losses directly resulting from Bank's gross negligence, willful misconduct, or bad faith.

Section 11.2. Bank. To the fullest extent not prohibited by Applicable Law, Bank agrees to indemnify and defend at Bank's own expense or settle any action brought against Customer to the extent that it is based on a claim that Customer's use of a Service directly infringes a copyright, trademark or patent or constitutes misappropriation of a third-party trade secret, provided, however, that Customer: (a) promptly notifies Bank in writing of such claim; (b) has not made any admission of liability or agreed to any settlement or other material issue relating to such claim; (c) reasonably cooperates with Bank at Bank's expense in the defense or settlement; and (d) gives Bank sole control and authority over all aspects of the defense or settlement of such claim.

SECTION 12. BANK RECORDS.

Bank's records as to this Agreement and Related Agreements, Services and transactions using the Services shall be controlling in the event of any conflict with Customer's records. Customer authorizes Bank (but Bank is not obligated) to record electronically and retain telephone conversations between Customer and Bank. Imaging and electronic records will be retained by Bank, and copies of such records will be available

at Customer's request and expense, until such records are disposed of in accordance with Bank's then current policies and procedures.

SECTION 13. CONFIDENTIALITY, PRIVACY AND SECURITY

Section 13.1. Customer. Subject to Customer's duties under Applicable Law, Customer agrees to keep confidential and not disclose to any third party (other than its agents) Bank's Fees, Service Terms, software, non-public Service features and other proprietary information and systems Bank and its Processors provide and disclose in connection with the Services. Customer acknowledges the exclusive ownership by Bank or its Processors of such information, and agrees to use such information solely for purposes of using the Services.

Section 13.2. Bank. Bank acknowledges that non-public information Bank obtains from Customer in connection with providing a Service to Customer may be confidential. Bank has implemented policies, procedures, and controls to safeguard Customer information in accordance with Applicable Law and regulatory guidelines.

SECTION 14. ACCOUNT MANAGEMENT

Section 14.1. Customer Information Review. Customer is responsible for monitoring its use of the Services and all activity in its Accounts with Bank. Information regarding transactions with the Services is reported on Customer's periodic Account statement and is available through the Channel Services. Depending upon the Services that Customer uses, Customer will have access to Account and transaction information on a prior day, intraday and/or real time basis. Account and transaction information changes frequently and is subject to updating, verification and correction. Bank assumes no responsibility for Customer's reliance on any Account or Service information reported on an intraday or prior day basis that is subsequently updated, verified or corrected. Customer understands and agrees to: (a) regularly review the Account and transaction information (including statements) that Bank makes available to Customer; and (b) notify Bank as soon as reasonably possible of any error, unauthorized transaction, discrepancy or other similar matter (each, an "Error").

Section 14.2. Error Reporting. Customer understands that the nature of certain transactions and Applicable Law relating to certain Services require that Customer provide Timely Notice (defined below) of an Error in order to preserve or exercise rights against third parties that may have been the beneficiary of such Error. "Timely Notice" is defined as notice provided to Bank: (a) on the same Business Day with respect to any Payment Order (including Real Time Payments), (b) the next Business Day for other electronic funds transfers, or (c) within thirty (30) days for any other Instruction, transaction or Service (ninety (90) days in the case of Fees), following the date on which such information is sent by Bank or otherwise made available to Customer. If Customer fails to provide Timely Notice to Bank of any Error, then Customer shall be precluded from asserting such Error against Bank. The Timely Notice requirement does not limit Bank's or Customer's rights to attempt to collect on unauthorized or fraudulent transactions from other banks. Notwithstanding the forgoing, Bank reserves the right, in its sole discretion, to adjust transaction records for good cause after the expiration of the Timely Notice time periods.

Section 14.3. Loss Prevention. Customer agrees to institute, maintain and enforce Customer Measures. In addition to the Customer Measures, Bank offers a variety of Services and other tools designed

to assist Customer in reducing or stopping the incidence of fraud and unauthorized activity in Customer's Accounts, including enhanced reporting Services, Notifications, positive pay, ACH transaction control, disbursement control, information reporting and Account management Services and features. To the extent Customer chooses not to use one of these Services or tools or implement Customer Measures, and the proper use of that Service, tool or Customer Measure could reasonably have prevented a Loss due to an incidence of fraud or unauthorized activity suffered or incurred by Customer (an "*Incident*"), Customer will be deemed to have assumed the risk of such Incident, shall hold the Bank harmless for the amount of such Loss, and will be precluded from asserting that Bank is responsible for such Incident.

SECTION 15. OVERDRAFTS

Bank may delay or refuse to process any item, transaction or Instruction that would result in an Overdraft (as defined in the Commercial Account Rules) in Customer's Account. Bank processes items and other debits to Customer's Account in the order described in the Commercial Account Rules. If Bank decides in its discretion to process an item, transaction or Instruction despite the Overdraft, Customer agrees to reimburse Bank immediately for: (a) the full amount of any Overdraft or shortfall created by that item, transaction or Instruction; (b) all Overdraft Fees; (c) interest on the amount of the Overdraft or shortfall for the day the Overdraft or shortfall was created and for each following day until the Overdraft or shortfall has been paid; and (d) all Losses Bank incurs in collecting the Overdraft from Customer.

SECTION 16. TRANSACTION LIMITS

Bank has the right to limit Customer's transaction volume or dollar amounts, suspend any or all Services and refuse to execute transactions, or terminate any or all Services if Bank in good faith determines that: (a) providing any Service to Customer could reasonably be expected to result in a violation of any Applicable Law or a material loss to Bank, (b) Bank is entitled to terminate the applicable Service pursuant to Section 19 of this Agreement (with or without the lapse of time or notice), or (c) Customer is in default under this Agreement or any Related Agreement. In addition, Bank may limit the types of Instructions Customer may send to Bank for processing or execution. To the extent not restricted by Applicable Law, Bank will promptly communicate decisions regarding such limitations to Customer. Bank reserves the right to limit transaction volume or dollar amounts in any other circumstances, provided Bank gives Customer prior notice of any material limitation or decrease in previously communicated limitations. Customer agrees to provide Bank, upon its request from time to time, with such financial information and statements and other documentation as Bank reasonably determines to be necessary or appropriate to enable Bank to evaluate its exposure or risk.

SECTION 17. BANK RIGHT OF SETOFF; SECURITY INTEREST

Bank has the right to obtain payment of any unpaid amount owed to Bank under this Agreement or any Related Agreement by setting off and debiting any of Customer's Accounts or accounts with Bank or any of Bank's affiliates at any time (excluding any Account expressly titled to clearly demonstrate that the Account is held by Customer in a fiduciary or representative capacity for a third party such as, for example, a custodial Account) for the amount owed. Bank's rights are limited to the extent of limitations and restrictions imposed by Applicable Law. Customer grants to Bank a security interest in all Accounts held by Customer now or in the future with Bank or any of Bank's affiliates to secure payment of any and all obligations under the

Agreement; provided that this security interest shall be subordinate to any security interest separately agreed to in writing by Bank.

SECTION 18. FORCE MAJEURE

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

SECTION 19. TERM AND TERMINATION

Section 19.1. Term. This Agreement shall remain in full force and effect until terminated by either party as provided in this Agreement. Either party may terminate this Agreement or any Service at any time by giving thirty (30) days' prior written notice of termination to the other party.

Section 19.2. Bank. Bank may terminate this Agreement or terminate or suspend any Service immediately upon notice to Customer if: (a) Customer breaches a material obligation under this Agreement or Related Agreement or violates any Applicable Law or the Operating Rules in connection with the Services or any Related Agreement; (b) Customer becomes insolvent, is placed in receivership or is adjudicated bankrupt or Customer becomes subject to any voluntary or involuntary bankruptcy proceeding or any assignment for the benefit of its creditors; (c) Customer's financial condition has become materially impaired in Bank's good faith opinion such that Customer is unlikely to be able to perform its material obligations to Bank; (d) any person or group acting in concert that is not a controlling stockholder of Customer on the date of this Agreement acquires, directly or indirectly (whether by merger, stock purchase or issuance, recapitalization, reorganization or otherwise), a majority of Customer's outstanding equity interests; or (e) the continued provision of Services in accordance with the terms of this Agreement would, in Bank's good faith opinion, violate Applicable Law or any requirement of any regulatory authority or subject Bank to an unacceptable risk of loss or material security risk.

Section 19.3. Effect. Upon any termination of this Agreement, Customer shall: (a) promptly pay to Bank all sums due or to become due under this Agreement; (b) securely destroy or immediately return (if required by the Service Terms) to Bank at Customer's expense, the Security Procedures (if applicable), and all related Implementation Materials, and all copies and reproductions thereof, whether written or in magnetic media and whether received from Bank or otherwise; and (c) have no further right to make use of the Services.

Section 19.4. Survival. Termination of a Service or this Agreement does not relieve or excuse Customer's payment obligations for any Services that Bank provides to Customer before or after the Service or this Agreement is terminated, nor does it release Customer or Bank from any of Bank's respective obligations that arose or became effective prior to such termination. In addition, all provisions of this

Agreement relating to the parties' warranties, representations, confidentiality or non-disclosure obligations, proprietary rights, limitation of liability, and indemnification shall survive the termination of a Service or this Agreement.

SECTION 20. ENTIRE AGREEMENT

This Agreement, together with any Related Agreements constitutes the complete and exclusive statement of the agreement between the parties with respect to the Services and supersedes any prior or contemporaneous agreements between the parties with respect to such Services. Nothing in this Agreement confers a right or benefit on any person or entity other than Bank and Customer.

SECTION 21. AMENDMENT

Section 21.1. Generally. This Agreement, including the Service Terms, may be modified by a written agreement executed and signed by the parties. Bank may, however, modify this Agreement, including the Service Terms, by giving Customer thirty (30) calendar days' prior written notice. If Customer continues to use any Service or the affected Service, as the case may be, after the expiration of the thirty-day period or a later effective date specified in such notice, Customer is bound by the Agreement or Service Terms as the case may be, as so modified.

Section 21.2. Regulatory Changes, Security Measures. Notwithstanding the foregoing, (a) if a modification to this Agreement or the Service Terms is required by or under Applicable Law or by a regulatory authority with jurisdiction over Bank, or (b) if modifications to the Security Procedures are required in order to maintain the security and integrity of Customer's use of the services, but without an adverse material effect on Customer's use of the Services, then in either instance Bank may modify this Agreement, the applicable Service Terms or Security Procedures by giving Customer notice of the modification by any means permitted, and the modification will be effective immediately upon Bank giving such notice.

SECTION 22. ASSIGNMENT

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

SECTION 23. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL

This Agreement and any claims or disputes relating to or arising out of this Agreement or the Services shall exclusively be governed by, and construed in accordance with, the laws of the State of Ohio, without regard to Ohio's conflict of law principles, and with applicable federal laws and regulations. Customer irrevocably submits to the nonexclusive jurisdiction of the courts of the state and federal courts located in Hamilton

County, Ohio, and in no event shall the Parties commence litigation outside of the contiguous United States and agrees that any legal action or proceeding with respect to this Agreement may be commenced in such courts. EACH PARTY HERETO EXPRESSLY, IRREVOCABLY, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

SECTION 24. MISCELLANEOUS

Section 24.1. No Extension of Credit. Except as expressly provided in the applicable Service Terms, nothing in this Agreement or any Related Agreement requires Bank to extend any credit of any type (including, but not limited to, any Overdraft), even if Bank has done so in the past.

Section 24.2. Notices. Except as otherwise specifically provided in the Service Terms, including the Implementation Materials with respect to a particular Service, notices under this Agreement shall be provided in writing by nationally recognized overnight courier, hand delivery, U.S. Mail or email. The Bank also reserves the right to provide notice to Customer electronically via email or posting to the Bank's online platform, each of which Customer agrees will be considered "*in writing*." The address for notices to Customer will be the address the Bank has in its records with respect to this Agreement or the particular Service, as applicable. The address for notices to Bank will be as the Bank specifies to Customer in writing, including in the Implementation Materials. Notices shall be deemed effective: (a) when received, if sent by overnight courier or hand delivery; (b) within three (3) days if sent by U.S. Mail; or (c) when sent or posted, if provided via email or posting to the Bank's online platform.

Section 24.3. Information and Audit. In order for Bank to comply with its obligations under Applicable Law and the Operating Rules, upon Bank's request Customer agrees to: (a) provide the records Customer maintains with respect to Customer's use of Services as required by Applicable Law, the Operating Rules, and this Agreement, (b) provide internal and external audit reports relating to Customer's use of the Services and Customer's information technology infrastructure and operational processes and procedures, and (c) permit Bank (including its regulators and auditors) reasonable access during normal business hours to audit Customer's (including Customer's Vendors) compliance with the terms of this Agreement, Applicable Law and the Operating Rules.

Section 24.4. Counterparts. The Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument.

Section 24.5. Severability. If performance of Services in accordance with the terms of this Agreement would result in a violation of any Applicable Law, then this Agreement and any Related Agreement shall be deemed amended to the degree necessary to comply with such Applicable Law, and Bank shall incur no liability to Customer as a result of such violation or amendment. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision shall be valid, legal and enforceable to the maximum extent permitted by such holding and the validity, legality, or enforceability of the other provisions of this Agreement will not be affected or impaired by such holding.

Section 24.6. Headings. Headings are for reference purposes only and are not part of this Agreement.

Section 24.7. Waiver. No party's failure or delay in exercising any right or remedy under this Agreement will operate as a waiver of such right or remedy, nor shall any waiver by either party of any breach of the other party's obligations under this Agreement operate as a waiver of any prior, current or subsequent breach. No waiver will be effective unless made in writing.

Section 24.8. Electronic Execution and Consent. The parties agree that this Agreement, the Related Agreements and any Service Terms are entered into on an interstate basis and agree that the Agreement and Services are subject to the Electronic Signatures in Global and National Commerce Act and may be executed and delivered by facsimile, electronic mail in PDF or similar format, or other electronic method, and that the copies or counterpart signature pages so sent shall be treated and have the same force and effect as delivery of an original with a manual signature. Customer agrees and consents that Bank may, at its option, send to Customer any record, notice, disclosure, account statements and other information via electronic means (including through a Channel Service), including information that Bank is required by Applicable Law to provide to Customer in writing. Electronic communication methods include methods Bank employs that deliver visual text or images to be displayed on a computer or mobile device screen, such as e-mail, SMS or other mobile phone text, and posting through a Channel Service. Customer consents to receive account statements and other notices from Bank electronically. Bank may, however, require that Customer deliver an original of this Agreement and any Related Agreement with a manual original signature.

SECTION 25. AFFILIATES

Section 25.1. Joinder. By executing this Agreement, Initial Customer, each Affiliate listed below (if any), and Bank agree that each such Affiliate shall have all of the rights and obligations of, and shall for all purposes be a party under this Agreement as a "Customer." Additional Affiliates can be added through an addendum to this Agreement in the form required by Bank and executed by Initial Customer and Bank.

Section 25.2. Affiliate Representation, Warranty and Covenant. Initial Customer represents, warrants and covenants to Bank that: (a) Initial Customer has the authority to use the Services and access the Accounts on behalf of each Affiliate as permitted by this Agreement, (b) each entity signing this Agreement as an Affiliate meets the definition of Affiliate and shall continue to meet such definition as long as the entity receives or uses the Services, and (c) the individual signing this Agreement is duly authorized to execute this Agreement on behalf of each Affiliate. Each Affiliate hereby agrees to be bound by the terms of this Agreement for the use of the Services.

Section 25.3. Role of Initial Customer; Responsibility. Each Affiliate hereby authorizes Initial Customer, and Bank may rely on Initial Customer's authority, to act as agent for such Affiliate in connection with any and all matters relating to the Agreement, including, without limitation, administering the Services and originating transactions (i.e., ACH, wire, other electronic funds transfer or check), executing Implementation Materials, acceptance and allocation of the payment of interest or earnings credits, terminating the Agreement, collection and negotiation of items for deposit, agreeing to modifications and amendments to the Agreement, adding new Affiliates, and receiving notices under the Agreement (which will be effective against the Customer, even if such notices and communications are sent only to Initial Customer); any and all such actions by the Initial Customer shall be binding on the Affiliates. Each Affiliate

agrees that it is responsible for the payment of Fees or maintenance of required balances for the Services that it receives from Bank, and for all obligations and liabilities it incurs.

Section 25.4. Single Channel Access. Initial Customer and any Affiliate acknowledge and agree that the Security Procedures provided by Bank to the Initial Customer shall be used in order to use the Services, and that such Security Procedures are commercially reasonable for the Instructions to be provided on behalf of each Affiliate. As such, each Customer acknowledges and agrees that (a) Bank may rely on and act on any and all communications and Instructions it receives through a Access Channel using the Security Procedures assigned to the Initial Customer and Bank's reliance shall not constitute negligence or willful misconduct or bad faith, (b) each Customer shall be bound by such use of the Services and any Instructions (including funds transfers) and liable for any transactions debiting the Account of the Affiliate, and (c) Bank shall have no liability or responsibility for notifying any Affiliate with which Initial Customer shares its Security Procedures. Each Affiliate and Initial Customer understand and agree that use of the Services and any transactions affecting each Affiliate's Accounts may be reflected on the records of Bank as initiated by the Initial Customer.

Section 25.5. Guarantee. Initial Customer unconditionally and irrevocably guarantees to Bank the full and prompt payment and performance by each Affiliate of all obligations they or any of them may incur under this Agreement, now or in the future, including, but not limited to, obligations for Fees and indemnification. Initial Customer further agrees that unless and until the full amount owing to Bank by the Affiliates under this Agreement have been paid in full, that Initial Customer will not exercise or enforce any right of exoneration, contribution, reimbursement, recourse or subrogation available to Initial Customer against such Affiliate. If any Affiliate's payment applied by Bank to such Affiliate's obligations under this Agreement is set aside, recovered, rescinded, or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency, or reorganization of such Affiliate), then Initial Customer's obligations and liabilities under this Agreement will be enforceable as fully as if such application had never been made. Initial Customer agrees to pay any and all such amounts upon demand by Bank. **Initial Customer acknowledges and agrees that Initial Customer's guarantee is provided for good and valuable consideration, as Bank would not have otherwise permitted Affiliate(s) to use the Services as permitted for and requested by Initial Customer under this Agreement without the foregoing guarantee.**

SECTION 26. DEFINITIONS

"Account" or "Accounts" means one or more commercial deposit accounts at Bank that is maintained or controlled by Customer, including accounts held by Customer's Affiliates or other third parties that have granted authorized access to Customer, including through the Channel Services.

"Affiliate" means any entity in which Initial Customer maintains a direct or indirect ownership interest.

"Applicable Law" means all applicable federal and state laws, rules and regulations as in effect from time to time governing or relating to the Agreement or the Services, including, without limitation, the Operating Rules and the rules of any funds transfer system, and the rules of, and regulations administered by, the Office of Foreign Assets Control of the U.S. Treasury Department.

“Available Funds” means those funds that are made available for immediate withdrawal in an Account with Bank in accordance with Bank’s Funds Availability Policy.

“Business Day” means any day other than a Saturday, Sunday, holiday or other day on which the Bank is required or permitted to be closed.

“Credentials” means the user name, personal identification numbers, identification codes, passwords and other identifying and authentication inputs, security token or authentication device, equipment or software that the Customer uses to access the Services.

“Customer Measures” means reasonable procedures, policies, internal controls and measures including reasonably available software design to ensure the secure and authorized use of the Services and Channel Services including, as appropriate for Customer and its use of Services: (a) comprehensive legal compliance, business continuity and data protection programs, (b) security and data protection software and technology, including firewalls; (c) regularly monitoring the Accounts and use of the Services; (d) control of user Credentials; (e) ongoing training and education to management, employees, and Vendors on the secure use of the Services and various forms of threats to security including email scams, phishing and similar attacks; and (f) regular auditing of Account activity and assessment (at least annually) of the security of its information technology infrastructure and Customer Measures.

“Cutoff Time” means the time on any Business Day when Bank will no longer accept Instructions or process transactions (including Payment Orders) for that Business Day and any such Instructions received after such time, if accepted, and transactions processed on that day will be processed as of the next Business Day.

“Implementation Materials” means any documents that facilitate the use of a Service, specifications, set-up and sign-up forms provided by Bank, and those completed and submitted by Customer, including electronically, and written Security Procedures.

“Initial Customer” means the entity signing as the “Customer” on the signature page to this Agreement.

“Instruction” means any Payment Order, other wire transfer instruction, ACH Entry (as defined in the Operating Rules), file, batch release, request, instrument or other message, instruction or direction provided using Customer’s Security Procedures, or otherwise provided by or on behalf of Customer to Bank to perform a Service or take action on behalf of Customer or its Accounts.

“Losses” means any and all claims, actions, demands, losses, damages, judgments, liabilities, costs and expenses (including, without limitation, reasonable attorneys’ fees and court costs) and all costs of settlement of claims.

“Operating Rules” means the rules, regulations and operating guidelines of the National Automated Clearinghouse Association and those of any regional clearinghouse, payment card association (e.g., MasterCard Incorporated), or any payment network (e.g., SWIFT, ECCHO, The Clearing House Payments Company L.L.C., Fedwire Funds Service) in effect from time to time used by Bank to provide the Services.

"Payment Order" has the meaning ascribed thereto in Article 4A of the UCC, and shall include, but not be limited to, instructions given for the use of any Service for the origination, processing and payment of electronic funds transfers, including any wire transfers, ACH Entries, and any internal funds transfers between Accounts.

"Processors" means any third-party processors engaged by Bank to provide any part of the Services.

"Related Agreements" means the Service Terms, Commercial Account Rules, Fee agreement, the OCAA, and any resolution or other document establishing Customer's authority to engage in the Services and open Accounts with Bank and appoint individuals as Authorized Agents.

"Security Procedures" means the Credentials, call-back protocols, and other systems, software and procedures provided by Bank, its Processors or any payment network for authenticating Instructions, transactions and use of the Services.

"Service Terms" means the terms and conditions for the Services provided by Bank to Customer under this Agreement, including the Treasury Management Services Terms & Conditions Book available at 53.com/tm-tc and any Implementation Materials.

"Services" means the treasury management services described in this Agreement, the OCAA and the Service Terms or otherwise incorporated herein.

"UCC" or **"Uniform Commercial Code"** means the Uniform Commercial Code, as enacted in the State of Ohio.

"Vendor" means any third-party service provider used by Customer in connection with the Services or to whom Customer gives access to any Service, including through the Channel Services.

[Signature Page Immediately Follows]

In Witness Whereof, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

CUSTOMER NAME:

City of Naples

FIFTH THIRD BANK, N. A.:

By: Dawn Choate

Tax ID: 85-8012621645C-0

Print name: Dawn Choate

By: _____

Print title: VP, TREASURY MGMT OFFICER

Print name: Jay Boodheshwar

Date: January 26, 2023

Print title: City Manager

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

By: _____

Print name: _____

Print title: _____

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

By: _____

Print name: _____

Print title: _____

This Agreement includes the following Affiliates:

Affiliate Name:

Tax ID No.:



FIFTH THIRD BANK

38 Fountain Square Plaza
Cincinnati, Ohio 45263

Online Channel Access Agreement

This Online Channel Access Agreement (“*Agreement*”) is between the undersigned “*Customer*” and Fifth Third Bank, NA (“*Bank*”) and is effective as of the later date executed by Bank and set forth on the Signature Page (the “*Effective Date*”). Capitalized terms shall have the meaning provided in this Agreement, including Section 16 below, or if not defined in this Agreement, the meaning provided in the Commercial Account Rules.

SECTION 1. CHANNEL SERVICES.

Section 1.1. Description. Channel Services enable access to, and electronic management of, the Services and Accounts that Bank provides. Bank reserves the right to add Channel Services, enhance the functionality and features of the Channel Services and extend the application of the Channel Services to other Services at any time without notice. Information provided through the Channel Services about an Account is provided “as is,” changes frequently and is subject to updating, verification and correction. Information Customer obtains through a Channel Service is not the official record of the Account or any transaction unless otherwise specified. Bank assumes no responsibility for Customer’s reliance on any Account or Service information subsequently updated, verified or corrected.

Section 1.2. Services and Implementation. Each of the Services is governed by the applicable Bank Agreements including this Agreement and as elected by Customer in the Implementation Materials. Nothing in this Agreement expands, changes, limits or restricts any of the respective obligations or rights of the parties under the applicable Bank Agreements. It is the intention of the parties that this Agreement and each Bank Agreement be construed and interpreted to give effect to the respective provision of each to the greatest extent practical. To the extent of any conflict between this Agreement and the Bank Agreements with respect to the Channel Services the terms of this Agreement shall control. If Bank is not a party to the Bank Agreement, Customer acknowledges and agrees that Bank is providing the Channel Services in conjunction with the provider of the Services under that Bank Agreement and consents to all access to the Services provided through this Agreement. Customer acknowledges and agrees that Bank may arrange for certain or all of the aspects of the Services, including software and processing to be performed or provided, by Processors engaged by Bank and that Customer shall have no rights or remedies against any such Processor for the Services, but only against Bank. Bank’s Processors are obligated to comply with the confidentiality, privacy and security requirements of this Agreement. Bank is liable and solely responsible for the aspects of the Service provided by its Processors.

Section 1.3. Intellectual Property. Bank and its Processors or other third parties involved in providing the Channel Services (if any) own and exclusively retain any and all patent, trademark, copyright or trade secret rights (collectively referred to as “*Intellectual Property Rights*”) and any related rights associated with the Channel Services and the software, design, functionality, processes, procedures, systems, know-how, inventions, sales materials, technical materials, Channel Documentation and other materials provided in connection with the Channel Services as well as the content and other works of authorship provided, displayed or published in connection with the Channel Services. Customer further acknowledges and agrees that Bank or its Processors or such other third parties, as the case may be, shall

exclusively own all Intellectual Property Rights in and to any and all improvements, enhancements, derivative works, modifications, or developments made to or resulting from any of the foregoing, including those developed, worked on, learned, or conceived by Bank or its Processors in connection with providing the Channel Services to Customer, and Customer assigns any such rights to Bank or its designee. Customer's sole right is to use the Channel Services as provided in this Agreement.

Section 1.4. Availability. While Bank will use commercially reasonable efforts to have its Channel Services available at all times, one or more of the Channel Services may be temporarily unavailable due to routine or unscheduled maintenance or upgrades, or the occurrence of unauthorized activity or other events or circumstances beyond Bank's control including economic and political events, periods of high volume, and system attacks and Bank's response to such events or circumstances. Customer agrees that Bank shall not be liable if a Channel Service is not available for use at any time.

Section 1.5. Third Party Software and Linked Sites. The Channel Services may provide the opportunity to use or access software or services that are not part of the Channel Services or Services ("*Third-Party Software*") and links to the websites of third parties ("*Linked Sites*") but are each provided by a third party other than a Processor ("*Third-Party Provider*"). Use of Third-Party Software and Linked Sites through links or otherwise is solely at Customer's election, risk and expense. Customer is responsible for obtaining and complying with the Third-Party Provider's license or terms of use. Except where Bank explicitly provides otherwise in a Bank Agreement or this Agreement, Bank does not endorse or assume any responsibility for any such Third-Party Software, Linked Site or for any service provided by or other obligation of the Third-Party Provider to Customer. Customer agrees that the Third-Party Provider (and not Bank) is solely liable and responsible to Customer for any content, services, any problems or claims with respect to the Third-Party Software or Linked Site including any security or data breach.

Section 1.6. Mobile Apps. Bank's Mobile Apps enable access to certain Channel Services through the use of a supported electronic wireless device, such as a smartphone or tablet device ("*Mobile Device*"). The Mobile App for Fifth Third Direct is available to Users that have been granted User Rights, some of which may only be enabled in the set-up and implementation process. Customer agrees that, where required, the acceptance by Users of software and terms of use associated with the acquisition of a Mobile App is authorized by Customer and shall be binding upon Customer and each User. In addition to any fees disclosed by Bank to Customer for use of the underlying Channel Services or Services accessed through Mobile Apps, Customer and any User may incur charges from its telecommunications carrier for use of the Mobile App. Bank is not responsible for any such charges that Customer or Users may incur. The use of Mobile Apps presents unique risks in addition to those associated with the use of the Internet generally. Those risks include the potential loss or compromise of a Mobile Device with a Mobile App, the increased exposure to potential unauthorized access to communications and to malware and similar invasive software. Customer assumes all risks of using the Mobile Apps for the Channel Services any Services by all of its Users and are responsible for managing the use and security of the Mobile Devices to combat these and other risks associated with mobile banking.

Section 1.7. Risks of Internet Use. Since the Internet is inherently unsecure and since there is a risk that data communications and transfers through the Channel Services may be subject to interruption, interception, failure, unavailability, delay or unauthorized access or dissemination (“*Failure Events*”), Bank agrees to take commercially reasonable steps to maintain the security of such data communications and transfers, including using encryption and other industry standard security features. Except where Bank is negligent in failing to take such commercially reasonable steps, Bank shall not be liable for any Failure Events that occur, including any loss of privacy or data, or use by others of such data communications or transfers. Under no circumstances, shall Bank be liable for any Failure Events that occur prior to Customer or the User establishing a secure connection to Bank’s authorized portal or after properly terminating that connection.

SECTION 2. PROCESS.

Section 2.1. Set Up and Implementation. Customer may elect to enable Channel Services for one or more Services through the corresponding Bank Agreement or this Agreement. In the set up process for a new or added Channel Service, Bank requires that Customer provide Bank with information necessary to establish the Channel Service and establish the User Rights of the Customer’s Users, including those executing this Agreement and any Channel Service Schedule, and providing set up information to Bank. Bank may rely on the information provided to Bank by Customer in this process in establishing and providing the Channel Services to Customer. Any changes by Customer to the information provided to Bank must be made in writing and will not be effective until received by Bank has had a reasonable opportunity to act or such changes.

Section 2.2. Limited Use. Bank grants Customer, for Customer’s internal business purposes solely in connection with a Service, a non-exclusive, non-transferable, limited and revocable right to use and access the Channel Services. Customer agrees to use the Channel Services only in connection with the Services for legitimate business purposes and only in accordance and in compliance with Applicable Law. Bank provides the Channel Services for the sole and exclusive benefit of Customer and Customer’s Affiliates who become a party to this Agreement. Customer agrees not to access, or allow Users to access, the Channel Services from any country where such use or access is prohibited by United States sanctions regulations, Applicable Law or local law. If access to any software is provided through the Channel Services, Customer agrees not to download the software outside the United States. Any Vendor used by Customer in connection with the Channel Services or to whom Customer gives access to any Service including through the Channel Services is Customer’s agent and not Bank’s, and Customer is liable and solely responsible for: (a) any Vendor’s failure to comply with this Agreement and manage Account information, transmit Instructions and other directions and decisions to Bank and other online features as described in this Agreement or the Bank Agreement including any Security Procedures or operating requirements relating to the Channel Services; and (b) all fees, costs and expenses owed to each Vendor for its services.

Section 2.3 Fees; Setoff. Fees associated with the Channel Services, if any, are specified in the applicable Channel Service Schedule, or as separately agreed by the parties in writing. In addition, Customer is subject to fees, interest and other charges as required under the applicable Bank Agreement. Customer and Users shall be responsible for any internet

access or telecommunications charges they incur in connection with the use of the Channel Services including use of a Mobile Device. Customer agrees that, in the event Customer fails to pay the amount of fees due and owing under this Agreement, Bank may set off against an Account held by Customer at Bank to pay the amount of such fees, interest or charges (excluding any Account expressly titled to clearly demonstrate that the Account is held by Customer in a fiduciary or representative capacity for a third party such as, for example, a custodial Account).

Section 2.4. Restrictions. Customer agrees that it will not, and will not allow its employees, contractors, agents or Vendors to, directly or indirectly: (a) decompile, reverse engineer, disassemble or otherwise attempt to derive source code or trade secrets relating to the Channel Services; (b) copy (except in the case of normal backups and archival copies), reproduce, or incorporate any portion of the Channel Services, or seek to circumvent any restrictions or measures controlling access to the Channel Services; (c) license, lease, encumber, distribute, resell, or otherwise transfer, co-brand, frame, or link any portion of the Channel Services; or (d) adapt, modify, transform or create derivative works of, any aspect of the Channel Services (including the removal or alteration of any copyright, trademark or proprietary rights notice).

SECTION 3. CHANNEL ADMINISTRATION.

Section 3.1. Channel Administrator. The administrative features for the management of the Channel Services are controlled and managed by Customer's Channel Administrator(s). The Channel Administrator has broad authority to manage the Channel Services including the authority and responsibility to appoint additional Channel Administrators with the authority for one or more Services, which includes the authority to:

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

Customer understands that Customer may, at its option, enable multiple or separate Channel Administrators for each Service. If Customer has included Affiliates under this Agreement, Customer may designate separate Channel Administrators for each Affiliate and the Affiliate's Services or may have a common Channel Administrator for one or more Affiliates. The Channel

Administrators (set up by Bank on Customer's instructions in the implementation process) may also have authority for Channel Services over all Affiliates.

Section 3.2. Designation and Authority. (a) Customer will appoint a person or persons to serve as the Channel Administrator or Channel Administrators in writing on a form or forms Bank requires in the implementation process or if Customer does not then have an acting Channel Administrator. Customer agrees to not permit the sharing of Credentials or the use of any Credentials except by the person authorized by Customer or the Channel Administrator.

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

(c) The Channel Services may allow the Channel Administrator to set transaction limitations, establish controls, develop templates, manage Credentials (other than User IDs provided by Bank) and utilize security features for the Channel Services. Failure to properly implement and manage limitations, controls, and security features increases the risks of, and Customer's exposure to, unauthorized transactions.

(d) Bank offers and recommends that Customer establish the following controls when sending Instructions using the Channel Services: (i) "Dual Administration Control," meaning that the approval of a second Channel Administrator is required to verify the designation and authorization of a User, and (ii) Dual Transaction Approval, meaning that the approval of an additional User designated by the Customer is required to originate and approve a Payment Order. Bank may require that Customer establish Dual Administration Control and Dual Transaction Approval for certain types of instructions or transactions. Bank will rely on the authority of the Channel Administrator and Users designated by the Channel Administrator until Bank receives written notice of a change from an authorized representative of Customer and Bank has had a reasonable opportunity to act on and approve the notice. To the extent Customer chooses not to use one of these controls, and the proper use of that control could reasonably have prevented Losses due to an incidence of fraud or unauthorized activity suffered or incurred by Customer (an "Incident"), Customer will be deemed to have assumed the risk of such Incident, shall hold the Bank harmless for the amount of such Losses, and will be precluded from asserting that Bank is responsible for such Incident.

SECTION 4. SECURITY AND SECURITY PROCEDURES.

Section 4.1. Effect. Access to Channel Services is subject to Security Procedures that Bank establishes with Customer. All use of the Channel Services through the Security Procedures will be deemed to have been authorized by Customer. Each Instruction sent to Bank through the Channel Services by a User using the User's Credentials and applicable Security Procedures will be treated by Bank as authorized and shall bind Customer. Customer is responsible for the accuracy, completeness and timeliness of all such Instructions sent

through the Channel Services. The Security Procedures are not designed to detect errors in any communications to Bank or other use of the Channel Services. Use of the Services by Users themselves may be subject to the same or additional Security Procedures as required by the Bank Agreement or this Agreement. Bank may update its requirements with respect to Credentials by giving Customer notice through the applicable Users and Channel Administrator.

Section 4.2. Safeguarding the Security Procedures. Customer agrees to maintain the security and confidentiality of the Security Procedures and Implementation Materials. Customer's failure to protect the confidentiality and integrity of the Security Procedures may enable an unauthorized person to use the Channel Services and access Customer's Accounts and data, and transfer funds from Accounts. Customer must notify Bank as soon as reasonably possible if there has been a breach of its security, or any Security Procedure have been lost, stolen, misused or compromised. Customer should contact its relationship manager, Bank's customer support services or contact person indicated in the Channel Documentation. If a User is no longer authorized, Customer is responsible for terminating that User's User Rights. Bank may suspend the Channel Services if Bank believes the security of the Channel Services has been compromised.

Section 4.3 Customer Responsibilities. In addition to using and protecting the Security Procedures, it is Customer's responsibility to: (a) institute and use current and reasonable measures to mitigate the risks associated with the access to and use of the Channel Services and Services; (b) institute and enforce effective policies and procedures to control the use of the Channel Services, and ensure that its personnel use the Channel Services only as authorized and within the limits of their permission or authority; and (c) carefully monitor the activities of the Users using the Channel Services for compliance with this Agreement and Customer's internal control policies and require Users to maintain the safety and confidentiality of their Credentials including by regularly changing their passwords. In addition to taking these measures, Customer acknowledges that Bank offers certain tools designed to assist Customer in controlling the incidence of unauthorized use of the Channel Services. If Customer chooses not to implement Customer Measures, and the proper use of that Service or Customer Measure could reasonably have prevented Losses due to the incidence of fraud, or unauthorized activity Customer shall hold the Bank harmless for such Losses that could have reasonably been prevented.

Section 4.4. Customer Systems. Customer is responsible for having and maintaining functioning hardware, software, infrastructure, mobile and other communication devices, Internet access and service and information technology systems including reasonable and current security features and protections (collectively "*Customer Systems*") necessary for use with the Access Channels and for meeting the technical specifications set forth in the Channel Documentation. Customer is responsible for any malfunction, compromise, security breach or other misuse or problems with the Customer Systems and for the information transmitted and received through the Customer Systems.

Section 4.5. Additional Authentication. Bank has no duty to monitor Customer's use of the Channel Services. Bank may, however, in its discretion, apply a variety of techniques and programs that may trigger a requirement for a User to respond to an email or message from Bank to provide additional authentication before permitting certain actions of the User including

a change in User's profile and certain transactions. Users will not be able to complete the desired actions until additional authentication is provided. Customer is not entitled to rely on these programs or techniques as a substitute for its own internal control of the activities of its Users.

Section 4.6. Access through Third-Party Provider SSO. In certain instances, Bank may allow Customer to access the Channel Services, and other Services accessible to Customer through the Channel Services, by signing on through a Third-Party Provider's internet site without signing-on using the Security Procedures ("*Single Sign-On*" or "*SSO*"). Any SSO will be subject to the terms of use of the Third-Party Provider. In the event Customer accesses the Channel Services using SSO, then Customer agrees that it has waived use of the Security Procedures to access the Channel Services, and that Bank may accept and act upon Instructions received using Security Procedures assigned to Customer following Customer's use of SSO. All use of the Channel Services and Instructions submitted subsequent to SSO from a Third-Party Provider internet site will be deemed to have been authorized by Customer. Each Instruction sent to Bank through the Channel Services by a User using the User's Credentials and applicable Security Procedures subsequent to SSO from a Third-Party Provider internet site will be treated by Bank as authorized and shall bind Customer.

SECTION 5. ELECTRONIC COMMUNICATIONS; CONSENT.

The parties agree that this Agreement and the Bank Agreements are entered into on an interstate basis and agree that those Agreements and Services and Channel Services are subject to the Electronic Signatures in Global and National Commerce Act and may be executed and delivered by facsimile, electronic mail in PDF or similar format or other electronic method. Customer agrees and consents that Bank may, at its option, send to Customer any record, notice, disclosure, Account statements and other information including information that Bank is required by Applicable Law to provide to Customer in writing via electronic means (including through a Channel Service.) Electronic communications include commercially reasonable electronic communications methods Bank employs that deliver visual text or images to be displayed on a computer or mobile device screen (such as e-mail, SMS or other mobile phone text, and posting through a Channel Service). This is Customer's consent to receive Account statements and other notices from Bank electronically. Bank's records as to the executed Agreement shall be controlling. Bank may, however, require that Customer deliver an original of this Agreement with a manual original signature.

SECTION 6. NOTIFICATIONS.

Section 6.1. Establishment. Users are required to accept certain administrative emails and text notifications and may elect to receive certain other email, SMS or other mobile phone text notifications relating to an activity, status or action relating to their Channel Services and any Services, including for additional authentication Bank or Customer may require (all such emails, SMS and texts, "*Notifications*"). The Notification feature is set up by each User and depends on the User specifying a valid and current email address or phone number. Customer consents to the sending of Notifications to Users, including to any Mobile Devices and through any Mobile App, and understands that such messages could result in charges to the Users or Customer for such messages from the carriers of such messages.

Section 6.2. Informational Use. Notifications are provided for Customer's and User's information and convenience only, not as a replacement of or substitution of any Services. Customer acknowledges and agrees that it is Customer's responsibility to access the Channel Services or the applicable Services in order to view transactions and information regarding activity on its Accounts, and otherwise take appropriate action in reaction to any Notifications and in compliance with the terms of the applicable Service. Customer's receipt or lack of receipt of any Notification has no effect on the validity of transactions or information. Notifications do not constitute a Bank record and are not intended as a substitute for proper Account management or regular use of Bank's account management or other information related Services.

Section 6.3. Delivery Risks. Notifications may be delayed or prevented by a variety of circumstances beyond Bank's control. Bank does not guarantee the delivery of any Notifications. Notifications are sent via the Internet or wireless networks without being encrypted or otherwise coded in any way. Bank will not be liable in any way for non-delivery, delayed or wrong delivery of Notifications, the content in Notifications, or Customer's use of, or reliance on, the absence of any Notification for any purpose. Replies to a Notification are not permitted and will not be read or acted upon.

SECTION 7. BANK REPRESENTATIONS AND WARRANTIES.

Bank represents and warrants to Customer that: (a) Bank is duly organized, validly existing, and in good standing in the jurisdiction in which Bank is organized; (b) the execution, delivery and performance by Bank of this Agreement has been authorized by all necessary corporate and governmental action; (c) the person(s) signing this Agreement is duly authorized to do so; (d) this Agreement represents Bank's legal, valid and binding obligation; and (e) execution and performance of this Agreement and provision of the Channel Services does not violate any Applicable Law, Bank's bylaws or any material agreement by which Bank is bound. No descriptions or specifications constitute representations or warranties of any kind. Bank is acting as an independent contractor in providing the Channel Service and not as Customer's agent or as a fiduciary. EXCEPT AS EXPRESSLY SET FORTH ELSEWHERE IN THIS AGREEMENT, BANK MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO ANY ACCESS CHANNELS OR CHANNEL SERVICES OR OUR PERFORMANCE OF ANY SERVICES OR THE CHANNEL SERVICES, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO DESCRIPTIONS OR SPECIFICATIONS CONSTITUTE REPRESENTATIONS OR WARRANTIES OF ANY KIND.

SECTION 8. CUSTOMER REPRESENTATIONS AND WARRANTIES.

Customer represents and warrants to us that: (a) Customer is duly organized, validly existing, and in good standing in the jurisdiction in which Customer is organized, and is validly qualified in any other jurisdiction where Customer does business and is required to be qualified except where the failure to be so qualified would not have a material adverse effect on Customer; (b) the execution, delivery and performance by Customer of this Agreement including each Channel Service Schedule and the Implementation Materials has been authorized by all necessary entity and governmental action; (c) each person signing this Agreement including each Channel Service Schedule and the Implementation Materials on Customer's behalf is duly

authorized to do so; (d) this Agreement, including each Channel Service Schedule, represents Customer's legal, valid and binding obligation; (e) the execution and performance of this Agreement including each Channel Service Schedule, and the use of the Channel Services do not and will not violate in any material respect any Applicable Law, Customer's entity governing documents, or any material agreement by which Customer is bound; and (f) each transaction Customer conducts, and each Account Customer has with Bank is conducted or maintained for a business or commercial purpose and not a personal, family or household purpose. Customer reaffirms these representations and warranties each time it executes a Channel Service Schedule and each time it uses a Channel Service and agrees to promptly notify Bank if any representation or warranty made by Customer is no longer true.

SECTION 9. COMPLIANCE

This Agreement and the use and provision of the Channel Services are subject to all Applicable Law. Each party agrees to comply with Applicable Law in using or providing the Channel Services, as the case may be. Customer agrees to comply with the requirements of the Channel Documentation provided for the Channel Services.

SECTION 10. LIMITATION OF LIABILITY.

CUSTOMER AGREES TO THE MAXIMUM EXTENT PERMITTED BY LAW THAT IN ADDITION TO ANY OTHER LIMITATION ON BANK'S LIABILITY IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CHANNEL SERVICE SCHEDULE OR BANK AGREEMENT, IN NO EVENT WILL BANK (OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, EMPLOYEES OR AGENTS) BE LIABLE OR RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR SPECULATIVE LOSSES, EXPENSES, INJURY, COSTS OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, REVENUE, SAVINGS, TIME, DATA, GOODWILL AND OPPORTUNITIES, ATTORNEYS' FEES, AND COURT AND OTHER DISPUTE RESOLUTION COSTS) THAT CUSTOMER OR ANY OTHER PERSON MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT OR ANY CHANNEL SERVICE PROVIDED BY BANK, EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, COST OR DAMAGE AND REGARDLESS OF THE TYPE OF CLAIM. IN THE CASE OF ANY CONFLICT BETWEEN ANY LIMITATIONS OF LIABILITY IN THIS AGREEMENT INCLUDING A CHANNEL SERVICE SCHEDULE, OR A BANK AGREEMENT, THE BROADER LIMITATION SHALL CONTROL TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Customer further agrees, to the maximum extent permitted by law, that Bank's liability to Customer arising from any Channel Service will be limited to actual monetary damages that are the direct result of Bank's negligence or willful misconduct. Notwithstanding the foregoing, for any Instructions that are Payment Orders which are governed and subject to UCC Article 4A, Bank is liable only for damages required to be paid under UCC Article 4A. In addition to the foregoing limitation, in the instance of any overbilling by Bank that is timely reported by Customer as required by this Agreement, Bank's liability shall not exceed the amount overbilled by and paid to Bank by Customer. In no instance shall Bank be responsible or liable for (a) any act or omission of Customer's officers, employees or agents, or of any third party (other than Bank's Processors), (b) any failure to act by Bank if Bank reasonably believed taking the omitted action would have violated Applicable Law, or (c) any interception of information relating to the Customer or its transactions as a result of Customer's use of the Internet or other Access Channel that is not the result of Bank's gross negligence or willful misconduct. Customer

agrees that Bank's liability to Customer for any Services is also subject to any further limitations of liability set forth in an applicable Channel Service Schedule or Bank Agreement.

SECTION 11. INDEMNIFICATION OBLIGATIONS

Section 11.1. Customer. To the fullest extent not prohibited by Applicable Law, Customer agrees to indemnify and hold Bank and its officers, directors, employees, affiliates, shareholders and agents harmless from and against any and all Losses resulting directly or indirectly from, or arising in connection with: (a) Customer's breach of any of Customer's agreements, representations, warranties or covenants in this Agreement or any Channel Service Schedule; (b) Customer's violation of Applicable Law in connection with any Channel Service or this Agreement; (c) Customer's use of the Channel Services and Bank's complying with or carrying out any Instruction or other direction given to Bank in accordance with this Agreement, any Bank Agreement or a Channel Service Schedule; or (d) a claim or action of a Third Party Provider or Vendor. Customer is not, however, obligated to indemnify Bank or hold Bank harmless for any Losses directly resulting from Bank's gross negligence or willful misconduct.

Section 11.2. Bank. To the fullest extent not prohibited by Applicable Law, Bank agrees to indemnify and defend or settle at its expense any action brought against Customer to the extent that it is based on a claim that a Channel Service as used by Customer in accordance with this Agreement directly infringes a U.S. copyright, trademark or patent or constitutes misappropriation of a third-party trade secret, provided, however, that Customer: (a) promptly notifies Bank in writing of such claim; (b) has not made any admission of liability or agreed to any settlement or other material issue relating to such claim; (c) reasonably cooperates with Bank at Customer's expense in the defense or settlement; and (d) at Bank's request, gives Bank sole control and authority over all aspects of the defense or settlement of such claim.

SECTION 12. TERM AND TERMINATION.

Section 12.1. Term. This Agreement is effective as of the Effective Date and shall remain in effect until terminated by either party as provided in this Agreement; provided, that in the event any Bank Agreement or Service is terminated then the Corresponding Access Channel or Channel Service Schedule will also be terminated, but without terminating this Agreement. This Agreement or any Channel Service Schedule may be terminated by either party at any time by giving thirty (30) days' prior written notice of termination to the other party.

Section 12.2. Bank Termination. Bank may terminate this Agreement or terminate or suspend any or all of the Channel Services immediately if (a) Customer breaches a material obligation under this Agreement or violated any Applicable Law in connection with the Channel Services or any other Bank Agreement; (b) Customer becomes insolvent, is placed in receivership or is adjudicated bankrupt or Customer becomes subject to any voluntary or involuntary bankruptcy proceeding or any assignment for the benefit of its creditors; (c) Customer's financial condition has become materially impaired in Bank's good faith opinion based on reasonable evidence such that Bank believes Customer is likely to be unable to perform its material obligations to Bank; (d) any person or group acting in concert that is not a

controlling stockholder of Customer on the date of this Agreement acquires, directly or indirectly (whether by merger, stock purchase or issuance, recapitalization, reorganization or otherwise), a majority of Customer's outstanding equity interests; or (e) the continued provision of any of the Channel Services in accordance with the terms of this Agreement would, in Bank's good faith opinion, cause Bank to violate Applicable Law or any requirement, policy or directive of any regulatory authority, or would subject us to an unacceptable risk of loss or material security risk.

Section 12.3. Effect. Upon any termination of this Agreement, Customer shall: (a) promptly pay to Bank all sums due or to become due under this Agreement, (b) securely destroy (or return to Bank if requested by Bank) at Customer's expense all Channel Documentation, Security Procedures, and related Implementation Materials, and all copies and reproductions thereof, whether written or in magnetic media and whether received from Bank or otherwise; and (c) have no further right to make use of the Channel Services.

Section 12.4. Survival. Termination of the Channel Service or this Agreement does not relieve or release Customer's payment obligations for any Channel Service or Service Bank provides before and after the Channel Service or this Agreement is terminated, nor does it release Customer or Bank from any of our respective obligations that arose or became effective prior to such termination. In addition, all provisions of this Agreement relating to the parties' warranties, representations, confidentiality or non-disclosure obligations, proprietary rights, limitation of liability and indemnification shall survive the termination of the Channel Services or this Agreement.

SECTION 13. FORCE MAJEURE.

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

SECTION 14. MISCELLANEOUS.

Section 14.1. Entire Agreement. This Agreement together with the applicable Channel Service Schedule and Channel Services provisions of the Bank Agreements (if any), applicable terms of use of any Mobile Apps (if any) constitutes the complete and exclusive statement of the agreement between the parties with respect to the Channel Services and supersedes any prior or contemporaneous agreements between the parties with respect to such Channel Services. If there is a conflict between this Agreement and a Bank Agreement, the terms of this Agreement shall control to the extent necessary to resolve the conflict. Nothing in this Agreement confers a right or benefit on any person or entity other than Bank and Customer.

Section 14.2. Account and Services Management

Section 14.2.1 Customer Information Review. Customer is responsible for monitoring its use of the Services and all activity in its Accounts with Bank. Information regarding transactions with the Services is reported on Customer's periodic Account statement and is available through the Channel Services. Depending upon the Services that Customer uses, Customer will have access to Account and transaction information on a prior day, intraday and/or real time basis. Account and transaction information changes frequently and is subject to updating, verification and correction. Bank assumes no responsibility for Customer's reliance on any Account or Service information reported on an intraday or prior day basis that is subsequently updated, verified or corrected. Customer understands and agrees to: (a) regularly review the Account and transaction information (including statements) that Bank makes available to Customer; and (b) notify Bank as soon as reasonably possible of any error, unauthorized transaction, discrepancy or other similar matter (each, an "Error").

Section 14.2.2 Error Reporting. Customer understands that the nature of certain transactions and Applicable Law relating to certain Services, including those accessible through the Channel Services, require that Customer provide Timely Notice (defined below) of an Error (defined below) in order to preserve or exercise rights against third parties that may have been the beneficiary of such Error. "Timely Notice" is defined as notice provided to Bank: (a) on the same Business Day with respect to any Payment Order (including Real Time Payments), (b) the next Business Day for other electronic funds transfers, or (c) within thirty (30) days for any other Instruction, transaction or Service (ninety (90) days in the case of Fees), following the date on which such information is sent by Bank or otherwise made available to Customer. If Customer fails to provide Timely Notice to Bank of any Error, then Customer shall be precluded from asserting such Error against Bank. The Timely Notice requirement does not limit Bank's or Customer's rights to attempt to collect on unauthorized or fraudulent transactions from other banks. Notwithstanding the forgoing, Bank reserves the right, in its sole discretion, to adjust transaction records for good cause after the expiration of the Timely Notice time periods.

Section 14.3 Amendment. This Agreement including any Channel Service Schedule may be modified by a written agreement executed and signed by the parties. Bank may, however, modify this Agreement including any Channel Service Schedule by giving Customer written notice. If Customer or a User uses or accesses the applicable Channel Services after the expiration of thirty (30) days of the giving or posting of such notice (or a later effective date specified in such notice or posting), Customer is bound by this Agreement including Channel Service Schedule as so modified. Notwithstanding the foregoing, if a modification to this Agreement or any Channel Service Schedule is required by or under Applicable Law or by a regulatory authority with jurisdiction over Bank or is, in Bank's sole good faith opinion, necessary to preserve or enhance the security of the Channel Services or update the functionality (including if required by a Processor), Bank may modify this Agreement including any Channel Service Schedule by giving Customer notice of the modification by any means permitted by Applicable Law, and the modification will be effective immediately upon Bank giving such notice.

Section 14.4. Assignment. Customer may not sell, assign or transfer any of its rights or obligations under this Agreement without Bank's prior written consent. Bank may assign its

rights and obligations under this Agreement in whole or in part without Customer's consent (a) pursuant to, or in connection with any merger, consolidation or amalgamation involving Bank or its parent company, or the sale or transfer of all or substantially all of Bank's assets or stock, or (b) in connection with the sale or other disposition involving a line of business to which this Agreement relates. Bank will use reasonable efforts to notify Customer of any such assignment. Customer expressly reserves its right to terminate any or all Services in the event of any such transaction.

Section 14.5. Governing Law; Venue; Waiver of Jury Trial. This Agreement and any claims or disputes relating to or arising out of this Agreement or the Channel Services shall exclusively be governed by, and construed in accordance with, the laws of the State of Ohio, without regard to Ohio's conflict of law principles, and with applicable federal laws and regulations. Customer irrevocably submits to the nonexclusive jurisdiction of the state and federal courts in Ohio and agrees that any legal action or proceeding with respect to this Agreement may be commenced in such courts. EACH PARTY EXPRESSLY, IRREVOCABLY, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

Section 14.6. Notices. Except as otherwise specifically provided in the Service Terms, Channel Service Schedule, Channel Documentation or the Implementation Materials with respect to a particular Channel Service, notices under this Agreement shall be provided in writing by nationally recognized overnight courier, hand delivery or email. The Bank also reserves the right to provide notice to Customer electronically via email or posting to the Bank's online platform or Access Channel, each of which Customer agrees will be considered "in writing." The address for notices to Customer will be the address the Bank has in its records with respect to this Agreement or the particular Service, as applicable. The address for notices to Bank will be as the Bank specifies to Customer in writing, including in the Implementation Materials. Notices shall be deemed effective: (i) when received, if sent by overnight courier or hand delivery; (ii) three (3) days after sending, if sent by U.S. Mail; or (iii) when sent or posted, if provided via email or posting to the Bank's online platform.

Notwithstanding any terms in this Section to the contrary, any addition, deletion or change to any Services or Service Terms requested by Customer (each, a "Change Request") must be submitted in a form acceptable to the Bank. No Change Request will become operative or effective until the Bank has had an opportunity to review and respond to such Change Request, which the Bank agrees to do within a reasonable period of time.

Section 14.7. Counterparts. The Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument.

Section 14.8. Severability. If performance of the Channel Services in accordance with the terms of this Agreement would result in a violation of any Applicable Law to which Bank is subject, then this Agreement shall be deemed amended to the degree necessary to comply with such Applicable Law, and Bank shall incur no liability to Customer as a result of such violation or amendment. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision shall be valid, legal and enforceable to the maximum extent permitted by such

holding and the validity, legality, or enforceability of the other provisions of this Agreement will not be affected or impaired by such holding.

Section 14.9. Headings. Headings are for reference purposes only and are not part of this Agreement.

Section 14.10. Waiver. No party's failure or delay in exercising any right or remedy under this Agreement will operate as a waiver of such right or remedy, nor shall any waiver by either party of any breach of the other party's obligations under this Agreement operate as a waiver of any prior, current or subsequent breach. No waiver will be effective unless made in writing.

SECTION 15. AFFILIATES.

Section 15.1. Joinder. By executing this Agreement, Customer (as indicated on the Signature Page and for purposes of this Section the "Initial Customer"), each Affiliate of Customer listed below on the Signature Page (if any), and Bank agrees that each such Affiliate shall have all of the rights and obligations of, and shall for all purposes be a party under this Agreement as, "Customer." Additional Affiliates can be added through an addendum to this Agreement in the form required by Bank and executed by Customer, that Affiliate and Bank.

Section 15.2. Representation. Initial Customer represents, warrants and covenants to Bank that (a) Initial Customer has the authority to use the Services and access the Accounts on behalf of each Affiliate as permitted by this Agreement, (b) each entity signing this Agreement as an Affiliate meets the definition of Affiliate and shall continue to meet such definition as long as the entity receives or uses the Services, and (c) the individual signing this Agreement is duly authorized to execute this Agreement on behalf of each Affiliate. Each Affiliate hereby agrees to be bound by the terms of this Agreement for the use of the Services.

Section 15.3. Role of Initial Customer; Responsibility. Each Affiliate agrees that it is responsible for the payment of fees or maintenance of required balances for the Services that it receives from Bank, and for all obligations and liabilities it incurs. Each Affiliate hereby authorizes Initial Customer, and Bank may rely on Initial Customer's authority, to act as agent for such Affiliate in connection with any and all matters relating to the Agreement, including, without limitation, administering the Services and originating transactions (i.e., ACH, wire, other electronic funds transfer, or check), executing Implementation Materials, acceptance and allocation of the payment of interest or earnings credits, terminating the Agreement, collection and negotiation of items for deposit, agreeing to modifications and amendments to the Agreement, adding new Affiliates, and receiving notices under the Agreement (which will be effective against the Affiliates, even if such notices and communications are sent only to Initial Customer); any and all such actions by the Initial Customer shall be binding on the Affiliates. Each Affiliate agrees that it is responsible for the payment of Fees or maintenance of required balances for the Services that it receives from Bank, and for all obligations and liabilities it incurs.

Section 15.4. Single Channel Access. Initial Customer and any Affiliate acknowledge and agree that the Security Procedures and Credentials provided by Bank to the Initial

Customer shall be used to use the Services, and that such Security Procedures are commercially reasonable for the Instructions to be provided on behalf of each Affiliate. As such, each Affiliate acknowledges and agrees that (i) Bank may rely on and act on any and all communications and Instructions it receives through Channel Services using the Security Procedures and Credentials assigned to the Initial Customer and Bank's reliance shall not constitute negligence or willful misconduct or bad faith, (ii) each Customer shall be bound by such use of the Services and any Instructions (including funds transfers) and liable for any transactions debiting the Account of the Affiliate, and (iii) Bank shall have no liability or responsibility for notifying any Affiliate with which Initial Customer shares its Security Procedures. Each Affiliate and Initial Customer understands and agrees that use of the Services and any transactions affecting each Affiliate's Accounts may be reflected on the records of Bank as initiated by the Initial Customer.

Section 15.5. Guarantee. Initial Customer unconditionally and irrevocably guarantees to Bank the full and prompt payment and performance by each Affiliate of all obligations they or any of them may incur under this Agreement, now or in the future, including, but not limited to, obligations for Fees and indemnification. Initial Customer further agrees that unless and until the full amount owing to Bank by the Affiliates under this Agreement have been paid in full, that Initial Customer will not exercise or enforce any right of exoneration, contribution, reimbursement, recourse or subrogation available to Initial Customer against such Affiliate. If any Affiliate's payment applied by Bank to such Affiliate's obligations under this Agreement is set aside, recovered, rescinded, or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency, or reorganization of such Affiliate), then Initial Customer's obligations and liabilities under this Agreement will be enforceable as fully as if such application had never been made. Initial Customer agrees to pay any and all such amounts upon demand by Bank. **Initial Customer acknowledges and agrees that Initial Customer's guarantee is provided for good and valuable consideration, as Bank would not have otherwise permitted Affiliate(s) to use the Services as permitted for and requested by Initial Customer under this Agreement without the foregoing guarantee.**

SECTION 16. DEFINITIONS.

"Access Channels" means Fifth Third Direct, the Mobile Apps and other websites, portals, or application program interfaces (API), and direct access that Bank makes available to its commercial, business and financial institution customers. Bank's Access Channels do not include portals or other means of access that may be provided by or available through a third party and clearly marked as such.

"Account" or "Accounts" means one or more commercial deposit accounts at Bank that is maintained or controlled by Customer, including accounts held by Customer's Affiliates or other third parties that have granted authorized access to Customer, including through the Channel Services.

"Affiliate" means any entity in which Initial Customer maintains a direct or indirect ownership interest.

“Agreement” includes the Online Channel Access Agreement, the applicable Channel Service Schedule and all Channel Documentation.

“Applicable Law” means all applicable federal and state laws, rules and regulations as in effect from time to time governing or relating to the Agreement or the Services, including, without limitation, the Operating Rules and the rules of any funds transfer system, and the rules of, and regulations administered by, the Office of Foreign Assets Control of the U.S. Treasury Department.

“Bank Agreements” means each of the separate written agreements (including, if applicable, a Master Treasury Management Agreement *“MTMA”*), Account documentation, notes, related agreements and other documents and instruments in effect between Customer and Bank and which govern the applicable Service. Customer may be required to enter into an agreement with a third-party service provider that enables Bank to provide Channel Services to Customer.

“Business Day” means any other day other than a Saturday, Sunday, holiday or other day on which the Bank is required or permitted to be closed.

“Channel Administrator” means each individual appointed by Customer as the Customer administrator for Channel Services on the Implementation Materials or other written Instruction.

“Channel Documentation” means the online or text manual and user guides Bank provides to Customer that contain technical specifications, Instructions and guides for using a Channel Service.

“Channel Service Schedule” means a schedule or addendum executed by Bank and Customer that expressly refers to or incorporates this Agreement (including the applicable Bank Agreements) and sets forth the features, functionality and other aspects of the Channel Service available to Customer for a particular Service.

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

“Credentials” means the username, personal identification numbers, identification codes, passwords and other identifying and authentication inputs, security token or authentication device, equipment or software, that the Channel Administrator and Users use or apply in order to access the Channel Services.

“Customer Measures” means reasonable procedures, policies, internal controls and measures including reasonably available software design to ensure the secure and authorized use of the Services and Channel Services including, as appropriate for Customer and its use of Services: (a) comprehensive legal compliance, business continuity and data protection programs; (b) security and data protection software and technology, including firewalls;

(c) regularly monitoring the Accounts and use of the Services; (d) control of user Credentials; (e) ongoing training and education to management, employees, and Vendors on the secure use of the Services and various forms of threats to security including email scams, phishing and similar attacks; and (f) regular auditing of Account activity and assessment (at least annually) the security of its information technology infrastructure and Customer Measures.

“Cutoff Time” means the time on any Business Day when Bank will no longer accept Instructions or process transactions (including Payment Orders) for that Business day and any such Instructions received after such time, if accepted, and transactions processed on that day will be processed as of the next Business Day.

“Implementation Materials” means any documents that facilitate the use of a service, specifications, set-up and sign-up forms provided by Bank, and those completed and submitted by Customer, including electronically.

“Instruction” means a Payment Order or other instruction for a wire transfer, electronic funds transfer, ACH Entry (as defined in the Operating Rules), file, batch release or other message, instruction or direction provided using Customer’s Security Procedures, or otherwise provided by or on behalf of Customer to Bank to perform a Service or take action on behalf of Customer or its Accounts.

“Losses” means any and all claims, actions, demands, losses, damages, judgments, liabilities, costs and expenses (including, without limitation, reasonable attorneys’ fees and court costs) and all costs of settlement of claims.

“Mobile Apps” means the applications or “apps” Bank makes available and authorize for downloading by Customer and Users on Mobile Devices.

“Operating Rules” means the Operating Rules and Operating Guidelines of the National Automated Clearinghouse Association, the Electronic Check Clearing House Organization Rules, and the rules of any other national or regional clearinghouse, payment card association (e.g., MasterCard Incorporated), or payment network (e.g., SWIFT, ECCHO, The Clearing House Payments Company L.L.C., Fedwire Funds Service) in effect from time to time and in which Bank participates and uses to provide Services.

“Payment Order” has the meaning ascribed thereto in Article 4A of the UCC, and shall include, but not be limited to, Instructions given for the use of any Service for the origination, processing and payment of electronic funds transfers, including any wire transfers, ACH Entries, and any internal funds transfers between Accounts.

“Processors” means any third-party processors engaged by Bank to provide any part of the Services.

“Security Procedures” means the Credentials, call back protocols, and other systems or procedures provided by Bank, its Processors or any payment network for authenticating Instructions, transactions and the use of a Channel Service.

“Services” has the meaning set forth in the applicable Bank Agreement.

“Service Terms” means the terms and conditions for the Services provided by Bank to Customer under this Agreement, including any Implementation Materials or otherwise incorporated herein.

“UCC” or “Uniform Commercial Code” means the Uniform Commercial Code, as enacted in the State of Ohio.

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

“Users” means personnel or sets or types of personnel including the Channel Administrator, whose User Rights have been established in accordance with this Agreement.

“Vendor” means any third-party service provider used by Customer in connection with the Services or to whom Customer give access to any Service, including through an Access Channel or the Channel Services.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

CUSTOMER NAME:

City of Naples _____

Tax ID: 85-8012621645C-0 _____

By:  _____

By: _____

Print Name: Jay Boodheshwar _____

Print Name: _____

Print Title: City Manager _____

Print Title: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

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

By: _____

Print Name: _____

Print Title: _____

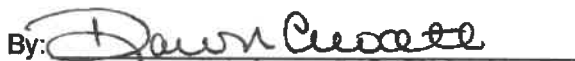
This Agreement includes the following Affiliates:

Affiliate Name:

Tax ID No.:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FIFTH THIRD BANK, NA:

By:  _____

Print Name: DAWN CHOATE _____

Print Title: VP, TREASURY MGMT OFFICER _____

Date: January 25, 2023 _____



FIFTH THIRD BANK

COMMERCIAL CARD SERVICE AGREEMENT

This Commercial Card Service Agreement (“**Agreement**”) is entered into by and between Fifth Third Bank, National Association (“**Bank**” or “**we**”) and the undersigned Customer (“**Customer**” or “**you**”) effective as of the date accepted by Bank as written on the signature page to this Agreement under its signature.

1. INTRODUCTION

Section 1.1 Card Programs. The Fifth Third Commercial Card is designed to handle all of an organization's purchasing, travel, and fleet spending needs through a single card platform. Our Card programs offer a wide array of features and control options including merchant category and velocity controls that limit your Cardholders to or from a particular category of spend. Certain features of our Card programs including Fifth Third ePay may be accessed pursuant to the Access Channels described below.

Section 1.2 The Card Service. At your request, we have agreed to provide to you our Commercial Card Service on the terms and subject to the conditions set forth in this Agreement (the “**Card Service**”). The Card Service consists of the Account, the Cards and the related services described in this Agreement. The Card Service may only be used for business or commercial purposes and not for personal, family, household, or other consumer purposes. This Agreement is not binding on us until one of our authorized officers has executed it and delivered the signed copy to you.

Section 1.3 Information. Before we can make the Card Service available to you, you are required to complete a set up and implementation process and complete related forms. This process includes the selection of important features and options available with the Card Service and the designation of persons with authority to act for you (“**Authorized Persons**”). Some of this information will be entered into forms by one of our representatives. In addition, we may require information or the execution of documents at various times throughout the duration of this Agreement. You agree to provide any information and to execute documents that we reasonably require in connection with the Card Service. Additional information about, and requirements for the Card Service and various features of the Card Service may be included in reference guides and other information we provide to you in the set up process and throughout your use of the Card Service in hard copy or online (as updated from time to time, “**User Guides**”).

Section 1.4 Representatives. We rely on the information provided to us by an Authorized Person or agents, officers, employees and representatives of you or your subsidiaries (“**Representatives**”) in providing the Card Service to you. Any changes in Representatives or to the information you provide us must be promptly communicated to us and given or promptly confirmed in writing although we may, in our sole discretion, act on oral requests for changes. A change shall be effective only after we receive the proper request for such change, and we have had a reasonable opportunity to act on the request. Until then, we may rely on status of your Representatives as previously given to us, and on information that purports to have been authorized by individuals you

previously authorized. You agree that we may refuse to comply with requests from any person until we receive documentation reasonably satisfactory to us confirming the person's authority.

Section 1.5 OCAA. This Agreement is one of the Bank Agreements referred to in the Online Channel Access Agreement in effect between Customer and us (as it may be amended from time to time, the "OCAA"). The Card Services provided under this Agreement are "Bank Services" for purposes of the OCAA and this Agreement. The OCAA governs the Access Channel and Channel Services (each as defined in the OCAA) used to access the Card Services and together with this Agreement govern the Card Services provided to Customer contemplated by this Agreement. If Customer uses the Channel Services without having executed an OCAA, Customer will be nevertheless be bound by the OCAA in the form provided or made available to Customer.

Section 1.6 Channel Services. The Channel Services available in connection with the Card Services include the Admin Applications described in Section 17 of this Agreement.

2. ESTABLISHMENT OF ACCOUNT AND ISSUANCE OF CARDS

Section 2.1 The Account. Upon completion of the set up process, we will establish for you a commercial credit account ("**Account**") subject to the credit limit we impose, and issue one or more cards (or similar devices) and account numbers associated with your Account ("**Card**" or "**Cards**") to your Representatives as designated by you from time to time ("**Cardholders**") in accordance with this Agreement and our Card Service procedures. At your request, Cards may be issued in the name of a group or department, or as a Nameless Card (as described below), and we can enable you to effect transactions solely with a Card or Account number without a physical card or device. All use of such Cards or Account number and transaction are considered as effected by a Card on the Account for purposes of this Agreement. We will issue each Card for the original term indicated on the Card. Unless and until a Card has been properly cancelled, the Card is valid and may be used for transactions, and a renewal or replacement Card will be issued for it. Once issued as requested by you and subject to the provisions of this Agreement, you are solely responsible for the use of the Card and for imposing and enforcing any limits or restraints you wish to impose on a Cardholder's use of the Card.

Section 2.2 Cardholders. As part of your responsibility for your Cardholders, you agree to: (a) limit use of all Cards to business or commercial purposes on your behalf; (b) review, or cause each Cardholder to review, the Cards upon receipt to confirm that all information relating to you or the Cardholder on the Card is correct, and to notify us immediately if the information is not correct; (c) impose internal controls and procedures to prevent fraud and unauthorized use of a Card; and, (d) timely review and reconcile all Account activity and transactions as further described below.

Section 2.3 Transactions. Cards and the Account may be used to effect the purchase or reservation of goods or services and cash advances by all generally recognized means unless otherwise restricted by us including swipe, virtual card numbers (if you select this feature of the Card Service), signed seller drafts, telephone, internet entry, use of an account number or otherwise. We are not responsible for the failure or refusal of anyone to honor a Card. Subject to the express limitations set forth in this Agreement, you are responsible for all uses of a Card and Card number regardless of the means by which the transaction is effected and regardless of whether it is authorized by you or violates your internal policies, controls or restrictions. Merchant category and velocity controls, when properly implemented and used by you and reported by the merchant, can be effective in controlling transaction activity.

Section 2.4 Card Administrator. In the set up process for the Card Service, you will appoint an individual to serve as your administrator ("**Card Administrator**") with the authority to

administer and manage the use of the Card Service on your behalf as further described in this Agreement and the User Guide including the authority to issue, impose limits on and cancel Cards and accept and act on communications from us regarding the Card Service.

Section 2.5 **Customer Identification Program.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person or business entity that establishes an Account. When you establish an Account with us, you must provide us with your business entity name, principal and local (if different) address, date of establishment, employer identification number and other information. We may also seek additional information or documents. You agree that we may seek information about you from third parties to confirm your identity and for other Account related purposes. We are required to follow these procedures even if you are already a customer of ours.

3. PROMISE TO PAY

Section 3.1 **Obligation.** You promise to pay us all Obligations without deduction or set-off in accordance with this Agreement. Subject to the limitation under "**Fifth Third Use Liability Policy**" in the following paragraph, you are required to pay us whether or not the use of the Account, Card, account numbers or other incurrence of indebtedness was authorized by you. Cancellation of a Card or termination of the Account does not in any way excuse your obligation to pay for all purchases or other charges incurred against or in connection with the Account or with any Card or account number through the effective time of the cancellation or termination. As used in this Agreement, the term "**Obligations**" means: (a) the aggregate outstanding principal amount of, and all interest, fees and charges on advances made by us on or in connection with the Account, through the use of a Card, an account number or otherwise (including any interest accruing after the commencement of any proceeding by or against you under the federal or state bankruptcy, insolvency or other similar laws, and any other interest that would have accrued but for the commencement of such proceeding); (b) all of your obligations and liabilities for the indemnification of us under this Agreement; and (c) all fees, costs, charges, expenses, reimbursements and other similar obligations from time to time owing to us under this Agreement. Payment of the Account balance is due in full on the due date specified by us in the set up process unless otherwise expressly agreed by you and us in the set up process as evidenced by our implementation records ("**Payment Due Date**").

Section 3.2 **Fifth Third Use Liability Policy.** If you believe that a transaction on your Account was unauthorized, you must notify us as soon as possible but not more than sixty (60) days after the transaction in question appears on your Account Statement (as defined below). You will be required to provide us with reasonable information about the transaction to enable us to investigate the matter, and to reasonably cooperate with us in any investigation. If you do that, and the following conditions are met, you will not be responsible for the unauthorized transaction: (a) the transaction was not effected by a current or former employee or other Cardholder designated by you; (b) there are no past due obligations on the Account; and, (c) you have exercised reasonable care in safeguarding your Cards and Account from unauthorized use including that you did not provide, directly, by implication or otherwise, the right to use a Card or the Account to the person effecting the transaction, or receive any tangible benefit from the transaction. If the conditions in this paragraph are satisfied, we will credit your Account for the amount of the transaction in question and any fees and interest that may have been applied or accrued as a result of that transaction. In addition, MasterCard or other payment network associated with the Cards, if any (a "**Payment Network**") may offer a liability protection program; contact the Payment Network for additional information. We will provide a copy of the Payment Network's program literature upon request. If we have issued fewer than ten Cards in connection with the Account, your liability for a series of unauthorized uses cannot

exceed either \$50 or the value obtained through the unauthorized use before the card issuer is notified, whichever is less. The term "unauthorized use" means the use of a credit card by a person, other than the Cardholder, who does not have actual, implied, or apparent authority for such use, and from which the Cardholder and you receive no benefit.

4. PERIODIC ACCOUNT STATEMENTS

Section 4.1 **Effect.** After the close of each billing cycle, we will mail or transmit to you an Account Statement, with transactions on each Card or Account number during the billing cycle itemized separately as subaccounts on the main Account ("**Account Statement**"). You may also request in writing that we mail or transmit individual statement memos to each Cardholder at a specified address. The Account Statement will show transactions that have been posted to the Account in connection with any Card since the last Account Statement, any payments and adjustments to the Account, any fees charged to any Card or the Account, any finance charges, the outstanding balances on each Card and on the Account and the Payment Due Date.

Section 4.2 **Discrepancies.** Except for matters subject to Section 3, if there is a discrepancy between your records and the information shown on any Account Statement or other confirmation, or you discover any other error in an Account Statement or confirmation, you must notify us within thirty (30) calendar days after you receive such Account Statement or confirmation, or within such greater amount of time as may be required by applicable law. You must also follow the procedures described in the User Guide. If you fail to notify us within such 30-day period or fail to follow the prescribed procedures, you may be precluded from asserting the discrepancy against us and you will be obligated to us as provided on the applicable Account Statement. All entries in our books, records and accounts shall constitute conclusive evidence of transactions unless you furnish proof of manifest error.

Section 4.3 **Foreign Currency Transactions.** To convert transactions made in foreign currencies into U.S. dollars, the relevant Payment Network will use its then-current currency conversion rates and the procedures established by such Payment Network in its sole discretion. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is generally either a wholesale market rate or a government-mandated rate in effect on the date of the conversion, increased by the applicable conversion charge determined by the Payment Network, if any. The currency conversion rate used on the conversion date may differ from the rate in effect on the date the transaction occurred.

5. MAKING PAYMENTS

Section 5.1 **Payment Due Date.** Payment of the full amount of the Account as shown on the Account Statement is always due on or before the Payment Due Date shown on the Account Statement. The Card Service is a full pay Account - you must pay in full the amount specified on the Account Statement. Any amount of the Account balance not timely paid is subject to a finance charge as calculated by us based on the finance charge specified in the Fee Schedule.

Section 5.2 **Payments.** Payments must be made in U.S. dollars. Except for payments made by Auto Debit as described below, you are responsible for timely making payments in the form we accept for receipt at the destination we specify to you on or before the date due. Payments not delivered or transmitted in that form to that destination will not be treated as timely received. Payments received after 3:00 p.m., Eastern Time, on any business day or on a day which is not a business day will be credited on the next business day. Credit to any Card or the Account may be delayed for up to five days if the payment is not: (a) made in U.S. dollars drawn on or from a U.S. financial institution

located in the U.S. or by money order; or (b) accompanied by the proper account number and if not made electronically, not accompanied by the top portion of the Account Statement. Delayed crediting may cause you to incur additional fees and finance charges.

Section 5.3 **Debit Authorization.** Unless you and we have agreed in writing to payment by another method, all payments on the Account may be made by direct automated clearinghouse (ACH) debits to your banking account with us or another financial institution ("**Auto Debit**"). You agree to complete an authorization form required by us and you authorize us to initiate debit entries to the account with the financial institution you designate for the amount due on the Account Statement until you have properly revoked the authorization. You agree to be bound by the NACHA Operating Rules with respect to these ACH transactions. We agree to timely initiate Auto Debits for payments on the Account subject to access to and availability of funds in your bank account.

Section 5.4 **Application.** We reserve the right to apply payments and other credits to the Account in any manner that we may choose in our sole discretion. All credits for payments to the Account are subject to final payment or settlement by the institution on which the item of payment was drawn or from which the electronic payment was made. Although we may post payments as of the date we receive them, the available credit limit associated with the Account may not be restored for up to five days after we receive the payment.

Section 5.5 **Credit Balances.** Credit balances will be applied to the next Account Statement unless you and we expressly agree otherwise.

6. FEE SCHEDULE

Except as we may expressly agree in a written agreement executed by our authorized representative and delivered to you by us, you agree to pay all fees, interest and charges associated with the Account including those set forth in the Account Fees Schedule (the "**Fee Schedule**") attached to, or accompanying the executed version of this Agreement which is incorporated into this Agreement by this reference; if a Fee Schedule is not so attached or accompanying the executed version of this Agreement, you agree to pay our standard account fees, interest, penalties and charges. The Fee Schedule may be revised by us as provided in Section 19 of this Agreement. If there is any conflict between this Agreement and the Fee Schedule, this Agreement shall govern, but only to the extent reasonably necessary to resolve the conflict. Any finance charges, fees and other amounts, including penalties, assessed against the Account will be posted as direct charges to the Account and will count against the applicable credit limit until paid.

7. ACCOUNT CONTROLS

Section 7.1 **Monitoring Obligation.** You are responsible for monitoring the use of the Cards, account numbers and the Account, and detecting unauthorized or improper use. We offer online account management tools through the Channel Services to assist you in carrying out this responsibility, including access to transaction information and the means to cancel a Card or impose limits on the use of a Card.

Section 7.2 **Lost or Stolen Cards; Unauthorized Use.** You are responsible for cancelling any lost, misused or stolen Cards, Cards or the Account that you suspect may have been the subject of fraud, unauthorized use or misuse, and the Card (and associated authorization) of any Cardholder no longer authorized by you to use a Card, whether as a result of termination of employment or otherwise. You are responsible for retrieving the cancelled Card and destroying it to prevent further use. You may also cancel a Card or terminate a Cardholder's use of a Card by calling

our customer service center. **All telephone communications by you to us must be made by calling our customer service center at 1-800-375-1747 as soon as the need arises.** You understand that we will require a reasonable amount of time to act on any request made by telephone. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use in writing at Madisonville Operations Center, Issuer Disputes Dept., Mail Drop 1MO2G, Cincinnati, Ohio 45263 or by telephone at the number given above.

Section 7.3 2-Way Fraud Alerts; Our Programs. Your Commercial Card program will be enrolled in 2-Way Fraud Alerts, a fraud monitoring tool that enables Cardholders to receive real-time notifications via text message and/or email regarding suspicious transactions. Cardholders with mobile phone numbers and email addresses on file will receive free SMS alerts and emails if suspicious activity occurs on their Card account. Mobile service with Verizon, AT&T, Sprint, or T-Mobile is required in order to enroll in and receive free fraud text messages. Customers and Cardholders on other mobile service carriers and international phone numbers are not eligible. Bank, and any third party retained by Bank, is not responsible for any charges that may apply outside of the United States. We may (but are not obligated to) apply additional software programs and other techniques to detect patterns and other indications of potential fraud and unauthorized use of the Account. 2-Way Fraud Alerts and these programs and techniques are not a substitute for proper Account management and the implementation and enforcement of Card controls by you and cannot be relied upon to prevent fraud or unauthorized use. Our techniques may, however, result in the denial of a transaction, reduction of limits or other actions by us as indicated by such programs and techniques.

8. CREDIT LIMIT

Section 8.1 Establishment. We will establish an aggregate credit limit for the Account and communicate the limit to you prior to or during the set-up process. You are responsible for specifying a credit limit for each individual Card or class of Cards you request for Cardholders. You understand that you can impose and change Card limits through the Channel Services. We may refuse to authorize any transaction against a Card that would bring the total amount outstanding against the Card or against the Account as a whole to a level that would exceed the relevant credit limit.

Section 8.2 Over-limit Transactions. If we determine in our sole discretion to authorize or accept a transaction on the Account or a Card that would exceed the credit limit for the Account or that Card, we shall not be liable for doing so. If we authorize or accept a transaction which exceeds the relevant credit limit, you shall, at our request immediately pay in full the entire amount of the excess, together with any applicable over-limit charges and related fees.

Section 8.3 Changes. We may from time to time and in our sole discretion: (a) change the Account's or any Card's credit limit(s); (b) reduce the Account or Card credit limit to \$0; (c) cancel one or more Cards or close the Account; or (d) limit the number and amount of transactions on the Card or the Account. We will notify you promptly in the event we decide to take such action on the Account or a Card. While we expressly reserve the discretion described in this paragraph, except for cases of known or suspected fraud, changes resulting from regulatory requirements or where we believe there exists a risk of loss to us, we will use commercially reasonable efforts to consult with you in advance prior to reducing credit limits for the Account or any Card.

9. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

Section 9.1 **Ours.** We represent and warrant to you that: (a) we have the legal right to execute and perform our obligations under this Agreement; (b) we are duly organized, validly existing and in good standing under the laws of the United States; (c) the execution and delivery by us of this Agreement has been authorized by all necessary corporate and required governmental action; (d) the person signing this Agreement on our behalf is duly authorized to do so; and, (e) our execution, delivery and performance of this Agreement do not violate any laws, rules or regulations affecting us or the provision of the Card Service, our articles of association or bylaws, or any material agreement that is binding on us.

Section 9.2 **Yours.** You represent and warrant to us that: (a) the financial statements you have delivered or made available to us at any time have been prepared in accordance with US Generally Accepted Accounting Principles, and fully and fairly present your financial condition as of the dates of the statements and results of operations for the periods covered by the statements; all other financial information you have provided is true and correct; you have not suffered or incurred a material adverse change in your business, financial condition or operating results since the date of the most recent financial statements you provided to us; and, you are not subject to any material undisclosed liability; (b) you have the legal right to execute and perform your obligations under this Agreement; (c) you are duly organized, validly existing and in good standing in the jurisdiction in which you were organized; (d) the execution and delivery by you of this Agreement and the incurrence of the Obligations have been authorized by all necessary corporate and required governmental action; (e) each person signing this Agreement on your behalf is an Authorized Person and is duly authorized to do so; and, (f) your execution, delivery and performance of this Agreement do not violate any laws, rules or regulations affecting you or your use of the Card Service, your articles of incorporation, bylaws or similar governing documents, or any material agreement that is binding on you.

Section 9.3 **Regulation GG.** You agree not to use the Account in connection with any business of placing, receiving or otherwise knowingly transmitting bets or wagers by any means which involves the use, at least in part, of the Internet, or for any other transaction which is prohibited by Federal Reserve Regulation GG - Unlawful Internet Gambling Enforcement Act of 2006.

Section 9.4 **Financial Statements.** Except to the extent your current financial statements are timely filed with, and publicly available from the Securities and Exchange Commission, you agree to furnish us upon request with your current financial statements and other information pertaining to your business or financial condition, and operating results.

10. CONFIDENTIALITY, SECURITY AND PRIVACY

Section 10.1 **Your Obligations.** You represent that you have in place, and covenant that you will maintain in effect and enforce reasonable policies and measures to reduce the incidence of fraud and other unauthorized use of, and access to Cards and your Account and to preserve the confidentiality of your Account numbers and account access procedures. In addition, you agree to safeguard, keep confidential and not disclose to any third party the payment, pricing terms or fees for the Card Service and any Security Procedures, and to limit the internal disclosure and distribution of such information to your Representatives who have a need to know such information. You must notify us immediately if there has been a breach of your security, or any Security Procedures have been lost, stolen, compromised or misused. Notwithstanding the foregoing, the confidentiality obligations set forth in this Section 10 do not apply to the extent you are subject to freedom of information, open government or similar laws or regulations requiring you to disclose any such information.

Section 10.2 Our Obligations. We acknowledge that all non-public information we obtain from you in providing the Card Service may be confidential. We will maintain the confidentiality of such information in accordance with our normal procedures for safeguarding customer information.

Section 10.3 System Security. We have implemented policies, procedures, and controls to safeguard Customer information in accordance with applicable law including the Interagency Guidelines Establishing Standards for Safeguarding Customer Information which address standards for security, confidentiality and integrity of customer information. We are subject to periodic reviews by our federal banking regulators.

Section 10.4 Breach Incidents. We will notify Customer of security breach incidents involving Customer's information as required by and in accordance with applicable law.

11. DISCLAIMER OF WARRANTIES

We disclaim all warranties expressed or implied in connection with the Card Service, and any such warranties are hereby expressly excluded. We do not warrant that the Card Service shall be error free or that the use of the Card Service shall be uninterrupted. **YOU WAIVE ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

12. LIMITATION OF LIABILITY

YOU AGREE TO THE MAXIMUM EXTENT PERMITTED BY LAW THAT: IN NO EVENT WILL WE BE LIABLE UNDER ANY THEORY AT LAW OR IN EQUITY FOR ANY DAMAGES THAT YOU OR ANY OTHER PERSON MAY INCUR OR SUFFER IN CONNECTION WITH THE CARD SERVICE OR THIS AGREEMENT THAT ARE NOT DIRECT, ACTUAL DAMAGES RESULTING FROM OUR BAD FAITH, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PROVIDING THE CARD SERVICE; AND, WE WILL NOT IN ANY EVENT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR SPECULATIVE LOSSES OR DAMAGES (INCLUDING LOST PROFITS, GOOD WILL AND OPPORTUNITIES) EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES AND REGARDLESS OF THE TYPE OF CLAIM. Except for our subcontractors, we shall not in any event be liable for (a) any loss, damage or injury caused by any act or omission of any third party, whether or not such third party was chosen by us, (b) any charges imposed by any third party, or (c) any loss, damage or injury caused by any failure of the hardware or software used by a third party to provide the Card Service to you. In addition, we shall not be responsible for, or incur any liability to you for any failure or delay in carrying out any of our obligations under this Agreement, if such failure or delay was caused by any third party.

13. YOUR INDEMNIFICATION OBLIGATIONS

Except to the extent prohibited by applicable law, you agree to indemnify and hold us and our officers, directors, employees, shareholders and agents harmless from and against any and all losses, liabilities, actions, claims, judgments, settlements, damages, costs and expenses, including reasonable fees, expenses and costs of outside and in-house legal counsel (collectively, "**Losses**") resulting directly or indirectly from, or arising in connection with (a) our providing the Account or Cards, extending credit to you or otherwise providing the Card Service to you (other than Losses that result from our bad faith, gross negligence or willful misconduct), (b) your violation of any of your representations, warranties or covenants under this Agreement and (c) Individual Billing or the issuance by us, or use by you, of Nameless Cards (each as defined below) other than Losses that result from our bad faith, gross negligence or willful misconduct.

14. SPECIAL SITUATIONS

Section 14.1 Nameless Cards. If you request that we issue Cards without the individual Cardholder's name embossed or otherwise noted on the Card (a "**Nameless Card**"), you acknowledge that we strongly recommend against the use of Nameless Cards. Nameless Cards present, among other risks, the increased risk of loss to you from fraud and unauthorized or improper use. If you nevertheless request that we issue Nameless Cards, you assume all known and unforeseeable risks associated with the use of a Nameless Card and release us and our Representatives from any and all liability for issuing and the use of a Nameless Card.

Section 14.2 Individual Billing. If you request that we bill any Cardholder individually (a practice sometimes referred to as "**Individual Billing**"), you acknowledge that we recommend against the practice. If you nevertheless request, and we agree to send individual Account Statements to one or more individual Cardholders, you acknowledge that you are in no way relieved of any of your Obligations under this Agreement whatsoever including the obligation to timely pay the full amount due for that Card and all other Cards by the applicable Payment Due Date, as well as all applicable fees, interest and charges. You assume all known and unforeseeable risks associated with Individual Billing and release us and our Representatives from any and all liability for Individual Billing.

Section 14.3 License of Your Marks. For some of our Card programs, we offer you the ability to affix a Mark (as defined below) to a physical Card. If you wish to use this feature of our Card Service, you grant to us a non-transferable, non-sub-licensable, non-exclusive, royalty-free, worldwide license to use the trademark, trade name or service mark and related design or logo that you specify (collectively, "**Marks**") for the sole purposes of affixing it to Cards issued under this Agreement. The use and display of the Mark on a Card is subject to our requirements and approval, and the approval of the Payment Network. You represent and warrant to us that you have the right to use and license to us the Mark as contemplated by this Agreement and that the Mark, your license of the Mark and the use of the Mark on a Card do not infringe or violate the intellectual property or other rights of any third party. We agree that we will use the Marks only in the manner you authorize, and that you retain all rights in and to the Marks not expressly granted under this Agreement. Once you approve the model of the Mark for impression on a Card, you may be responsible for the costs we have incurred in producing the Card and Mark design should you not use that model.

15. DEFAULT

Section 15.1 Events. Subject to applicable law, you shall be in default under this Agreement upon the occurrence of any one of the following: (a) you fail to make any payment of any Obligation when due in accordance with provisions of this Agreement; (b) you become generally unable to pay your debts as they become due; (c) any other creditor tries by legal process to take or foreclose upon any of your assets; (d) you or any guarantor of the Obligations: becomes insolvent, is placed in receivership, is adjudicated bankrupt, or is subject to any voluntary or involuntary bankruptcy or insolvency proceeding or any assignment for the benefit of your creditors; (e) you provide us with any false or misleading material information; (f) any representation or warranty made by you in this Agreement is untrue or incorrect in any material respect or you breach in any material respect any covenant or undertaking under this Agreement; (g) you are in default of any other credit, loan, leasing or similar agreement for the extension of credit you have with us or any of our affiliates; (h) you violate any applicable law in connection with the Account or use of the Cards; (i) any guarantor or other third party that has guaranteed or assumed any responsibility for the Obligations is in default of any guaranty or similar agreement with us; or (j) we believe in good faith that your ability to pay or perform the Obligations under this Agreement has been materially impaired. You may incur fees or other

charges in connection with a default. The payment of any fee or other charge will not cure the default that triggered the fee or charge.

Section 15.2 Remedies. If you are in default under this Agreement, we may in our sole discretion, subject to applicable law take any one or more of the following actions: (i) declare all or any portion of the Obligations to be immediately due and payable; (ii) allow you to repay the Obligations according to the terms of this Agreement; (iii) immediately terminate this Agreement, the Account and any and all Cards and authorizations relating to the Account; (iv) revoke or suspend the use of the Account, reduce the Account credit limit or otherwise limit your ability to use any Cards; (v) enforce any applicable guaranty of the Obligation, (vi) liquidate any collateral securing the Obligations or any guaranty; and (vii) commence an action against you to collect all amounts owed in connection with this Agreement. You are liable for any court costs and reasonable attorneys' fees incurred by us in the collection of the Obligations.

16. TERM AND TERMINATION

Section 16.1 Term. The term of this Agreement commences on the date it is accepted and executed by us and continues until terminated by us under this Section 16 or by us or you upon thirty (30) days' written notice to the other party.

Section 16.2 Termination Rights. We may terminate this Agreement or terminate or suspend the Card Service if: (a) you are in default as provided in Section 15; (b) any person or group acting in concert that does not on the date of this Agreement control a majority of your outstanding stock acquires, directly or indirectly (whether by merger, stock purchase or issuance, recapitalization, reorganization or otherwise), a majority of your outstanding stock; or (c) the continued provision of the Card Service in accordance with the terms of this Agreement would, in the good faith opinion of our legal counsel, violate federal, state or local law or any regulation applicable to our business. We will provide notice of the exercise of our termination rights as soon as practical.

Section 16.3 Your Actions. Upon any termination of the Card Service or this Agreement, you shall: (a) promptly pay to us all sums due or to become due under this Agreement; (b) have no further right to make use of the Card Service, Account or any Card; and (c) surrender to us or destroy all Cards that have been issued to you or to any Cardholder.

Section 16.4 Effect. Termination of this Agreement, the Account or any Card does not release you or us from any of our respective obligations that arose or became effective prior to such termination; you remain fully obligated to repay all amounts owed to us under this Agreement or in connection with the Account, the use of the Cards or account numbers or otherwise. In addition, all provisions of this Agreement relating to the parties' respective warranties, representations, limitation of liability, confidentiality, proprietary rights, and indemnification shall survive the termination of the Card Service, the Account and this Agreement.

17. CHANNEL SERVICES

Section 17.1 Options. We offer several management and administrative applications ("**Admin Applications**") as part of the Channel Services associated with our Card Service. Some or all of these applications may be hosted or provided by the Payment Network or another third party and may be subject the terms of use posted through that application. You may, at your option and where available, access the Admin Applications with a single sign on from Fifth Third Direct, without additional log in requirements for that Channel Service. Updates to, and new features of, the Admin Applications and other Channel Services may be described in updates to the User Guide, and any related terms of use will be posted through the applicable Admin Applications. Updates and features offered by us,

and the related terms of use will become part of the Card Service and this Agreement upon first use by you.

Section 17.2 Administration. Use of any Admin Application is optional on your part. The Card Administrator has full authority to use all of the Admin Applications. Users are provisioned for the Admin Applications by the Channel Administrator or Card Administrator. For the sake of clarity, the term User as used in this Agreement does not include a Cardholder except as expressly noted to the contrary.

Section 17.3 Card Management. Card Management is your general Admin Application for the overall administration of your Card program. The Card Administrator and authorized Users have the ability to: designate persons who will be issued Cards and become Cardholders and establish their individual Card credit limit and spending controls; cancel a Card and change the credit limit associated with a Card; issue replacement Cards for damaged or lost Cards or to effect a name change on an existing Card; select, create and maintain templates through the Channel Services that implement available spending controls; and, obtain information and reports about, and monitor Account and Card use.

Section 17.4 Payment Platform. The Payment Platform enables the Channel Administrator and authorized Users to make payments on the Account and enables Cardholders to make payment of their respective Card balances. Payments are affected through ACH transactions authorized through the platform. Each payer making a payment through the Payment Platform is responsible for the accuracy, timeliness and completeness of the data they input into the platform and for the availability of funds in the payment account.

Section 17.5 Cardholder Portal. The Cardholder Portal ("CHP") gives your Cardholders who register to use this application the ability to access and manage their Card accounts. With CHP, users can view their account statement, update contact information, view account balances and transaction information, make payments on individual Card accounts and set alerts on notifications on their Cards. Program Administrators have the ability to manage Cardholder entities to CHP via the Fifth Third Direct CCM application.

Section 17.6 Smart Data. Smart Data (or SDG2) is an Admin Application provided by MasterCard that facilitates the reporting and management of account activity for Users and Cardholders (including their managers).

Section 17.7 Security Procedures. Access to the Channel Services for the Card Service is subject to "**Security Procedures**" as further described in the OCAA. You understand that all access to, and use of the Channel Services using such Security Procedures will be considered by us and the providers of the Channel Services for all purposes and without further investigation to be authorized by you and your Users and Cardholders, as the case may be, and that we and the other providers may act and rely upon all instructions or data transmitted to us or them using the Security Procedures.

Section 17.8 Additions and Changes. We may in the future add or change features of these Admin Applications, add new or withdraw existing Admin Applications at any time. We will provide notice of the addition or change together with any change to this Agreement related to the addition or change, through the applicable Admin Application, update to the User Guide or notice to your Channel or Card Administrator. Your first use of the Admin Application after notice of the addition or change constitutes your acceptance of the addition or change.

18. FIFTH THIRD EPAY

Section 18.1 The Solution. Fifth Third ePay is an Admin Application that provides you the ability to pay your vendors through an integrated preapproval process and virtual card numbers and includes features to integrate transaction data into your existing accounting and reporting infrastructure. Fifth Third ePay includes two solutions: "Fifth Third ePay Online" and "Fifth Third ePay Batch." These solutions are described in greater detail in the Fifth Third ePay User Guide. The use of virtual card numbers in connection with Fifth Third ePay is considered for all purposes of this Agreement to be the authorized use of a Card and the Account.

Section 18.2 MasterCard inControl™. Fifth Third ePay is based upon a license from MasterCard International of the MasterCard inControl™ platform and is accessed through an Access Channel. MasterCard also offers a direct interface to the inControl™ Platform that is not part of our Card Service; we may, however, upon request, assist in enabling a direct connection through an API-based solution to the inControl™ Platform. Any such connection may be subject to additional agreements between you and MasterCard. The inControl trademark is owned by MasterCard International.

Section 18.3 Online. Fifth Third ePay Online enables you to make payments using the Account to vendors and others to whom you wish to make payment ("**Vendors**") on an individual basis. Fifth Third ePay Online generates authorized, virtual card numbers through the platform that you give to your Vendor to enable them to authorize a payment to their account.

Section 18.4 Batch. Fifth Third ePay Batch enables you to manage your accounts payable by enrolling one or more Vendors in an automated platform to receive payment information from you. When you desire to make a payment to an enrolled Vendor, you will transmit to us a payment file that includes the name of each Vendor you wish to pay by Card and the payment amount. You can communicate payment, vendor, and confirmation information to us through an Access Channel or direct transmission as established with us in the set-up process. Based on the payment and Vendor information and your confirmation, we create a payment data sheet (encrypted for virtual card transactions) that we send by email to the email account for the Vendor contact person you specify in the set up process. The payment data sheet includes a fixed or variable (at your option) virtual card number against which the Vendor can process your payment through MasterCard as with any other Card payment. You are responsible for obtaining proper authorization from your Vendor to participate in this payment process and for the accuracy of the Vendor data, billing, and payment information you send to us. We are not responsible if the payment or account information you provide us is not accurate or timely, or if a Vendor fails to receive or act upon the email and payment data sheet we send to the email account you give us.

Section 18.5 Card Administrator. If you elect to use Fifth Third ePay, your Card Administrator will have the authority to manage this Admin Application on your behalf. In addition to any other authority they may have, the Card Administrator will be able to: (a) provision Users with the authority to request and generate virtual account numbers for making payments as part of the Card Service and establish the limits, if any on the authority of such persons; and (b) provision Users with the authority to designate and enroll vendors to whom payments may be made through Fifth Third ePay and provide us with Vendor and payment information.

Section 18.6 Additions and Changes. We may in the future add or change features of these Admin Applications, add new or withdraw existing Admin Applications at any time. We will provide notice of the addition or change together with any change to this Agreement related to the addition or change, through the applicable Admin Application, update to the User Guide or notice to

your Channel or Card Administrator. Your first use of the Admin Application after notice of the addition or change constitutes your acceptance of the addition or change.

19. AFFILIATE JOINDER

Section 19.1 Joinder. By executing this Agreement, the Customer (which for the purposes of this section shall be referred to as "Initial Customer"), each Affiliate listed below, and Bank agree that each such Affiliate shall have all of the rights and obligations of, and shall for all purposes be a party to this Agreement, as a "Customer." Additional Affiliates can be added through an addendum to this Agreement in the form required by Bank and executed by Initial Customer and Bank.

Section 19.2 Affiliate Representation, Warranty and Covenant. Initial Customer represents, warrants and covenants to Bank that (a) Initial Customer has the authority to use the Card Service on behalf of each Affiliate as permitted by this Agreement, (b) each entity signing this Agreement as an Affiliate meets the following definition of Affiliate: an entity in which Initial Customer maintains a direct or indirect ownership interest, and (c) the individual signing on behalf of the Initial Customer is duly authorized to execute this Agreement on behalf of each Affiliate. Each Affiliate hereby agrees to be bound by the terms of this Agreement for the use of the Card Service.

Section 19.3 Role of Initial Customer; Responsibility. Each Affiliate hereby authorizes Initial Customer, and Bank may rely on Initial Customer's authority, to act as agent for such Affiliate in connection with any and all matters relating to the Agreement, including, without limitation, administering the Card Service and requesting that Bank issue and cancel Cards, set Card limits for Card transactions, executing Implementation Materials (which includes, but is not limited to, any documents that facilitate the use of the Card Service, specifications, set-up and sign-up forms provided by Bank, and those completed and submitted by Customer, including electronically, and written Security Procedures, acceptance and allocation of the payment of rebates, terminating the Agreement, agreeing to modifications and amendments to the Agreement, adding new Affiliates, and receiving notices under the Agreement, which will be effective against each Customer, even if such notices and communications are sent only to Initial Customer; any and all such actions by the Initial Customer shall be binding on the Affiliates. Each Affiliate agrees that it is responsible for the payment of Fees or maintenance of required balances for the Services that it receives from Bank, and for all obligations and liabilities it incurs.

Section 19.4 Single Channel Access. Initial Customer and any Affiliate acknowledge and agree that the Security Procedures provided by Bank to the Initial Customer shall be used in order to use the Services, and that such Security Procedures are commercially reasonable for the Instructions to be provided on behalf of each Affiliate. As such, each Customer acknowledges and agrees that (a) Bank may rely upon and act on any and all communications and Instructions it receives through a Access Channel using the Security Procedures assigned to the Initial Customer and Bank's reliance shall not constitute negligence or willful misconduct or bad faith, (b) each Customer shall be bound by such use of the Card Service and any Instructions and liable for any Card transactions made using the Account of the Affiliate, and (c) Bank shall have no liability or responsibility for notifying any Affiliate with which Initial Customer shares its Security Procedures. Each Affiliate and Initial Customer understand and agree that use of the Card Service and any transactions affecting each Affiliate's Accounts may be reflected on the records of Bank as initiated by the Initial Customer.

Section 19.5 Guarantee. Initial Customer unconditionally and irrevocably guarantees to Bank the full and prompt payment and performance by each Affiliate of all obligations they or any of them may incur under this Agreement, now or in the future, including, but not limited to, obligations for Fees and indemnification. Initial Customer further agrees that unless and until the full amount owing

to Bank by the Affiliates under this Agreement have been paid in full, that Initial Customer will not exercise or enforce any right of exoneration, contribution, reimbursement, recourse or subrogation available to Initial Customer against such Affiliate. If any Affiliate's payment applied by Bank to such Affiliate's obligations under this Agreement is set aside, recovered, rescinded, or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency, or reorganization of such Affiliate), then Initial Customer's obligations and liabilities under this Agreement will be enforceable as fully as if such application had never been made. Initial Customer agrees to pay any and all such amounts upon demand by Bank. **Initial Customer acknowledges and agrees that Initial Customer's guarantee is provided for good and valuable consideration, as Bank would not have otherwise permitted Affiliate(s) to use the Card Service as permitted for and requested by Initial Customer under this Agreement without the foregoing guarantee.**

20. GENERAL PROVISIONS

Section 20.1 Merchants. We have no liability or responsibility for: (a) goods or services purchased with a Card or the Account or for any dispute you may have with a merchant or Vendor over goods or services you purchase, a merchant's or Vendor's use of a Card or Account number you give to them; (b) a merchant's or supplier's failure to accept the Card or the Account; or, (c) any failure of a merchant to seek authorization before honoring a Card. You are in all events responsible for the purchases you make with the Card or Account.

Section 20.2 Worldpay. If you are using the merchant processing services of Worldpay, LLC ("**Worldpay**"), you understand that Worldpay is a separate, independent legal entity. We are not responsible for the actions or obligations of Worldpay, or any agent or vendor engaged or used by Worldpay with respect to merchant processing services.

Section 20.3 Banking Agreements. If you are a party to our Master Treasury Management Agreement, you and we agree that the Card Services provided under this Agreement are not subject to or part of the Master Treasury Management Agreement.

Section 20.4 Amendments. We may amend, supplement or change (a "**revision**") the terms of this Agreement including the Fee Schedule at any time and from time to time as follows: by a written instrument signed by both parties; or, we may give you at least thirty (30) calendar days' prior written or electronic notice (including through website posting) of a revision and if you do not give us written notice of your termination of this Agreement before the expiration of the thirty (30) day period or the later effective date specified in such notice, you are deemed to have accepted the revision. If, however, a revision to this Agreement is, in our good faith opinion, required by law or a regulatory authority with jurisdiction over us, we will provide you notice of such revision and the revision will be effective immediately upon us giving you notice. Subject to applicable law, any revision shall apply to the outstanding balance on the Account on the effective date of the revision and to any future balances created after that date. No revision to this Agreement or Fee Schedule shall affect in any manner your obligation to pay in full all Obligations under this Agreement.

Section 20.5 Delay in Enforcement. We may at any time and in our sole discretion delay or waive enforcing any of our rights or remedies under this Agreement or under applicable law without losing any of such rights or any other rights or remedies. Even if we do not enforce our rights or remedies at any specific time, we may enforce them at a later date. For example, we may accept late payments or payments that are marked "payment in full" or with other restrictive endorsements without losing any of our rights under this Agreement or applicable law.

Section 20.6 Notice. Any written notice from you to us shall be effective once we have received the notice and had a reasonable opportunity to act on it. Any written notice from us to you

shall be effective and deemed delivered when mailed to you at your address as it appears on our records.

Section 20.7 Force Majeure. We shall not be responsible for, nor shall we incur any liability to you for any failure, error, malfunction or any delay in carrying out any of our obligations under this Agreement if any such failure, error, malfunction or delay results from causes beyond our reasonable control, including without limitation, fire, casualty, breakdown in equipment or failure of telecommunications or third party data processing services, internet disruptions, lockout, strike, accident, act of God, act of terrorism, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or an emergency that prevents us from operating normally.

Section 20.8 Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns. You may not sell, assign or transfer the Account or any of your rights or obligations under this Agreement. We may sell, assign or transfer the Account, or any balance due thereon, and our rights and obligations under this Agreement without prior notice to, or consent from you, which notice and consent are knowingly waived by you.

Section 20.9 Set-off. You agree that we may set-off any and all funds in any bank account you have with us or any of our affiliates (excluding any account expressly titled to clearly demonstrate that the account is held by you in a fiduciary or representative capacity for a third party) against or to pay any Obligation you have to us under this Agreement. We may exercise our right of set-off by debit or other means without recourse to other rights or collateral, if any, we may have and regardless of the effect on your bank account. You waive notice of the exercise of these rights to the extent permitted by applicable law. Our right of set-off is limited only to the extent expressly limited by applicable law.

Section 20.10 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the Card Service and the Account, and supersedes any prior or contemporaneous proposal, understandings, discussions or agreements between the parties with respect to the Card Service and the Account. The Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. No person or entity other than the parties, their permitted assigns, indemnified persons, our subcontractors and contractors, and the Payment Network shall have any rights under this Agreement.

Section 20.11 Electronic Execution and Consent. The parties agree that this Agreement is entered into on an interstate basis and agree that the Agreement and Card Services are subject to the Electronic Signatures in Global and National Commerce Act and may be executed and delivered by facsimile, electronic mail in PDF or similar format, or other electronic method, and that the copies or counterpart signature pages so sent shall be treated and have the same force and effect as delivery of an original with a manual signature. Customer agrees and consents that Bank may, at its option, send to Customer any record, notice, disclosure, account statements and other information via electronic means (including through a Channel Service), including information that Bank is required by Applicable Law to provide to Customer in writing. Electronic communication methods include methods Bank employs that deliver visual text or images to be displayed on a computer or mobile device screen, such as e-mail, SMS or other mobile phone text, and posting through a Channel Service. Customer consents to receive account statements and other notices from Bank electronically. Bank may, however, require that Customer deliver an original of this Agreement with a manual original signature.

Section 20.12 Severability. If performance of the Card Service in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which we are subject, and that governs or affects the Card Service or any transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the degree necessary to comply with such statute, regulation or policy, and we shall incur no liability to you as a result of such violation or amendment. If any provision of this Agreement is deemed to be illegal, invalid, void or unenforceable by a court of competent jurisdiction, or by any governmental agency with jurisdiction in such matter, such provision shall continue enforceable to the extent permitted by that court or agency, and the remainder shall be deemed stricken from this Agreement. All other provisions shall remain in full force and effect.

Section 20.13 Compliance with Law. We and you each agree to comply with, and be responsible for all applicable state, local and federal statutes, rules, regulations, orders, directives, policies and other laws, and the rules and regulations of any applicable Payment Networks or payment clearing system. Without limiting the generality of your obligations, you agree to comply with programs and regulations administered by the Office of Foreign Assets Control ("**OFAC**") and the U.S. Department of the Treasury's Financial Crimes Enforcement Network ("**FinCen**") including screening each Cardholder to insure such Cardholder is not on the list of Specially Designated Nationals or Blocked Persons maintained by OFAC and implementing measures to prevent use of the Account in violation of such programs and regulations.

Section 20.14 Governing Law; Venue. This Agreement and any claims or disputes relating to or arising out of this Agreement or the Card Service shall exclusively be governed by, and construed in accordance with, the laws of the State of Ohio, without regard to Ohio's conflict of law principles, and with applicable federal laws and regulations. You irrevocably submit to the nonexclusive jurisdiction of the courts of the state and federal courts in Ohio and agree that any legal action or proceeding with respect to this Agreement or the Card Service may be commenced by us in such courts.

Section 20.15 Waiver of Jury Trial. You agree that any suit, action or proceeding, whether as part of a claim or counterclaim, brought or instituted by you on or with respect to this Agreement or any event, transaction or occurrence arising out of or in any way connected with this Agreement shall be tried only by a court and not by a jury. YOU EXPRESSLY, KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. You acknowledge that we would not have extended credit under this Agreement if this waiver of jury trial were not part this Agreement.

Section 20.16 Headings. The Section headings used in this Agreement are for convenience only, and do not in any way limit or define your or our rights or obligations under this Agreement.

*******Signature Page Follows*******

Signature Page to Commercial Card Service Agreement

Witness, the parties have caused this Amendment to be executed by their duly authorized representative.

CUSTOMER NAME:

City of Naples

Tax ID: 85-8012621645C-0

By: [Signature]

Print name: Jay Boodhshwar

Print title: City Manager

FIFTH THIRD BANK, N. A.:

By: [Signature]

Print name: DAWN CHOATE

Print title: VP, TREASURY MGMT OFFICER

Date: January 26, 2023

By: _____

Print name: _____

Print title: _____

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

By: _____

Print name: _____

Print title: _____

This Agreement includes the following Affiliates:

Affiliate Name:

Tax ID No.:

Blank lines for Affiliate Name

Blank lines for Tax ID No.

Fee Schedule

Card Fees

Emergency Replacement Card Delivery (Overnight)	\$25.00 per card
Card Design Fees	
Standard (Recommended)	No charge
Graphic Design (one color for client log or name)	\$500.00
Custom Card (multiple colors and/or images allowed)	Varies based on requirements

Transaction Fees

Online Reporting (SDg2)	\$0.10 per transaction WAIVED
Foreign Currency Conversion Fee	2%
Cash Advance Fee	3% of total advanced (\$3.00 min.)
Cash Advance* Finance Charge	19.8% per annum

*For this purpose, a Cash Advance is a transaction in which you use your Card or the Account to (a) purchase or obtain cash or cash-like equivalents (for example, money orders, traveler's checks or similar instruments) from an ATM or other company or source; (b) conduct balance transfers (where we offer this feature); (c) conduct gaming transactions (if permitted by us); or (d) conduct similar quasi-cash transactions as specified by the Payment Network.

Account Fees

Annual Program Fee	\$250.00
(waived if >\$350,00 spend in calendar year)	
Online Card Administration (CCM)	No charge
Finance Charge Rate on Past Due Balances	19.8% per annum
Late Payment Fee	\$29.00 per month per account
Excess Credit Limit Charge	\$35.00 per occurrence
Returned Check Fee	\$35.00 per check returned
Standard File Feed (optional service)	\$1500 for setup; \$150 per month
Custom File Feed (optional service)	\$3000 for setup; \$150 per month
MasterCard® Fifth Third ePay API (optional service)	\$18,000 on-time up front
Custom Work Request & Special Project Fee	\$125/hour

CONFIDENTIAL

**FIFTH THIRD BANK****COMMERCIAL CARD REBATE AMENDMENT**

This Commercial Card Rebate Amendment ("*Rebate Amendment*") amends the Commercial Card Service Agreement (as amended from time to time, the "*Card Agreement*") currently in effect between the "Customer" identified on the Signature Page ("*you*") and Fifth Third Bank ("*we*" or "*us*"). Capitalized Terms used but not defined in this document have the meaning assigned to them in the Card Agreement.

In consideration of the mutual agreements of the parties set forth in this Rebate Amendment and your commitment to use the Cards and Account, the parties agree as follows:

1. **Definitions.** As used in this Rebate Amendment, the following terms have the indicated meanings:

"Calendar Year" means the period from January 1 of a year through December 31 of the same year; if the Effective Date is other than January 1, the first Calendar Year will be deemed to commence on the execution date of this Rebate Amendment and end on December 31 of the same year as the Effective Date, and the last Calendar Year shall be deemed to end on the date of the expiration or termination of the Rebate Term (as defined below) and to begin on the immediately preceding January 1 of the same year in which the expiration or termination occurred.

"Card Losses" mean the amount of charge-offs and other losses we incur in connection with your Account as a result of your failure to pay any amount owing on the Account as principal, interest or fees or other charges, but not including amounts not chargeable to you under the Card Agreement as a result of the Fifth Third Use Liability Policy.

"Discount Transactions" mean transactions that are subject to discount interchange rates that are less than large ticket interchange rates as established and designated by MasterCard International, Inc. ("*MasterCard*").

"Effective Date" means, if the execution date of this Rebate Amendment is the first calendar day of a month, that date; otherwise, the first day of the first full calendar month after the execution date.

"Large Ticket Transactions" or "**LTI**" mean transactions that qualify for reduced interchange rates as established and designated by the respective association (MasterCard or Visa).

"Qualified Volume" means the US dollar amount of transactions for the purchase of goods and services attributable to a MasterCard Card issued under the Card Agreement during the period of calculation excluding: (a) the principal amount of any balance transfer, cash advances or checks, credits and returns, account fees, finance charges, transaction fees, delinquency fees, over-the-limit fees, and any other fees imposed by

CONFIDENTIAL

us, MasterCard or another entity; (b) Card Losses; and (c) any other amounts not chargeable to you under the terms of the Card Agreement including by virtue of the Fifth Third Use Liability Policy or similar protection plan provided by MasterCard or otherwise. "Qualified Volume" may also be referred to as "Spend" or "Rebate Spend."

2. Rebate.

Determination. Subject to the fulfillment of the Rebate Conditions (as defined below), we will pay to you for each Calendar Year during the Rebate Term a rebate ("*Rebate*") equal to the sum of the following products:

(a) your Qualified Volume for such Calendar Year (excluding Large Ticket Transactions and Discount Transactions) multiplied by the applicable payment percentage ("*Rebate Percentage*") in the row corresponding to your total Qualified Volume (including Large Ticket Transactions and Discount Transactions) as set forth in the Rebate Table included on Exhibit A; plus

(b) your Qualified Volume of Large Ticket Transactions in such Calendar Year multiplied by the lower of (i) the Rebate Percentage for Large Ticket Transactions specified on Exhibit A and (ii) the Rebate Percentage applied under clause (a) above to your Qualified Volume; plus

(c) your Qualified Volume of Discount Transactions in such Calendar Year multiplied by the lower of (i) the Rebate Percentage for Discount Transactions specified as Exhibit A and (ii) the Rebate Percentage applied under clause (a) above to your Qualified Volume; plus

Subject to the terms of the paragraph entitled "Rebate Conditions" below, for any Calendar Year for which a Rebate is payable that is less than twelve months, your actual Qualified Volume for such period will be annualized to determine the applicable rebate tier and the actual Qualified Volume for such period will be multiplied by the Rebate Percentage in the applicable tier so determined. If you do not meet the minimum Qualified Volume level specified in the Rebate Table for a Calendar Year, no Rebate will be payable for that Calendar Year. ***This Rebate Amendment is not valid unless Exhibit A including a Rebate Table is attached or deemed attached to this Rebate Amendment at the time of signing this Rebate Amendment.***

Card Losses. There will be deducted from each Rebate otherwise payable to you the amount of all Card Losses attributable to the Calendar Year in which the Rebate was earned or any subsequent period.

Calculation. We will calculate the Qualified Volume and applicable Rebate in good faith and our determination will be final in the absence of manifest error. Your Rebate will be paid to you within the first quarter following the Calendar Year in which the Rebate was earned.

Rebate Conditions. To be eligible for the Rebate for a Calendar Year, you must: (a) maintain the Account in good standing throughout such Calendar Year by timely paying all amounts due on the Account each month in accordance with the Card Agreement and otherwise being in compliance with, and not in default under the Card Agreement; (b) continue to actively use the Account during the entire Calendar Year; and (c) not have reduced your Qualified Volume due to use of, or transition to, a competing card or service, during the 90 days

CONFIDENTIAL

following the end of the Calendar Year (other than following expiration or termination of the Rebate Term) (the "*Rebate Conditions*"). In addition, if this Rebate Amendment or the Card Agreement is terminated by you for any reason or is terminated by us as a result of a Rebate Default (as defined in Section 3), you will be deemed to have failed to meet the Rebate Conditions for the Calendar Year in which such termination occurs. If the Rebate Conditions are not satisfied in or with respect to any Calendar Year, you are not entitled to a Rebate for that Calendar Year.

Reports and Information. We will provide the calculations and supporting Qualified Volume available to us for the Rebate upon your reasonable request. You agree to provide validation and documentation reasonably satisfactory to us of any transaction or other information we reasonably request to verify or support the Qualified Volume calculation of the Rebate, and we may condition or withhold payment pending receipt of such information.

Adjustment Events. Your Rebate terms have been established based in part on certain assumptions relating to a number of external conditions including interest rate and market conditions, your financial condition, and current regulatory requirements (including interchange rates and restrictions). Should a significant change in such conditions or requirements occur, we reserve the right to adjust your Rebate terms to reflect the effect of such change on us as determined by us in good faith. We will give you not less than ninety (90) days notice of the implementation of any such adjustment.

3. Rebate Term. Unless terminated sooner as provided in this Rebate Amendment, the term of this Rebate Amendment ("*Rebate Term*") shall commence on the date this Rebate Amendment is executed and shall expire on the day immediately preceding the third anniversary of the Effective Date; provided however, that unless either party gives to the other party written notice of non-renewal of the Rebate Term not later than sixty (60) days prior to the expiration of the stated Rebate Term, the Rebate Term shall automatically be extended on a month-to-month basis until such time as this Rebate Amendment is terminated by either party upon sixty (60) days prior written notice. This Rebate Amendment and the Rebate Term terminate automatically upon the termination of the Card Agreement. We may terminate this Rebate Amendment immediately in our discretion at any time by giving you written notice (a) upon the occurrence of any default under the Card Agreement or any material breach of this Rebate Amendment by you or (b) upon any default by you in connection with any loan or advance we or any of our affiliates have made to you, or under any other indebtedness, obligation or liability you owe to us or any of our affiliates, whether now existing or arising in the future (any such event in clause (a) or (b), a "*Rebate Default*").

4. Confidentiality. During the Rebate Term and for two (2) years after the Rebate Term, you and we agree to keep confidential all information relating to this Rebate Amendment including the existence, terms and conditions of this Rebate Amendment, and to not disclose such information except to those individuals within our respective organizations with a reasonable need to know such information. Each of us acknowledges that, in the event of a breach of this Section 4, the non-breaching party will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy that the non-breaching party may possess pursuant to applicable law, the non-breaching party has the right to seek and obtain injunctive relief against any such breach in any court of competent

CONFIDENTIAL

jurisdiction. Notwithstanding the foregoing, the restrictions and obligations set forth in this Section 4 do not apply to the extent you are subject to freedom of information, open government or similar laws or regulations requiring you to disclose any such information.

5. **Effect.** This Rebate Amendment amends the Card Agreement solely for purposes of establishing a rebate opportunity for you during the Rebate Term. All provisions of the Card Agreement not inconsistent with this Rebate Amendment shall remain unchanged and in full force and effect, and are ratified and confirmed. In the case of any irreconcilable conflict between the various provisions in the Card Agreement and this Rebate Amendment, the provisions of this Rebate Amendment shall prevail to the extent necessary to resolve the conflict.

6. **Miscellaneous.** We and you each represent and warrant to each other that this Rebate Amendment has been authorized by all necessary corporate or other entity action, and that the person signing this Rebate Amendment is duly authorized to do so. This Rebate Amendment evidences the entire agreement and understanding between us with respect to the payment of a rebate to you, and supersedes all prior agreements and discussions between us with respect to the payment of a rebate to you.

*******Signature Page Follows*******

CONFIDENTIAL

Witness: The parties have caused this Rebate Amendment to be executed by their duly authorized representatives as of the date set forth below.

EXECUTED this January 3, 2023

FIFTH THIRD BANK

CUSTOMER:

By: *Dawn Choate*

City of Naples

Print name: DAWN CHOATE

By: *[Signature]*

Print title: VP, TREASURY MGMT OFFICER

Print name: Jay Boodheshwar

Print title: City Manager

By: *[Signature]*

PAYMENT TERMS: [CUSTOMER INITIAL PAYMENT TERM SELECTED]

Print name: Nicholas Hagen

Print title: Office Treasury Management Officer

30/15 _____

30/25 _____

OTHER (SPECIFY, SUBJECT TO OUR WRITTEN APPROVAL) 30/05 *[Signature]*

IF NOT INITIALED, REBATE WILL BE BASED ON 30/25

Fifth Third Bank, National Association, Member FDIC. Fifth Third and Fifth Third Bank are registered service marks of Fifth Third Bancorp.

CONFIDENTIAL

**Exhibit A
REBATE TABLE**

This Rebate Amendment is NOT valid unless the Rebate Table is attached. If, however, a Rebate Table is not attached to this Rebate Amendment but there is in effect and not superseded a Rebate proposal from us set forth in a writing signed in ink by one of our authorized representatives that has been accepted by you, signed by you in ink, returned to us by you and appears in our records, that Rebate proposal is deemed incorporated into this Exhibit A. If a Rebate Table is attached to this Rebate Amendment, that Rebate Table supersedes any such proposal.

Minimum	Maximum	Rate Term 30/15	Rate Term 30/5	Large Ticket Rate	Payment Gateway Trans Rate	Discount Trans Rate
\$250,000	\$499,999.99	0.65%	0.70%	0.50%	0.25%	0.20%
\$500,000	\$749,999.99	0.75%	0.80%			
\$750,000	\$999,999.99	0.85%	0.90%			
\$1,000,000	\$2,999,999.99	1.00%	1.05%			
\$3,000,000	\$4,999,999.99	1.15%	1.50%			
\$5,000,000	\$9,999,999.99	1.30%	1.60%			
\$10,000,000	Above	1.45%	1.70%			



FIFTH THIRD BANK

Merchant Services Powered by Worldpay

MIDDLE MARKET MERCHANT PRICE SCHEDULE TO THE BANK CARD MERCHANT AGREEMENT

This Merchant Price Schedule shall be a schedule ("Schedule") to the Bank Card Merchant Agreement between Processor, Member Bank and Merchant. As used herein, the term "Agreement" shall have the meaning ascribed to it in the Bank Card Merchant Agreement. Except for the terms defined herein, the capitalized terms herein shall have the same meaning as ascribed to them in the Agreement. In the event of a conflict between the Agreement and this Schedule, this Schedule shall control.

I. PROCESSOR TRANSACTION AND OTHER FEES:

The fees applicable to Merchant shall be assessed by Processor to Merchant on a daily, monthly and/or other periodic basis at the sole reasonable discretion of Processor and which Processor may change from time to time upon notice to Merchant in accordance with Processor's Service Delivery Process. As of the execution of this Agreement, Merchant will receive one invoice from Processor and be treated as one entity for all of Merchant's locations combined, except for interchange and certain related fees, interchange adjustments and certain other third party fees which Processor will assess to Merchant on a location by location basis. However, Merchant acknowledges and agrees that Processor, at its sole option and which Processor may change from time to time upon notice to Merchant in accordance with Processor's Service Delivery Process, may assess some or all of the fees in the Agreement to Merchant on a consolidated basis (i.e., all Merchant locations shall be combined and treated as a single entity) and/or some or all of the fees in the Agreement to Merchant on a location by location basis.

PLEASE NOTE THAT CERTAIN MCC CODES ARE SUBJECT TO UNDERWRITING FEES, WHICH ARE IN ADDITION TO THE FEES IN THE TRANSACTION FEES SECTION, AND APPEAR IN THE OTHER FEES PRICING SECTION OF THIS PRICE SCHEDULE. IF MERCHANT HAS QUESTIONS ABOUT WHETHER MERCHANT'S ACCOUNT IS SUBJECT TO UNDERWRITING FEES, PLEASE REFER TO ADDENDUM A OR ASK MERCHANT'S REPRESENTATIVE FOR MORE INFORMATION.

A. Transaction Fees:

Transactions shall include but not be limited to sales drafts, authorizations, credits, account verifications, other point of sale of transactions, etc. A sales draft submitted with an authorization is one transaction.

1. VISA/MasterCard/Discover/American Express OptBlue/PayPal Transactions

Interchange Plus Pricing

[] VISA/MasterCard/Discover (including NOVUS Network)/PayPal Transactions 0.14 % + \$ 0.05 per transaction*

(Transactions processed on any Diner's Club card presenting the MasterCard logo will be processed and billed as a MasterCard transaction. In the event that Merchant's average ticket amount is greater than that provided by Merchant to Processor, or reasonably anticipated by Processor at the commencement of this Agreement, or in the event that Merchant's processing method differs materially from that reasonably anticipated by Processor at the commencement of this Agreement, Processor reserves the right to increase the per transaction fee assessed to Merchant pursuant to this Section.

2. American Express Direct/American Express/Diners Club/ Carte Blanche Transactions \$ 0.05 per transaction .014 %

3. PIN-Based Debit (Flat Rate)* % + \$ per transaction

*Network Interchange and Switch Fees are included.

4. Pin-Based Debit (Interchange+)* 0.14 % + \$ 0.05 per transaction

*Network Fees assessed separately.

- 5. Network & Processor Access Fee [] 0.15% / Network & Processor Access Fee^1 [] 0.025% / MasterCard & Processor Access Fee^2 [] Pass-through^3

(If no box checked in this section, we will assess the default rate of 0.15% Network & Processor Access Fee)

^1 This fee will be assessed on all Visa, MasterCard, Discover, and American Express volumes and is subject to \$10 monthly minimum. We may, in our sole discretion elect to waive this fee and instead assess to you the following fees as pass-through fees (which may be as an allocation): (i) the Visa Fixed Acquirer Network Fee ("FANF"); (ii) the MasterCard Acquirer Fee; (iii) the Discover Access Fee (which may be labeled as the Discover Data Usage Fee); and (iv) American Express Access Fee.

^2 This fee will be assessed on all MasterCard volume. We may, in our sole discretion elect to waive this fee and instead assess to you MasterCard Acquirer Fee as a pass-through fee (which may be as an allocation).

^3 If this box is checked, the Visa Fixed Acquirer Network Fee ("FANF"), MasterCard Acquirer Fee, Discover Access Fee, and American Express Access Fee will be assessed to you as pass-through, which may be as an allocation, and the Network & Processor Access Fee will not be assessed.

6. Signature Merchant Location Fee \$2.50/Chain/Month

7. Monthly Discount Adjustment 0.06% of gross sales amount of each transaction settled monthly

8. Minimum Bill \$30.00/Month

9. Electronic Benefits Transfer (EBT) \$ /Month + \$ /transaction

Merchant FCS Number: _____

Merchant Card Not Present FCS Number: _____

10. All Other Transactions Quoted

B. Other Fees:

1. Processor Voice Transactions \$0.50/transaction *

*includes operator assisted voice authorizations, Processor's automated digital voice response system ("DVRS"), and other authorization systems used by Merchant and supported by Processor in accordance with its Service Delivery Process and assessed in addition to other transaction fees. Excludes gift card voice transactions.

2. Annual Fee \$199.00/MID

3. Wire Transfer Quoted

4. Transaction Risk Fee

Unless the box immediately below is checked, Interchange+ Pricing includes a Transaction Risk Fee from % up to 0.85% in addition to your Discount Rate and applies to transactions that carry a higher degree of risk as described in the Terms and

Conditions under the section heading Transaction Risk Fees.

Transaction Risk Fee Not Applicable when checked.

Processor assesses Transaction Risk Fees on certain transactions that Processor determines to carry a higher degree of risk. These higher-risk transactions may increase Processor's operational monitoring, and/or compliance obligations and costs. Factors that influence whether a transaction will be subject to a Transaction Risk Fee include whether it: (a) was key entered (i.e., the encoded card information was not read by a point of sale device); (b) was voice-authorized; (c) was not authorized; (d) was not transmitted to Processor for processing within 24 hours; (e) was a Consumer or Commercial Reward transaction, a Visa Signature transaction, or a MasterCard World Elite Card transaction; (f) was deemed a "Non-Qualifying" transaction by the Operating Regulations and/or Processor (e.g., certain foreign transactions or transactions from business, commercial, purchasing, or government Cards); (g) was difficult to capture; (h) was difficult to authorize; (i) was submitted incorrectly; and/or (j) was not eligible for the lowest interchange fee for any other reason. Additionally, Merchant's Card transactions may be subject to Transaction Risk Fees in instances where (1) Merchant's activities are outside the scope of or different from what was designated under Merchant's merchant category code or in the initial setup criteria used to establish the MID(s) associated with Merchant's account (e.g., Merchant's average ticket amount differs from what Processor used to calculate the Transaction Fee and/or Discount Rate, etc.); and/or (2) Merchant's terminal, software, or communications lines fail to function properly. The factors in this paragraph are not exhaustive and may change from time to time. The Associations require that information from the original authorization, including a lifecycle identifier, be retained and returned with subsequent authorizations and/or the settled transaction data; the Associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur Transaction Risk fees.

5. PCI Non-Validation Fee \$49.95/MID/month
(Capped at \$400/chain/month)

If Processor reasonably believes Merchant is not fully compliant with the Processor Rules, Operating Regulations (including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations), or any Laws, or in the event Merchant fails to prove such compliance upon request from Processor, Processor reserves the right to charge Merchant a reasonable fee until Merchant proves compliance with the Bank Rules, Operating Regulations, and Laws, and Merchant shall pay such amount to Processor. This fee will be in addition to any other amounts due under the Agreement, including but not limited to all fines, fees, penalties, loss allocations, assessments, registration expenses, certification expenses, and other amounts assessed by third parties.

6. EMV Non-Enabled Fee

Low Risk	0.05% of the gross sales per month
Moderate Risk	0.15% of the gross sales per month
High Risk	0.27% of the gross sales per month

The EMV Non-Enabled Fee is effective beginning October 2015 if Merchant does not have EMV enabled equipment and/or software. The EMV Non-Enabled Fee is determined based on the chargeback liability risk of your MCC as determined by us. Transactions will be evaluated monthly at the MID level and assessed at the chain level when applicable. This fee is based on the gross sales amount of each card present transaction.

7. Chargeback Service Fee
Refer to Addendum A Section A.19 for details

8. Merchants storing, transmitting or processing cardholder data need to adhere to the PCI DSS requirements and must participate in one of the following SaferPayments security bundles

SaferPayments Basic \$24.95/MID/month
(capped at 20 MIDs or \$499/month)

For Flat Rate Pricing: SaferPayments Basic is included in processing fees

SaferPayments Basic option includes PCI assessment tools and Breach Assistance. (Refer to Addendum A Section A.21)

SaferPayments Managed \$49.95/MID/month
(capped at 20 MIDs or \$999/month)

For Flat Rate Pricing: \$25.00/Month/MID
(capped at 20 MIDs or \$500/Month)

SaferPayments Managed option includes Managed PCI Support, PCI assessment tools, cyber security and compliance tools and Breach Assistance. (Refer to Addendum A Section A.21)

- 9. Application Fee \$ 0
- 10. Setup/Installation Fee \$ 150
- 11. Monthly Service Fee \$ _____/Month/MID
- 12. Paper Statement Fee \$ _____ / Month /Chain
- 13. Compliance and Regulatory Fee \$159.00/MID/year
(capped at \$3,000.00/chain)
- 14. Early Deconversion Fee \$ 295 _____/Chain
- 15. Batch Fee \$ _____/Item
- 16. Retrievals-Documentation Fee \$ _____/Item
- 17. ROAMPay \$6.95/TID/Month*

*You agree that the mobile processing service is used to accept credit transactions only (i.e. signature-based card transactions), and not PIN-Based Debit, EBT and/or gift card transactions.

- 18. Swipe Simple Basic*
Setup Fee \$ _____/MID
Monthly Fee \$ _____/Month/MID
Additional User ID \$ _____/Month/user ID

*You agree that the mobile processing service is used to accept credit transactions only (i.e. signature-based card transactions), and not PIN-Debit, EBT and gift card transactions. The Monthly Fee includes up to 5 Merchant user accounts. The Additional User Fee will be assessed for each additional user account.

- 19. Swipe Simple Register**
Setup Fee \$ _____/MID
Monthly Fee \$ _____/Month/MID
Additional User Fee \$ _____/Month/user ID

**The Monthly Fee includes up to 5 Merchant user accounts. The Additional User Fee will be assessed for each additional user account. Swipe Simple Register includes Swipe Simple Basic functionality, and is available for use only with certain equipment types in our sole discretion.

- 20. FastAccess™ Funding Program Services***
_____ % per dollar of accelerated funding
\$ _____ per deposit under such service

***The per transaction limit applicable to the FastAccess™ Funding Program Services is \$15,000.00. Daily limits also apply. Refer to Addendum A for additional details.

21. Underwriting Fee. **The Underwriting Fee applies to certain MCC codes and is in addition to other fees and charges. See below for details ***

Tier I	0.35% of the gross sales per month
Tier II	0.25% of the gross sales per month
Tier III	0.15% of the gross sales per month
Tier IV	0.10% of the gross sales per month

*Processor will assign Merchant an MCC code based on Merchant's type of business. Certain MCC codes pose a greater operation risk on Processor. Merchant will be assessed an Underwriting Fee if Merchant falls into one of the below MCC codes. Refer to Addendum A for MCC code descriptions.

Tier I consists of the following MCC codes: 4816, 5960, 5965, 5966, 5968, 5969, 6051, 6211, 7995.

Tier II consists of the following MCC codes: 4121, 4131, 5912, 5933, 5946, 5962, 5963, 5967, 5993, 7297, 7321, 9223.

Tier III consists of the following MCC codes: 4722, 5712, 5734, 5964, 7012, 7277, 7922, 7997.

Tier IV consists of the following MCC Codes: 5122, 5499, 5921, 5999, 6300.

22. Authorize.Net*

Setup Fee	\$ <u>0.00</u> /MID
Monthly Fee	\$ <u>20</u> /Month/MID
Transaction Fee	\$ <u>.05</u>

*Merchant agrees that Authorize.Net and its affiliates shall have no liability to Merchant for indirect, incidental, consequential, special or exemplary damages in connection with Merchant's use of the Authorize.Net services, and Merchant further agrees that Authorize.Net's and its affiliates' total liability for any direct damages in the aggregate, under any legal or equitable theory, shall be the fees received by Authorize.Net for provision of Authorize.Net services to Merchant during the six (6) month period prior to the date that the cause of action arose.

23. Monthly Terminal Service Fee \$ _____ /Month/TID

24. Everyday Funding Monthly Service Fee \$ _____ /MID*

*See Section 19 of Addendum A for terms and information.

C. Payment Application Data

Notwithstanding merchant's disclosure of the information requested herein, Processor cannot and does not undertake any responsibility to advise, direct or otherwise validate merchant's payment application as compliant with the Payment Application Data Security Standard (PA DSS), the PCI DSS and/or Visa's Payment Application Best Practices (PABP). Merchant hereby ensures that it has reviewed and confirmed that such application(s) comply with the PABP, PA DSS and the PCI DSS.

(i) Have you suffered a system intrusion or "hack" that resulted in the compromise of account data? Yes No

(ii) Payment Gateway (e.g. Authorize.net, etc.)
 Name of Service Provider/Gateway Authorize.net, Tender Retail, Redfin, Bridgepay, Credit

(iii) Other (please list): _____

(iv) Merchant Compliance Contact Information
 Name _____
 Phone Number _____
 Email Address (if preferred form of communication) _____

(v) Integrated Software Solution (e.g. Micros, Aloha etc.)

If not using a payment application (i.e. software) to process transactions, please mark "N/A" in the Payment Application Vendor and Payment Application Name section. Please provide all possible information regarding terminals and Integrated Software Solutions. Provide a separate document, if necessary.

Payment Application Vendor	Payment Application Name
1. _____	_____
2. _____	_____

Version No.	Last Upgrade	Type of Connection (e.g. Dial-up, Internet, etc.)
1. _____	_____	_____
2. _____	_____	_____

Quantity	Pmt Code	Unit Code
1. _____	_____	_____
2. _____	_____	_____

D. Equipment

Pricing for Equipment is for first equipment order only. Thereafter, any Equipment ordered by Merchant will be charged at Processor's standard rates unless otherwise indicated via an amendment. This includes in the event Merchant's lease application requires additional verification and/or paperwork to activate the lease and Merchant does not comply with such requirements for activation, Processor reserves the right to assess Processor's then current standard rates for Equipment and/or terminal hardware in Merchant's possession.

- 1. Environment Retail, Moto, eComm
- 2. Front-end(s) TSYS/STP
- 3. Terminals, Printers

Model	Connection Type
(i) _____	_____
(ii) _____	_____
(iii) _____	_____

Quantity	Pmt Code	Unit Price
(i) _____	_____	_____
(ii) _____	_____	_____
(iii) _____	_____	_____

E. Regional and National POS Networks

Merchant agrees to pay Processor a network access fee of \$50.00 per month per Other Network for the following networks. The Processor network access fee is in addition to all other applicable fees in this Schedule and in addition to the fees assessed by the applicable networks.

- | | |
|-------------------------------------|---------------------------------|
| Accel/Exchange Network | Armed Forces Financial ("AFFN") |
| Alaska Option Network | Credit Union 24 |
| Fleet One | Interlink |
| Jeanie | Maestro |
| Member Access | NetWorks ("NETS") |
| NYCE | Pulse |
| Shazam | STAR |
| Voyager | Wright Express |
| Electronic Benefits Program ("EBT") | Other Networks |

II. TELECOMMUNICATION FEES

Merchant agrees to pay Processor all then current telecommunications fees and assessments as imposed by telecommunications services providers, Processor, Member Bank, VISA, MasterCard, Discover, and/or Other Networks in connection with the Services Merchant receives hereunder whether incurred by Merchant, Processor, Member Bank, their affiliates and/or agents. The following telecommunications fees shall be paid by Merchant but are subject to change upon notice to Merchant in accordance with Processor's Service Delivery Process, based on increases and/or charges by telecommunications service providers, Processor, Member Bank, VISA, MasterCard, Discover, and/or Other Networks and such changes shall be automatically effective and immediately payable when assessed by Processor. Unless otherwise indicated herein or in the Agreement, the following telecommunications fees are in addition to transaction fees, and interchange and other third party reimbursements.

A. Merchant Host to Processor Host Direct Connect Port Fees:

- 1. Monthly Port Fees Quoted
- 2. Device Fee \$7.00 / terminal / month *
*Merchant POS Terminals Directly Connected to Processor Host
- 3. Diner's Club/American Express/Carte Blanche/ Check Guarantee Transactions Fee Waived
- 4. Discover Transactions Fee Waived
- 5. Other Quoted

III. NETWORK FEES

Merchant agrees to pay Processor all then current fees, fines, assessments, loss allocations, and penalties as imposed by the Associations, including interchange fees, whether incurred by Merchant, Processor, Member Bank, its affiliates and/or agents. Processor may allocate any such amounts in a manner as it deems advisable in its sole reasonable discretion. The interchange and other fees as set forth in this Agreement, on the respective Network website, or, with respect to interchange, as otherwise made available to Merchant, are, or were, in effect but are subject to change and to additional charges by the applicable Association with such changes and/or additional charges effective as determined by such organizations. Each sales transaction is evaluated separately by the applicable Association to determine the qualifying interchange and other fees. If for any reason any sales transaction submitted on behalf of the Merchant fails to qualify for the lowest interchange or other fees, Processor at its option may charge Merchant for any incremental fees or expenses. Sales transactions occurring at Merchant's locations outside the United States (when supported by Processor at its sole discretion) are subject to additional charges which shall be assessed to Merchant which shall be assessed to Merchant as imposed by the applicable Association.

IV. OPTIONAL SERVICES

- OmniFlex Services ("OF")
 - OF Setup Fee \$ _____/MID
 - OF Monthly Fee \$ _____/Month/MID
 - OF Transaction Fee \$ _____/transaction (per inquiry

to include authorization, settlement and transaction management requests (i.e. credits, reversals, etc.)
An encrypted card reader or PIN Pad is required for retail card present merchants. This fee does not include the cost of the required card reader, PIN Pad or encryption fees.
- 3Delta EC-Batch Services (Includes EC-Zone at no additional cost)
 - Set Up Fee \$ _____/MID
 - Authorization Fee \$ _____/Authorization
 - Monthly Support Fee (Includes up to 5 user Ids)

Plan A:
0 - 12,000 transactions/year/MID \$ _____/Month/MID
plus \$ _____/transaction
12,001+ transactions/year/MID As Quoted by 3Delta
A "transaction" is defined for billing purposes as an authorization attempt, forced transaction or a credit/return.

EC-Batch Integration Fee* (one time only) \$ _____/MID
EC-Batch Integration Support includes one hour of consultation with a 3Delta Systems integration specialist and a test account on 3Delta Systems test environment. Additional charges may accrue if a Merchant desires consultative and integration services. These fees will be quoted based on discussions between 3Delta and merchant.

- 3Delta EC-Linx Services (Includes EC-Zone at no additional cost)
 - Set Up Fee \$ _____/MID
 - Authorization Fee \$ _____/Authorization

Monthly Support Fee (Includes up to 5 user Ids)
Plan A:
0- 12,000 transactions/year/MID \$ _____/Month/MID
Plus \$ _____/transaction
12,001+ transactions/year/MID As Quoted By 3Delta
A "transaction" is defined for billing purposes as an authorization attempt, forced transaction or a credit/return.

EC-Linx Integration Fee* (one time only) \$ _____/MID
EC-Linx Integration Support includes one hour of consultation with a 3Delta Systems integration specialist and a test account on 3Delta Systems test environment. Additional charges may accrue if a Merchant desires consultative and integration services. These fees will be quoted based on discussions between 3Delta and Merchant.

- 3Delta EC-Zone Services
 - Set Up Fee \$ _____/MID
 - Authorization Fee \$ _____/Authorization

Monthly Support Fee (Includes up to 5 user Ids)
Plan A:
0 - 12,000 transactions/year/MID \$ _____/Month/MID
plus \$ _____/transaction
12,001+ transactions/year/MID As Quoted by 3Delta
A "transaction" is defined for billing purposes as an authorization attempt, forced transaction or a credit/return.

- Other 3Delta Fees (regardless of product used)
 - EC-Zone Item Master Database Load \$ _____/Use
 - Additional Pkg of 5 User IDs \$ _____/Month/MID
 - Individualized Training \$ _____/Hour

Individualized Training is training by a 3DSI employee for a specific merchant beyond the free online training services.

- Slim CD Services
 - Setup Fee \$ _____/Site ID
 - Slim CD Enterprise Monthly Support Fee \$ _____/Site ID
 - Slim CD Pro Monthly Support Fee \$ _____/Site ID
 - Slim CD Enterprise Transaction Fee As Quoted or \$0.10/Transaction
 - Slim CD Pro Transaction Fee As Quoted or \$0.10/Transaction
 - WEB Developers Kit \$ _____/Kit
 - POS Developers Kit \$ _____/Kit
 - Secure Hosted Page Setup Fee \$ _____
 - Account Updater Setup Fee* \$500

Bank Conversion Fee \$50.00/MID or TID
 Slim CD EMV PIN Pad Setup Fee \$100.00
 Slim CD Mobile Device Setup Fee \$50.00
 Slim CD Monthly VPN Fee \$20/device/month
 Slim CD Additional Payment Type \$7.50/Site ID/month
 * This fee is in addition to the fees specified in a Special Amendment for Account Updater Services.

Cardinal Commerce
 eCommerce Plus Setup Fee \$ _____
 eCommerce Plus Monthly Fee \$ _____/month
 eCommerce Plus Per Credit Transaction Fee \$ _____/transaction
 eCommerce Plus Per Alternative Payment Fee \$ _____/transaction

Trust Commerce
 Standard Set-Up Fee \$ _____/MID
 Standard Monthly Minimum \$ _____/Month/MID*
 Standard Credit Transaction Fee \$ _____/transaction
 Standard ACH Transaction Fee \$ _____/transaction**
 Enterprise Set-Up Fee \$ _____/Chain
 Enterprise Monthly Minimum \$ _____/Month/Chain*
 Enterprise Credit Transaction Fee \$ _____/transaction
 Enterprise ACH Transaction Fee \$ _____/transaction**
 Annual User ID Support Fee \$ _____/User ID
 Annual Payment Portal Maintenance Fee \$ _____/MID

*The Monthly Minimum will be assessed in the even the combined monthly total Credit Transaction Fee and ACH Transaction Fee is less than the amount of the Monthly Minimum.

**The ACH Transaction Fee will be assessed to merchants processing ACH transactions. ACH services are only available to merchants who have a treasury bank account with Member Bank.

Payflow Link
 Link Transaction Fee \$ _____/transaction
 Link Recurring Billing Monthly Fee \$ _____/Month/MID

Payflow Pro
 Pro Set-up Fee \$ _____/MID
 Pro Monthly Service Fee \$ _____/Month/MID
 Pro Transaction Fee \$ _____/transaction
 Pro Recurring Billing Monthly Fee \$ _____/Month/MID

Payflow Advanced Fraud Protection
 Protection Monthly Fee \$ _____/Month/MID
 Transaction Fee \$ _____/transaction

Payflow Buyer Authentication
 Monthly Fee \$ _____/Month/MID
 Transaction Fee \$ _____/transaction

FreedomPay Services*
 Setup Fee \$ _____/month/MID
 Monthly Usage Fee \$ _____/month/MID
 Per Item Fee (inc. Tokenization) \$ _____/transaction

*See Section E.17 of Addendum A for terms and information. Pursuant to Section E.17.C, acknowledgement of FreedomPay PIM (<http://corporate.freedompay.com/pim/>) required prior to activation.

Other Services (any other service not listed herein) As Quoted

V. OTHER SERVICES Per the Agreement or Quoted

In the event Merchant rents or purchases any equipment from Processor in connection with the Services, Merchant agrees to abide by all the terms and conditions of Processor's standard Addendum B which is incorporated herein. Merchant acknowledges that Processor rounds, assesses, and calculates interchange and other fees and amounts and on return, chargeback and certain other transactions retain such amounts, in accordance with its Service Delivery Process. The parties acknowledge that the Bank Card Merchant Agreement between them, as supplemented by this and other schedules, Addenda and/or Exhibits, set forth the complete and exclusive agreement between the parties with respect to the Services provided.

WORLDPAY, LLC DocuSigned by:

Signature: Nick Ashcraft
86FA4155A1524661
 Name: Nick Ashcraft
 Title: VP, Assistant General Counsel
 Date: 05-Feb-2023 | 2:41 PM EST

MERCHANT LEGAL NAME: City of Naples
 Signature: [Signature]
 Name: Jay Boodheshwar
 Title: City Manager
 Date: February 9, 2023

Minimum Services Required

- 2.1. The City is looking for innovative ideas, services, and products from its banking partner. The current banking structure may be evaluated, and recommendations may be suggested; however, the City is satisfied with the current structure. Key considerations in the proposal review will be Image Technology, On-Line Banking, Remote Deposit, Lockbox technology, Bill-Pay/IPay Technology, and Web technology, and maintain a local P.O .Box.
- 2.2. The support & file for the lockbox and Bill-Pay daily deposits must be deliverable to the City in an importable electronic format received and deposited daily.
- 2.3. If the Lockbox processing includes a third-party processor, the name, address, and three (3) professional references must be provided with the RFP submittal. A direct point of contact is required from the processor for the City of Naples.
- 2.4. Establish demand deposit accounts as may be necessary to meet the banking requirements of the City. Post deposits and withdrawals timely.
- 2.5. Process direct deposit of employee payroll.
- 2.6. Provide Courier services to City Hall to collect coins taken in by the City's parking meters.
- 2.7. Provide the City with all the necessary deposit slips and coin bags.
- 2.8. Provide the City with an accelerated float collection schedule.
- 2.9. Provide the City with all the software and training necessary to access and utilize the Respondent's online systems.
- 2.10. Provide the City with online access that equals or exceeds the safety, security, and encryption standards established by the information and technology industry.
- 2.11. Disburse funds via repetitive and non-repetitive wire transfer from an online system or if necessary telephonic request of an authorized person.
- 2.12. Accept and send all ACH transactions (payroll, disbursement and deposit) and IRS transfers and provide on-line notification of ACH deposits the same day.
- 2.13. Provide Credit Card processing.
- 2.14. Provide automated on-line balance reporting services for all City accounts. Available information should include: closing ledger, closing collected, opening ledger, opening collected, float, previous day debit and credit detail (including bankcard deposits, ZBA

- transfers), and ACH credit and debit detail. City of Naples 22-012 Banking Services - RFP 29
- 2.15. Provide ACH return & deposit return item transactions on the on-line electronic platform to access next business day or provide in other electronic form.
 - 2.16. Provide the ability to place on-line stop payments and on-line access to information regarding cleared and stop payment checks.
 - 2.17. After minimum concentration account balance requirements are met, if applicable, sweep any excess cash balances into an approved overnight investment vehicle. Respondent must submit proposals offering services based on an actual cost basis. Typically, \$5,000,000 is available for an overnight investment. Please note: the \$5,000,000 is a historical average, and going forward this may not be the case.
 - 2.18. The City currently uses Reconciliation services with Positive Pay. The City would like to add payee positive pay and investigate additional security services that may become available in the future.
 - 2.19. Provide monthly activity statements and reports for all accounts. These statements will include a monthly account analysis. The statement cutoff must be the last day of the month. Statements must be sent no later than the 10th of the following month. The City must have access to on-line month-end statements for both bank account activity and for analysis statements.
 - 2.20. Provide the City with the capability to retrieve images on-line as needed.
 - 2.21. Provide the City with capability to view check images of paid checks in a pdf format and CD ROM.
 - 2.22. Secure the City accounts with ACH Blocks and/or Filters as needed.
 - 2.23. Provide a money market account for the investment of cash not used during the course of several days.
 - 2.24. Provide the City with Remote Deposit Services. The City would like to continue using remote deposit system.
 - 2.25. The Respondent will provide overdraft protection services to the City. In the event of an overdraft, presented checks shall be paid by the bank after confirmation by the City.
 - 2.26. Provide cashing of the City-created checks at no charge to payee.
 - 2.27. Provide a dedicated Customer Service Representative to service the City's accounts.

- 2.28. Provide the City with Quarterly Treasury Review focused on new services available, and services that will streamline the current banking process as necessary.

Fifth Third Bank acknowledges the requirements listed in Section 2- Minimum Service Required and has provided responses in the corresponding sections under the Scope of Services.

Scope of Services

4.1. Bank Services

- 4.1.1. Will the bank cash checks drawn on the City's account without charge to either the City or the check payee? If not, what is this charge? Is a check cashing agreement required? If yes, include a copy with your Proposal.

Fifth Third Bank will cash checks issued by the City to their employees at no cost. This does not require an additional agreement. The employee would be required to cash the check in the lobby and provide one of the following forms of identifications:

- US State/Territory issues Drivers License older than 90 days
- US State/Territory issues Identification Card older than 90 days
- Valid Current Passport (U.S. or Foreign)
- Valid Current Passcard (U.S Only)
- Permanent Resident Card (Resident Alien/Green Card)
- Mexican Matricula Card
- U.S. Military ID

- 4.1.2. Would the bank be interested in offering a package banking, educational programs and/or special rates to the City employees? Please describe.

Financial wellness programs have an impact in the workplace. In fact, 57% of employees feel stress when it comes to managing day to day finances, 35% of Americans feel distracted by personal finances at work, and 51% of Americans are falling behind in retirement savings. Financial stress could impact workplace performance and create a reduction in productivity. By offering financial tools and guidance, such as personalized attention and goal planning, employers can make a positive difference in their employees' lives. Fifth Third's group banking program - Membership Advantage - is an effective solution for both you and your employees.

Our experience in the industry allows us to illustrate how closely our success is tied to the economic strength of the communities we serve. With over 20,000 employees and nearly 1,200 banking centers in 10 states, we are proud of our commitment to improve the lives of our customers, communities and employees.

We seek to financially empower individuals and businesses through our Membership Advantage program because it is designed to equip our communities with the knowledge and tools, they need to successfully manage their financial lives.

Fifth Third's Membership Advantage program provides exclusive financial wellness benefits and valuable financial tools at no cost to the City. Your employees and students will have the opportunity to improve their financial wellness which may help improve their workplace satisfaction and productivity ultimately rewarding you and your business. We have the ability to build a customized platform that is tailored to the needs of the City.

Fifth Third Bank Membership Advantage has three "Key Pillars" which differentiate us from other banks:

- Virtual Financial Wellness solutions- Powered through our Digital Platform
- In Person Education- One on one consultations & WebEx Classes
- Onsite activities- New Hire Orientations & Benefit Fairs

Our ultimate goal is to build a relationship with the City as a trusted advisor and partner, using our experience to address the financial wellness needs of your students and employees—both now and in the future.

Membership Advantage provides:

- Digital courses to guide employees through various financial decisions
- Convenience of having a bank professional meet your employees at work
- Personalized banking services built around your employees' goals
- Free financial empowerment seminars

The Employee Financial Education Center provides access to 40+ digital course offerings and tools available on your employee's computer, smart phone or tablet. They can learn about the following subjects at a pace and place that is most convenient to them:

- Financial Checkup
- Home Ownership
- Financial Health
- College Savings
- Investing and Planning

Fifth Third's Membership Advantage offers your organization the ability to offer an exclusive employee program with discounted banking services as outlined below:

- **Checking Products:**
 - **Momentum Checking:** No monthly service charge or minimum balance requirements plus get additional time to make a deposit and avoid overdraft fees.
 - **Early Pay-** provides access to your direct deposit up to 2 days earlier.
 - **Preferred Banking:** Exclusive program discounts and benefits with comprehensive financial solutions and dedicated service.
 - **Express Banking:** Immediate access to money and the convenience and security of a banking relationship.

- **Savings Products:**
 - **Momentum Savings:** Designed for savers who also do their everyday banking with us, this account rewards you for keeping a savings and checking relationship.
 - **Relationship Money Market:** Perfect for savers with larger balances who want to maximize the growth of their savings.
 - **CDs:** Savings tool that helps your funds grow with flexible terms at fixed rates of return for a specific period of time.

- **IRAs:** Allows you to save for retirement while enjoying some great federal tax advantages – helping you maximize your retirement savings growth.

- **Other Products:**
 - **Investments and Insurance:** The professionals at Fifth Third Securities and Fifth Third Insurance Agency work closely with you to develop a practical, comprehensive program to connect you to your financial future.
 - **Identity Alert and Identity Alert Premium:** Comprehensive identity theft protection solutions for added security and peace of mind. Fifth Third Early Access: a short-term form of credit that allows eligible Fifth Third personal checking customers to take an advance on their next qualified direct deposit.
 - **Overdraft Coverage:** options may allow payments and purchases to be made when there is not enough money in your account.
 - **Overdraft Protection:** When enrolled in overdraft protection and you overdraw your account; funds from your qualifying overdraft account will be automatically transferred to cover your transactions.
 - **Debit Cards:** Use to make purchases anywhere MasterCard is accepted. Easily access your money at more than 50,000 fee-free ATMs nationwide.

- **Credit Card:** Earn cash back rewards on your everyday purchases.
- **Truly Simple Credit Card:** Low intro rate and no annual fee.
- **Personal Loans and Lines of Credit:** perfect for consolidating debt, accessing cash or managing expenses.
- **Revolving lines of credit:** Access to available funds when needed.
- **Mortgage Loans:** Purchasing a home or refinancing an existing mortgage loan.
- **Home Equity Loans and Lines:** borrow from the equity in your home.
- **Life 360-Digital Wallet:** Digital solution that organizes all your financial accounts and information to see everything in one place.

Employees can access Group Banking services online through a customized URL, www.53.com, any Fifth Third Banking Center, our dedicated call center, or onsite through our team of relationship managers assigned to the City.

- 4.1.3. Would the employee be required to have their pay direct deposited into your bank to obtain these services?

No, we do not require direct deposit for our checking account. However, your employees can take advantage of our Early Pay solution that provides access to their direct deposit up to 2 days earlier.

4.2. Overdrafts

- 4.2.1 What are the fees and interest charges associated with overdrafts? How are these charges calculated?

Fifth Third will not charge the City for overdrafts as part of our proposed pricing structure.

- 4.2.2. Is there a fee per check or per occurrence when there is an overdraft?

Generally there is a fee per check however, this charge will be waived as part of our proposed pricing structure.

- 4.2.3. Is there a daily cap on fees? If so, what is it?

This charge is being waived as part of proposed pricing structure.

- 4.2.4. Describe the bank's policies concerning balance overdrafts. Indicate whether this is applied to each individual account or across all accounts of a client relationship.

Overdraft activity is based on the individual account activity however, the decision to pay an item is based on the entire relationship. The bank evaluates all account balances, overdraft history, and length of the relationship when

reviewing items that resulted in an overdraft to determine to pay or return the items.

4.2.5. Is wire transfer processing stopped when the intra-day-limit is reached?

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

4.3. Deposit Processing and Verification

The City collects checks at several locations throughout the City of Naples. Several of these locations such as Docks and Recreation Center will deposit checks directly into a local bank. Cash and checks are collected in the cashier's office, and then is picked up by a courier service and delivered to the bank. Based on this information please provide answers to the following questions.

4.3.1. What are the ledger cutoff times for deposits to branch and vault locations?

Deposits are credited same day if received at the financial center by the end of the business day. Vault deposits are credit the same day if received by the cutoff time of 2:00 p.m. EST.

4.3.2. Do you offer "nightly deposit bags"? What fees or costs apply? What type of deposit bags does the bank allow/require? Can these bank supplies be ordered through the bank? Does the bank charge a fee for these bags? If so, is the fee a pass through charge or is it marked-up?

Fifth Third Bank will provide banking supplies to the City at no cost. Banking supplies can include but are not limited to: tamper proof disposable style deposit bags, checks, deposit slips, deposit stamps, coin wrappers, bulk coin deposit bags, and envelopes. Fifth Third Bank will limit orders of deposit tickets, checks, and endorsement stamps to a designee appointed by the City. All supplies can be ordered through Fifth Third Bank by contacting your assigned Client Advisor, Joan Raborn.

4.3.3 Does the bank accept loose coin for deposit at branch locations or must coins be rolled? Can you supply the coin wrappers at no charge?

Fifth Third Bank requires loose coin to be rolled when depositing to a financial center. Fifth Third Bank can also provide coin wrappers at no cost to the City if needed.

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

The CPS units can be utilized for the deposit of currency notes. Since the City has outlined that the coin deposits will be phasing out, we can incorporate the coin deposits into the armored car pickup process with our CPS solution. However, if the coin deposits increase, we may require the City to implement a separate contract directly with an armored car provider for the coin deposits.

In the event the City is not interested in our Currency Processing Solution, we will require large coin and currency deposits to be transported via an armored car service to a Brinks Vault for processing.

- 4.3.4. How are deposits credited? Are the items immediately verified? If provisional credit is given, when does verification take place? If the bank corrects a deposit, how will the City be informed of this change (i.e. phone call, online notification, email)?

Deposits are credited same day if received at the financial center by the end of the business day. Vault deposits are credit the same day if received by the cutoff time of 2:00 p.m. EST. For our Currency Processing Solution (CPS), the safe transmits a deposit report to the bank at a designated cutoff time by the City. This applies to currency fed into the safe, for manual drops the deposits are posted upon verification at the vault. All adjustments are made within 24-48 hours of verification and an image of the adjustment ticket is provided on Fifth Third Direct. Additional details can also be provided by contacting your Client Advisor, Joan Raborn.

- 4.3.5. How does the bank determine and calculate availability of deposited items?

Fifth Third has many float (availability) schedules:

- Availability is determined by item and is based upon the routing and transit number of the item, the time of deposit, and the location of deposit (teller line, lockbox, etc.). For Electronic Check Clearing, Fifth Third Network, we use a fractional basis.
- On-us items deposited by clients are given immediate availability up to 11:00 p.m. ET.

- Foreign items drawn on the currency of the country (as well as USD in Canada) are sent for Collection. Collection can take 2-8 weeks, depending upon the country and response time of the bank on which it is drawn.

4.3.6. Does the bank give immediate availability for on-us items?

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

4.3.7. Provide a copy of the availability schedules the bank proposes to use for the City. Include the availability schedules for branch deposits.

The availability will fluctuate dependent upon the routing numbers of the items within the City's deposits. Fifth Third is pleased to discuss the City's current availability schedule, and available alternatives to that schedule. Accommodations can be made for high volume accounts, and accounts depositing pre-encoded checks.

The Enhanced Availability Schedule provides availability of funds based on routing number and Federal Reserve District with additional availability on the same day of deposit and day 1.

4.3.8. Are weekend or holiday deposit services available? Is there an additional fee or discount for utilizing these services?

Deposits can be made at most of our Financial Centers on Saturday between the hours of 9am-12pm. All deposits processed on Saturday will be posted to the account on the next business day. Brinks observes the same holiday schedule as the Federal Reserve but does offer weekend pickup times. Weekend service would need to be negotiated as part of your armored car contract.

4.3.9. How does the Respondent determine and calculate funds availability for deposited items?

Availability is determined on each individual item deposited and is based upon the routing and transit number of the item, the time of deposit, and the method of deposit (teller line, lockbox, etc.). For Electronic Check Clearing, Fifth Third Network, we use a fractional basis.

ECL/EDM Scheme	Day 1	Day 2
Enhanced (Default)	60%	40%
Accelerated	75%	25%
Expanded	88%	12%
Premium	95%	5%

On-us Items receive same-day (Day-0) availability.

a. Does the Respondent give immediate credit for on-us items?

On-us items deposited by clients are given immediate availability up to 11:00 p.m. ET.

b. Does the Respondent calculate funds availability by item or formula?

Availability is determined on each individual item deposited and is based upon the routing and transit number of the item, the time of deposit, and the method of deposit (teller line, lockbox, etc.). For Electronic Check Clearing, Fifth Third Network, we use a fractional basis.

ECL/EDM Scheme	Day 1	Day 2
Enhanced (Default)	60%	40%
Accelerated	75%	25%
Expanded	88%	12%
Premium	95%	5%

On-us Items receive same-day (Day-0) availability.

c. Does the Respondent use a standard schedule? Accelerated schedule? How often is it updated?

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

Standard Availability Schedule

Type of Deposit	Funds Availability
Electronic Direct Deposit, Cash, ACH Deposit, and Wire Transfers	Available on the day the deposit is received.
US Treasury Checks, Federal Reserve Checks, Postal Money Orders, and Checks (same affiliate) written against 5/3 DDA	Available on the 1 st Business day after day of deposit.
State and Local Government Checks, Cashier's/Official Checks, Certified	1 st Business day after day of deposit. MUST use special (yellow)

Checks and Non-US Postal Money Orders	deposit ticket to ensure next day availability.
Local Checks (includes certain 5/3 Checks drawn on other affiliates)	\$100 is available on the NEXT business day. Remaining funds available no later than 2 nd Business day after day of deposit
Non-Local Checks	\$100 is available on the NEXT business day. Remaining funds available no later than 4 th Business day after day of deposit.
Note: Business days do NOT include Saturday and Sunday OR Federal Holidays.	

4.3.10. Provide a copy of the funds availability schedule that will apply to deposits into the City's accounts.

The Enhanced Availability Schedule provides availability of funds based on routing number and Federal Reserve District with additional availability on the same day of deposit and day 1.

Standard Availability Schedule

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

The availability will fluctuate dependent upon the routing numbers of the items within the City's deposits. Fifth Third is pleased to discuss the City's current availability schedule, and available alternatives to that schedule. Accommodations can be made for high volume accounts, and accounts depositing pre-encoded checks.

- 4.3.11. How will the Respondent return the validated deposit to the City? Within what time frame?

For deposits made at the financial centers, validated deposit receipts can be returned within 7 business days. If the deposits are processed at one of the vault locations a consolidated deposit report can be emailed on a daily basis.

- 4.3.12. Does the Respondent identify and adjust all discrepancies?

Yes, Fifth third Bank identifies and adjusts all discrepancies.

- a. If no, at what dollar amount does the Respondent write off discrepancies?

Not Applicable. Fifth Third Bank identifies and adjusts all discrepancies.

- b. What is the standard procedure for reporting deposit adjustments? What additional options are available (e.g., copies to multiple locations)?

In the event of a deposit adjustment our standard notification process is to notify the City by mail. Images of the adjustments are also available on Fifth Third Direct, our information reporting portal. Another option is our Integrated Search service which allows the City to access images of paid checks, deposit tickets with deposited items, and miscellaneous tickets for up to 1, 7, or 10 years.

- 4.3.13. What is the Respondent's policy on receipt of tampered deposit bags?

Fifth Third Bank requires all deposits being transported by armored courier or placed in the night drop be in clear tamper proof deposit bags. This is to ensure accurate and efficient processing and to reduce the risk of fraud.

- 4.3.14. When counterfeit bills are discovered, what are the Respondent's notification and adjustment policy and process?

Fifth Third immediately forwards counterfeit bills detected during the cashing process to the United States Secret Service. A debit adjustment to the original deposit is made, and the adjustment notification provided to the client specifically lists "counterfeit items" as the reason for the adjustment.

For deposits made to a vault location, the City will be notified by mail of the adjustment. Another option is our Integrated Search service which allows the City to access images of paid checks, deposit tickets with deposited items, and miscellaneous tickets for up to 1, 7, or 10 years.

4.4. Vault Services

The City collects several hundred thousand dollars in coins each year (approximately \$48,000 annually) from the City's parking meters. The City counts the coins (quarters only at this time) bags them and a courier services deposit them at the bank.

4.4.1. Does the Respondent have an automated vault service? Describe the deposit and change order procedures, cut-off times, and other features of this system.

Fifth Third's innovation and leadership in Cash Logistics and the Smart Safe industry began over 10 years ago. What began as offering a provisional credit solution for funds deposited into couriers' smart safes has grown into a fully managed service program covering all aspects of the cash handling process. As we rapidly grew to dominate the provisional credit market, Fifth Third listened to your process concerns addressing the challenges of operating multiple user interfaces, with multiple vendors, and unresponsive customer service models, Fifth Third's Currency Processing Solution (CPS) was born out of this experience. No longer do you have to maintain relationships with the local courier, a hardware maintenance company, different banks and multiple user interfaces to manage the cash handling process.

At a high level we manage the entire solution, armored couriers, implementation, safe maintenance, customer service, purchase / lease of the hardware, provisional credit and change order fulfillment. Our dedicated customer service representatives located in our Cincinnati call center are available 24x7x365 to assist you.

Managed CPS Services include:

- Hardware (purchased or leased)
- Hardware Maintenance
- Armored Courier Service
- Fifth Third Bank's proprietary software

In addition to management of the service, the following Fifth Third components are included:

- Deposit Services - inclusive of provisional credit for verified funds deposited
- Cash Vault – Cash Deposits and Change Order Fulfillment
- Online Reporting

- 24x7x365 Support

Armored Courier cash removal and processing components include:

- Premise time included (5 minutes)
- Service Options are 1, 2, 3, 4, 5 or 6 days pick up per week and bi-weekly service
- Seven days/week is available in some markets
- Armored Courier change order preparation and delivery

Fifth Third's fully managed service solution is only one of the benefits for the City. The next and equally important benefit is Fifth Third's expertise in Cash Logistics. We provide a comprehensive advisory approach consulting with companies and organizations similar to yours with large, complex requirements. Our approach to client engagement allows us to create a customized solution that works within your budgetary constraints and exceeds your cash logistic requirements and expectations.

Each vault site offers a Voice Response Unit (VRU) to our clients for coin and currency orders and to obtain deposit information. A detailed instructional guide for accessing the VRU is provided during the implementation process. Coin and currency orders must be placed no later than 10:30 a.m. EST on the day prior to the scheduled service day.

- 4.4.2. Will the Respondent offer Courier Service? Will it provide this service to the City? If so, what is the cost of this service?

Fifth Third Bank will only provide armored car service as part of our Currency Processing Solutions (CPS). The City would be required to establish a contract with an armored car provider directly if not utilizing our CPS solution.

- 4.4.3 Based on the City's volume of cash would the courier need to go to a cash vault?

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

The CPS units can be utilized for the deposit of currency notes. Since the City has outlined that the coin deposits will be phasing out, we can incorporate the coin deposits into the armored car pickup process with our CPS solution. However, if

the coin deposits increase, we may require the City to implement a separate contract directly with an armored car provider for the coin deposits.

In the event the City is not interested in our Currency Processing Solution, we will require large coin and currency deposits to be transported via an armored car service to a Brinks Vault for processing.

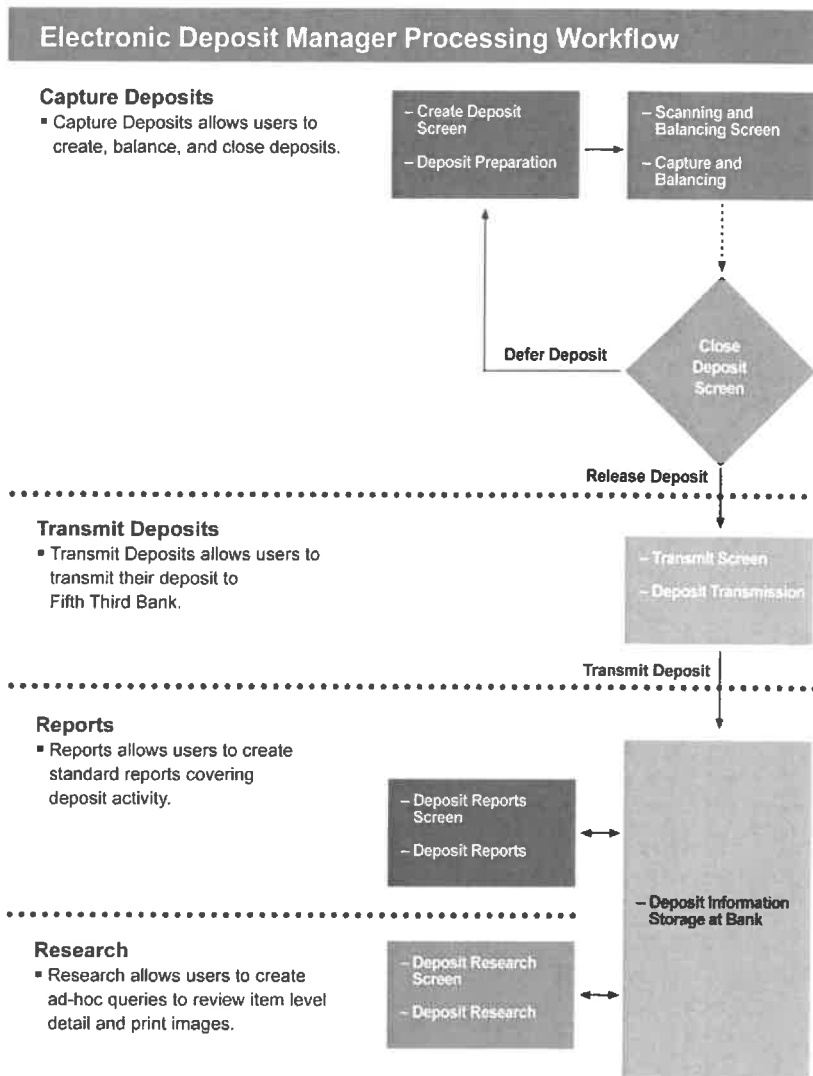
4.5. Remote Deposit Capture

4.5.1 Describe the bank's ability to process checks by Remote Deposit Capture (RDC)?

Fifth Third's Electronic Deposit Manager (EDM) solution includes a simple five-step process, shown in Figure A below, to deposit checks and deposit management from the customer's desktop. The user first signs into the EDM solution using a unique logon ID and password. The second step is deposit preparation. The deposit preparation is similar to what the user does today, including creating a control (tape) total and deciding into which account the funds will be deposited. Once the preparation is complete, the user scans the checks and makes any adjustments necessary. The user ensures the deposit is in balance and finally transmits the deposit to the bank.



The figure below provides additional insight into the EDM Process



4.5.2. When does your RDC service require that deposit totals be entered before or after scanning checks?

Fifth Third’s EDM solution requires the deposit total be entered prior to the scanning of checks, creating a balanced deposit and reducing the number of deposit adjustments.

4.5.3. Is there a limit to the number of checks that can be contained in a single deposit?

There is no limit to the number of checks that can be included in a single deposit. However, for balancing and reconciliation purposes, it is recommended that deposits are limited to 250 checks.

4.5.4. Does your service allow for multiple deposits in a single day?

Yes, Fifth Third's solution allows as many deposits as needed by a location in a single day.

4.5.5. How will the City be notified of deposit corrections and/or adjustments?

The City will be notified of deposit corrections and/or adjustments via Fifth Third Direct, our secure Internet portal, or by mail advice. Fifth Third Direct offers fast, direct, and single-point access to crucial cash flow information.

4.5.6. Describe the process used for balancing and correcting deposits transmitted to your institution.

Once all items are scanned, the total of scanned items is compared to the control total entered prior to the scanning of checks. The EDM solution displays any difference in totals and allows the user to view the image of each item and compare the scanned amount of the check to the amount on the image. EDM allows the user to adjust the amount field to ensure that the amount captured is equal to the amount shown on the image. The deposit must balance prior to transmission.

4.5.7. Does your service offer the ability to adjust data using recognition technology Magnetic Ink Character Recognition (MICR), Optical Character Recognition (OCR), Intelligent Character Recognition (ICR) that was not captured correctly by a scanner? If yes, please describe. If no, does this service allow the addition, deletion and rescanning of checks during both the correction and balance functions?

Yes, Fifth Third's EDM solution provides the ability to adjust data not captured correctly by the scanner. EDM allows for the addition, deletion, and rescanning of checks while correcting and balancing the deposit.

Based on customer feedback, Fifth Third Bank looked for a solution that could read the MICR line using the most effective scanning technology. With the sophistication of the OCR/ICR scan, Fifth Third's solution provides one of the best-read rates in the industry, resulting in fewer edits required by our customers.

- 4.5.8. What equipment would the bank recommend? What is the price for this equipment? What is the current error rate for the scanners?

Fifth Third Bank recommends Digital Check scanners. The model will be based on the volume of checks deposited on a daily basis per location. We recommend Digital Check scanners due to their low error rate and product reliability. The scanners that are available and pricing have been provided in Attachment 8: Proposed Fees.

- 4.5.9. Can checks be automatically endorsed with the RDC service? Is the automatic endorsement an electronic image or printed on the check?

Fifth Third's EDM solution offers the ability to virtually endorse all checks, eliminating the need to print endorsements on the physical check. This provides a quicker, cleaner process. In addition, this process reduces the cost of check processing by eliminating the need for ink cartridges for the scanner. The endorsement is customizable for each account set up in the City's EDM solution.

- 4.5.10. What are the peak transaction times? How does this affect the system's response time?

The peak processing window for EDM is typically between 3:00 to 5:00 p.m. EST. We leverage multiple architecture lanes across our application layers, allowing the system to load balance as activity dictates. This structure is scalable as we continue to grow the product, and we maintain 30 percent additional capacity.

4.6. Return Item Processing

- 4.6.1. Can returned items be automatically re-deposited? If so, how many times and at what cost?

Fifth Third's standard process for returned deposited items is to charge the item back, upon receipt, to the account of original deposit account without representing the item. Fifth Third Bank does offer the option to automatically re-deposit items returned for insufficient (NSF) or uncollected funds (UCF). The cost associated with re-depositing items is outlined in Attachment 8: Proposed Fees.

Items can be represented with the following options:

- One paper re-presentation
- One RCK re-presentation
- One paper re-presentation followed by one RCK re-presentation
- One RCK re-presentation followed by a second RCK re-presentation

- 4.6.2. Does the re-deposit policy for returned ACHs differ from the policy for paper checks? If so, how does it differ?

Fifth Third Bank offers the option to automatically re-deposit ACH items returned for insufficient (NSF) or uncollected funds (UCF). Items returned for insufficient funds can be redeposited up to two additional times, with zero to five days between presentments. If a paper check is returned it can be automatically re-deposited and the City will not see a debit in their account until the item has been returned on the final representation. If an ACH item is returned, it is charged back to your account, and then re-presented via the ACH processing network. The re-presented item is then posted to your account.

The City can receive notification of re-deposited items via return transmission or ACH Transaction Management, which is part of Fifth Third Direct.

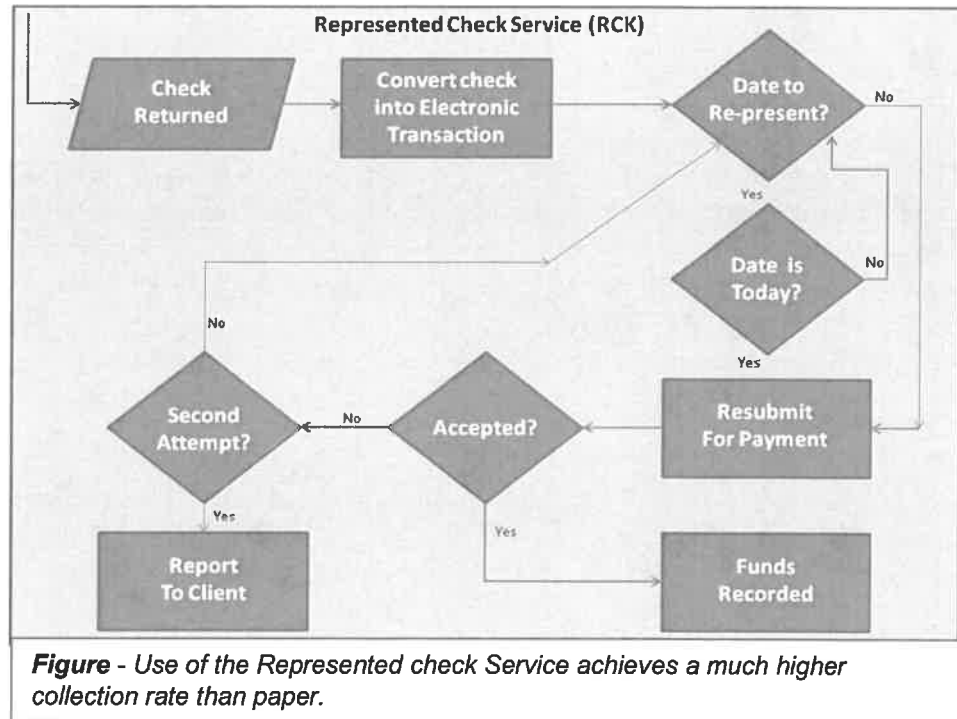
- Information on returns is available on a next-day basis.
- The ACH reports that we provide through Fifth Third Direct identify re-deposited items as "TO BE REDISTRIBUTED," and CPU-to-CPU ACH return files can also identify re-deposited items.

ACH Transaction Management provides a comprehensive history, including re-presentation activity, of actions taken on a particular transaction from origination to final return.

Return items are received twice daily from ACH and are memo posted to the City's account at the opening of business on the settlement day of the return. ACH returns are reported to customers through the following methods: Electronic, NACHA Returns, FAX, and Information Reporting service. Fifth Third Bank also offers ASC X12 827 transaction reporting.

- 4.6.3. Does the bank offer Represented Check Entries (RCK) services?

Fifth Third Bank provides a represented check service (RCK) for returned checks. RCK converts a returned item into an electronic transaction that will use the ACH network in which to collect. Two re-presentments are offered for RCK. RCK also offers the customer the ability to selectively time RCK re-presentments (ex: every Friday). The figure below shows the decision flow available through RCK.



Items can only be represented in the following combinations:

- One paper re-presentation only
- Two RCK re-presentation
- One paper re-presentation followed by one or two RCK re-presentation
- NACHA rules only permit consumer checks less than \$2,500 to be converted at this time.
- NACHA rules require that notice be made to the consumer prior to checks being converted.
- Fifth Third, along with our partner Unexchange, offers a free solution for RCK re-presentation with automated collection of fees.
- NACHA currently allows for two electronic re-presentation attempts after the item is returned.
- Each return is presented on your statement and is available on Fifth Third, Returns Management with details about the return if we cannot collect on the item on image replacement document (IRD) will be returned to you.
- Fifth Third will maintain electronic copies of the original deposit and the return for seven years.

- 4.6.4. Can the bank provide a detailed return item transaction to the City? Can this report identify the payer's name, depositing location, deposit date and the type of item being returned? Can information be available on electronic platform to access next business day or provide in other electronic?

Fifth Third offers several optional reporting vehicles for returned deposited items:

- Returns Reports via Fifth Third Direct: Provides summary, detail, and chargeback information on returned deposited item activity on a next-business-day basis. Returns Reports via Fifth Third Direct include details on both re-presentments and chargebacks, and are maintained for 45-days.

Summary, detail, and chargeback information can be viewed or printed; however, the information cannot be exported or manipulated. Optional fields include:

- ✓ Maker name
 - ✓ Location / store number
- Returns Management via Fifth Third Direct: Provides summary, detail, and chargeback information on returned deposited item activity on a next-business-day basis. Returns Management includes details on both re-presentments and chargebacks, and reporting is maintained for 6 months.

Returns Management via Fifth Third Direct also includes:

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

Optional fields include:

- ✓ Maker name
- ✓ Location / store number
- ✓ Check date
- ✓ Original deposit date: not available to Consolidated Returns Management clients since Fifth Third may not be the bank of first deposit.

An optional CD-ROM service is available for clients subscribing to Returns Management. The CD-ROM is mailed to the City no later than the 15th business day of the month for the prior month's activity.

- **Returned Deposited Item Transmissions via Fifth Third Direct:** For high volume accounts with more than 2,500 returned deposited items per month, detailed information on all returned deposited item activity is available on a next-business-day basis for retrieval and upload into accounts receivable applications. The transmission includes details on both re-presentments and chargebacks, and each item is transmitted as a separate detail record.

Transmissions of returned deposited item activity can be customized to the City's specified format, based upon the requirements of their accounts receivable application. Transmissions always include the following fields:

- ✓ MICR line (routing/transit number, account number, and check number)
- ✓ Return reason code
- ✓ Dollar amount
- ✓ Sequence number, which is an internal tracking number used by Fifth Third Returns Operations Department in case of customer inquiry.

Optional fields available for inclusion in the transmission are:

- ✓ Check date
- ✓ Original deposit date
- ✓ Location/store number
- ✓ Maker name

- 4.6.5. Can the bank provide online access to electronic images (back and front) of returned items to the City? Can information be available on electronic platform to access next business day or provide in other electronic?

The City will have the ability to see the image via Returns Management the next-business-day. Returns Management via Fifth Third Direct: Provides summary, detail, and chargeback information on returned deposited item activity. Returns Management includes details on both re-presentments and chargebacks, and reporting is maintained for 6 months.

Returns Management via Fifth Third Direct also includes:

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

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

Optional fields include:

- Maker name
- Location / store number
- Check date

4.7. Check Disbursement/Positive Pay

- 4.7.1. Does the bank offer Positive Pay and Payee Positive Pay? Is there an additional charge for Payee Positive Pay versus Positive Pay?

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

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

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

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

The cost for Payee Line Verification is provided on Attachment 8: Proposed Fees.

4.7.2. How would the City need to transmit check issuance information to the bank?

Clients using Bank Maintained Positive Pay are required to transmit check issue information to Fifth Third Bank as often as they issue checks and in the bank's standard format. We also offer Client Maintained Positive Pay (Reverse Positive Pay) which would allow you to maintain your issue file internally without transmitting to the bank. Client Maintained Positive Pay allows you to review all checks presented each day and return fraudulent items within the Regulation CC check return timelines.

4.7.3. What is the deadline for the transmission of check issuance files to the bank?

Clients using Bank Maintained Positive Pay are required to transmit check issue information to Fifth Third Bank as often as they issue checks and in the bank's standard format. All daily files should be transmitted to Fifth Third Bank by 5:00 p.m. EST.

4.7.4. How frequently can transmission files be uploaded to the bank for issuance of additional checks and/or recently voided items? Is there a limit to the number of files per day?

There are no frequency limitations with Positive Pay transmissions. There is no limit on the number of files submitted on a given day. We do request that files for a single account be spaced approximately 15 minutes apart to provide us an optimal amount of time to process the previous file and avoid potentially overwriting input files. If more than four files are transmitted, each additional file will overwrite the first files received.

4.7.5. Does the bank offer the ability to manually enter one-time check disbursements issued outside of the regular batch file? Please describe.

Yes, our Fifth Third Direct: Issue Management is an Internet-based data entry tool for manually entering check issues and voids. Manual input (check issues or deletes) can be executed through Fifth Third Direct's Issue Management module until 7:00 p.m. ET for nightly processing. Manually inputted items are incorporated into the check issue file at midnight that evening and will reflect and the teller line the next day.

4.7.6. Does the bank provide automatic file receipt acknowledgements? If so, how is the acknowledgement transmitted?

Yes, Fifth Third Bank offers an automated Issue File Confirmation for customer notification. Also, immediately upon receipt from the City, a pre-post edit runs for all check issue files to determine if any discrepancies exist in the file that would

cause it to fail in the nightly batch posting process. This allows Fifth Third Bank to work proactively with the City to secure an accurate file. Timely receipt and processing of customer check issue files ensures an efficient process for next-day scrubbing, reconciling, and positive pay decisioning, as well as to post all issue file information to the teller line for Positive Pay validation of teller cashed checks.

- 4.7.7. How will the City be notified of exception items? Can an e-mail be sent to specific users alerting them that there is an exception item to review?

Fifth Third Bank's Check and ACH Positive Pay services offer email notification of unrecognized checks or ACH debits.

- 4.7.8. Will an image of the exception item be available for viewing in the email or would the user be required to log into the bank's website?

Due to security, check images are not available through email. The user would be required to log into Fifth Third Direct to view check images for exception items.

- 4.7.9. What time will the City receive the information on exception items? How much time will the City have to review discrepancies and notify the bank to accept or reject?

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

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

- 4.7.10. Does the bank offer a "do not pay" default?

Yes, Fifth Third Bank offers the default option of return or pay for exception items.

- 4.7.11. Can stale-dated checks be reported as exception items?

Through our Bank Maintained Positive Pay the City can elect to have stale dated items reported as suspect item, or select a default disposition on the items to pay or return. This is aside from the account level disposition.

- 4.7.12. Is Positive Pay required for all demand deposit accounts, even on accounts with no check writing functionality? Can accounts be designated as "post no checks" to prevent potential fraud? What is the cost to make this account designation?

Fifth Third Bank does not require Positive Pay services however, it is recommended to protect the City from fraudulent check activity. Fifth Third Bank offers a Check Block service to protect the City against unwanted check clearing activity. Check Block is recommended on accounts with no check writing

functionality. The pricing for the service is provided on Attachment 8: Proposed Fees.

- 4.7.13. Does the bank offer Teller Positive Pay? If so, can the City use positive pay services without Teller Positive Pay?

Yes, Fifth Third Bank offers Teller Line file verification as part of our Positive Pay service. Fifth Third processes all issue files within a 15 minute window and posts the issues to the Teller Line on an intra-day basis accordingly. In the event a check is presented at the teller line and it does not match the check issue file on record, the teller will contact the City for approval prior to negotiating the item. The following Positive Pay Services are automatically implemented with Teller Line Positive Pay.

- Bank Maintained Positive Pay – Next day fraud prevention services by matching posted items to the client's check issue records. Exception items are presented to you through Fifth Third Direct.
- Payee Name Verification – This enhanced Positive Pay service mitigates fraud on the check payee line
- Perfect Posting Positive Pay – Eliminates encoding errors and offers expanded decision windows over traditional positive pay

The City can opt not to utilize the Teller Line Positive Pay feature however, it does put the City at risk of fraudulent items being cashed. There is also an additional fee of \$125.00 for each account that does not utilize this feature.

4.8. Stop Payments

- 4.8.1. What term options are available for online stop payments? What are the fees for stop payment requests for various terms?

Stop payments can be placed through our online portal Fifth Third Direct and are effective for 6 months. Through our Bank Maintained Positive Pay the City can opt to have stops placed indefinitely as a part of utilizing the bank's Account Reconciliation and Positive Pay services. The cost for this service is provided on Attachment 8: Proposed Fees.

- 4.8.2. Are stop payment requests effective immediately? If not, how long does it take for a stop payment request to become effective?

Yes, stop payments are effective immediately and report directly to the teller line.

- 4.8.3. Will the system automatically verify if a check has been paid before processing a stop payment?

Yes, stop payments are compared against six months of check clearing activity prior to placement. The City will be notified if checks have paid prior to the stop payment order and have the option to proceed with or cancel the stop request.

- 4.8.4. Can stop payments be automatically renewed? If so, how long? What are the associated fees for each renewal, if any?

Fifth Third Bank does not offer an automatic renewal on stop payments, but through our Bank Maintained Positive Pay the City can opt to have stops placed indefinitely as a part of utilizing the bank's Account Reconciliation and Positive Pay services.

- 4.8.5. What is the cost associated with voiding checks?

There is no cost to the City for voided checks submitted within the check issue file or manually inputted into Issue Management.

4.9. ACH Processing

- 4.9.1. What term options are available for online stop payments? What are the fees for stop payment requests for various terms?

Stop payments can be placed through our online portal Fifth Third Direct and are effective for 6 months. Through our Bank Maintained Positive Pay the City can opt to have stops placed indefinitely as a part of utilizing the bank's Account Reconciliation and Positive Pay services. The cost for this service is provided on Attachment 8: Proposed Fees.

- 4.9.2. What ACH transmission options are available?

For files transmitted via Direct Send transmission, Fifth Third supports the following encryption methods:

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

The City also has the ability to upload ACH files through our Fifth Third Direct portal. Fifth Third will consult with the City to determine the most effective and efficient delivery method, based upon the City's specific needs and objectives.

- 4.9.3. For outgoing ACH transmissions, what options are available in transmitting Addenda information (i.e. CCD, CCD+ and CTX)? Is there any special processing requirements or can this information be added to the NACHA file? Are there any additional costs associated with sending Addenda information?

Common SEC Codes* and Addenda Records

SEC	Maximum Number of Addenda Records	Mandatory or Optional
CCD	1	Optional
CTX	9,999	Optional
PPD	1	Optional
WEB	1	Optional

** Complete information on SEC Codes, the maximum number of addenda permitted for those SEC codes, and those addendas' content may be found in the ACH Rules.*

Addenda information can be provided with all file types. The cost for this feature is provided on Attachment 8: Proposed Fees.

- 4.9.4. In what ways can the City gain access to Addenda information (i.e. CCD, CCD+ and CTX) for incoming ACH transactions? Can this information be viewed online with current and previous day reporting or does the City need to download special EDI reports? Are there any additional costs associated with receiving Addenda information?

Fifth Third supports the reporting of ACH addenda record and EDI transactions. This information can be received via FTP or Fifth Third Direct Reports module. The human readable addenda report is available through Fifth Third Direct's Reports module at no additional charge. If the City chooses to have the addenda information transmitted in an EDI file there is an additional charge of \$150 per month per account plus \$0.0918 for every 80 characters within the file.

- 4.9.5. What are the transmission deadlines for ACH files? When does the bank need the file from the City for payments to be made by 12:01 a.m. but no later than 8 a.m. on Friday morning? When are funds debited from City accounts?

Fifth Third Bank recommends submitting ACH files no later than 6:00 p.m. EST (Eastern Standard Time) Monday through Friday to allow enough time should processing errors be encountered. The Bank will accept direct send files up until 10:00 p.m. EST. The off-setting debit will post to the respective account on the effective date of the file.

Payment Initiation Cutoff Times	
ACH- Direct Send Book Transfer (Same Day Settlement) Next Day Settlement 2 or more Days Settlement We also offer, as a premium service, an 11:30 p.m. cutoff.	10:00 p.m. EST
ACH- Internet Book Transfer (Same Day Settlement) Next Day Settlement 2 or more Days Settlement	8:00 p.m. EST

- 4.9.6. What would happen to a file if the City exceeded its daily exposure limit?

In the event the City exceeds their daily ACH limit the file, the Relationship Manager or ACH Officer on duty at the time the file is submitted would be contacted for approval.

- 4.9.7. How would the City communicate ACH control to the bank (i.e., phone call, online, email)? Is the City required to submit a control total for an ACH batch?

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

Any payment file that is sent via direct transmission must be authenticated before it can be processed. Authentication requires the re-entry of the total dollar amount to ensure the correct file was transmitted. We ask that you verify file totals within

15 minutes of transmitting the file. This procedure serves as a dual control prior to file processing.

Authentication can be provided in one of three ways:

- Fifth Third Direct File Authentication Module
- Telephone / VRU
- Electronic Control Totals – automated file verifying totals

For Fifth Third Direct Portal file confirmation, online file receipt verification is sent once the file has been accepted by the application.

- 4.9.8. Does the bank provide automatic file receipt acknowledgements? If so, is the acknowledgement transmitted?

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

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

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

For Fifth Third Direct Portal file confirmation, online file receipt verification is sent once the file has been accepted by the application.

- 4.9.9. How are returned and rejected ACH transactions handled? Can notification about rejected ACH transactions be emailed to the City or available the same day on the electronic platform? What information does the bank provide to assist in identifying returned and rejected ACH transmissions?

Returns and Notifications of Change (NOC's) are reported on Fifth Third Direct, ACH Transaction Management, and through direct transmission. Redeposited items are included in the reports as well. Information is available on a same-day basis.

The following information is provided: effective entry date, date of return, dollar amount, payee name, account number, routing number, original trace number, and return or change code.

With our ACH Direct Send service, The City can also choose to receive an Advice File which reflects the number of entries transmitted successfully along with a Fed reference number for research and tracking.

4.9.10. If the bank provides ACH debit blocking, what level of filtering can be applied (originator, originator & dollar amount, etc.)?

Fifth Third currently offers an ACH debit blocking service that can block all debit entries from processing to a City’s account.

Fifth Third also offers a filter function with ACH Transaction Control that allows transactions with customer-approved originator company IDs to debit accounts. Blocked Transaction Reports are also available with ACH Transaction Control to show what items have been blocked and are unavailable for processing.

Fifth Third Bank also offers an ACH Positive Pay service, which provides self-service tools to establish both blocks and filters, as well as review exception items. Filters can be created based on the originators company ID and then a maximum threshold amount for the transaction. An email notification is sent to the client to inform them that exception items exist. The client then has the opportunity to review the unrecognized ACH debits and make a decision to either pay or return the items. The first decision window is 8:00 a.m. to 12:00 p.m. EST. The second decision window is noon to 8:00 p.m. EST.

Benefits of several ACH services are shown in the table below.

ACH Transaction Control	
Feature	Benefit
<ul style="list-style-type: none"> Choose to block all ACH debits or filter transactions by definition of allowable debits Allow transactions with customer-approved company IDs to debit accounts Determine the originators, SECs, and maximum dollar amounts permitted or prohibited from posting to an account 	<ul style="list-style-type: none"> Reduction in losses with fraud control Better risk management Increased control through informed decision making
ACH Positive Pay	
Feature	Benefit
<ul style="list-style-type: none"> Ability to make decisions regarding acceptance or rejection of unauthorized entries 	<ul style="list-style-type: none"> Reduction in losses with fraud control Better risk management Increased control through informed decision making

- 4.9.11. With ACH debit blocking, does the bank notify the City of attempts to debit funds that have been automatically rejected?

Blocked Transaction Reports are available with ACH Transaction Control to show what items have been blocked and are unavailable for processing. We do not offer an email notification with ACH Block or ACH Transaction Control.

- 4.9.12. Does the bank offer ACH Positive Pay (ability to make pay / no pay decisions on unidentified ACH transactions)?

Yes, ACH Positive Pay is an Internet-based service similar to Check Positive Pay, the City will have the ability to decide whether an ACH item should be paid or returned. ACH Positive Pay service is designed to:

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

Fifth Third Bank's ACH Positive Pay service offers email notification of unrecognized ACH debits. A report is available of transactions that have been returned as unauthorized transactions via the Reports and Statements Module.

- 4.9.13. Does the bank offer/support NACHA's Secured Vault Payments also referred to as Online Banking ePayments?

Fifth Third Bank can accept all properly formatted NACHA files regardless of the source. For payments made via a consumer bill payer site we offer Electronic Lockbox to accept the electronic payments. The cost associated with the Electronic Lockbox has been provided in Attachment 8: Proposed Fees.

- 4.9.14. Can the bank provide online access to incoming ACHs that fail to be processed? How soon after an ACH fails can the information be accessed?

With our ACH Direct Send service, The City can choose to receive an Advice File which reflects the number of entries transmitted successfully along with a Fed reference number for research and tracking. Information is available on a same-day basis.

4.10. Wire Processing

- 4.10.1. Describe the process of initiating wire transfers electronically.

Our Wire Transfer Services through Fifth Third Direct can provide the City a reliable, secure, and immediate method for transferring domestic or USD international payments along with detailed routing and transaction information.

All users are issued a User ID and Password, which are maintained in Fifth Third Bank's Data Security System. Upon every login, the User ID and Password combination is authenticated against Fifth Third's Data Security System. Fifth Third Direct also retrieves a profile from the data security system that details the services and accounts for which a user is authorized. Enhanced Authentication is also employed.

All System Administrators and users with payment initiation and approval rights are also required to use a token to provide two-factor security. This keychain-sized device displays a random six-digit code that the user enters in conjunction with his existing Fifth Third Direct ID and password at time of login.

Once the user has logged into Fifth Third Direct they can initiate the wire transfer by selecting payments and then the appropriate receiver. This will then reflect if there is a template stored for this receiver for initiation. If no template is found then the user will enter the appropriate information and submit it for processing. The City can initiate wire transfers as needed, or up to ten days in advance. You can also wire standing orders automatically, according to a pre-arranged schedule.

- Repetitive wires – Use repetitive wires to make frequent transfers to the same credit party. We store templates with the receiving party's pertinent information, so that all you have to do is fill in the dollar amount and date at the time of the transfer request.
- Non-repetitive or free-form wires – With non-repetitive or free-form wires, the debit and credit party vary for each item. A higher level of security is usually required for these transactions.
- Drawdown wires – Drawdown wires are typically requests made by a client to initiate a wire transfer to debit another account held by the company either within Fifth Third Bank or at another bank. Clients primarily use these transfers for concentration purposes.

4.10.2. What is the cutoff time for same day wire transfers?

Payment Initiation Cutoff Times	
Wire Transfer - Domestic Fedwire	5:30 p.m. EST
Wire Transfer - USD International	4:00 p.m.
Wire Transfer International Same Currency	2:00 p.m.

Wire Transfer - Canadian Branch/Canlink (Same Day)	4:00 p.m.
---------------------------------------------------------------	------------------

If a wire is generated by your Client Advisor the cut off time is 4:30 p.m. EST.

- 4.10.3. If wire transfers can be initiated online, describe the system's security features. Can varying degrees of authorization be set (i.e., multiple authorizers, maximum dollar amounts, etc.)?

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

- 4.10.4. Does the bank offer Universal Payment Identification Codes (UPICs)?

No, the Bank does not currently offer UPIC.

- 4.10.5. Does wire processing require approval step done by someone other than the person initiating the wire?

Fifth Third strongly recommends that all customers implement Dual Control over wire initiation but it is not required. Dual Control requires two separate users to process wires: one to originate and a second, separate user, to approve. Dual control provides an additional hurdle to cyber attackers, preventing access to your computer, and offers clients enhanced internal risk management.

- 4.10.6. Does the bank have the ability to create templates online for reoccurring wires?

Yes, the City has the ability to create templates through Fifth Third Direct for reoccurring wires. We store templates with the receiving party's pertinent information, so that all you have to do is fill in the dollar amount and date at the time of the transfer request.

4.10.7. Does the bank have the ability to process a fedwire to pay Federal Payroll Tax Form 941?

Yes, the City has the ability to send wires for Federal Payroll tax through our ACH Tax Module.

4.10.8. What Fee (if any) is charged for wire processing (Both Sending & receiving).

All fees associated with wire processing have been outlined in Attachment 8: Proposed Fees.

4.11. Statements and Documents

4.11.1. How soon after the cutoff date are the following items ready?

	Online	Mail
Bank Statements	1st day after the statement cut off time.	Mailed within five business days after the statement cycle cut-off
CD-ROMs	n/a	Mailed within six business days of the designated cut off time
Partial Reconciliation Information	Posted within six business days of the designated cut off time.	Mailed within six business days of the designated cut off time
Full Reconciliation Information	Posted within six business days of the designated cut off time.	Mailed within six business days of the designated cut off time
Account Analysis Statement	10 th day after the statement cut off time.	Mailed within 72 hours after analysis is processed.

4.11.2. What technology would you recommend the City to use for archiving historical data (i.e. receive both CD-ROMs and online access, CD-ROMs only, online access only)?

Fifth Third Bank would recommend utilizing our Integrated Search module which is available on our Fifth Third Direct portal. Integrated Search can provide 1, 7, or 10 years of archived information related to the City's accounts. Another option is to an image file transmission to be downloaded for future research and archival purposes. Image capture of all paid checks and deposits for the City can be provided on a daily, weekly or monthly basis through Image File Transmission. Paid check and deposit images are available within 2 business days after the end of the calendar month.

- 4.11.3. Are electronic images stored on the bank's online reporting system? If so, how does the bank charge for this service (per item viewed / per item loaded)?

Yes, the Fifth Third Direct portal provides 6 months of historical images. There is a charge per items for the data being loaded into Fifth Third Direct. The cost associated with this service is provided on Attachment 8: Proposed Fees.

- 4.11.4. How long electronic images for are deposited and disbursement items stored on the reporting system available for customer access? Are longer retention options available? If so, what are the costs for longer retention periods?

The Fifth Third Direct portal provides 6 months of historical images. Our Integrated Search module can provide 1, 7, or 10 years of archived information related to the City's accounts. The cost associated with this service is provided on Attachment 8: Proposed Fees.

- 4.11.5. Can historical images be sent by transmission to the City for archival purposes (i.e. a full fiscal year)? If so, please provide applicable pricing.

Image capture of all paid checks and deposits for the City can be provided through Image File Transmission. The transmission may have to be sent in multiple transmissions depending on the size of the file to provide a full fiscal year of images. The fees for check and deposit imaging have been provided on Attachment 8: Proposed Fees.

4.12. Reconciliation Services

- 4.12.1. Does the bank offer full and partial Account Reconciliation Program (ARP) services? Discuss options.

Yes, Fifth Third Bank offers a full range of Account Reconciliation Program (ARP) services. The use of ARP services is optional, but recommended.

All of the following types of transactions can be included in your full reconciliation file and we have found oftentimes, they provide efficiencies for our clients (the indicator to the right is customizable):

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

Our partial reconciliation file does not include the outstanding check issues. Full and Partial sample reports have been provided under Tab 6.

4.12.2. What report options are available for full and partial reconciliation? Provide Sample Reports.

All of the following types of transactions can be included in your full reconciliation file and we have found oftentimes, they provide efficiencies for our clients (the indicator to the right is customizable):

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

Our partial reconciliation file does not include the outstanding check issues. Full and Partial Reconciliation sample reports have been provided under Tab 7.

4.12.3. Describe the bank's deposit reconciliation services. How are daily deposits reported?

Fifth Third Bank offers Deposit Reconciliation which is an indispensable tool for clients that have multiple depositing entities making deposits into a single depository account. You benefit from the enhanced reporting of Deposit Reconciliation, which includes summary breakdowns at the depositing location level.

Deposit Account Reconciliation users have two methods of receiving deposit information. The first and standard method is through a collection of paper reports. These reports detail all aspect of account activity including deposits, miscellaneous debits and credits, and daily list post reports. Deposit Account Reconciliation reports coincide with your DDA statement cycle. Most Deposit Account Reconciliation customers take advantage of the daily or monthly electronic deposit files. These files contain all deposit activity for the given cycle. Deposit files may be used to automatically "record" deposit activity, effectively reducing the amount of time and effort employees expend on manually checking off monthly statements. Deposit adjustments will include the original depositing location information for reconciliation.

- 4.12.4. Are the systems integrated for check, ACH and wire transfers? If so, describe. If not, discuss any plans to do so.

Yes, Fifth Third Bank offers Integrated Receivable which takes all of your various receivables channels and combines them into a single file transmission.

- 4.12.5. Describe how reconciliation data is transmitted to the City.

Fifth Third supports the following file transmission methods:

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

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

4.13. Account Analysis Statements

- 4.13.1. Provide a sample account analysis statement.

A sample account analysis statement has been provided under Tab 7.

- 4.13.2. Are account analysis statements available online? How many prior months are available? Can the account analysis details be downloaded into Microsoft Excel?

Account Analysis statements are available on the 10th business day of every month and can be retrieved either through a direct send file or by downloading through our Internet portal, Fifth Third Direct. Through Fifth Third Direct the City has the ability to access 18 months of analysis statements. Alternate delivery methods are direct transmission, or EDI 822. Analysis statements accessed through Fifth Third Direct can be downloaded in PDF format, Microsoft Excel download is not available.

- 4.13.3. Will the bank assess FDIC, FICO or other balance based charge to the City? If so, what is the current charge for an entire year on a \$1,000,000 balance? How is this charge computed? Is this charge assessed on ledger or collected balances?

Yes, the Deposit Administration is \$0.06 per thousand based on the average collected balance for the month. Based on a monthly balance of \$1,000,000 for 12-month period the charge would be \$720.

Calculation: $\$1,000,000 / \$1,000 \times \$0.06 = \60 per month. The cost is also provided on Attachment 8: Proposed Fees.

4.14. Online Reporting

- 4.14.1. Are there any limits on the number of City users that could have access to the bank's online website?

Fifth Third Direct does not have a limitation on the number of users that can have access to the system.

- 4.14.2. What levels of authorization(i.e.,accounts viewed, transaction capabilities, etc.) can be permitted or turned off for individual users?

Only your System Administrators have the ability to create users within the Fifth Third Direct portal. The Administrator is also responsible for deactivating users. Users can only be deactivated in some modules, however, users can be deleted in the base portal, Fifth Third Direct and are thus unable to access modules. There can be multiple administrators in the Fifth Third Direct portal.

Administrator(s) can be designated as:

- **Administrator Only:** Individual can grant permission to other users for any service but does not have the capability of performing those services themselves.
- **Administrator/Service Only:** Individual can only grant permission to other users for selected services versus all services.
- **Administrator/User:** Individual can grant permission to other users and perform functions within the system.

Dual administrators can be established and System Administrator Activity Reports can be accessed for the prior six months of activity.

The Administrator can also establish Divisions and Groups to which global system entitlements can be assigned. Administrators can then in turn assign the following to the Divisions and Groups:

- Separate administrators
- Various system users

Changes to users – additions, deletions, mediations – take effect immediately.

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

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

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

When setting up a new user identical to another user that administrator must create that user from scratch. In a future enhancement, the ability to copy another user without the manual re-input of information will exist.

All System Administrators and users with payment initiation and approval rights are also required to use a token to provide two-factor authentication. This keychain-sized device displays a random six-digit code that the user enters in conjunction with his existing Fifth Third Direct ID and password at time of login.

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

- 4.14.3. What transaction types are reported in previous day reporting? What previous day reports are available? Provide samples of previous day balance and transaction reports.

All transactions types are available for inquiry and reporting within Fifth Third Direct. Debit and credit transactions include:

- Account Transfer Credits and Debits
- Incoming and Outgoing Wires
- ACH Credits and Debits
- Disbursing Credits and Debits
- Return Items
- ZBA Credits and Debits
- Miscellaneous Credits and Debits
- Lockbox deposits
- International Transactions
- Fees
- Deposits
- Checks
- Cash Letter Credit

A sample report has been provided under Tab 7.

4.14.4 Does the bank's deposit reporting system report electronic transactions (i.e., ACH wire) as well as paper documents?

Fifth Third's online capabilities are delivered through our Internet platform, Fifth Third Direct. This sophisticated, single sign-on portal provides fast, secure Internet access to all your business accounts. Services and modules include Treasury Management, International, Credit, Investment, and Securities. Treasury Management services available via Fifth Third Direct include Information Reporting, ACH transfers, Wire Transfers, Book Transfers, Stop Payments, ACH Transaction Management Returns Management, Positive Pay with Image, Account Reconciliation Issue Maintenance, ACH Positive Pay, Remote Deposit and Image Wholesale and Retail Lockbox Reporting.

All transactions types are available for inquiry and reporting within Fifth Third Direct. Debit and credit transactions include:

- Account Transfer Credits and Debits
- Incoming and Outgoing Wires
- ACH Credits and Debits
- Disbursing Credits and Debits
- Return Items
- ZBA Credits and Debits
- Miscellaneous Credits and Debits
- Lockbox deposits
- International Transactions
- Fees
- Deposits
- Checks
- Cash Letter Credit

Robust, customized reporting for the City is provided via Fifth Third Direct (Online Banking Portal) to meet your specific needs by selecting from several criteria and formatting options. The City can generate up-to-the-minute reports on prior day balance and detail; as well as, payments, user activity and permissions.

The City can download historical data. A few of the flexible export options include the ability to select or specify:

- Report Header and Footer Information:
 - Portrait or Landscape Page Orientation
 - 2 levels of sort options (e.g., Date within Credit/Debit)
- Format options:
 - PDF – Controlled Page breaks, headers and footers
 - HTML – Easy to view quickly online
 - CSV – Export to Excel or other Professional Financial

- Management software
 - o BAI v.2
 - o Text Delimited

4.14.5 What time is previous day information available?

Please refer to the following chart for reporting times – all times are Eastern Time.

Fifth Third Direct Data Availability and Cutoff Times (all times ET)	
Prior Day Information Data Availability	
Fifth Third Accounts	6:00 a.m.
Canadian Branch/Canlink	7:30 a.m.
Domestic Multibank (via Data Exchange)	6:30, 7:30, 10:00 a.m., 3:30 p.m.
International Multibank (via Citibank Infopool)	11:00 a.m.
Multi-Currency (via Citibank)	9:00 a.m.
Intra Day Information Data Availability (Fifth Third Bank Accounts)	
ACH	7:00 a.m., 1:00, 7:00, 9:00 p.m., 12:00 a.m.
Controlled Disbursement	
First Presentment	8:30 a.m.
Second (Final) Presentment	10:00 a.m.
Check Detail	11:30 a.m.

Wire Transfer	7:15 a.m. - 8:30 p.m. (every 5 minutes)
Wholesale Lockbox	10:00 a.m., 1:00 p.m.
Cash Letter	8:30 a.m., 1:00 p.m.
Data History Retention for Information Reporting	
Prior Day	6 Months
Intra Day	45 Calendar Days
Stop Payments Initiated	60 Calendar Days
Paid Check History	6 Months
Wire Transfers Initiated	60 Calendar Days
ACH Batches Initiated	60 Calendar Days
Payment Initiation Cutoff Times	
ACH	8:00 p.m.
Wire Transfer - Domestic Fedwire	5:30 p.m.
Wire Transfer - USD International	4:00 p.m.
Wire Transfer International Same Currency	2:00 p.m.
Wire Transfer - Canadian Branch/Canlink (Same Day)	4:00 p.m.
Stop Payments	10:00 p.m.
Account Transfer - DDA or SAV	9:00 p.m.

Account Transfer - Commercial Loan	7:00 p.m.
------------------------------------	-----------

4.14.6 In what file formats can data be downloaded?

A few of the flexible export options include the ability to select or specify:

- Report Header and Footer Information:
 - Portrait or Landscape Page Orientation
 - 2 levels of sort options (e.g., Date within Credit/Debit)
- Format options:
 - PDF – Controlled Page breaks, headers and footers
 - HTML – Easy to view quickly online
 - CSV – Export to Excel or other Professional Financial Management software
 - BAI v.2
 - Text Delimited

4.14.7 What protocols are available for transmission of prior data with the City's servers retrieving the file from the bank servers? (The information transmitted, prior day data and transactions, are then uploaded into the City's ERP System, SAP.) Are these files transmitted by FTP? How early can these files be retrieved?

All of the following types of transactions can be included in your full reconciliation file and we have found oftentimes, they provide efficiencies for our clients (the indicator to the right is customizable):

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

Fifth Third supports the following file transmission methods:

- FTP over a VPN
- Secure File Transfer Protocol (SFTP or FTP using SSH) – Requires the exchange of an SSH key

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

Daily paid check files are transmitted to our clients by 7:00 a.m. ET. Monthly paid check files are transmitted by 8:00 a.m. within six-business days after receiving the last complete issued check file; or as negotiated otherwise with our client during implementation.

4.14.8 What transaction types are reported in current day reporting? What current day reports are available? Provide samples of current day balance and transaction reports.

Please refer to the table below for types of transactions and time of availability. Samples have been provided under Tab 7.

Intra Day Information Data Availability Deadline (Fifth Third Accounts Only)	Account Management (Eastern Time)	Corporate One / Metavante BAlv2	Direct Send
ACH	7:00 a.m.; 1:00, 7:00, & 9:00 p.m.; 12:00 a.m.		
Controlled Disbursement			
First Presentment	8:30 a.m.		8:30 a.m.
Second Presentment	10:00 a.m.		10:00 a.m.
Check Detail	11:30 a.m.		
Wire Transfer	Every Five Minutes; 7:15 a.m. – 8:30 p.m.		
Wholesale Lockbox	10:00 a.m., 1:00 p.m.		10:00 a.m., 1:00 p.m.
Cash Letter	8:30 a.m., 1:00 p.m.		8:30 a.m., 1:00 p.m.

4.14.9 Can electronic reports be customized by users within the bank’s online platform?

The Fifth Third Direct provides our clients and their investment managers a wide variety of standard reports along with the ability to create custom reports. Each standard report can be downloaded into Excel. Clients can use the report writer capability to create custom reports. Reports can contain up to 200 data elements. Drag-and-drop report design capabilities make ad hoc reports simple to develop, and can be saved and shared by other users. In addition, you can view electronic

versions of the monthly hard copy statements, as well as graphs depicting account breakdown.

4.14.10 Can electronic reports be scheduled to be generated automatically and emailed to designated users?

Fifth Third Direct does not have the ability to email reports to clients due the confidential information within the reports.

4.14.11 How many business days of balance history are stored on the reporting system for previous day reporting? If there are differences in formation available for current day and previous day reporting, how many business days of balance history are stored on the reporting system for current day reporting? Are longer retention options available? Please indicate related costs. Please provide sample reports.

Prior day information is available for 6 calendar months. Current day information is available for 45 calendar days. Additional history is available through our Integrated Search module for a period of 1, 7, or 10 years. The cost associated with Integrated Search and Fifth Third Direct are provided on Attachment 8: Proposed Fees.

The chart below provides an overview of the information available with Intra Day Reporting

Intra Day Information Data Availability Deadline (Fifth Third Accounts Only)	Account Management (Eastern Time)	Direct Send
ACH	7:00 a.m.; 1:00, 7:00, & 9:00 p.m.; 12:00 a.m.	
Controlled Disbursement		
First Presentment	8:30 a.m.	8:30 a.m.
Second Presentment	10:00 a.m.	10:00 a.m.
Check Detail	11:30 a.m.	
Wire Transfer	Every Five Minutes; 7:15 a.m. – 8:30 p.m.	
Wholesale Lockbox	10:00 a.m., 1:00 p.m.	10:00 a.m., 1:00 p.m.
Cash Letter	8:30 a.m., 1:00 p.m.	8:30 a.m., 1:00 p.m.

4.2.15 Overnight Investment Vehicles/Interest Bearing Accounts and Earnings Credit Rates

4.15.1 What short-term investment vehicle(s) or interest-bearing account does the bank propose to use for the overnight investment or sweep of the City’s demand deposit accounts?

To maximize the earnings on the City of Naples’s deposits Fifth Third Bank would like to offer the following banking structure.

Public Funds NOW Account

- This account type allows a portion of the funds to earn an earning credit rate to offset service charges, and all excess funds would earn interest.
- Fifth Third Bank is proposing an earnings credit rate of 100 bps with an interest rate of Fed Funds Target Rate minus 25bps on the excess funds.
- This account will post interest in the middle of the month after final service charges have been calculated. Interest is not compounded daily.

The earnings credit rate is a managed rate based on the current market conditions and is subject to change.

Based on the proposed 100bps and the proposed service charges the City will have excess balances that will earn interest at Fed Fund target minus 25 bps. This solution does not require the City to sweep funds or maintain a separate account.

4.15.2 Does a reserve requirement apply to the proposed option?

No, Fifth Third is waiving the reserve requirement for the City.

4.15.3 Does an FDIC assessment, deposit based fee, or similar fee apply to the proposed option?

Yes, Fifth Third is proposing a Deposit Administration Fee at a discounted rate of \$0.06 per \$1000.

4.15.4 Provide investment return history for the last 12 month period for each option proposed. Show the yield for each month.

The interest rate history for a 12 months period has been as follows:

2022	ECR	Interest
January	10bps	10bps
February	10bps	10bps
March	10bps	10bps
April	10bps	10bps

May	15bps	15bps
June	15bps	30bps
July	30bps	30bps
August	30bps	40bps
September	30bps	43bps
October	30bps	50bps
November	30bps	50bps

Fifth Third Bank is proposing an earnings credit rate of 100 bps with an interest rate of Fed Funds Target Rate minus 25bps on the excess funds.

- 4.15.5 If a sweep is proposed, what time of day is the sweep deadline? Is it end- of-day or next-day sweep?

Fifth Third Bank is proposing a Public Funds NOW account structure which does not require the City to sweep funds or maintain a separate account.

- 4.15.6 What fee (if any) is charged to sweep funds into the proposed investment vehicle(s)? How is the fee calculated?

Fifth Third Bank is proposing a Public Funds NOW account structure which does not require the City to sweep funds or maintain a separate account.

- 4.15.7 If the bank is proposing a money market mutual fund, provide a copy of the current prospectus and, if multiple classes are offered, identify the class of shares, including ticker symbol or CUSIP. The bank must confirm any investment proposed meets the allowable investments for public funds in the State.

A prospectus is not applicable, a Public Funds NOW account is a Commercial Deposit account type which meets the allowable investment requirements for public funds in the State.

- 4.15.8 Does the City have the option of compensating the bank on either a fee or balance basis? Is the pricing the same for either option? If not, what is the difference?

Fifth Third Bank is proposing a Public Funds NOW account structure that will earn 100bps on the average collected balances in earnings credit, and an indexed rate tied to the Fed Funds Target rate minus 25bps for the interest. The earnings credit rate is a managed rate based on the current market conditions and is subject to change.

Based on the proposed 100bps and the proposed service charges the City will have excess balances that will earn interest at Fed Fund target minus 25 bps.

4.15.9 What is the current Earnings Credit Rate (ECR) being offered to the City?

Fifth Third Bank is proposing a Public Funds NOW account structure that will earn 100bps on the average collected balances in earnings credit.

4.15.10 Does the bank guarantee this ECR for the term of the contract? If not, how long is this ECR valid? Please denote if this is a fixed ECR or a floor.

Fifth Third Bank is proposing a Public Funds NOW account structure that will earn 100bps on the average collected balances in earnings credit, and an indexed rate tied to the Fed Funds Target rate minus 25bps for the interest. The earnings credit rate is a managed rate based on the current market conditions and is subject to change.

4.15.11 How is your bank's earnings credit rate determined, adjusted and applied? Include in the explanation the impact of the bank's reserve requirement, the formula for converting service charges to balance requirements.

Fifth Third Bank is proposing a Public Funds NOW account structure.

- This account type allows a portion of the funds to earn an earning credit rate to offset service charges, and all excess funds would earn interest.
- Fifth Third Bank is proposing an earnings credit rate of 100 bps with an interest rate of Fed Funds Target Rate minus 25bps on the excess funds.
- This account will post interest in the middle of the month after final service charges have been calculated. Interest is not compounded daily.
- Example Hybrid Calculation
 $\$50.12$ (analysis charges) / $\$224.58$ earnings credit = 22.32% of earnings credit used
 $100\% - 22.32\% = 77.68\%$ (remaining portion of investable balance that qualifies for interest earned)
Investable Balance $1,366,072.30 * .7768 = 1,061,164.96264$ (rounded to 1,061,164.96)
 $\$1,061,164.96 \times 0.14988$ each day = $\$4.34556$
 $\$4.34556 \times 31 = \134.712 (interested credited to account)

For the earnings credit, the investable balance is calculated by taking the average ledger balance for the month and subtracting the average float. Once this is calculated the balance is multiplied by the earnings credit rate.

The bank's Earnings Credit Rates are benchmarked to current money market conditions, as well as competitive rates. The ECR is applied to average monthly positive collected balances net of reserves (investable balances). Reserve requirement is being waived as part of our proposal.

- 4.15.12 Provide the bank's earnings credit rate history in the last 12 month period. Show the yield for each month.

The earnings credit history for a 12 months period has been as follows:

2022	ECR	Interest
January	10bps	10bps
February	10bps	10bps
March	10bps	10bps
April	10bps	10bps
May	15bps	15bps
June	15bps	30bps
July	30bps	30bps
August	30bps	40bps
September	30bps	43bps
October	30bps	50bps
November	30bps	50bps

Fifth Third Bank is proposing an earnings credit rate of 100 bps with an interest rate of Fed Funds Target Rate minus 25bps on the excess funds.

- 4.15.13 Can an "annual" settlement period be used to review balances for deficiency or excess? If not, what time frame do you propose (i.e., monthly, calendar quarter, etc.)?

Fifth Third Bank does not offer the option to review balances on an annual basis for excess or shortages to calculate earnings credit rates. It is calculated on a monthly basis.

4.2.16 Disaster Recovery and Control

- 4.16.1.1. Describe the bank's electronic data procedures and/or manual system used to provide banking services along with backup and recovery capabilities, in the event of a disaster.

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

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

storage space to support the requirements of our critical applications. Recovery procedures are tested at this site on a periodic basis.

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

Your Relationship Manager, Treasury Management Officer, and Client Advisor serve as the primary contacts in the event that the City cannot operate from its own facilities.

4.16.2. Are off-site facilities strategically located away from each other in the event of a disaster?

Yes, Fifth Third maintains a data center in Florence, Kentucky and a back-up data processing hot site in Grand Rapids, Michigan.

4.16.3. How quickly can the "hot" site be implemented in case of an emergency?

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

4.16.3.1. Provide a description of the controls in place to insure the integrity of the funds transfer system.

Since Fifth Third Bank owns and maintains the hot-site facility; it is available for our exclusive use 24 hours a day, 7 days a week. In addition, Fifth Third maintains agreements with several vendors for additional or short-term access to equipment, in the unfortunate event of disaster. These agreements are specific to the product operational area (ex: Wire Transfer, ACH, Lockbox, etc.) and are reviewed on a periodic basis for effectiveness, adequacy, and completeness.

4.16.4. Describe the types of insurance and bonding carried.

Fifth Third carries Bankers Professional Liability (Errors & Omissions) insurance with limits up to \$15 million to cover inadvertent actions taken by bank personnel on behalf of our fiduciary accounts. In addition, Fifth Third Bancorp carries a Financial Institution Bond policy covering criminal activities and employee dishonesty, as well as Electronic & Computer Crime insurance each limited to \$25 million.

All areas of Fifth Third Bank are subject to detailed compliance and risk programs. Investment Operations maintains a high standard of care in its controls and procedures to safeguard its customers' assets. We believe our standards are strict.

Some of the internal risk programs in place include the following:

- Investment Operations Risk Dashboard
- Key Risk Indicators (KRI)
- Quarterly department and risk self-assessments
- An intense Vendor Due Diligence program
- Anti-Money Laundering; Know Your Customer; OFAC, to name some of the regulatory compliance areas in-place
- Suspicious Activity Reports
- The Bank maintains a thorough complaint program that tracks reported (verbal or hard copy) complaints. Source of issue is categorized, tracked and monitored for prompt resolution.
- The Bank maintains an ethics line for employees

Various internal audit risk programs in place include the following:

- Internal audits
- Audit Issue log database
- External audits for SSAE16 and AT101 reporting
- Disaster Recovery/Business Resumption testing
- Periodic examination by our regulators

4.16.5. How often are emergency operations tested? How are they tested?

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

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

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

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

- 4.16.6. The City's Emergency Plan requires a sufficient amount of cash be made available in the event of an emergency to fund certain activities including payroll. The City requires \$100,000 in cash to be available to the City in the event of an emergency. This amount is to be made available to the City within 24 hours of notification. These funds would be made available for emergency services in cases such as hurricanes or other natural disasters.

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

4.2.17 Purchasing Card

Provide a complete purchasing card program. This includes software, set-up, technical support, administrator/user manuals and assistance in the implementation of this program.

- 4.17.1. During fiscal year 2021, the City initiated purchasing card transactions resulting in expenditures of approximately \$3,730,231 from more than 8,239 transactions. The City currently has approximately 175 active purchase cards issued to City employees.

Fifth Third acknowledges and can meet the needs and requirements of the City.

- 4.17.2. Provide a brief history and overview of your Card Program and identify any joint venture or affiliated relationship, if relevant to this program.

In response to our clients' needs, Fifth Third became an active Commercial Card Issuer in 1996 and is now the 2nd largest MasterCard-only issuer. Each year we have revised and expanded our service offerings, enabling our clients to efficiently meet their business requirements.

Commercial Payments is in the organizations top 3 growth initiatives as communicated by the executive leadership team with significant human capital investment as well as prioritization of enhancements to our platform to solidify our solution as a leadership position in this space.

Fifth Third Bank has collaborated with Total Systems, Inc. (TSYS), the industry leader in commercial card processing, controlling over 97% of the market. TSYS and MasterCard are strategic partners with Fifth Third Bank in providing the purchasing card services. MasterCard does require at least one outsourced processing service and this is traditional practice for this industry.

4.17.3. Will the Respondent customize the Card to include the City and logo? Is there an additional cost?

City of Naples may choose from either basic or two options regarding customization of the card.

Basic:

This provides a card with two lines of embossing with up to 24 characters per line including spaces. The two lines may contain either City of Naples' name and the cardholder's name, or the first embossed line can have a department name or a description of the type of purchases for which the card will be used, and the second will have the client's name. Fifth Third Bank's logo is displayed. There is no charge for this option.

Custom Logo:

This contains the corporate logo and/or name as selected by City of Naples. The card looks like our normal Commercial Card plastic without the Fifth Third logo, leaving the top third of the card open. In the open space, we can have City of Naples' name or logo inserted by our processor using a graphics imaging process. The name or logo must be done in one color, and we recommend white or silver for best color contrast and clarity. There are two lines of embossing on the card as described above. A one-time up-front fee of \$500 will apply for logo plastics.

Custom Plastic:

A custom special plastic is a completely new card design involving different colors, and would incorporate the company's logo, name, or specific requested design.

There is no charge to City of Naples for a basic or generic plastic. The cost for a custom special plastic varies and depends upon the number of colors in the requested design, and the minimum number of plastics required by the vendor. Typically, the minimum order is 1,000 plastics, and the total cost ranges from \$2,500 to \$4,000.

4.17.4. Does the Respondent offer single Billing to the City or to the individual cardholder, or both?

Fifth Third offers a Corporate Billing/Corporate Remittance program. We have found that Corporate Liability programs position our commercial clients to best achieve optimum results while Individual Liability may limit success.

Corporate Liable programs:

- Company has direct control of who gets a card and at what credit limit to ensure adherence to overall program controls
- Compliance with company and program policy is easier to manage with corporate liability programs prohibiting personal spend

- Company has control over timing of payments to the bank and can maximize rebate spend and qualification tiers -- note: individuals are still expected to follow expense report/policy guidelines
- Provides a single monthly bill to the City that incorporates the spend on all the individual cards. Individual memo statements are available to be mailed to each cardholder in this structure as well.

4.17.5. Can the Respondent mask or partially block the full credit card number from monthly statements mailed to individuals?

Yes, Fifth Third will mask the full credit card number from monthly statements mailed to individuals.

4.17.6. Can the Respondent offer multiple settlement date options or a fixed date settlement?

Fifth Third Bank provides 15 options for billing cycles. They are weekly, biweekly, last business day of the month, or by date in month—2, 4, 5, 8, 10, 14, 15, 21, 25, 26, 29, and 30. The City is currently setup on a 30 day billing cycle with a 5 day grace period.

4.17.7. Please describe payment settlement and how this impacts interest rate and rebate rate? What is the Respondent's recommend settlement solution?

Fifth Third Bank is proposing a 30/5 payment term. Additional billing cycles have been provided in response to question 4.17.6, flexibility of the terms is available as payments can be made as the City of Naples sees appropriate. We have clients that prefer to send payments daily, weekly, and biweekly, as well. The quicker the payment terms the better the rebate the City can be assured. Fifth Third Bank can review the options with the City to determine the best payment method. The recommendation will be based on the City's objectives. The City is currently on a term of 30/5 to take advantage of the higher rebate percentage.

4.17.8. Are Cards limits controlled by the City via the Internet or are they programmed by the Respondent?

Fifth Third will work with the City of Naples to assign initial card limits. The City also has the flexibility to maintain credit limits on individual cards in real-time through Fifth Third's Commercial Card Management (CCM) online system.

4.17.9. Please describe the rebate program offered by the Respondent? Are the rebate rates tiered? Include your rebate schedule based on the spend thresholds.

Fifth Third offers a tiered-rate rebate program. Rebates are paid on an annual basis based on total charge volume less credits, charge-offs, cash advances, and fraud losses. To be eligible to participate in the revenue share program, your account must be in good standing at the end of the year. Additionally, if the account

becomes greater than 60-days past due during the rebate period, the rebate would be forfeited. All rebates will be paid within the first quarter of the following year, in which the rebate was earned.

Our proposed Rebate Schedule is as follows:

Minimum	Maximum	Rate Term 30/15	Rate Term 30/5	Large Ticket Rate	Payment Gateway Trans Rate	Discount Trans Rate
\$250,000	\$499,999.99	0.65%	0.70%	0.50%	0.25%	0.20%
\$500,000	\$749,999.99	0.75%	0.80%			
\$750,000	\$999,999.99	0.85%	0.90%			
\$1,000,000	\$2,999,999.99	1.00%	1.05%			
\$3,000,000	\$4,999,999.99	1.15%	1.50%			
\$5,000,000	\$9,999,999.99	1.30%	1.60%			
\$10,000,000	Above	1.45%	1.70%			

4.17.10. Annual Fees: The P-Card provider will not charge an annual fee or service fee for procurement cards issued to the City.

Based on the City’s annual spend, there will not be an annual fee charged to the City.

4.17.11. How will the City’s chart of accounts be tied to the Purchasing Card expenditures?

SDg2, Fifth Third’s enhanced reporting tool powered by MasterCard, does provide the ability to define a customer supplied default chart of accounts for the cost allocation of transactions. Through SDg2, you can automate cost allocation for simple as well as complex accounting systems.

List of codes for each field within the scheme could be displayed by both value and description. Displaying both values and description is useful in cases where the accounting code is a numeric value that requires a name to make it recognizable to the system user. The value and description are stored separately in the database, allowing you to export these fields independently.

List within the scheme fields may either be auto-complete or drop-down. An accounting code drop-down list field can contain no more than 10,000 values. An accounting code auto-complete list field can contain no more than 1.25 million values.

You may also create dependencies within the accounting code lists fields. When you create a list field, you define not only the field properties but also the values available in the list. Users allocating transactions are then restricted to these values.

4.17.12. Please describe the implementation process for the Card program?

The City of Naples already has an active card program implemented. Most changes to the existing platform can be implemented with 7-14 business days. If the City would like to make changes to the reporting or file mapping the length of time required for implementation is influenced by City of Naples' level of resources and ability to support, as well as the customization and reporting requirements.

4.17.13. Does the Respondent work with the City to help facilitate vendor acceptance of payments?

Fifth Third takes a lead role in the development and implementation of a supplier enrollment strategy for our clients, helping to identify suppliers to target for enrollment, initiate recruiting campaigns and successfully connect with suppliers to develop and expand their program. While we will work directly with our clients to establish a supplier enrollment program to increase the number of suppliers accepting card payments, we also have strategic alliances with Worldpay and MasterCard, providing further enrollment leverage to The City's benefit. Fifth Third Bank's merchant processing partner, Worldpay (formerly Fifth Third Processing Solutions, LLC), is one of the largest merchant acquirers in the nation.

4.17.14. Are any transactions exempt from the rebate calculation? If so why?

Some merchants can qualify for a reduced interchange rate from MasterCard on certain transactions. The category for these transactions is known as a Large Ticket interchange category and they will be priced at a different rate when determining the rebate calculation. A merchant must have the technical resources capable of passing Level III enhanced data to qualify for the Large Ticket interchange category. It is important to note that typically less than 10% of merchants pass Level III enhanced data and not all of these vendors receive discounted rates.

Additionally, there are "Discount Transactions" and "Payment Gateway" which refers to transactions where interchange is reduced by certain negotiations between buyer and seller, by MasterCard and certain suppliers/segments, and/or by certain products which reduce the interchange in order to provide a better value proposition to the supplier to accept card. Discount transactions will qualify for a rebate rate of 0.20% and Payment Gateway transactions at 0.25%.

4.17.15. How is the P-Card Credit limit established? When is it reviewed?

The City's credit limit will be reviewed on an annual basis or in the event of increased card activity to assure the credit limit meets your needs. The credit limit is determined by evaluating your monthly purchasing requirements and any additional payables that can be migrated to a card payment.

4.17.16. The City intends to pay its obligations on time, but if a payment is late or the Credit limit is exceeded, what is the rate the City will have to pay in these situations?

Fifth Third Bank's program is a pay-in-full product. Balances are required to be paid within the designated time frame as determined in the Pricing and Fee Schedule included with our response. Based on the billing cycle cutoff date chosen, an agreed upon grace period is allowed for payment. If the bill is not paid within the grace period, late fees and finance charges will be assessed, and cardholder accounts could be suspended. Fifth Third assesses a 19.8% finance charge rate on past due balances and a late payment fee of \$29.00 per month per account.

4.17.17. Does the Respondent's program offer fraud protection? If so, what are the requirements needed for the City to collect?

Fraud monitoring and reporting tools are incorporated into Fifth Third Bank's operating system and are based on the parameters established by City of Naples. The system analyzes spending patterns, amounts, locations, and demographics to detect unauthorized card activity.

In addition, Fifth Third employs fraud detection tools that provide transaction scoring, allowing us to continuously refine our authorization decline and referral strategies based on typical spend behavior within our commercial card portfolio and for individual company cardholders. This neural capability allows Fifth Third to detect suspicious behavior much faster and proactively engage our clients to prevent fraud from continuing undetected on the same account(s). Our Fraud Detection Team is staffed 24 hours a day, 7 days a week, 365 days a year, and will contact your cardholder to verify suspicious activity. Once fraud is confirmed, a fraud specialist will place a block on the card preventing further use.

Fifth Third Bank provides fraud services for cardholders and clients to report lost, stolen, or compromised cards. Cards with fraudulent activity are closed and a new card, with a new account number, is reissued. Fifth Third Bank will work with you to determine the need and best process to reissue the card.

Fifth Third Bank recommends that a dispute form be filed for any unauthorized transaction. This will hold the merchant accountable for the transaction if they did not collect the appropriate card information prior to purchase.

- 4.17.18. Please provide examples of reports generated by your P-Card system? Are the reports available in a flat file? Can they be customized?

The City will have access to over 60 standardized reports on card transaction data through Smartdata.gen2 (SDg2) in PDF format. Card data can be exported to Excel or text file format for customized reporting with access to over 400 export fields. Standard features and functions within SDg2 provide access to transaction information that can be viewed online, through a report, or through a file export. Information is available on a daily, weekly, or monthly basis. In addition, various reports can be scheduled for automated printing or download. Customized data output files ("mappers") can be designed for regular export to internal software systems—such as accounting, HR, and ERP systems— allowing for the elimination of time-consuming and error-prone data entry.

Please refer to the Sample Reports under Tab 7 for Fifth Third Bank's SDg2 Standardized Reports, included with this response.

- 4.17.19. Does the Respondent offer a ghost card program where the City gives a "ghost" Credit Card number to a vendor and they can make payment to that vendor electronically?

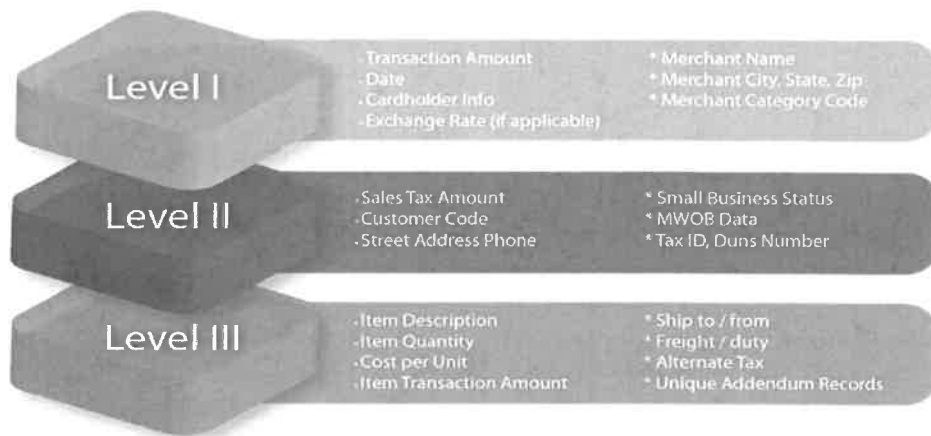
Fifth Third can support centralized billing through either the use of Virtual Card Numbers or Ghost Accounts.

Instead of using a physical card, City of Naples can create Virtual Card Numbers (VCNs) through our Card Payables Online solution. VCNs are created real-time through our web-based VCN application, In Control, providing a higher level of assurance that cards are being used appropriately, with the ability to implement user-defined workflow controls, such as multi-level approvals. City of Naples can also set variable expirations dates for the VCNs.

- 4.17.20. Level III Reporting: For vendors that have Level III reporting, please indicate how cardholders can capture specific purchasing information in the software recommended by the P-Card Provider.

Data is passed through the network to Smartdata.gen2, which in turn reports the information to the City. The City has access to all Level I, II and III information for reviewing, reporting, and exporting. All available data from the merchant and card network is made available.

Fifth Third Commercial Cards provide the ability to provide all information captured by the supplier's processing system as illustrated below.



4.17.21. **Compatibility with City Procurement and Payment Systems:** City uses Munis from Tyler Technologies to process all vendor payments. Is the Respondent's program compatible with a Tyler Munis monthly import function? Do you have references of other clients on your P-Card platform that are currently using Munis who would be willing to speak with us? If so, please provide contact information with submittal.

Fifth Third has clients who currently utilize Tyler Munis. We have dedicated resources available to work with you during the business requirements phase to determine how to best support your integration with Tyler Munis.

4.17.22. **In-person training.**

Your Treasury Management Officer will be onsite for training if needed, all training is conducted via WebEx to allow attendees to attend from any location.

4.17.23. **Card Controls and Restrictions:** The P-Card Provider shall have the ability to set restrictions and controls at both the City and individual levels online in real-time

The City will have the ability to establish Merchant Category Codes (MCC) as needed. Changes to the MCC does can be managed through Fifth Third Bank's online program management system, Commercial Card Management (CCM) in real time.

4.17.24. **Open/close new card online in real-time.**

Fifth Third Bank's online program management system, Commercial Card Management (CCM), enables the City's program administrators to quickly and efficiently respond to the needs of your company and employees, such as:

- Open new accounts

- Close existing accounts
- Adjust individual credit limits
- Change individual account control parameters
- Request PIN's for individual accounts and assign cash advance limits, if applicable
- View authorizations & declines
- View outstanding account balances

Modifications to card parameters can be made in real-time through CCM, including credit limits.

4.17.25. Increase/decrease individual limits in real-time.

Fifth Third Bank's online program management system, Commercial Card Management (CCM), enables the City's program administrators to adjust individual credit limits quickly and efficiently. Modifications to card parameters can be made in real-time.

4.17.26. Review transactions as they post.

The City will be able to review posted transaction data online through Smartdata.gen2 (SDg2).

4.17.27. Provide spending data in a City specific flat file format

The City will have access to over 60 standardized reports on card transaction data through Smartdata.gen2 (SDg2) in PDF format. Card data can be exported to Excel or text file format for customized reporting with access to over 400 export fields. Standard features and functions within SDg2 provide access to transaction information that can be viewed online, through a report, or through a file export.

Information is available on a daily, weekly, or monthly basis. In addition, various reports can be scheduled for automated printing or download. Customized data output files ("mappers") can be designed for regular export to internal software systems—such as accounting, HR, and ERP systems—allowing for the elimination of time-consuming and error-prone data entry. Depending on the report, output formats may include PDF, XLS, TXT, CSV, and HTML.

4.17.28. Ability to block certain transactions based on the MCC code.

The City will have the ability to establish Merchant Category Codes (MCC) as needed. Changes to the MCC does can be managed through Fifth Third Bank's online program management system, Commercial Card Management (CCM) in real time.

- 4.17.29. Electronically transmit data received from the vendors to the City on a monthly basis.

The City will have access to over 60 standardized reports on card transaction data through Smartdata.gen2 (SDg2). Card data can be electronically transmitted as either a standard or custom file format via a secured transmission method. Standard features and functions within SDg2 provide access to transaction information that can be viewed online, through a report, or through a file export.

Information is available on a daily, weekly, or monthly basis. In addition, various reports can be scheduled for automated printing or download. Customized data output files ("mappers") can be designed for regular export to internal software systems—such as accounting, HR, and ERP systems— allowing for the elimination of time-consuming and error-prone data entry. Depending on the report, output formats may include PDF, XLS, TXT, CSV, and HTML.

- 4.17.30. Lost or Stolen Cards: The cardholder and/or P-Card Administrator or agent will immediately report lost or stolen cards to the P-Card Provider. Such reports will be verbal or e-mailed. The P-Card Provider shall provide to the P-Card Administrator access for immediate online real-time cancellation and emergency issue of a replacement card.

In a lost/stolen situation, the bank should be contacted immediately to generate a replacement card and process any fraudulent claims. Fifth Third Bank provides fraud services for cardholders and clients to report lost, stolen, or compromised cards through our Customer Service department. Cards with fraudulent activity are closed and a new card, with a new account number, is issued.

Replacement cards needed as a result of emergency situations should be requested by contacting Fifth Third’s Customer Service department and can be scheduled for next business day delivery in the U.S. if the request is made by 3:00 p.m. ET.

- 4.17.31. Replacements for lost or stolen purchasing cards must be sent via Fed Ex or UPS to the City of Naples within three business days.

Once new cards are ready, next business day delivery is available for \$20 in the U.S. if the request is made by 3:00 p.m. ET.

	Number of Days
New cards	Shipped within 3 days of order
Replacement cards – standard delivery	Shipped next business day
Replacement cards – expedited delivery	Shipped next business day*

- 4.17.32. The p - card program and all related reports and correspondence must be PCI compliant.

To comply with PCI compliance all card numbers are redacted on statements and related reports.

- 4.17.33. What does your company do to ensure that vendors accept the credit card for tax-exempt transactions? Is it possible to post a tax-exempt status on the front of the card?

The City currently has their tax-exempt status printed on the top of the cards and will be able to maintain this requirement as part of the new program. The City would need to work with vendors directly to assure purchases are processed as a tax-exempt transactions.

- 4.17.34. Support staff available to work with City's IT department.

Joan Raborn is your first point of contact between 9am-6pm or our Commercial Support Center between 7am-10pm EST. If additional resources are required your support team will coordinate those efforts to assist with the request.

In the event the City requests additional resources for the implementation of new services or file transmissions, a dedicated Technical Specialist will be assigned to assist with formatting and testing of the files.

- 4.17.35. Online administration ability

Fifth Third Bank's online program management system, Commercial Card Management (CCM), enables the City's program administrators to quickly and efficiently respond to the needs of your company and employees, such as:

- Open new accounts
- Close existing accounts
- Adjust individual credit limits
- Change individual account control parameters
- Request PIN's for individual accounts and assign cash advance limits, if applicable
- View authorizations & declines
- View outstanding account balances

Modifications to card parameters can be made in real-time through CCM, including credit limits.

- 4.17.36. Reports: P-Card Provider shall provide reports that show monthly (or other agreed upon interval) transaction detail by cardholder, by Department and by the City as a whole. Reports shall also be capable of showing transactions by vendor. Reports shall enable the City to reconcile all card transactions including charges, credits, disputes, adjustment, duplicates, etc. Indicate your programs capability to customize reports. At a minimum, reports should be able to be downloaded to excel format.

The City will have access to over 60 standardized reports on card transaction data through Smartdata.gen2 (SDg2) in PDF format. Card data can be exported to Excel or text file format for customized reporting with access to over 400 export fields. Standard features and functions within SDg2 provide access to transaction information that can be viewed online, through a report, or through a file export.

Information is available on a daily, weekly, or monthly basis. In addition, various reports can be scheduled for automated printing or download. Customized data output files ("mappers") can be designed for regular export to internal software systems—such as accounting, HR, and ERP systems— allowing for the elimination of time-consuming and error-prone data entry. Depending on the report, output formats may include PDF, XLS, TXT, CSV, and HTML.

- 4.17.37. Training: The P-Card Provider shall provide training to the City including, but not limited to, the following:

- 4.17.37.1. Contract Start-Up Training Session: At the start of the contract, the P-Card Provider shall provide initial on-site training to the City staff designated by the P-Card Administrator. The initial training will address benefits and features of the card, billing procedures, available reports, and the application process.

Your Treasury Management Officer will be onsite for training as needed. All training is conducted via WebEx to allow attendees to attend from any location. Training will include benefits and features of the card, billing procedures, available reports, and the application process

- 4.17.37.2. Training Materials: P-Card Provider shall provide written materials that may be used by the City staff to train cardholders on the proper use of the P-card. Updated versions of these materials should be available over time as well as on-going availability of new user training sessions. P-Card Provider will provide additional copies of training materials at no additional cost. The City may copy and distribute provided materials to staff at no additional cost.

Fifth Third will provide the applicable user guides and also provide training on where to locate additional resources electronically.

- 4.17.37.3. Ongoing Training: Training can be provided via monthly user calls, annual user group conferences and newsletters.

Additional training can be provided based on the City's requirements.

4.18. Merchant Card Services

- 4.18.1 Provide a brief history and overview of your Merchant Card Program and identify any joint venture or affiliated relationships by name, address and contact person, if relevant to this program.

Fifth Third Bank offers our merchant solutions under the go-to-market brand "Fifth Third Merchant Services powered by Worldpay" (FTBMS). Our organization has been in the credit card processing business for more than 50 years; formed in 1971 as Fifth Third Bank's Midwest Payments Systems (MPS) and later as Fifth Third Processing Solutions, LLC; then incorporated and branded as Vantiv LLC in 2011. Worldpay, Inc. was formed in January of 2018 through the combination of Vantiv, Inc. and Worldpay Group plc. On July 31, 2019, FIS completed its acquisition of Worldpay, Inc., creating a global leader in technology and solutions for merchants, banks and capital markets.

Contact Person:

5/3 Bank Merchant Services powered by Worldpay
Dan Hulen | Sr. Merchant Account Executive, CPP
Phone: 513.833.2154
Fax: 772.283.2323
dan.hulen@fisglobal.com

- 4.18.2 Does the Respondent provide the merchant equipment needed by the City or does the City need to lease, or purchase this equipment?

Worldpay's equipment offerings are processor agnostic with the exception of our SmartPay Series options (Smart Terminals and Marketplace). Worldpay believes this hardware-agnostic approach will allow us the flexibility to craft the right solution for your merchants while delivering a consistent experience across devices. Worldpay offers purchase, lease, and reprogram options depending on the best fit for the client.

4.18.3 Does the Respondent allow for the City to use different merchant ID's in order for the City to identify the location of machine?

Yes, Worldpay supports multiple merchant IDs to allow clients to separate processing activity based on a number of factors, such as location, function, product, sales group, customer alliance, and many other factors. This information can be further refined through divisional information, which allows our systems to provide roll-up reporting to consolidate processing activity while maintaining individual location information.

Our systems currently support the following data hierarchy:

- Chain
- Division
- Store/Account Number

4.18.4 If the City has bank accounts with the bank providing the merchant services; when will funds be made available to the City? If the merchant provider is different from the banking services provider when will funds be available?

Worldpay settles and funds Visa, Mastercard, Discover, and debit in the same batch for all funding schedules. There are factors, such as risk and MCC codes, that we use to determine the funding schedule. Interchange and network fees are deducted daily. The processing fees are debited monthly.

Standard Funding Schedule

Normally, same day funding is facilitated via wire transfer and next day funding is accomplished via ACH.

Day of the Week	Merchant Batch	Money in DDA (ACH)	Money in DDA (Wire)
Sunday	before 11:00pm ET	Monday (~8:30am)	
	after 11pm ET	Tuesday (~8:30am)	
	2:00am		Monday 10:00am
Monday	before 11:00pm ET	Tuesday (~8:30am)	
	after 11pm ET	Wednesday (~8:30am)	
	2:00am		Monday 10:00am
Tuesday	before 11:00pm ET	Wednesday (~8:30am)	
	after 11pm ET	Thursday (~8:30am)	
	2:00am		Tuesday 10:00am
Wednesday	before 11:00pm ET	Thursday (~8:30am)	
	after 11pm ET	Friday (~8:30am)	
	2:00am		Wednesday 10:00am
	before 11:00pm ET	Friday (~8:30am)	

Day of the Week	Merchant Batch	Money in DDA (ACH)	Money in DDA (Wire)
Thursday	after 11pm ET	Monday (~8:30am)	
	2:00am		Thursday 10:00am
Friday	before 11:00pm ET	Monday (~8:30am)	
	after 11pm ET	Monday (~8:30am)	
	2:00am		Friday 10:00am
Saturday	before 11:00pm ET	Monday (~8:30am)	
	after 11pm ET	Monday (~8:30am)	
	2:00am		Monday 10:00am

** Posting times vary by bank.*

In the event of a funding delay or issue, Worldpay will quickly act to address the situation. As funding delays are a rare event at Worldpay, and the cause varies by situation, we cannot state a specific time for resolution however City of Naples can be assured that the matter will be worked quickly to bring it to resolution. Your assigned RM will also have information and ensure you are kept current on a situation.

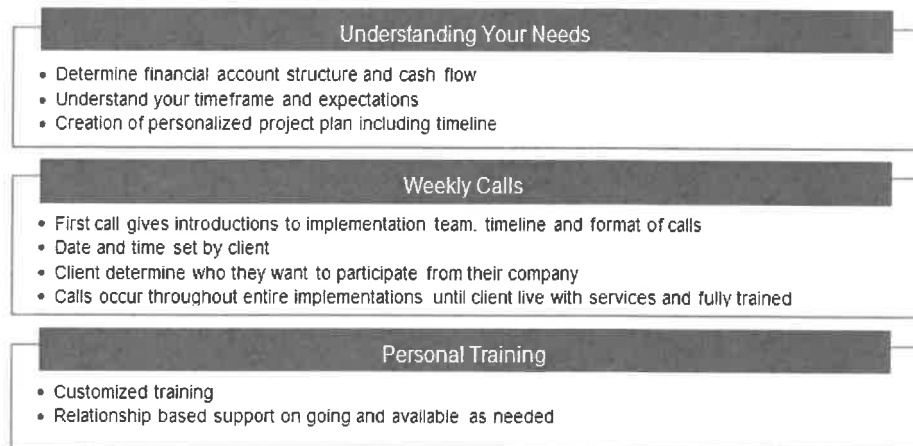
4.19. Conversion

- 4.19.1 Describe a conversion plan to transfer assets of the City to your financial institution with respect to timelines for each task consistency with the calendar provided in the RFP.

Fifth Third Bank understands the objective of the City of Naples and strives to exceed the expectations of the City. We understand the importance of collaboration and cooperation. When you choose Fifth Third Bank, you are choosing a partner that will serve the City as a trusted advisor and use our expertise to bring you sustainable, innovative financial solutions – both now and into the future.

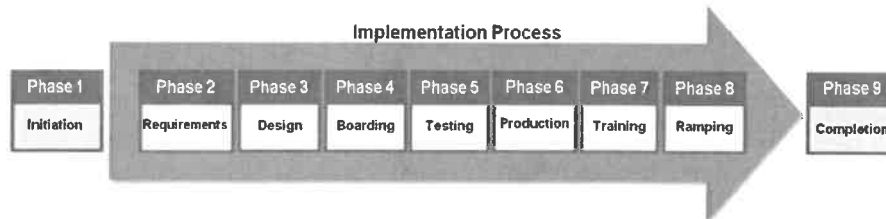
Careful planning ensures a smooth implementation. Working in close partnership with key stakeholders at the City of Naples, your Treasury Management Sales Officer, Client Advisor and dedicated Project Implementation Team will thoughtfully design a customized implementation plan with jointly agreed upon milestone dates and deliverables. Our processes will ensure a timely and seamless implementation of newly introduced service solution for the City.

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



Project Management Approach

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



Initiation

Within five (5) working days of being notified of a new service request, Fifth Third Bank will submit to the City of Naples an initial work plan detailing the activities that will lead to a successful implementation of our recommended solution. Your Implementation Project Manager will schedule a call at that time. During the call, the Implementation Team, including Fifth Third Operations and IT professionals will be introduced.

Requirements

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

Design

Working with team members responsible for executing blueprint-specific requirements for the City of Naples

Boarding

Set-up within application systems

Testing

Validation of set-up process for the City of Naples

Production

"Go live"

Training

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

Ramping

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

Fifth Third Bank understands that an exceptional implementation and transition process will deliver both expected and additional long-term benefits to the City of Naples

Timeframe

The City of Naples implementation will be managed as a unique project. A custom schedule is developed, which includes key milestones and target dates and identifies responsible parties. This implementation schedule is outlined immediately upon notification of the new business. At a minimum, weekly Implementation meetings are held between the City of Naples and Fifth Third Bank to discuss the status of your implementation.

4.19.2 What lead-time do you expect will be necessary before the conversion begins?

The new account opening process will take approximately 3-7 days. Upon completing the account opening process the request to implement the various treasury management services will be submitted and an Project Manager assigned. The conversion time may vary based on the implementation timeline for file testing. Estimated implementation time will be 8-12 weeks, once completed the City will be able to start migrating their account activity to Fifth Third Bank.

- 4.19.3 Indicate your plans for educating and training the City employees in the use of your systems.

A Technical Trainer will partner with City of Naples to provide training on the various systems and processes post implementation. The City of Naples employees will be trained on the product services selected by you. User manuals will be furnished and technical assistance will be available. Our goal is a smooth and successful implementation for the City of Naples, Fifth Third will offer one-on-one or group training during the implementation process to ensure a seamless transition for all of our services. Your team will be well-prepared before going live with the new solution.

- 4.19.4 Indicate any and all costs associated with conversion and/or training.

Fifth Third Bank will provide banking supplies to the City at no cost. Banking supplies can include but are not limited to: tamper proof disposable style deposit bags, checks, deposit slips, deposit stamps, coin wrappers, bulk coin deposit bags, and envelopes. The City will not incur implementation cost related to the proposed services. In the event the City elects to implement our Expert AP or Expert AR solutions outlined in Attachment 7: Additional Banking Services, implementation fees will apply.

4.20. Implementation

- 4.20.1 Describe a implementation plan to transfer lockbox processes and assets of the City to your financial institution with respect to timelines for each task consistence with the calendar provided in the RFP.

Careful planning ensures a smooth implementation. Working in close partnership with key stakeholders at the City of Naples, your Treasury Management Sales Officer, Client Advisor and dedicated Project Implementation Team will thoughtfully design a customized implementation plan with jointly agreed upon milestone dates and deliverables. Our processes will ensure a timely and seamless implementation of newly introduced service solution for the City.

Once the lockbox is establish with Fifth Third Bank, the City will be assigned a Project Manager that will oversee the implementation process and organizes the internal and external teams to assure a successful implementation. They will conduct weekly communications or meetings to move the implementation forward. The implementation of the lockbox file transmission takes approximately 6-8 weeks to complete, which includes establishing the transmission method and testing the file for final production.

- 4.20.2 Provide a copy of all agreements that will be required to initiate the banking services agreement.

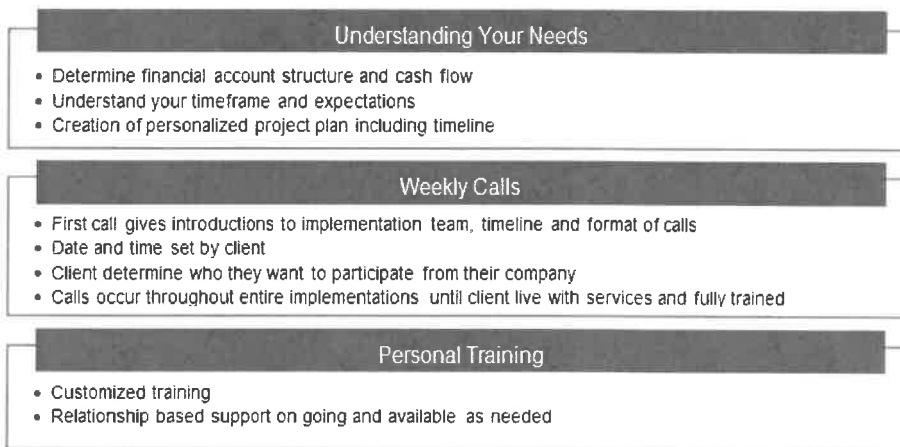
Sample contracts have been provided under Tab 8.

4.20.3 Provide a detailed description of the implementation process, including testing and a sample implementation schedule.

Fifth Third Bank understands the objective of the City of Naples and strives to exceed the expectations of the City. We understand the importance of collaboration and cooperation. When you choose Fifth Third Bank, you are choosing a partner that will serve the City as a trusted advisor and use our expertise to bring you sustainable, innovative financial solutions – both now and into the future.

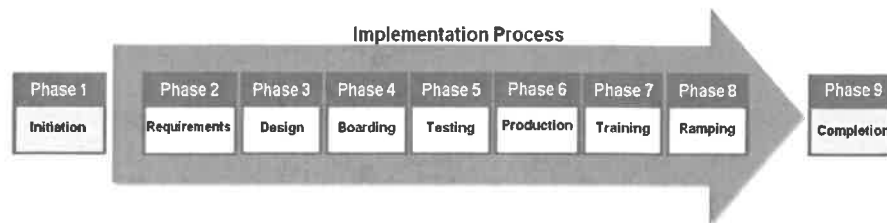
Careful planning ensures a smooth implementation. Working in close partnership with key stakeholders at the City of Naples, your Treasury Management Sales Officer, Client Advisor and dedicated Project Implementation Team will thoughtfully design a customized implementation plan with jointly agreed upon milestone dates and deliverables. Our processes will ensure a timely and seamless implementation of newly introduced service solution for the City.

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



Project Management Approach

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



Initiation

Within five (5) working days of being notified of a new service request, Fifth Third Bank will submit to the City of Naples an initial work plan detailing the activities that will lead to a successful implementation of our recommended solution. Your Implementation Project Manager will schedule a call at that time. During the call, the Implementation Team, including Fifth Third Operations and IT professionals will be introduced.

Requirements

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

Design

Working with team members responsible for executing blueprint-specific requirements for the City of Naples

Boarding

Set-up within application systems

Testing

Validation of set-up process for the City of Naples

Production

"Go live"

Training

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

Ramping

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

Fifth Third Bank understands that an exceptional implementation and transition process will deliver both expected and additional long-term benefits to the City of Naples

Timeframe

The City of Naples implementation will be managed as a unique project. A custom schedule is developed, which includes key milestones and target dates and identifies responsible parties. This implementation schedule is outlined immediately upon notification of the new business. At a minimum, weekly Implementation meetings are held between the City of Naples and Fifth Third Bank to discuss the status of your implementation.

Below is a sample implementation plan

SAMPLE IMPLEMENTATION SCHEDULE

These times may vary and be adjusted as implementation begins and as needed.

ACH		
Task name	Weeks	Resource names
Client Documentation		
Complete New Account Documentation	1 to 2 weeks	Client
Submit new service request to Implementation	1 to 2 weeks	Fifth Third
Validate new service request information and send email to client (Fifth Third) containing: ACH File Layout, Sample ACH File and ACH Welcome Kit	1 to 2 weeks	Fifth Third
Transmission and Communication Review		
Determine communication method to be used	1 to 4 1/2 weeks	Client
Non-5/3 Direct Communication Method *days dependent upon type (VPN-FTP, FTPS or AS2)		
Communication Connection established	1 to 4 1/2 weeks	Fifth Third / Client
Job Setup and Programming	1 to 4 1/2 weeks	Fifth Third
Testing		
Conduct testing (test data and communication) with client	3 to 6 weeks	Fifth Third
Receive sign-off from client	3 to 6 weeks	Client
Migration From Test to Production		

Move job into production	7 to 8 weeks	Fifth Third
First Production file sent and verified	7 to 8 weeks	Fifth Third
<i>Post Conversion</i>		
Monitor post implementation progress	8 to 12 weeks	Fifth Third
Move client to the Commercial Services Group for post implementation activities	8 to 12 weeks	Fifth Third

<i>Bank Maintained Positive Pay and CD-ROM services</i>		
Task Name	Weeks	Resource Names
<i>Client Documentation</i>		
Complete New Account Documentation	1 to 2 weeks	Client
Submit new service request to Implementation for both Positive Pay and CD ROM	1 to 2 weeks	Fifth Third
Validate new service request information and completed authorizations (Positive Pay Input file specifications and communication methods)	1 to 2 weeks	Fifth Third
<i>Identify Client Requirements and Research</i>		
Send information via email to client	1 to 2 weeks	Fifth Third
Confirm Client Communication Method	1 to 2 weeks	Client/PM
<i>Transmission Development and Job Setup</i>		
Initiate setup of 5/3 Direct Communication Method	2 to 8 weeks	Fifth Third
Non-5/3 Direct Communication Method *days dependent upon type (VPN-FTP, FTPS or AS2)		
Communication Connection established	2 to 8 weeks	Fifth Third
Job Setup and Programming	2 to 8 weeks	Fifth Third
<i>Testing</i>		
Provide test host name to client	3 to 8 weeks	Fifth Third
Receive test file from client	3 to 8 weeks	Client
Notify client of the test results and if an additional test file is needed	3 to 8 weeks	Fifth Third
Signoff on Testing	3 to 8 weeks	Client
<i>Migration from Test to Production</i>		
Add positive pay accounts to SMS	8 week	Fifth Third
Provide client notification that migration to production is complete	8 week	Fifth Third
<i>Post Conversion</i>		
Verify first production file received successfully	8 week	Fifth Third
Monitor progress with ARP operations	8 to 11 weeks	Fifth Third
Move client and project to the Commercial Services Group for normal processing	8 to 11 weeks	Fifth Third

<i>Electronic Deposit Manager (EDM)</i>		
Task Name	Days	Resource Names
<i>Client Documentation</i>		
Complete New Account Documentation	1 to 2 Days	Client
Submit new service request to Implementation	1 to 2 Days	Fifth Third
Validate new service request information and completed authorizations (T&Cs and Signature cards)	1 to 2 Days	Fifth Third
<i>Identify Client Requirements and Set-Up</i>		
Identify Team Members and Admin	1 to 2 Days	Fifth Third/Client
Review the Business and System Requirements	1 to 2 Days	Fifth Third/Client
Determine level of training needed/required	1 to 2 Days	Fifth Third/Client
EDM Setup Parameters		
Presenter Name, Location, Endorsement Type, Accounts and any additional fields	1 to 2 Days	Fifth Third/Client
Determine Types of Scanner needed, # of Scanners and billing Option (rent, purchase, own)	1 to 2 Days	Fifth Third/Client
Set up in 5/3 Direct for EDM Module	2 to 3 Days	Fifth Third
Order Scanner and email installation documentation	2 to 6 Days	Fifth Third
<i>Migration from Test to Production</i>		
Installation of Drivers	7 to 8 Days	CSC/Fifth Direct/Client
Configure Admin and grant access to locations and Roles for use	7 to 8 Days	CSC/Fifth Direct/Client

<i>Cashiering Services- Vault</i>		
Task Name	Days	Resource Names
<i>Client Documentation</i>		
Complete New Account Documentation	1 to 2 Days	Client
Submit new service request to Implementation	1 to 2 Days	Fifth Third
Validate new service request information and completed authorizations (T&Cs and Signature cards)	1 to 2 Days	Fifth Third
<i>Identify Client Requirements and Set-Up</i>		
Gather Requirements: location details and confirmation of options selected	1-5 days	Fifth Third/Client
Vault Set-up: setup locations and establish user detail and configurations	2-5 days	Fifth Third/Client
Receive training for any additional services and receive supplies	1 week prior to start	Fifth Third/Client

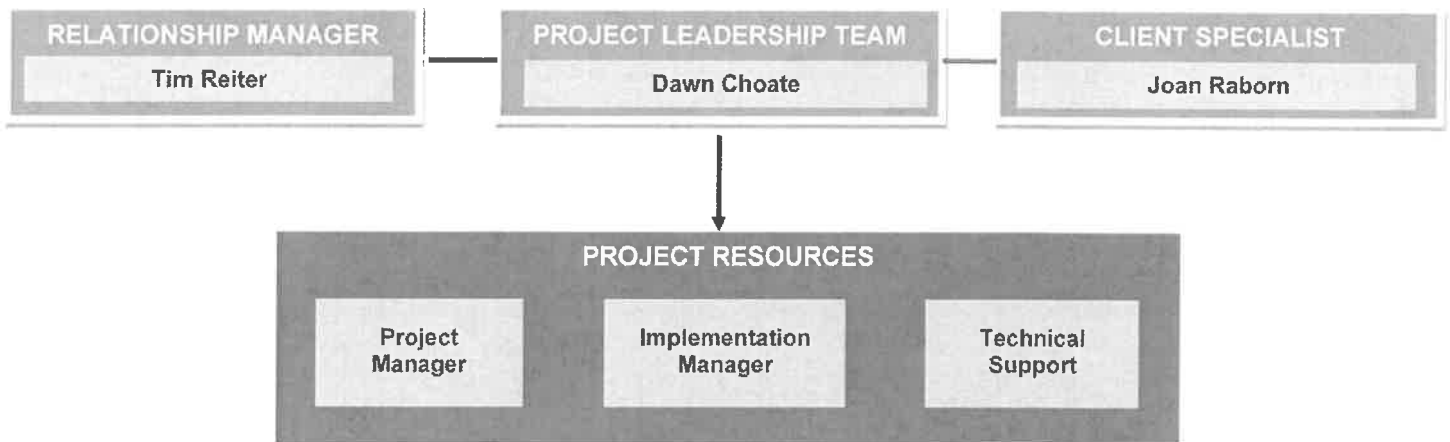
4.20.4 What is the lead-time required for implementation, based on a start date of February 1, 2023? What are the critical factors that may impact that lead-time?

Fifth Third Bank will require approximately 8-12 weeks to establish transmission protocols and test file formats prior to going into production. Please see the sample implementation schedule above for any key factors and expected timelines for the implementation.

4.20.5 Does the Respondent assign an implementation team? If so, is an Implementation Manager assigned?

Fifth Third Bank team will work closely with key stakeholders at the City to thoughtfully design a customized implementation plan with jointly agreed upon milestone dates and deliverables. The following diagram outlines the relationship team that would work with the City during the implementation process.

Relationship Team Organizational Chart



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

- **Project Manager**

The Project Manager oversees the implementation process and organizes the internal and external teams to assure a successful implementation. They will conduct weekly communications or meetings to move the implementation forward as well as escalate issues and identify risks as necessary.

- **Technical Specialist**

The Technical Specialist oversees the implementation of a specific solution and communicates with the Project Manager and Treasury Management Officer on the progress weekly. When necessary, they will also coordinate the appropriate testing of applications.

- **Technical Trainer**

The Technical Trainer will partner with City of Naples to provide training on the various systems and processes post implementation.

The Relationship Manager and Treasury Management Officer will be responsible for maintaining accountability for all parties involved with the implementation and servicing of the relationship. When new items or issues are presented, they will obtain the appropriate approvals if it is not within their authority.

4.21. Bank Fees

A summary of the average monthly volumes for the various types of services currently being utilized by the City is provided within a spreadsheet that is included with the RFP documents (**please refer to Attachment 8**). This information was based, on monthly average volumes for the past fiscal year. Volumes are estimated and not guaranteed as minimums or maximums. Additionally the City does have seasonal volumes with monthly around enrollment being the highest. Based on the information contained in this proposal, provide unit charges for these services and also include pricing for any new services in the separate section within the spreadsheet. The Respondent must use this format, adding any other service fees that will be charged.

- 4.21.1 Provide the proposed prices for the list of banking services as presented on the Prices and Services Chart in the accompanying spreadsheet. Prices must be guaranteed for the initial five (5) year term of the contract. In an extended contract period the Respondent has the right to increase services charges. If the Respondent increases these charges, the Respondent must notify the City in writing six (6) months prior to the price increase, of the amount of the increase and the period the increase is effective. It is then the City's option to extend the contract or re-bid the services.

Proposed pricing has been provided on Attachment 8 under Tab 6 as requested. The pricing will remain in effect for the duration of the contract.

- 4.21.2 The City requires that deposit slips be furnished by the Respondent at no cost to the City. Under these circumstances, would the City order deposit slips through the Respondent or directly from a vendor?

Fifth Third Bank will provide banking supplies to the City at no cost. Banking supplies can include but are not limited to: tamper proof disposable style deposit bags, checks, deposit slips, deposit stamps, coin wrappers, bulk coin deposit bags, and envelopes. Fifth Third Bank will limit orders of deposit tickets, checks, and endorsement stamps to a designee appointed by the City. All supplies can be

ordered through Fifth Third Bank by contacting your assigned Client Advisor, Joan Raborn.

- 4.21.3 The City will require the Respondent to cash City created checks without charge to the payee. Is a check cashing agreement required? If yes, include a copy. What controls are in place to minimize check fraud?

Fifth Third Bank will cash checks issued by the City at no cost. This does not require an additional agreement. The payee would be required to cash the check in the lobby and provide one of the following forms of identifications:

- US State/Territory issues Drivers License older than 90 days
- US State/Territory issues Identification Card older than 90 days
- Valid Current Passport (U.S. or Foreign)
- Valid Current Passcard (U.S Only)
- Permanent Resident Card (Resident Alien/Green Card)
- Mexican Matricula Card
- U.S. Military ID

Since the City is utilizing the Bank Maintained Positive Pay solution the items are reported to the teller line for verification to reduce fraud.

- 4.21.4 Will the Respondent charge any one time implementation fees to the City for setting up new services? Please explain these fees if not included in your pricing proposal.

The City will not incur implementation cost related to the proposed services. In the event the City elects to implement our Expert AP or Expert AR solutions outlined in Attachment 7: Additional Banking Services, implementation fees will apply.

- 4.21.5 Is there a fee or other assessment for FDIC Insurance? If so, how does the Respondent calculate the charge?

Yes, the Deposit Administration fee is \$0.06 per thousand based on the average collected balance for the month.

- 4.21.6 Does the Respondent charge for use of uncollected funds? If so, how is the charge calculated?

The fee for the use of uncollected funds is waived for the City as noted on Attachment 8: Proposed Fees.

- 4.21.7 How soon after the close of the billing period is the account analysis available to the City?

Account Analysis statements are available on the 10th business day of every month and can be retrieved either through a direct send file or by downloading through our Internet portal, Fifth Third Direct.

4.21.8 How are adjustments reflected on the account analysis?

If an adjustment is required the amount will be credited to the City's account directly and is not reflected in the analysis statement.

4.21.9 Is the Respondent's account analysis available electronically via the Internet?

Yes, Account Analysis statements are available on the 10th business day of every month and can be retrieved by downloading through our Internet portal, Fifth Third Direct.

4.21.10 Please describe the procedures used to adjust Respondent statements and to assure a corresponding adjustment to account analysis statement. How is the adjustment handled if the analysis period has already ended?

If an adjustment is required the amount will be credited to the City's account directly and is not reflected in the analysis statement. Unfortunately, once a statement or billing cycle has ended there is no way to make an adjustment to the statement itself.

4.21.11 Please list any additional fees for additional services not specifically requested related to conversion, training, and/or other Banking Services. Fees for Banking Services not indicated within this proposal, will be considered provided at no additional cost than what is submitted in the proposal.

Proposed pricing has been provided in Attachment 8 under Tab 6 as requested.

4.21.12 Please provide a sample invoice for the City account.

A sample analysis statement has been provided under Tab 7: Appendix.

Additional Terms and Conditions

5. ADDITIONAL TERMS AND CONDITIONS

- 5.1. Failure to observe any of the instructions or conditions in this Request for Proposal may constitute grounds for rejection.
- 5.2. The City reserves the right to request an interview with any Respondent to determine service capabilities in greater detail and to clarify any unclear areas in the proposals. This may include a site visit to the Respondent's facilities. The City will not be liable for any costs incurred by the Respondent in connection with such an interview (i.e., travel, accommodations, etc.).
- 5.3. In the event the Respondent to whom the contract is awarded does not execute a contract within (15) fifteen days of such award, the City may give notice to such Respondent of intent to award the contract to another Respondent, or to call for new proposals.
- 5.4. By submitting a proposal, the Respondent certifies that the bank officer has fully read and understands this RFP and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.
- 5.5. The Respondent shall furnish such additional information as the City may reasonably require. The City reserves the right to make investigations of the qualifications of the Respondent as it deems appropriate.
- 5.6. This RFP contains an anticipated number of transactions. Although these figures represent the City's average historical volumes, the City cannot guarantee that the items presented will be the monthly transaction volumes.
- 5.7. It is understood that any firm or institution awarded a contract under this Request for Proposal shall maintain the appropriate insurance(s) as indicated in Exhibit 1, Indemnification and Insurance Requirements, for the total time period of this contract including any extensions.
- 5.8. The City may consider the cost associated with changing financial institutions in addition to the results of the Award Criteria.
- 5.9. The Respondent may withdraw the proposal once it is delivered only if written notice of withdrawal is received by the City's Purchasing office, 735 8th Street South, FL 34102 prior to the proposal deadline for the opening of the proposals. Respondents may not withdraw or modify their Proposal after the Proposal opening except as provided by law.
- 5.10. Respondents must submit Statement on Public Entity Crimes (Attachment 3) and Equal Opportunity Statement (Attachment 4) as part of the bid proposal.

- 5.11. The City requires the selected Respondent to offer banking programs to encourage employees to open accounts.
- 5.12. The City requires that the Respondent will not charge a service charge to cash any check issued by the City.

Fifth Third Bank acknowledges the requirements listed in Section 5 and can comply with all the items listed.

ATTACHMENT 6INTEREST RATES
(Please Provide Response)

Effective Federal Funds Target rate plus (-) 25 basis points.

Fifth Third Bank is proposing a Public Funds NOW account structure that will earn 100bps on the average collected balances in earnings credit, and an indexed rate tied to the Fed Funds Target rate minus 25bps for the interest. The earnings credit rate is a managed rate based on the current market conditions and is subject to change.

This account type allows a portion of the funds to earn an earning credit rate to offset service charges, and all excess funds would earn interest.

Attachment 8 - Proposed Fees and Compensation (Per Sample Transaction Analysis)

Current Provider

First Foundation Bank - 8 Accounts

Primary Banking Services
Lockbox Services (third party - CheckAlt as of 5/20/2022)

Fifth Third Bank

P-Card and Investment (Custody) Account

Bank Analysis Past Three months	June	July	August	Proposed Fees		
				Individually	Monthly	Annually
Account Maintenance Fee	8	8	8	25.00	200.00	2400.00
Treasury Mgmt ACH orig. Fee	1	1	1	25.00	25.00	300.00
Deposits	181	153	165	0.25	45.25	543.00
Deposit Correction Credit	2	2	0	4.50	9.00	108.00
Deposit Correction Debit	1	1	4	4.50	4.50	54.00
Checks	270	238	295	0.15	40.50	486.00
Stop Payment - Check	1	0	4	10.00	10.00	120.00
Returned Item Chargeback Fee	4	5	14	4.50	18.00	216.00
ACH Deposit (not reflective of qty per deposit (batch))	382	371	453	0.15	57.30	687.60
ACH Payment (not reflective of qty per deposit (batch))	189	190	176	0.15	28.35	340.20
Deposited Items	2696	2211	3402	0.10	269.60	3,235.20
Incoming International Wire	0	0	1	12.00		
Outgoing Domestic Wire	33	21	23	12.00	396.00	4,752.00
Average Available Balance Combined	\$ 14,929,222	\$ 20,291,377	\$ 13,869,528			
Additional Fees from Attachment 8A					5012.88	60,154.56
Lockbox Services	Quantity		Amount			
Average Daily	125-150		\$60,000-\$120,000	Fees are based on June volumes		
Sample - Minimum	25		\$3,000			
Sample - Maximum	325		\$360,000			

Note: Quantities provided above provide some specifics related to volume and type of transactions. The current contract is a fixed monthly fee regardless of quantities. Please add any additional lines for services consistent with your proposal if not specified in the sample analysis provided.

FIFTH THIRD BANK

PRO FORMA

Services Performed

Services Performed	Proposed Volume	Proposed Price	Proposed Total Fee	
ACCOUNT SERVICES				
STANDARD				
PAPER ITEM ADMIN FEE	2,696	.0127	34.24	A
ACH ADDENDA RECEIVED	1	.1050	0.11	A
DEPOSIT ADMINISTRATION FEE	14,929,222	0.0600	895.76	A
Subtotal - Standard			<u>930.11</u>	
ACH POSITIVE PAY				
ACH POSITIVE PAY FILTER SETUP	0	.3250	0.00	A
ACH POSITIVE PAY FILTER	75	.3250	24.38	A
ACH POSITIVE PAY MO MAINT	8	10.0000	80.00	A
ACH POSITIVE PAY PAID ITEM	0	.0609	0.00	A
ACH POSITIVE PAY RETURN	0	.0609	0.00	A
ACH POSITIVE PAY BLOCK	0	.3250	0.00	A
Subtotal - Ach positive pay			<u>104.38</u>	
ACH ORIGINATED - ONLINE				
ACH CREDIT ORIGINATED	0	.1500	0.00	A
ACH DEBIT ORIGINATED	1,500	.1500	225.00	A
ACH ADDENDA ORIGINATED	0	.0998	0.00	A
ACH FILE PROCESSED	20	2.0000	40.00	A
Subtotal - Ach originated - online			<u>265.00</u>	
REPORTING SERVICES				
ACH RETURN/NOC RPT VIA WEB	1	13.2500	13.25	A
Subtotal - Reporting services			<u>13.25</u>	
DISBURSEMENTS				
ARP / POSITIVE PAY				
ARP MONTHLY BASE CHARGE	1	25.0000	25.00	A
ARP CHECKS PAID	270	.0714	19.28	A
ARP CHECKS ISSUED	270	.0541	14.61	A
ARP DEPOSIT RECONCILIATION PER ITEM	0	0	0.00	A
ARP PAID ITEM TRANSMISSION	270	.0177	30.00	A
ARP PAID NO ISSUE	0	3.1500	0.00	A
ARP DATA ENTRY	0	1.3500	0.00	A
ARP ONLINE ISSUE MGMT PER ITEM	0	.3800	0.00	A
CHECK MANAGEMENT	0	31.2500	0.00	A
ARP PAPER RECON REPORT MAILED	0	5.2500	0.00	A
POSITIVE PAY MONTHLY BASE CHARGE	1	25.0000	25.00	A
BANK MAINTAIN POS PAY EXCPTN	0	.0420	0.00	A
ARP ISSUE CANCEL	0	.6100	0.00	A
POSITIVE PAY PAYEE LINE PER ITEM	270	.0416	30.00	A
ARP RETURN ITEM	0	18.2500	0.00	A
CLIENT MAINTAIN POS PAY EXCPTN	0	.0432	0.00	A
Subtotal - Arp / positive pay			<u>143.89</u>	
CHECK BLOCK				
CHECK BLOCK MONTHLY BASE FEE	7	10.0000	70.00	A
CHECK BLOCK RETURNS	0	2.5000	0.00	A
Subtotal - Check block			<u>70.00</u>	

CHECK CLEARING

RETURNS - STANDARD

PAPER REPRESENTMENT	0	1.5000	0.00	A
RETURNED ITEM SPECIAL INSTRUCTIONS	0	1.5000	0.00	A
RETURNED ITEMS OVERNIGHT MAILING	0	19.2500	0.00	A
RETURNS MGMT MODULE	1	25.0000	25.00	A
RETURNED ITEMS PER IMAGE	4	.0674	0.27	A
Subtotal - Returns - standard			<u>25.27</u>	

ELECTRONIC DEPOSIT

EDM

EDM MONTHLY SERVICE FEE	1	25.0000	25.00	A
EDM DEPOSIT	0	.8500	0.00	A
EDM BEFORE 4:00 PM EST	0	.0609	0.00	A
EDM AFTER 4:00 PM EST	0	.0764	0.00	A
EDM ON-US CLEARING	0	.0366	0.00	A
EDM SUBSTITUTE CHECK CLEARING	0	.2450	0.00	A
EDM IMAGE EXCHANGE CLEARING	0	.0764	0.00	A
EDM MICR REJECT REPAIR	0	.2650	0.00	A
EDM DELETION OF DUPLICATE ITEM	0	3.9500	0.00	A
EDM DELETION OF IMAGE QUALITY FAILU	0	3.1500	0.00	A
EDM A/R FIELDS PER ITEM	0	.0307	0.00	A
Subtotal - Edm			<u>25.00</u>	

SCANNER

EDM LOW VOLUME SCANNER MONTHLY	0	57.7500	0.00	A
EDM MEDIUM VOLUME SCANNER MONTHLY	2	64.2500	128.50	A
EDM HIGH VOLUME SCANNER MONTHLY	0	88.2500	0.00	A
EDM LOW VOLUME SCANNER PURCHASE	0	1,056.0000	0.00	A
EDM MEDIUM VOLUME SCANNER PURCHASE	0	1,192.5000	0.00	A
EDM HIGH VOLUME SCANNER PURCHASE	0	1,536.7500	0.00	A
EDM SCANNER MAINTENANCE	0	184.2500	0.00	A
Subtotal - Scanner			<u>128.50</u>	

IMAGE SERVICES

IMAGE

IS - 1 YR PAPER PAYMENTS	0	.0105	0.00	A
IS - 7 YR PAPER PAYMENTS	270	.0315	8.51	A
IS - 10 YR PAPER PAYMENTS	0	.0525	0.00	A
IS - 1 YR PAPER REMITS	0	.0105	0.00	A
IS - 7 YR PAPER REMITS	5,392	.0315	169.85	A
IS - 10 YR PAPER REMITS	0	.0525	0.00	A
IS - BASE FEE PER COMPANY	1	40.0000	40.00	A
Subtotal - Image			<u>218.36</u>	

INFO REPORTING

PORTAL - STANDARD

ONLINE WIRE MODULE	1	10.0000	10.00	A
ONLINE ACH MODULE	1	25.0000	25.00	A
Subtotal - Portal - standard			<u>35.00</u>	

PORTAL - PRIOR DAY

ONLINE PRIOR DAY BASE	1	20.0000	20.00	A
ONLINE PRIOR DAY ACCOUNT	8	5.0000	40.00	A
ONLINE PRIOR DAY DETAIL	2,000	.0800	160.00	A
ONLINE STOP PAYMENT BASE FEE	1	5.0000	5.00	A
Subtotal - Portal - prior day			<u>225.00</u>	

PORTAL - INTRA DAY

ONLINE INTRADAY BASE	1	25.0000	25.00	A
ONLINE INTRADAY PER ACCOUNT	8	7.5000	60.00	A
ONLINE INTRA DAY DETAIL	604	.1000	60.40	A
Subtotal - Portal - intra day			<u>145.40</u>	
RETAIL LOCKBOX				
RLBX ITEMS PROCESSED	2,696	.2500	674.00	A
LBX EXCEPTION ITEM UNPROCESSED	0	.2650	0.00	A
RLBX MICR CAPTURE	2,696	.0113	30.46	A
RLBX PHOTOCOPY	0	12.7500	0.00	A
RLBX ANNUAL PO BOX FEE	1	1,317.5000	1,317.50	A
RLBX ITEM LOOKUP	0	.3900	0.00	A
RLBX MONTHLY MAINTENANCE	1	150.0000	150.00	A
RLBX TRANSMISSION	20	10.0000	200.00	A
RLBX CASH PAYMENT	0	2.6500	0.00	A
RLBX POSTAGE	0	8.3000	0.00	A
RLBX OVERNIGHT PAYMENT	0	2.6500	0.00	A
RLBX EXCEPTIONS CHECK ONLY	0	.1200	0.00	A
RLBX EXCEPTIONS MULTIDOCUMENT	0	.1200	0.00	A
RLBX WEB EXCEPTIONS	260	.1575	40.95	A
RLBX DATA CAPTURE	0	.0163	0.00	A
RLBX CORRESPONDENCE	0	.1200	0.00	A
Subtotal - Retail lockbox			<u>2,412.91</u>	
IMAGE				
RLBX PER IMAGE	5,392	.0170	91.66	A
RLBX ON-LINE VIEWING	0	.0173	0.00	A
RLBX IMAGE TRANSMISSION	0	35.0000	0.00	A
Subtotal - Image			<u>91.66</u>	
EXCEPTION PROCESSING				
CENT EXCEPT MONTHLY MAINT	1	110.2500	110.25	A
CE FINANCIAL ITEM-SINGLE DAY	260	.2650	68.90	A
CE FINANCIAL ITEM-MULTI DAY	0	.3700	0.00	A
CE NON FINANCIAL ITEM	0	.1600	0.00	A
Subtotal - Exception processing			<u>179.15</u>	
Total Analyzed			5,012.88	

Additional Fees That May Apply

Services Performed	Proposed Volume	Proposed Price	Proposed Total Fee	
ACCOUNT SERVICES				
STANDARD				
ELECTRONIC DEBITS TRANSACTIONS	0	0	0.00	A
DEPOSIT ITEMS REJECTED	0	.3700	0.00	A
EXCESSIVE DEPOSIT REJECTS	0	0	0.00	A
COMPOSITE GROUP	0	0	0.00	A
OVERDRAFT ITEMS	0	39.0000	0.00	A
STOP PAYMENT	0	0	0.00	A
INTERNAL TRANSFER	0	36.7500	0.00	A
MONEY ORDER ISSUED	0	19.0000	0.00	A
OFFICIAL CHECK ISSUED	0	19.0000	0.00	A
DISB CHECK PAID MICR REJECT & REPAI	0	.4450	0.00	A
RESEARCH PHOTOCOPY/TIME	0	36.7500	0.00	A

SNAPSHOT STATEMENT	0	11.7500	0.00	A
SPECIAL STATEMENT CUT-OFF	0	0	0.00	A
SPECIAL STATEMENT	0	39.0000	0.00	A
STANDARD CONFIRMATION	0	57.7500	0.00	A
PAPER ANALYSIS STATEMENT FEE	0	0	0.00	A
BALANCE INQUIRY	0	21.0000	0.00	A
ENCODED ITEMS DEPOSITED	0	.0683	0.00	A
PAPER ACCOUNT STATEMENT FEE	0	0	0.00	A
OFFICIAL CHECK SHIPMENT	0	5.2500	0.00	A
COMMERCIAL CREDIT REFERENCE	0	89.2500	0.00	A
WIRE INCOMING NON-STRUCTURED	0	20.0000	0.00	A
ZBA				
ZBA PARENT ACCOUNT	0	30.0000	0.00	A
ZBA SUB-ACCOUNT	0	10.0000	0.00	A
ACH				
ACH - STANDARD				
ACH UNWORKED NOC	0	29.7500	0.00	A
ACH NOC FROM CANADA	0	4.2000	0.00	A
ACH REVERSAL	0	19.2500	0.00	A
ACH DELETION	0	19.2500	0.00	A
ACH RECALL	0	131.2500	0.00	A
ACH RETURNED TRANSACTION	0	4.5000	0.00	A
ACH NOTIFICATION OF CHANGE	0	4.5000	0.00	A
ACH UNAUTHORIZED DEBIT RETURNS	0	5.4500	0.00	A
ACH ORIGINATED - DIRECT SEND				
ACH DIRECT SEND MONTHLY MAINT	0	25.0000	0.00	A
ACH DIRECT SEND ORIGINATED CR	0	.1500	0.00	A
ACH DIRECT SEND ORIGINATED DR	0	.1500	0.00	A
ACH DIRECT SEND ORIG ADDENDA	0	.0693	0.00	A
ACH DIRECT SEND FILE PROCESS	0	.5250	0.00	A
REPORTING SERVICES				
ACH RETURN/NOC RPT VIA WEB	1	13.2500	13.25	A
ACH RETURN/NOC FILE TRANS	0	8.1000	0.00	A
ACH ACKNOWLEDGEMENT FILE	0	5.0000	0.00	A
Subtotal - Reporting services			<u>13.25</u>	
SAME DAY ACH				
ACH SD DIRECT SEND CREDIT ORIG	0	1.0000	0.00	A
ACH SD DIRECT SEND DEBIT ORIG	0	1.0000	0.00	A
ACH SD CREDIT ORIGINATED	0	2.1000	0.00	A
ACH SD DEBIT ORIGINATED	0	2.1000	0.00	A
BILLER DIRECT				
PREMIUM				
BILLER DIRECT PREM RECEIVABLE TRANS	0	.2950	0.00	A
BILLER DIRECT PREM MONTHLY MAINT	0	293.0000	0.00	A
EXPRESS				
BILLER DIRECT B MAINTENANCE	0	325.0000	0.00	A
BILLER DIRECT B IVR MAINT	0	325.0000	0.00	A
BILLER DIRECT IVR PER MINUTE	0	.1850	0.00	A
BILLER DIRECT B TRANSACTION	0	.3300	0.00	A
BILLER DIRECT B DETAIL TRANS	0	.1600	0.00	A
BILLER DIRECT DETAIL BILL 3PG	0	.0300	0.00	A
BILLER DIRECT B DETAIL LOAD	0	.0200	0.00	A
BILLER DIRECT BILL FILE MAINT	0	125.0000	0.00	A
BILLER DIRECT EXT BILL MAINT	0	600.0000	0.00	A
BILLER DIRECT EXT BILL PER DOC	0	.0080	0.00	A
BILLER DIRECT STOP FILE MAINT	0	125.0000	0.00	A
BILLER DIRECT B B2B BUNDLE	0	300.0000	0.00	A

BILLER DIRECT B IMPLEMENTATION	0	1,500.0000	0.00	A
BILLER DIRECT B IVR IMPLEMENT	0	1,500.0000	0.00	A
BILLER DIRECT SSO IMPLMENT	0	2,200.0000	0.00	A
BILLER DIRECT SSO W/BILL IMPL	0	3,000.0000	0.00	A
BILLER DIRECT SHO IMPLMENT	0	2,200.0000	0.00	A
BILLER DIRECT API IMPLEMENT	0	4,500.0000	0.00	A
BILLER DIRECT NRTPB IMPLEMENT	0	2,200.0000	0.00	A
BILLER DIRECT EXT ARCH IMPL	0	2,400.0000	0.00	A
BILLER DIRECT PROF SERVICES	0	225.0000	0.00	A
BILLER DIRECT TEXT MTHLY MAINT	0	275.0000	0.00	A
BILLER DIRECT TEXT PER TRANS	0	.0750	0.00	A
BILLER DIRECT WALLET PER USER	0	.3000	0.00	A
BILLER DIRECT ACCT VALIDATION	0	.2000	0.00	A
Subtotal - Express			<u>0.19</u>	
CASHIERING				
BANKING CENTER CASH DEPOSITS				
BKG CNTR DEPOSIT NON-STD BAGS	0	52.5000	0.00	A
BKG CNTR DEPOSIT COIN MIXED	0	5.0000	0.00	A
BKG CNTR DEPOSITED CASH	0	.0025	0.00	A
BKG CNTR DEPOSIT COIN ROLLED	0	.1400	0.00	A
BKG CNTR DEPOSIT COIN LOOSE	0	1.0500	0.00	A
BKG CNTR DEPOSIT NOTES STRAP	0	.1900	0.00	A
BKG CNTR DEPOSIT NOTES LOOSE	0	0	0.00	A
Subtotal - Banking center cash deposits			<u>0.00</u>	
NETWORK VAULT				
CASH VLT NTWK MONTHLY BASE CHARGE	0	0	0.00	A
CASH VLT NTWK DEP COIN FED READY	0	2.2000	0.00	A
CASH VLT NTWK DEPOSIT	0	0	0.00	A
CASH VLT NTWK DEPOSIT NOTES STD	0	.4600	0.00	A
CASH VLT NTWK DEPOSIT NOTES NON-STD	0	.0118	0.00	A
CASH VLT NTWK ORDER BOX	0	7.9000	0.00	A
CASH VLT NTWK ORDER ROLL	0	.1600	0.00	A
CASH VLT NTWK ORDER BUNDLE	0	6.6000	0.00	A
CASH VLT NTWK ORDER	0	4.7500	0.00	A
CASH VLT NTWK ORDER STRAP	0	.6600	0.00	A
CASH VLT NTWK DEPOSIT ADJUSTMENT	0	6.3000	0.00	A
CASH VLT NTWK DEPOSIT ENVELOPE	0	.9450	0.00	A
CASH VLT NTWK ORDER EMERGENCY	0	36.7500	0.00	A
CASH VLT NTWK ORDER MANUAL	0	21.7500	0.00	A
CASH VLT NTWK ORDER STRAPS PARTIAL	0	.0135	0.00	A
CASH VLT NTWK DEPOSIT COIN LOOSE	0	.9200	0.00	A
CASH VLT NTWK DEPOSIT CURRENCY	0	.0015	0.00	A
CASH VLT NTWK DEPOSIT BUNDLE	0	.9250	0.00	A
CASH VLT NTWK DEPOSIT NON-FED BAG	0	4.3500	0.00	A
CASH VLT NTWK CHECK IMAGING	0	.1600	0.00	A
BANKING CENTER CASH ORDERS				
BKG CNTR ORDER	0	0	0.00	A
BKG CNTR ORDER COIN ROLL	0	0	0.00	A
BKG CNTR ORDER COIN BOX	0	0	0.00	A
BKG CNTR ORDER NOTES STRAP	0	.8950	0.00	A
BKG CNTR ORDER NOTES LOOSE	0	0	0.00	A
BKG CNTR NIGHT DROP NON-STD BAG	0	0	0.00	A
BKG CNTR NIGHT DROP HOLDOVER	0	0	0.00	A
BKG CNTR RECEIPT RETURN MAILING	0	0	0.00	A
ECL - STANDARD				
ECL: IMAGE CASH LETTER FILES	0	18.0000	0.00	A
ECL: IQA VERIFICATION	0	.0296	0.00	A

ECL: EXCESSIVE MICR REJECTS	0	.2650	0.00	A
ECL: ECL ITEM CLEAR - ONUS	0	.0276	0.00	A
ECL: IQA IMAGE REJECTS	0	10.2500	0.00	A
ECL:EXCESSIVE IQA VERIFICATION	0	.3150	0.00	A
ECL: FT NETWORK IMAGE IN-CLEARING	0	.0179	0.00	A
RCK SERVICES				
RCK RETURNED ITEM OR CHARGEBACK	0	2.3500	0.00	A
ECL - FI				
ECL: IMAGE TIER 1	0	.0384	0.00	A
ECL: IMAGE TIER 2	0	.0714	0.00	A
ECL: IMAGE TIER 3	0	.0998	0.00	A
ECL: IRD TIER 1	0	.2450	0.00	A
DATA EXCHANGE				
EDI INTEGRATED PAYABLES				
EDI ORIG MONTHLY MAINTENANCE	0	150.0000	0.00	A
EDI ORIG FILE PROCESS-53	0	.1200	0.00	A
EDI ORIG CHECK PRINT	0	.3950	0.00	A
EDI ORIG CHK PRINT- SAME DAY	0	.4850	0.00	A
EDI INTEGRATED RECEIVABLES				
EDI RCPT MONTHLY MAINTENANCE	0	150.0000	0.00	A
EDI RCPT FILE PROCESS-53	0	.0918	0.00	A
EDI EXPRESS	0	75.0000	0.00	A
EDI EXPRESS	0	75.0000	0.00	A
FILE MAP AND IMPORT	0	26.2500	0.00	A
FTD DATA EXCHANGE	0	25.0000	0.00	A
IMAGE SERVICES				
DEPOSITED ITEM IMAGING				
DEPOSIT IMAGING PER ACCOUNT	0	25.0000	0.00	A
DEPOSIT IMAGING PER ITEM	0	.0884	0.00	A
Subtotal - Deposited item imaging			<u>0.00</u>	
PAID CHECK IMAGING				
CHECK IMAGING PER ACCOUNT	0	25.0000	0.00	A
CHECK IMAGING PER ITEM	0	.0884	0.00	A
ONLINE IMAGE RETRIEVAL BASE	0	25.0000	0.00	A
ONLINE RETRIEVAL PER IMAGE	0	0	0.00	A
Subtotal - Paid check imaging			<u>0.00</u>	
PORTAL				
PORTAL - STANDARD				
RSA GOID TOKEN ORDER	0	20.0000	0.00	F
ONLINE REPORTS MODULE	0	20.0000	0.00	A
Subtotal - Portal - standard			<u>0.00</u>	
ELECTRONIC LBX				
RLBX ELECTRONIC PER ITEM	0	.1250	0.00	A
RLBX ELECTRONIC TABLE MAINTENANCE	0	275.00	0.00	A
RLBX ELECTRONIC MONTHLY MAINT	0	40.0000	0.00	A
Subtotal - Electronic lbx			<u>0.00</u>	
EDM PAYMENTS				
RLBX EDM ITEMS PROCESSED	0	.1800	0.00	A
Subtotal - Edm payments			<u>0.00</u>	
WIRE ADVISING				
WIRE NOTIFY - AUTO EMAIL	0	5.0000	0.00	A
Subtotal - Wire advising			<u>0.00</u>	
FX WIRE ONLINE				
ONLINE WIRE OUTBOUND USD FX	0	33.2500	0.00	A
Subtotal - Fx wire online			<u>0.00</u>	

Notes

Service fees may fluctuate according to collected balances and activity volumes from month to month.

Other fees may apply for services performed that were not disclosed in the proposal provided.

Standard pricing will apply to services that are not explicitly addressed in this proposal.

Pricing in this pro forma statement is valid for 180 days from the date the proposal is submitted to the client/prospect for their review.

Service fees may be subject to regular market increases.

All percentage rates denoted herein should not be considered fixed and are subject to change at any time.

Deposit and credit products provided by Fifth Third Bank, National Association. Member FDIC. Equal Housing Lender.



City of Naples Commercial Card Proposal

Current Date: November 1, 2022

We are pleased to offer the City of Naples the following rebate schedule.

Annual Rebate:

Program Multi, T&E, Procurement
 Bill/Pay Corporate
 Grace Period 15 or 5 Days

Minimum	Maximum	Rate Term 30/15	Rate Term 30/5	Large Ticket Rate	Payment Gateway Trans Rate	Discount Trans Rate
\$250,000	\$499,999.99	0.65%	0.70%	0.50%	0.25%	0.20%
\$500,000	\$749,999.99	0.75%	0.80%			
\$750,000	\$999,999.99	0.85%	0.90%			
\$1,000,000	\$2,999,999.99	1.00%	1.05%			
\$3,000,000	\$4,999,999.99	1.15%	1.50%			
\$5,000,000	\$9,999,999.99	1.30%	1.60%			
\$10,000,000	Above	1.45%	1.70%			

Rebate Requirements

All rebate payments are subject to contract terms.

All programs are required to be set up by Fifth Third Bank on ACH Auto-Debit payment.

*** Large Ticket items are paid out at a maximum rebate of 0.50% and are not subject to other rebate tiers.**

Fee Schedule:

Card Fees

Emergency Replacement Card Delivery (Overnight)	\$20.00 per card
Card Design Fees	
Standard (Recommended)	No charge
Graphic Design (one color for client logo or name)	\$500.00
Custom Card (multiple colors and/or images allowed)	TBD

Transaction Fees

Online Reporting (SDg2)	\$0.10 per transaction (WAIVED)
Foreign Currency Conversion Fee	2%
Cash Advance Fee	3% of total advanced (\$3.00 min.)

Account Fees

Annual Program Fee (waived if > \$350,000 spend in calendar year)	\$250.00
Online Card Administration (CCM)	No charge
Finance Charge Rate on Past Due Balances	19.8%
Late Payment Fee	\$29.00 per month per account
Excess Credit Limit Charge	\$35.00 per occurrence
Returned Check Fee	\$35.00 per check returned
Standard File Feed (optional service)	\$1500 for setup; \$150 per month
Custom File Feed	\$3000 for setup; \$150 per month
Custom Work Request & Special Project Fee	\$125/hour
MasterCard Fifth Third ePay API (optional service)	\$18,000 on-time up front

All terms and conditions are subject to the Commercial Card Service Agreement

Merchant Services Pricing Proposal

The pricing below reflects the costs over Pass-Through Interchange costs, less the surcharge you are currently being charged. Potential Gateway cost reduction as well.

Transaction Fees

	Basis Points	Authorization/Settlement
Visa	0.14%	\$0.05
MasterCard	0.14%	\$0.05
Discover	0.14%	\$0.05
American Express	0.14%	\$0.05

Additional Fees (Per MID)

Chargeback Support Fee	\$10	
Set Up Fees	\$150	
Annual Fee	\$199	
Annual Compliance/Regulatory Fee	\$159	
Deconversion Fee	\$295	
Safer Payments	\$24.95	
Monthly Location Fee	\$2.50	
		Liquidated Damages May Apply



FIFTH THIRD BANK

**38 Fountain Square Plaza
Cincinnati, Ohio 45263**

**Treasury Management Services
Terms & Conditions Book**

TABLE OF SERVICES

SERVICE	Page Number
INTRODUCTION	1
OVERVIEW	1
I. ACCOUNT ANALYSIS 822	2
II. ACCOUNT RECONCILIATION	2
III. ACCOUNT VALIDATION	4
IV. AUTOMATED CLEARING HOUSE (ACH)	6
V. ACH POSITIVE PAY	12
VI. ACH TRANSACTION CONTROL	14
VII. BAI FILE	15
VIII. BILLER DIRECT	15
IX. BILL PAY SERVICE	19
X. CANADIAN ACCOUNT DEPOSITORY SERVICES ("CANLINK")	20
XI. CASH SERVICES	45
XII. CHECK BLOCK	51
XIII. CHECK IMAGING	51
XIV. CHECK ISSUANCE	52
XV. CHECK RETURNS	52
XVI. CONTROLLED DISBURSEMENT	54
XVII. DEPOSIT INFORMATION	55
XVIII. ELECTRONIC CASH LETTER	56
XIX. ELECTRONIC DEPOSIT MANAGER	60
XX. ELECTRONIC LOCKBOX	65
XXI. ESCROW MANAGER	65
XXII. EXPERT AP	68
XXIII. EXPERT AR	71
XXIV. INFORMATION REPORTING	73
XXV. INTEGRATED PAYABLES	73
XXVI. INTEGRATED RECEIVABLES	73
XXVII. LOCKBOX	74
XXVIII. MARKET TRADE	78
XXIX. MULTICURRENCY ACCOUNT	79
XXX. PAYMODE X CHANNEL	81
XXXI. POSITIVE PAY	84
XXXII. INSTANT PAYMENTS	86
XXXIII. RE-PRESENTED CHECK ENTRIES	88
XXXIV. SWEEP	89
XXXV. TAX LINK 53	92
XXXVI. VIEWPOST CHANNEL	94
XXXVII. WIRE TRANSFER SERVICE	97
XXXVIII. ZERO BALANCE ACCOUNTS (ZERO BALANCE AND CORPORATE ONE ACCOUNTS)	102
XXXIX. DEFINITIONS	103

INTRODUCTION

Fifth Third Bank, National Association (“Bank”) is proud to offer the treasury management services (“Services”) listed and described in this Treasury Management Services Terms & Conditions Book (“T&C Book”). This T&C Book sets forth the “Service Terms” for each of Bank’s Services described in this T&C Book. All of Bank’s Services are provided under and subject to the Master Treasury Management Agreement or similarly titled agreement governing the Services (“Master Agreement”) in effect between you, as Bank’s “Customer,” and Bank. Services may be obtained as described in the Master Agreement. If Customer is not using a particular Service described in this T&C Book, the Service Terms for that Service as set forth herein do not apply to Customer or Bank. If Customer is using a Service, the Service Terms for that Service as described in this T&C Book apply to Customer and Bank. Unless otherwise defined herein, capitalized terms used herein will have the meanings provided in the “Definitions” section at the end of this T&C Book or the Master Agreement, as applicable.

OVERVIEW

OCAA

Customers who use *Fifth Third Direct*® or one of Bank’s other Access Channels are required to enter into the Online Channel Access Agreement (“OCAA”). The OCAA governs the use of the Access Channels and Channel Services for all of Bank’s banking services and products including the Services under the Master Agreement. All of Bank’s Services made available through the Access Channels are provided under and subject to the terms of the OCAA in effect between Customer and Bank. Services may be obtained as described in the Master Agreement or OCAA. Pursuant to the OCAA, Customer will designate a Channel Administrator. The Channel Services for the Services provided under the Master Agreement are described in the Master Agreement and this T&C Book. References in this T&C Book to *Fifth Third Direct* include any successor website or Access Channel Bank may offer.

Commercial Account Rules

Customer’s Accounts with Bank and deposits to, and transactions in Customer’s Accounts are subject to the Commercial Account Rules or, if applicable, Rules and Regulations Applicable to all Bank Accounts provided in connection with Customer’s opening of such accounts (the “Account Rules”).

Set Up and Implementation

For many of Bank’s Services, Customer must complete a set-up and implementation process before the Services are available for Customer’s use. In this process, Customer will

- provide Bank with important information about Customer and Customer’s desired use of the Services Customer selects, including any Implementation Materials for the Service,
- designate Accounts to be subject to the Service (“Designated Accounts”),
- make elections among various options available with the Services including selecting one or more Access Channel and optional Service features, and
- appoint a Service Administrator for the Service, where applicable.

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

User Guides

For some of Bank’s Services, Bank will provide Customer a printed or online copy of a user manual or user guide (a “User Guide”) that will provide operating procedures and service details to assist Customer in Customer’s use of the Service.

Service Administrator

For many of Bank’s Services, Bank requires that Customer designate one or more Service Administrators. The Service Administrator may be provisioned by the Channel Administrator or separately designated by Customer. The Service Administrator has significant authority comparable to that of the Channel Administrator, but only with

respect to the Service for which it is designated. The authority of a Service Administrator includes the following general authority and is further described in the Service Terms for a Service:

- manage the Service,
- select Service options offered with the Service,
- select the Designated Accounts,
- administer Security Procedures related to the Service, designate Users and assign user IDs and passwords and User Rights,
- access reports generated with respect to the Service, and
- for certain services, select Customer's approval process or authorization protocols.

Remotely Created Checks

Customer agrees not to send or deposit with Bank in any way remotely created checks or drafts (sometimes also referred to as "*remotely created payment orders*" or "*RCPOs*") unless Customer complies with financial industry standards regarding the coding of such checks and drafts with a "6" identifier in the EPC field of the MICR line. With each permitted RCPO Customer sends to or deposits with Bank, Customer represents and warrants that Customer has obtained and will retain in accordance with Applicable Law the valid authorization of the maker of the RCPO, and Customer has otherwise complied with and will continue to comply with Applicable Law regarding RCPOs. If Customer engages in "*telemarketing*" as that term is defined in the Telemarketing and Consumer Fraud and Abuse Prevention Act (TCPA) and the related rules and regulations, Customer may not send Bank RCPOs under any circumstances.

I. ACCOUNT ANALYSIS 822

Service

Account Analysis 822 is Bank's basic reporting tool providing Account balance, service charge and fee information and adjustments electronically in Standard Transaction Set 822 Format.

Set Up

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

II. ACCOUNT RECONCILIATION

Service

Bank's Account Reconciliation Service helps Customer reconcile and manage Customer's credit and debit activity in Designated Accounts by providing detailed information on all paid and outstanding items. Bank offers partial, full, and deposit reconciliation as described below and in the User Guide Bank provides for this Service. The information generated with this Service is provided to Customer using the communication channel Customer selects.

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

Storage and Retrieval. Almost all of Customer's checks will be presented to Bank as an image or substitute checks. These checks and the related check information will be stored and may be retrieved as electronic images. Bank will store Customer's images in archive for a seven (7) year period. Check images can be retrieved for viewing through *Fifth Third Direct* or made available on a CDROM.

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

Set Up. Bank will provide the features of the Service Customer selects in the set-up process. If Customer selects Bank's Full Reconciliation Service, Bank will test Customer's file transmission; the Service will not begin until Bank has approved the transmission.

Partial Reconciliation

Partial Reconciliation is Bank's basic reconciliation service. With Partial Reconciliation, Bank reviews the check numbers of clearing checks, makes corrections as necessary and reports cleared check information on a monthly basis through Customer's selected reporting channel. Customer may use electronic data files Bank provides to post Customer's paid check activity directly to Customer's internal system to assist in monthly Account reconciliation.

Full Reconciliation

Check Issue File. Full Reconciliation is a more complete reconciliation of Customer's issued and paid check activity and is provided on a monthly basis. This option requires Customer to transmit to Bank a "Check Issue File" that includes issued, voided and stopped check information. Bank uses the information in this file to review Customer's Account activity and make corrections to Customer's check information, which Bank then reports to Customer through Customer's selected reporting channel. Bank will establish the file transmission method and format requirements for Check Issue Files with Customer in the set-up process. Check Issue Files must be transmitted by Bank's processing Cutoff Time on the last Business Day of the statement cutoff cycle or as often as Customer issues checks. Should the complete Check Issue File not be received by the 20th Business Day of the following month, Customer will be contacted and a Partial Reconciliation provided for that month. All Check Issue Files should be transmitted to Bank by 7:00 p.m. ET for "end of cycle" processing (last day of Customer's cycle period). Customer's initial Check Issue File must contain all outstanding check information as of the date of the start of this Service. This requirement ensures that outstanding checks in the payment system will clear against the Account as validly issued checks.

Acknowledgement. If Customer transmits the Check Issue File to Bank electronically, Customer has the option to receive automated transmission acknowledgement or Customer may email Customer's transmission total verification to the address Bank specifies. The email should contain Customer's company name, dollar amount of the Check Issue File, total items in the Check Issue File, as well as a contact name and number. If the Check Issue File that Bank receives is different than the information provided, Bank will contact Customer to resolve the issue.

Deposit Reconciliation

Bank offers a feature of this Service that enables Customer to create special serial numbers associated with deposit locations such as stores. Bank provides a deposit report tracking deposits by those serial numbers.

Check Management

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

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

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

III. ACCOUNT VALIDATION

Service

Service Description. In conjunction with its Processor, Bank will provide Customer access to its Account Validation Service that allows Customer to verify that the recipient or the initiator of a payment is the owner of the bank account to which the payment is being deposited into or is being drawn from. The Service also allows Customer to confirm whether that bank account is open or closed. The Service is a commercially reasonable fraud detection system that complies with the Nacha Operating Rules.

Set Up. The Service will not be available to Customer until Bank and Customer complete the set-up and implementation process with Bank. In the set-up process, Bank will establish communication links and provide Customer other information about Customer's use of the Service.

Functionality. The Service enables Customer to verify that an account is open and confirm the account owner's identity before initiating an online payment. For a payment requiring account validation, the Customer submits a request (the "Inquiry") and receives the Response Data (defined below). The Customer's Inquiry is based upon the following Account Owner Elements ("AOE"): Name, Routing and Transit (RT) number, and Account Number. In response to the Inquiry, the Service will present to the Customer an Account Owner Authorization ("AOA") and an Account Status response (together, the "Response Data"). The AOA response will be presented as a "yes", "no" or "conditional" response, or some variation communicating the same response (i.e. "green," "red," or "yellow"), along with an overall match score as to whether the presented identity elements match the identity elements on the presented account number. The Account Status response will verify whether the recipient's account is "Open," "Closed," or "Not Located" as to whether a presented account number is open, closed, or not located.

Customer's Permitted Uses.

Account Status Response Data. Customer may use the data from the Account Status response only to (i) validate the existence of an Account and the associated Account Status data in determining whether to accept or decline an Item as payment for goods or services; (ii) as a factor in verifying, authorizing, or guaranteeing a payment; (iii) to cash an Item or provide cash back from a deposit or payment; (iv) to decide whether to forward an Item for collection or represent it electronically; or (v) to determine whether to allow the Account or application to be enrolled for use in connection with future transactions by validating that the Account exists and/or is in good standing.

Account Owner Authorization Response Data. Customer may use the data from the AOA response only (i) to determine whether to accept or decline an Item as payment for goods or services by validating that the consumer presenting such Item is an authorized accountholder, user, or signatory of the Account on which the Item is drawn; (ii) to determine whether to accept or decline an Item as payment for goods or services by validating that the company name associated with such Item is the company name of the Account on which such Item is drawn; (iii) to determine whether to accept or decline an Item as funding for an Account by validating that the consumer is an authorized accountholder, user, or signatory of the Account used or to be used in connection with the funding; (iv) to determine whether to transfer funds by validating that the consumer is an authorized accountholder, user, or signatory of the Account used or to be used in connection with the transfer of funds; and (v) to determine whether to allow the Account to be enrolled for use in the connection with future transactions by validating that: (1) the consumer is an authorized accountholder, user, or signatory of the Account; or (2) the company name is associated with the Account.

General Uses. The information obtained through this Account Validation Service is not a “consumer report” as defined in 15 U.S.C. §1681a(d) of the Fair Credit Reporting Act (“FCRA”) (15 U.S.C. 1681 *et seq.*) and is not provided to be used, and shall not be used, as a factor in determining a consumer’s eligibility for any purpose covered by the FCRA. Customer shall not merge, aggregate, or compile Response Data into any other database for use in connection with future Inquiries. Customer shall not sell, resell, sublicense, or otherwise transfer any part of the Response Data to any other person or entity. The Response Data is time-sensitive and only intended to be used in connection with the specific Inquiry for which it was requested.

Processor’s Permitted Uses. Customer acknowledges that Processor may use the data Customer provides for the purpose of: (a) providing the Service; (b) preparing statistical reports and conducting data analytics, parsing routines, data modeling, and other analyses to test and evaluate services provided by Processor; (c) developing and providing new services or enhancements to existing services provided by Processor; (d) developing and providing services to third parties engaged in the business of offering identity theft protection services to consumers, provided that no personally identifiable information shall be returned to any such third parties, and; (e) retention as required by Applicable Law and as necessary for reasonable record keeping purposes pursuant to Processor’s record retention policies.

If Customer is a government agency, Customer acknowledges and agrees that Processor will use the data provided for the purpose of (a) providing the Account Validation Service; and, (b) retention as required by Applicable Law and as necessary for reasonable record keeping purposes pursuant to Processor’s record retention policies.

Rights and Requirements.

Audit. Customer agrees and authorizes Bank or its Processor to conduct an audit and an online virtual review with Customer to verify Customer’s compliance with the terms of the Service, each of which shall occur only during normal business hours and upon reasonable advance notice. Each shall occur not more than once per calendar year.

Upon request by Customer, Processor shall provide to Customer a copy of its most recent Annual Risk Report (“ARR”), as well as any updated ARR’s upon request from Customer. Additionally, if Customer desires to conduct an on-site audit of Processor’s information security program outside of Processor’s regularly scheduled consolidated on-site audit periods (which are free to Customer), then a daily fee shall be assessed to Customer for the on-site audit. Any on-site audits (i.e. outside of the regularly scheduled consolidated on-site audit periods) shall not begin until the daily fee for each, as applicable, has been agreed upon by the Parties. Fees related to these on-site audits will be billed to Customer separately from fees for the Service. However, any on-site audit that is triggered by a regulatory agency order or a court order will not result in a daily fee as set forth herein. If Customer desires that Processor complete a questionnaire regarding Processor’s information security program, then a standard fee shall be assessed to Customer for the questionnaire, as established by Processor. Any completion of a questionnaire in this instance shall not begin until the fee has been paid by the Customer. Fees related to the completion of questionnaires by Processor will be billed to Customer separately from fees for the Service.

Authorized Users. Unless otherwise prohibited by law, Customer shall not knowingly permit any of its directors, officers, employees, contractors, subcontractors, attorneys, auditors and accountants, to access the Service if the person has been convicted of a crime in connection with: (a) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. § 1829(a); or (b) a felony.

Suspension or Termination of Service. Bank may suspend the Service if Bank believes security has been compromised, Customer is not in material compliance with the terms of this Service, or Customer’s use of this Service presents other risks. If Bank believes that Customer is not in material compliance, Bank or its Processor may request that Customer provide a resolution plan to address a specific audit finding within two (2) business days. If Bank determines to suspend the Service, Bank will provide Customer notice as promptly as practical but will have no liability for suspending the Service or any failure to notify Customer of the suspension.

Miscellaneous. Processor is a third-party beneficiary of these Account Validation Service terms, but Processor shall have no liability arising out of the Bank Agreements between Bank and Customer, including, without limitation, any duties or obligations (contractual, at law or otherwise) owed by Customer to Bank or by Bank to

Customer under the Bank Agreements. Any Customer that provides banking, insurance and/or investment products and services, and is regulated by one or more of the following entities: The Office of the Comptroller of the Currency, Consumer Financial Protection Bureau (excluding non-depository covered persons), National Credit Union Association, Securities and Exchange Commission, Financial Industry Regulatory Authority (formerly NASD), Federal Reserve, Federal Deposit Insurance Corporation, The Public Corporation for the Supervision and Insurance of Cooperatives in Puerto Rico (COSSEC), state banking departments or State Insurance Commissioners (Department of Insurance and similarly named organizations) shall be bound to those applicable rules and procedures that govern participation in and use of the Early Warning Shared Databases and the services covered thereby, as amended from time to time.

IV. AUTOMATED CLEARING HOUSE (ACH)

Service

Description. The Automated Clearing House (“ACH”) Service allows Customer to

- make payments from the Designated Account to receiving accounts by means of ACH Credit Entries or by means of internal transfers (“On-Us Entries”) when the receiving account is maintained with Bank; and
- collect payments from receiving accounts by means of ACH Debit Entries, provided Customer has obtained and maintains proper authorization from the Receiver.

ACH transactions can be initiated through Bank’s Access Channels including *Fifth Third Direct* or direct file transmission or other method as may be permitted by Bank. This Service is subject to the terms below, the Implementation Materials (provided to Customer when Customer accepts the Service and from time to time during Customer’s use of the Service), Applicable Law and the Operating Rules. Bank offers a variety of information reporting services for this Service which are subject to the Service Terms for those Services.

Set-Up Procedures. In the set-up procedures, Bank will establish communication links and Security Procedures, and provide Customer with the file specifications and other information about Customer’s use of the Service.

Operating Rules

Application. The Service is governed by the Operating Rules as amended from time to time. Customer agrees to comply with and be bound by the Operating Rules. Customer is responsible for any fines or penalties assessed against or imposed on Bank by Nacha for Customer’s violation of the Operating Rules. If there are any inconsistencies between these Service Terms and the Operating Rules, the Operating Rules shall govern. A copy of the Operating Rules is available through Nacha upon request at current Nacha prices.

Definitions. With this Service, Customer is the “Originator” of the Entries and Bank is the “Originating Depository Financial Institution” or “ODFI” with respect to these Entries as those terms are defined in the Operating Rules. “Entry” has the meaning set forth in the Operating Rules and includes the data Customer sends Bank from which Bank prepares Entries. Capitalized terms used in these Service Terms without being otherwise defined in the Agreement will have the meaning given such terms in the Operating Rules.

ACH Transactions

Entries. Bank authorizes Customer to transmit Credit and Debit Entries to Bank of the type and SEC Code that Bank approves in the set-up procedures for this Service. Customer agrees to originate and transmit Entries using the Access Channels and Security Procedures as provided and permitted by Bank. Bank agrees to process such Entries as provided in and subject to these Service Terms and the Operating Rules. Bank may, but shall not be required to, accept and act on Entries and other instructions provided by telephone, facsimile, or otherwise that are not in compliance with the requirements of these Service Terms or the Security Procedures. Customer is authorized to use this Service solely for Customer’s own direct benefit and not directly or indirectly for the benefit of any third party unless Bank and Customer have executed either the Third Party Service Provider Agreement or Third Party Sender Agreement.

Receiver Authorization. Customer is responsible for making disclosures required by these Service Terms, Operating Rules and Applicable Law and obtaining, documenting and retaining proper authorization to initiate Debit Entries for such period of time as required by the Operating Rules or Applicable Law, whichever is longer. The Operating Rules require that Customer, in Customer's capacity as Originator obtain specific authorization from the Receiver as required by the Operating Rules. In addition, the Electronic Funds Transfer Act requires Customer to obtain written authorization from Customer's consumer Receivers to initiate an electronic fundtransfer. Customer agrees to provide Bank evidence of the authorization within five (5) days of Bank's request.

Specifications. Customer's Entries must conform to Bank's file specifications and be transmitted in a format that Bank approves. Bank reserves the right to reject or refuse to execute individual Entries or entire files that do not meet the specifications or requirements for such Entries of files.

Content. Customer is solely responsible for providing all information necessary for the proper origination of each Entry that Customer sends to Bank and for the content in the Entries Customer sends to Bank. Bank is not responsible for detecting or reporting any error in any Entry Customer transmits. Bank is entitled to rely on the information Customer provides in Customer's Entries and is not responsible for the consequences of acting on an Entry or information Customer provides to Bank.

Limitations

Exposure. In the set-up procedures, Bank will establish with Customer the types of Entries that Bank will accept and the exposure limits and transaction limitations applicable to Customer's ACH origination activity. Bank may at any time determine to restrict or change the amount or type of transactions Bank will accept from Customer, and Customer agrees to comply with those restrictions once established. The establishment of an exposure limit is not a commitment on the part of Bank to process transactions up to that limit. Customer is not authorized to use these Services for the benefit of any other person except Customer's Affiliates who have become a party to the Master Agreement.

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

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

Security

Security Procedures. Bank will provide the Security Procedures to be used with this Service in the set-up procedures and Implementation Materials. Customer agrees to comply with the requirements of the Security Procedures (53.com/tm-security) established to permit Customer to transmit Entries to Bank. Customer acknowledges that the purpose of such Security Procedures is for verification of authenticity and not to detect an error in the transmission or content of an Entry. No procedure for the detection of any such error has been agreed upon between Customer and Bank. Customer agrees that the Security Procedures selected by Customer from those offered by Bank is a commercially reasonable level of security for the Entries originated by Customer. If Customer's origination or transaction volume meets or exceeds the threshold designated by Nacha (6 million entries annually, to be reduced to 2 million effective June 30, 2022), then Customer agrees to protect deposit account information by rendering it unreadable when it is stored electronically.

Internal Controls. Customer agrees to establish and maintain internal security procedures including effective processes, procedures and controls to safeguard against unauthorized transmissions through this Service. Customer will not permit any individual to initiate ACH transactions in the absence of proper supervision and safeguards, and Customer agrees to take commercially reasonable steps to maintain the security of Customer's communications facilities and the confidentiality of the Security Procedures in order to prevent unauthorized transactions. If Customer believes that any Security Procedure has been obtained or used by an unauthorized Person or the security of Customer's systems have compromised in a manner that may affect Customer's use of the Services, Customer agrees to notify Bank promptly and confirm Customer's notification in writing. The

occurrence of unauthorized access will not affect any action taken prior to receipt of such notification and within a reasonable time period to act on such notification.

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

Processing

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

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

File Confirmation and Control Total. For each file, Bank requires that Customer send to Bank control total and related data to assist Bank in confirming the origin of Customer's file. Customer may communicate this data to Bank by the means agreed upon in the set-up procedures. Customer may use one of the optional features of Bank's Service to obtain confirmation of Bank's receipt of Customer file.

Data Retention. Customer agrees to retain data on file adequate to permit remaking of Entries for thirty (30) days following the Settlement Date of the Entry, and agrees to provide such data to Bank upon request.

Customer's Representations and Warranties. With respect to each and every Entry Customer initiates, Customer represents and warrants to Bank, and agrees that (a) each Person shown as the Receiver on the Entry has authorized the initiation of the Entry as required by the Operating Rules and Applicable Law and the crediting or debiting of Customer's Designated Account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is in effect at the time of Customer's transmission of the Entry to Bank, (c) the Entry is of the type authorized by Bank for transmission as established in the set-up procedures, and (d) the Entry complies with these Service Terms and Applicable Law. Customer hereby further makes to Bank each and every representation and warranty that Bank makes with respect to Customer's Entries under Applicable Law, including the Operating Rules.

IAT. The Operating Rules provide for a Standard Entry Class code for an International ACH Transaction ("IAT"). An IAT is an ACH Debit or Credit Entry in any currency (including U.S. Dollars) that is part of a payment transaction originating from or transmitted to an office of a financial agency located outside the territorial jurisdiction of the United States. Customer agrees to implement and follow procedures to identify transactions that meet the definition of an IAT and code those transactions as IAT transactions. Customer shall comply with programs administered by the Office of Foreign Assets Control ("OFAC") and the U.S. Department of the Treasury's Financial Crimes Enforcement Network ("FinCen") including screening such Entries and other Instructions for OFAC compliance. Customer acknowledges that the rules and procedures governing IAT transactions are complex and carry with them important implications for your organization, including penalties, fines and sanctions, and Customer agrees to comply with all laws, rules, regulations and applicable legal requirements of the receiving country and its payment systems ("Foreign Laws") including obtaining all necessary authorizations and consents required by the laws of such country and its payments systems.

For each IAT Entry that Customer sends to Bank, Customer represents and warrants that Customer is in compliance with all Applicable Laws (including all OFAC and FinCen obligations) required under the Operating Rules and Applicable Law, and that the origination of the IAT Entry is in compliance with the Foreign Laws of the receiving country for the IAT Entry.

Customer accepts all risk associated with the proper identification of the currency in which the Receiver's account is denominated, and for funding the settlement of IAT Entries with the proper settlement amount of an IAT Entry whether payable to the Receiver's account in a foreign currency or US Dollars. If the IAT Entry is paid in currency other than US Dollars, the foreign exchange rate is established by the Gateway Operator or other governing authority for the country of the Receiver's account. Customer agrees to be responsible for determining the proper amount to fund an IAT Entry, for any and all changes in exchange rates, and for any difference in exchange rates at which returns are processed. Customer acknowledges that exchange rates can and do change frequently and that the exchange rate at which an Entry is processed may be different than the published exchange rate at the time Customer initiates a transaction. The exchange rate for a returned entry may be different than the exchange rate for the corresponding Entry and Customer bears the risk of that change. Bank assumes no foreign exchange or credit risk in processing IAT Entries.

Customer agrees to indemnify Bank for any fines or penalties assessed or incurred on Bank arising out of or relating to Customer's violation of the Operating Rules. Customer is solely responsible for all errors in any Entry that Customer sends to Bank and for any duplicate Entry. Customer is obligated to pay Bank for an entry even if it is erroneous or a duplicate.

WEB Debit Entries. The Operating Rules provide for a Standard Entry Class Code that is used for the origination of debit entries (either Single or Recurring Entry) to a consumer's account pursuant to an authorization that is obtained from the Receiver via the Internet (WEB Entries). Customer agrees to establish and implement a commercially reasonable fraudulent transaction detection system to screen each debit WEB Entry. Customer agrees that its fraudulent transaction detection system will, at a minimum, validate the account to be debited for the first use of such account number, and for any subsequent change(s) to the account number.

Payments with Respect to Entries

Credit Entries. Customer agrees to pay Bank for each Credit Entry Bank processes for Customer. Bank will debit Customer's Designated Account for Credit Entries (including debit Reversals) on the Settlement Date of the Entry as specified by the ACH Operator unless Bank requires Customer to pre-fund Customer's Entries. Pre-funding means that Customer must pay for the Credit Entry by such time before the Effective Entry Date as Bank may specify. Bank may require pre-funding at any time. If Bank requires Customer to pre-fund an Entry, the pre-funding is solely for Bank's benefit and no interest will be paid on any funds while held by Bank.

Debit Returns. Customer agrees to pay Bank for any returned Debit Entries (including rejected Debit Entries) or any adjustment Entries which Bank previously credited to Customer's Designated Account. Bank is not required to send a separate notice of Debit Entries which are returned unpaid.

On-Us Entries

Except as otherwise provided in these Service Terms, in the case of an On-Us Entry, Bank credits or debits the Receiver's account in the amount of such entry on the Effective Entry Date contained in such entry, provided that such entry satisfies the requirements of these Service Terms.

Rejection of Entries

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

Returns, Reversals, and Changes

Returned Entries. Except for an Entry that Customer retransmits in accordance with Bank's

requirements, Bank has no obligation to retransmit a returned Entry to the ACH Operator if Bank has complied with these Service Terms with respect to the original Entry. Either party may initiate a dishonored return as permitted by the Operating Rules. Returned Entries are credited to the original Account upon receipt. Notice of a returned Entry is given through the reporting service chosen by Customer.

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

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

Changes. Bank has no obligation to cancel, correct or amend ("*Change*") an Entry after Bank receives it. However, if Bank receives a request for a Change in accordance with the Security Procedures, Bank will use reasonable efforts to act on the request, provided that the request complies with Bank's requirements for a Change of Entry data. Bank cannot make a Change after the Entry has been submitted to the ACH Operator or to the network. Bank will have no liability if such a Change is not affected.

Rejections. Notice of rejection of an Entry is given to Customer through the reporting service chosen by Customer. Notices of rejection will be effective when given. Bank is not liable for the rejection, and Bank is not obligated to pay Customer interest for the period before Customer receives the notice of rejection. If any Entry is rejected, it is Customer's responsibility to correct and resubmit any Entry Customer wishes to resubmit.

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

Settlement; Provisional Credits

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

Customer acknowledges and agrees that: all credits to the Designated Account are provisional until Bank receives final settlement for the funds in accordance with the Operating Rules; and if Bank does not receive such final settlement, Bank is entitled to a refund (including any accrued interest or earnings credit applied) of the amount credited to the Designated Account.

Designated Account

Payment. Customer agrees that the Designated Account specified in the Service set-up procedures shall be the account for settlement from which credits will be drawn and debits will be made on account of Entries that Bank initiates on Customer's behalf. Customer agrees to maintain sufficient Available Funds in the Designated Account to cover Customer's payment obligations for all Entries transmitted to Bank. Customer agrees to pay Bank, and authorizes Bank to debit from the Designated Account, the amount of each Credit on the Settlement Date. Bank will adjust the Designated Account for any float costs Bank incurs as a result of processing Entries, returns, reversals or adjustments.

Availability. Bank shall credit to the Designated Account the Debit Entries that Bank transmits to the ACH Operator on the Settlement Date for the Entry. Bank reserves the right to place a hold on Customer's Designated Account for Credit Entries Customer sends to Bank. Bank will post Credit Entries for credit to Customer's Designated Account in accordance with the Operating Rules, subject to Bank's Cutoff Times and processing schedules provided to Customer in the Implementation Materials.

Additional Limitations

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

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

Inconsistency of Name and Number

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

Third Party Service Provider or Sender

If Customer engages a third party to create or initiate Entries for Customer, that third party shall be deemed a Third-Party Service Provider ("TPSP") as defined in the Operating Rules and is Customer's Authorized Agent and Vendor for purposes of this Service and the Master Agreement. Bank may require Customer and the TPSP to enter into a Third-Party Service Provider Agreement with Bank in the form Bank requires to permit the third party to provide such services. Bank may also permit the TPSP to provide such services to Customer upon Customer's completing the Implementation Materials, and such Implementation Materials being accepted by Bank, indicating the authority of Customer's TPSP to originate Entries to Customer's Designated Account(s). Customer agrees to be liable for the acts and omissions of any such TPSP as Customer's Vendor, including, but not limited to, payment for any Entries originated and submitted on Customer's behalf by the TPSP and TPSP's compliance with the Operating Rules as a Third-Party Service Provider, Applicable Law and the Operating Rules. Customer agrees that any Entries communicated by Customer's TPSP via direct connection with Bank or *Fifth Third Direct* shall be deemed in compliance with the Security Procedures and commercially reasonable. Customer further agrees to indemnify and hold Bank harmless for any Losses incurred as a result of Bank's accepting and processing Entries on Customer's behalf from the TPSP.

Unless Bank agrees and enters into a Third-Party Sender Agreement with Customer in a form Bank specifies, Customer is not authorized to use this Service as a Third-Party Sender or Third-Party Service Provider as defined in the Operating Rules. Customer agrees that Customer will not act as a Third-Party Sender unless such Third-Party Sender Agreement has been entered into by Customer and Bank.

ACH Transaction Management

ACH Transaction Management is a feature of this Service that enables Customer to receive reports on and view Customer's ACH activity.

ACH Express

ACH Express is a feature of this Service that allows Customer to perform searches on ACH receipt activity. If elected by Customer, the searches for various ACH receipt activity includes ACH returns, ACH Notifications of Change, and ACH Addenda information. Search options include the following:

- Transaction Date;
- Account Number;
- Trace Number;

- Company Name;
- Amount;
- Transaction Type (Deposit/Payment or Return/NOC); and
- Specific Addenda Text.

V. ACH POSITIVE PAY

Service

Description. Bank's ACH Positive Pay Service is a tool that assists Customer in protecting Customer's Designated Accounts from unauthorized automated clearinghouse Debit Entries by providing Customer on a daily basis exception reports of unapproved Debit Entries for decision, all through *Fifth Third Direct* and the Service website. **This Service does not cover checks or drafts including preauthorized orders and drafts, or electronic checks.** Capitalized terms used in these Service Terms without a separate definition herein that are defined in the Operating Rules will have the meaning given such terms in the Operating Rules.

Service Administrator. In addition to the general authority of a Service Administrator, the Service Administrator for this Service has the authority to give Bank Instructions and orders with respect to the disposition of Debit Entries to Customer's Accounts and to select Customer's approval process as described below.

Service Process

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

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

Default Decision. For all Debit Entries to Customer's Account from Originators not addressed in the Originator Profile, Customer will in the set-up process specify whether those Debit Entries should be paid or not paid in the absence of a timely decision by Customer on the Exceptions Report described below. That decision, which will sometimes be referred to as Customer's "*default decision*," will be the instructions Bank carries out

with respect to a Debit Entry which is neither addressed by Customer's Originator Profile nor the subject of timely action by Customer on an Exceptions Report described below.

Exceptions Reports. On each Banking Day, Customer can access through the Service website a list of Debit Entries presented against Customer's Account the previous Banking Day which have not been the subject of a decision which are neither from an Always Pay Originator in an amount in excess of Customer's specified threshold for that Originator nor from an Always Return Originator (an "Exceptions Report"). For each Debit Entry appearing on the Exceptions Report, Customer will be given the option through Customer's selected approval process to "pay" or "return" the Debit Entry (however described in the Exceptions Report). Customer will also have the additional options of specifying that Debit Entries from that Originator always be paid (with or without a dollar threshold) or always returned, in which case that Originator becomes an Always Pay Originator or Always Return Originator, respectively, and added as such to Customer's Originator Profile. If Customer enters a "pay" instruction, Customer is authorizing and instructing Bank to pay the Debit Entry from the Designated Account. If Customer enters a "return" instruction, Customer is authorizing and instructing Bank to return the Debit Entry. Customer must communicate the basic pay or return decision (alone or in conjunction with an "Always Pay" or "Always Return" decision) to Bank through the Service by the Cutoff Time specified in the User Manual. It is Customer's responsibility to timely access the Exceptions Report and enter decisions with respect to Debit Entries presented on the Exceptions Report. If Customer does not timely enter a decision, Bank will execute Customer's default decision without further input from Customer. Customer has no right to cancel or amend any decisions or instructions after transmitting them to Bank. Bank will, however, use reasonable efforts to act on Customer's request to cancel or amend Customer's decisions or instructions, but bank will have no liability to Customer or anyone if such cancellation or amendment is not timely effected.

Procedures in the Event of Unavailability of Exceptions Report. If Customer experiences system or communications problems which may prevent Customer from accessing the Exceptions Reports or communicating instructions to Bank prior to the applicable deadline, Customer should immediately inform Bank and indicate the time that Customer expects to be able to receive and respond to such Exception Report. Conversely, if Bank is experiencing website, system or processing problems which may prevent Bank from transmitting or otherwise making Exceptions Reports available to Customer by the applicable deadline, Bank will notify Customer of the expected time that the Exceptions Report will be available. If such problems prevent Bank from acting on Debit Entries on Customer's instructions prior to the applicable Nacha deadline, then Bank will act in accordance with Customer's default decision.

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

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

Additional Features

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

Limitations. No Service can guarantee Customer's Accounts will be free from unauthorized activity including Debit Entries. Customer continues to bear responsibility for monitoring Customer's Accounts and preventing unauthorized transactions. Bank's respective responsibilities for unauthorized transactions will be governed by the Master Agreement and the applicable provisions of the Operating Rules and Uniform Commercial Code.

Excluded Entries. Debit Entries received under the Nacha-designated Accounts Receivable Conversion (ARC), Point-of-Purchase (POP), Back Office Conversion (BOC), and Destroyed Check (XCK) Standard Entry Class Codes cannot be managed or addressed through the Service. In order to block or manage these Debit Entries, Customer must enroll in one of Bank's check Positive Pay Services. Unauthorized Debit Entries received under the Web-initiated Entries (WEB), Telephone-initiated Entries (TEL),

Prearranged Payments or Deposits (PPD), ARC, BOC, POP, XCK and International ACH Transaction (IAT) Standard Entry Class Codes may be returned as unauthorized transactions outside of the Service according and subject to the Operating Rules. ACH Returns and Reversals cannot be addressed or managed through this service, in accordance to Nacha Operating Rules and Guidelines. In addition, the Service does not operate to restrict or block transactions between Customer and Bank or transactions including Entries, reversals or adjustments Bank is required to accept under Applicable Law.

VI. ACH TRANSACTION CONTROL

Service

Description. Bank's ACH Transaction Control Service allows Customer to block all ACH Debit Entries to Customer's Designated Accounts, to filter Debit Entries by designating originators whose Debit Entries are authorized by Customer, or both. Capitalized terms used in these Service Terms without a separate definition herein that are defined in the Operating Rules will have the meaning given such terms in the Operating Rules.

Directions. The Service Administrator Customer appoints for this Service and users designated by the Service Administrator are authorized to provide information about Vendors and other Persons who may originate Debit Entries to Customer's Accounts, including authorized Debit Entries (collectively, "*Originators*"), and to give Bank Instructions and orders for handling Debit Entries to Customer's Account. Bank may rely on the authority of these individuals in providing the Service to Customer.

Service Options

This Service gives Customer two options for addressing Debit Entries originated by Originators to Customer's Designated Accounts:

Block. The Block feature offers the highest level of security available with this Service but does not allow for exceptions from Originators other than Customer. All Debit Entries against Customer's Designated Accounts selected in the set-up process will be automatically returned. Customer understands even Debit Entries Customer has authorized or wishes to pay will be returned and Customer accepts full responsibility for that return decision and any claims from the Originator of the returned Debit Entry.

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

Reports. An as optional feature of the Service, Customer may access reports listing blocked attempted Debit Entries to Customer's Designated Accounts.

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

Exclusions. The Service does not operate to restrict or block transactions between Customer and Bank or transactions including Entries, reversals or adjustments Bank is required to accept under Applicable Law. ACH Returns and Reversals cannot be addressed or managed through this service, in accordance to Nacha Operating Rules and Guidelines.

VII. BAI FILE

Service

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

VIII. BILLER DIRECT

Services

Description. In conjunction with its Processor, Bank will provide to Customer the Biller Direct Service. This Service is an integrated payment platform including core payment processing capabilities such as debiting, crediting, account validation, credit and debit card payments, settlement, remittance, data warehousing, and transaction ID generation through a central payment engine, along with administrative features (the "*Payment Platform*"). Additional functionality for the Payment Platform may be available on a custom basis. This Service is subject to the terms of the Implementation Materials provided to Customer when Customer accepts the Service and as amended from time to time during Customer's use of the Service. Capitalized terms used in these Service Terms without a separate definition herein that are defined in the Operating Rules will have the meaning given such terms in the Operating Rules.

Functionality. The Service enables Customer to receive payment of bills, invoices, donations and other amounts due from or payable by Customer's clients, donors and other payers who properly access the system ("*Payers*"). Payments are made through ACH transactions or credit or debit card payments originated through a website text, or by telephone pursuant to the Operating Rules. Based on information and authorization provided by the Payer, the Payment Platform creates files that contain ACH Debit Entries, ACH Credit Entries, and signature debit or credit card transactions (each a "*Card Transaction*" or "*Card Transactions*") (all transactions collectively, "*Payment Transactions*"). The ACH Entries are processed by Bank and Card Transactions are processed by Customer's credit card processor.

Implementing the Payment Platform. Customer will establish a Designated Account to be credited for payments received, or debited for returns and adjustments arising through this Service. Bank will work with Customer to:

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

Card Processing. If Customer elects to accept Card Transactions through the Service, Customer will be required to select a card processor and enter into a merchant processing or similar agreement with Customer's card processor ("*Merchant Card Agreement*") and the card processor shall be deemed the Customer's Vendor. All aspects of Customer's card processing activity are subject to, and administered and governed by Customer's Merchant Card Agreement. The processing of Customer's Card Transactions and other matters covered by the Merchant Card Agreement are not part of this Service. References in these Service Terms to "*Card Transactions*" include signature debit cards if Customer accepts them.

ACH Origination. All ACH Entries are subject to the Operating Rules, the ACH Service Terms, and these

Service Terms. Customer is the Originator of all ACH Entries generated through the Payment Platform. Customer agrees to comply with and be bound by the Operating Rules, particularly those rules regarding registration, account validation, audit, and remediation. Customer is responsible for any fines or penalties assessed against or imposed on Bank for Customer's violation of the Operating Rules. Bank will process ACH Entries as the Originating Depository Financial Institution.

Service Administrator. As part of the set-up process, Customer will designate one or more natural persons as Customer's Service Administrator for this Service. The Service Administrator will have the authority to manage the Service on Customer's behalf including to access the administrative features of the Website (as described below), receive Service reports, designate Users (and assign IDs and passwords) with authority to act as Authorized Agents with respect to the Service, and generally administer Security Procedures provided as part of the Implementation Materials for this Service. Customer's Service Administrator and the Users designated by the Service Administrator will have the authority to enable the transmission of Payment Transactions, and to give Bank instructions and orders for handling errors, unauthorized transactions, corrections, reversals, returns and similar matters. In addition, access to the administrative features of the Website by Customer's Service Administrator and Users of the Service is subject to the Security Procedures Bank establishes with Customer in the set-up process. Bank relies on the authority of these individuals in providing this Service to Customer.

Biller Self-Enrollment. Customer's Service Administrator and designated Users may use the Self-Administration function of Biller Direct to configure the various payment methods, channels, types, amounts and other features offered as part of the Biller Direct Service at any time. Customer's Service Administrator may also enable the Self-Enrollment function to create a customized digital bill payment site that uses the Biller Direct Service to process Payment Transactions. By enabling Self-Enrollment, the Customer assumes all responsibility in implementing proper controls to prevent misuse and restricting access to authorized Users, and agrees to be bound by the Service Terms that govern the Payment Platform. Customer further agrees to hold Bank harmless for any damage or loss Customer or Bank incurs by Customer's enabling the Self-Enrollment function other than those directly caused by Bank's gross negligence or willful misconduct.

Direct Use Only. Unless Bank agrees and enters into a Third-Party Sender Agreement with Customer in a form Bank specifies, Customer is not authorized to use this Service as a Third-Party Sender or Third-Party Service Provider as defined in the Operating Rules. Customer is not authorized to use these Services for the benefit of any other Person except Customer's Affiliates who have become a party to the Master Agreement.

General Provisions

Service Rights. While these Service Terms remain in effect, Customer has a non-exclusive, non-transferable right to use the Payment Platform, subject to these Service Terms and any other limitations or restrictions Bank or the Processor communicate to Customer.

Payment Website. At Customer's option, Customer may choose: (i) a fully hosted website; (ii) a partially hosted website; or (iii) an application programming interface for Customer's own website. The hosted website or the aspect of Customer's website supported by Bank's interface is the "Website." The Website enables Customer's Payers to make payments to Customer and, if they choose, enroll as a Payer ("Enrolled Payer") and establish a Payer profile and generally administer their payment account with Customer. Customer has multiple options for the appearance and functionality of the Website for Customer's Payers. Customer grants to Bank and its Processor a limited, royalty-free license to use Customer's name, trademarks, tradenames, logos, slogans, designs and other similar intellectual property solely for the purpose of providing the Payment Platform and related aspects of the Service to Customer as requested by Customer. Customer will be given access to an administrative portal to obtain reporting, manage the Website as provided in the Implementation Materials for Customer's Payers, and assist Customer's Payers in the enrollment process and making payments. Customer is solely responsible for the accuracy of all data Customer or Customer's Payers enter into the templates and data portals of the Website.

QuickBooks Integration. As provided in the Implementation Materials, Customer may enable the Biller Direct Service to integrate with Customer's use of Intuit QuickBooks Online ("QuickBooks") to export payment information from Biller Direct to QuickBooks. Customer assumes all responsibility for evaluating QuickBooks and all applicable laws and regulations related to Customers' use of QuickBooks, and Bank will not be liable for any potential losses or adverse effects to Customer's business by use of QuickBooks. Customer is also solely responsible for monitoring, evaluating, using, and relying on the accuracy of payment information exported to

QuickBooks. Bank makes no representations or warranties beyond enabling Customer to integrate the Biller Direct Service with QuickBooks at Customer's discretion.

Payer Security. Enrolled Payers are required to establish usernames, passwords and related credential information as Security Procedures for use in accessing their payment account on the Website. Unless Customer selects a feature of the Payment Platform to enable payments without authentication data all Payers will be required to provide authentication data to verify their right to make a payment. Customer's Payers are responsible for maintaining the confidentiality and security of the authentication data and their credentials to access their payment account.

Payer Information. In the set-up process, Customer selects (i) the information Customer wishes to obtain from Customer's Payers in their enrollment process and (ii) the authentication procedures Customer will apply to Customer's Enrolled Payers and unenrolled Payers each time they access the Website to make a payment or manage their payment account with Customer, or otherwise provide information to Customer. In addition, Customer will designate the method or methods of payment Customer will accept and the types of ACH Debit Entries Customer will originate to Bank. Customer may choose to give Customer's unenrolled Payers the option to store their payment information.

ACCOUNT VALIDATION. The Payment Platform includes commercially reasonable fraud transaction detection system and account validation services that is compliant with the Operating Rules. The account validation service verifies payment account information for any Payers that authorize Customer to originate ACH debit entries via the internet or mobile devices accessing the internet (WEB Standard Entry Class Code). Bank will verify the Payer's bank account information to validate that the Payer's bank account is open. Customer will not be permitted to initiate any WEB debit entry to an account that fails the account validation, and Bank will not be liable to Customer for any delay in payment or other loss as a result. The account validation service will be performed at the first attempt to make a WEB payment after adding a new bank account or modifying a previously added account if the Payer has not previously made a payment from the account. The account validation will be performed when a payment is setup for either a future-dated payment or an automated payment. Any account validation information is not a "consumer report" as defined in 15 U.S.C. §1681a(d) of the Fair Credit Reporting Act ("FCRA") (15 U.S.C. 1681 et seq.) and is not provided to be used, and shall not be used, as a factor in determining a consumer's eligibility for any purpose covered by the FCRA.

Telephone Payments. If Customer implements the telephone functionality of the Payment Platform, Customer's Payers will be able to pay Customer over the telephone by authorizing the type of Payment Transactions Customer enables in the Payment Platform. The Payment Platform includes an Interactive Voice Response feature ("IVR") that will (a) enable Payers to provide authorization for the Entry and payment information, and (b) create the Payment Transaction for submission to Payer's Bank. Customer may elect to allow Customer's Payers to telephone Customer's customer service representatives and provide payment information to authorize a Payment Transaction. Customer's designated employees will be Users provided with a user ID and password by Customer's Service Administrator to access the Payment Platform and enter Customer's Payer's transaction information to initiate the ACH Entry.

Text To Pay. After obtaining a Payer's proper authorization opting into the Text To Pay functionality, Customer may designate Payers to receive SMS (short message service) messages or text messages on Payer's mobile device(s) prompting the Payer to respond to the message with a pay response that authorizes a Payment Transaction from the Payer to be deposited in the Customer's Designated Account. The Payer may opt out of receiving the Text To Pay Service at any time. Customer is solely responsible for revoking or disabling Payer's ability to use the Text To Pay functionality upon the Payer notifying Customer of its intention to disable or opt-out of Text To Pay.

Mobile Wallet. With the Mobile Wallet feature of this Service, a Payer may sign up to allow Customer to present its bill directly to the mobile wallet on Payer's smartphone or mobile device, and the Payer will receive a notification on the Payer's mobile device when the bill is presented. Bank does not create or maintain the Mobile Wallet, and is not responsible for the Mobile Wallet's functionality and performance on Payer's mobile device. The Bank only supplies information allowing the use of the Service with the Mobile Wallet function. Bank assumes no

liability for any circumstances that interrupt, prevent, or otherwise affect the functioning of any mobile wallet, such as unavailability of the Payer's third-party digital payment card or services, wireless service, communications, network delays, limitations on wireless coverage, system outages, or interruption of a wireless connection. Use of a mobile wallet involves the electronic transmission of personal information through third-party connections, and Bank cannot guarantee the privacy or security of these data transmissions.

Payments of Fees by Customer's Clients. If permitted by Bank, Customer may choose to implement the Service allowing Customer the functionality to bill its' clients for fees (including convenience fees) and other service charges for making payments using the Service (the "Payer Fees"). With respect to any Payer Fees, in addition to Customer's obligations to comply with Applicable Laws and the Operating Rules, Customer agrees to comply with any additional guidelines, directives or restrictions provided by and as may be amended by Bank from time to time, and any separate agreement entered into by Customer that might limit or prohibit Customer from requiring such Payer Fees. Bank may limit or restrict the type or amount of Payer Fees at any time without cause upon notice to Customer; provided, that Bank's rights as set forth above shall not obligate Bank, and Bank shall otherwise have no obligation, to monitor, limit or restrict such Payer Fees to enforce Customer's obligations to comply with Applicable Laws and the Operating Rules.

Compliance with Laws; Bona Fide Transactions. In addition to Customer's obligations under the Master Agreement, these Service Terms, and the ACH Service Terms, for avoidance of doubt, Customer agrees to comply with Applicable Law and the Operating Rules in connection with Customer's use of the Service, including obtaining authorization for Payment Transactions, and, for emphasis including, but not limited to, the rules, regulations and operating guidelines of any money transfer system, network, card association, clearinghouse and processor, the Electronic Funds Transfer Act, Consumer Financial Protection Bureau Regulation E, the Fair Credit Reporting Act, federal and state privacy laws, and anti-money laundering laws. Customer agrees that: (a) Customer will use the Service solely to enable payments to Customer arising from legitimate, legal, bona fide business transactions with Customer's Payers; (b) Customer is not acting as a Third Party Sender or Third Party Service Provider in connection with Customer's use of the Service; (c) Customer will not use the Service in any manner to further any activity that constitutes a violation of any Applicable Law or any Operating Rule; and (d) Customer will receive, resolve, and respond to errors alleged by parties involved in the transactions Customer initiates under Applicable Law and the Operating Rules. If Customer chooses to implement functionality to collect a fee or other charge from Customer's Payer in connection with any Payment Transaction, Customer is responsible for complying with all Applicable Law and Operating Rules associated with such fees and charges.

Payment Platform General Responsibility. Bank and its Processor are responsible for the proper functioning of the Payment Platform with the features and functionality Customer selects. Customer is responsible for the proper use and administration of the Payment Platform and any Payer Fees charged by Customer.

Authorization. Customer is responsible for making disclosures required by these Service Terms, Operating Rules and Applicable Law and obtaining, documenting and retaining proper authorization to initiate or originate ACH Entries, transactions and accept payments. The Operating Rules require that Customer, in Customer's capacity as Originator, obtain specific authorization from the Payer as required by the Operating Rules and that Customer implement and comply with specific risk management procedures and policies in connection with Customer's use of the Payment Platform. In addition, the Electronic Funds Transfer Act requires Customer to obtain written authorization from Customer's Payers to initiate an electronic funds transfer. As part of the Payment Platform, Customer may elect to allow Customer's Payers to submit a paper authorization.

Customer agrees to provide Bank evidence of the authorization of a payment within five (5) days of Bank's request. Customer is responsible to Bank and its Processor for all information provided by Customer's Payers in connection with the enrollment process and any Payment Transaction Customer submits to Bank. Bank does not verify the accuracy of any information Customer or Customer's Payers transmit to Bank. Customer is also liable and solely responsible to Bank for transactions that are later alleged to be unauthorized or erroneous, and all rejections, reversals, returns and charge-backs. Customer agrees to promptly notify Bank in writing if Customer learns of any unauthorized or improper Payment Transaction or any incidence of fraud or suspicious activity using the Payment Platform.

General Representations. Each time Customer submits a Payment Transaction to Bank, Customer represents and warrants to Bank that: (a) each Payment Transaction was authorized by the Payer whose bank account is to be debited or charged, as the case may be, in accordance with Applicable Law and the Operating Rules; (b) the information contained in each Payment Transaction file or other information Customer provides to

Bank including Customer's Payer information sufficient for account validation, amount, and routing and account numbers is authorized, complete and accurate; (c) the Payment Transaction represents Customer's Payer's obligation to Customer for the amount of the transaction including, if applicable, fees or charges Customer assesses; (d) to the best of Customer's knowledge, the amount of the Payment Transaction is not subject to any dispute, setoff, or counter-claim; and (e) Customer has no knowledge or notice of any fact, circumstance or defense that would indicate that the underlying transaction was fraudulent or not authorized by Customer's Payer, or that would otherwise impair the validity or collectability of the Payer's obligation to Customer, or relieve Customer's Payer from its obligation to Customer. Customer understands Bank is relying on these representations and warranties and the specific representations and undertakings described below in transmitting or processing Payment Transactions, and Customer is deemed to make the same representations to Bank as Bank is deemed to make under the Operating Rules with respect to each Payment Transaction. Customer agrees to promptly notify Bank in writing if Customer has knowledge of, or determines that any of the foregoing representations are untrue in any material respect or any of Customer's obligations have been breached. In addition to Customer's indemnity obligations in the Master Agreement, Customer agrees to indemnify Bank and its Processor for, and hold Bank completely harmless from and against, any and all Losses Bank suffers or incurs if any representation or warranty Customer makes to Bank is not true, or in connection with Customer's failure to comply with Applicable Law or Operating Rule or any investigation by any regulatory authority, relating to Customer's use of the Service.

Payment Processing. ACH Entries received before the designated Cutoff Time in the Implementation Materials (or otherwise communicated to Customer) on a Business Day will be processed that day and ACH Entries received after the designated Cutoff Time on a Business Day or anytime on a non-Business Day will be processed on the next Business Day. Funds will be available for withdrawal as specified in the Funds Availability Policy provided with the Account Rules, except as otherwise noted in these Service Terms or as separately provided in writing to Customer. For ACH Debit Entries, the Processor sends a transaction file to Bank that is processed through Bank's selected ACH operator, resulting in a debit to Customer's Payer's bank account and a credit to the Designated Account. If a Payer submits an ACH Entry on the Website or Telephone (IVR) before the processing Cutoff Time on a Business Day, Bank will process the payment and credit Customer's Designated Account the following Business Day. Any Payment Transaction made on the Website or Telephone (IVR) after the processing Cutoff Time on a Business Day or on a non-Business Day will be processed the next Business Day and credited to Customer's Designated Account on the following Business Day.

Card Transactions are sent by Bank's Processor to Customer's selected card processor for processing under and subject to Customer's Merchant Card Agreement. Card Transactions submitted by a Payer before the designated Cutoff Time in the Implementation Materials (or otherwise communicated to Customer) on a Business Day will be processed that day and Card Transactions submitted by a Payer after the designated Cutoff Time on a Business Day or anytime on a non-Business Day will be processed on the next Business Day. The availability of funds from Card Transactions is dependent upon Customer's merchant processor and Merchant Card Agreement.

Bill Presentment

The Service includes an optional "*Bill Presentment*" feature that enables Customer to provide Customer's Enrolled Payers with access, through the Website, to billing information maintained by Customer or Customer's Vendor. The Payment Platform offers a number of template email notification options including for providing notice to Customer's Payers that a bill is available. Customer is solely responsible for all risks related to providing this information to Customer's Payer including the content and accuracy of the information and unauthorized access to the information. Customer agrees to properly disclose to Customer's Payers the risks associated with electronic bill presentment including the risk that their billing information may be read or used by others.

IX. BILL PAY SERVICE

Service

Bank agrees to allow Customer access to a third-party Bill Pay Service, which provides Customer with a web-based bill payment application that must be accessed and completed by Customer. Customer's use of this Service is subject to the terms and conditions of such third party provider's bill payment service terms and conditions,

which are found on and which Customer must review and agree upon through such third party provider's bill pay online application during Customer's enrollment in the Service. Such third-party provider shall be Customer's Vendor and not Bank's Processor. The terms of this Schedule and use of the Bill Payment Services are subject to the terms of the Customer's use of Fifth Third Direct and the OCAA, including, but not limited to those requirements for the use of Security Procedures, Confidentiality.

X. CANADIAN ACCOUNT DEPOSITORY SERVICES ("CANLINK")

Canadian Account Depository Services (the "CanLink Services" or the "Services") are offered through one of Bank's Canadian-chartered bank services partners, which shall also be deemed Bank's Processor for the terms of the CanLink Services ("CAD-Bank"). The Customer acknowledges that Bank has arranged for Customer to use the CanLink Services through the CAD-Bank as set out in this Section and that such Services are not being provided directly to the Customer by CAD-Bank but solely to the extent that Bank has arranged with CAD-Bank access to such Services on behalf of the Customer. Each of the Services applies to Accounts maintained by Bank on behalf of Customer with CAD-Bank. In the event of a conflict between the terms in this Section and otherwise in the Agreement, with respect to CanLink Services only, the terms in this Section shall control.

DEFINITIONS FOR CANLINK SERVICES

Capitalized terms that are not defined in this Service Description shall have the meanings given in the Agreement or otherwise in CPA Rules (defined below). For purposes of this Service Description, certain terms shall be defined as follows:

"*Account*" means a commercial deposit account opened at CAD-Bank in the name of Bank for the benefit of Customer or similar titling designating ownership in the funds by Customer or as otherwise required by CAD-Bank.

"*Act of Insolvency*" means any action that results, or might reasonably be expected to result, in the Customer: (i) being unable to pay its debts as they become due; (ii) ceasing to pay its current obligations in the ordinary course of business as they generally become due; or (iii) being deemed bankrupt or insolvent under Applicable Laws, including, if applicable, pursuant to the Winding-up and Restructuring Act (Canada).

"*Administrator*" means a User designated by the Customer to perform certain responsibilities and administrative functions relating to CDN-Online Access, including adding and activating Services, the creation and management of User profiles, and/or controlling User Permissions, and includes each Service Administrator designated by the Customer.

"*Business Day*" means any day other than Saturday, Sunday or federal statutory holidays in Canada. "*Business Documents*" means documents that relate to payments from or to an account held by the Customer at Bank, such as cheques and invoices.

"*Canadian Payments Act*" means the Canadian Payments Act and the by-laws, regulations, standards, rules, and policies relating to the CPA.

"*Canadian Prime Rate*" means, on any day, the annual rate of interest announced from time to time by a bank listed on Schedule I to the Bank Act (Canada) (as identified by Bank or CAD-Bank from time to time) as being its prime rate then in effect for determining interest rates on Canadian dollar denominated commercial loans made by such bank in Canada. Any change in Canadian Prime Rate shall be effective on the date the change becomes effective generally.

"*CDN-Online Access*" means the internet service provided by CAD-Bank for online access and use of the CanLink Services.

"*CPA*" means the Canadian Payments Association.

"*CPA Rules*" means the rules, standards, guidelines, and directives of the CPA.

"*Information*" means any data, material, files, documents, content or other information provided by the Customer to Bank in connection with the Service.

"*Instrument*" means a bill of exchange (including a cheque), promissory note, security, chattel paper,

other instruction or order for the payment of money given verbally or in paper or electronic form, clearing item, payment item, or other value item (including any automated clearing house payment, pre-authorized deposit or debit payment), including any image or reproduction of the foregoing. Any such item will be considered an Instrument whether or not that Customer is a party to it and whether it is in Canadian or another currency.

“*Inventory*” means the materials required to provide the Business Documents Service, as set out in the Documentation.

“*Inventory Costs*” has the meaning as defined in the description of the Business Documents Service.

“*PAD*” or “*PADS*” means a preauthorized electronic debit or preauthorized electronic debits, respectively. “*PIPEDA*” means the Personal Information Protection and Electronic Documents Act (Canada).

“*Public Body*” means a department or agent of Her Majesty in right of Canada or a province, or a company controlled by Her Majesty in right of Canada or a province, an incorporated city, town, village, metropolitan authority, township, district, county, rural municipality, or other incorporated municipal body or agent of any of them in Canada, an organization that operates a hospital authority and is designated by the Minister of National Revenue (Canada) as a hospital authority under the Excise Tax Act (Canada), or any agent of such an organization.

“*Regulatory Authority*” means any Person having regulatory or supervisory authority over Bank or Bank’s Processor for the Services, the Customer, or the Services, including any administrative, judicial, governmental, regulatory, or self-regulatory, taxation, financial, monetary, or investigative authority, agency, or body, including the CPA and SWIFT.

“*User Permissions*” means the roles, responsibilities, access, and entitlements given to a User in connection with CDN-Online Access.

GENERAL TERMS AND CONDITIONS FOR CANLINK SERVICES

The following terms and conditions shall apply to each of the CanLink Services and only to the CanLink Services:

Services and Onboarding. Each of the Services in this Section (including CDN-Online Access) are applicable to the Accounts maintained on Customer’s behalf at CAD-Bank and not Fifth Third Bank, National Association. Customer must submit all Documentation and any other required information to Bank for enrollment and all onboarding of the CanLink Services and Account opening at CAD-Bank. Customer service related issues will also continue to be addressed to and managed by Bank, not CAD-Bank. Use and access to all Services is subject to Customer’s completion and Banks accepting the required documentation. **ANY AMOUNTS HELD BY CUSTOMER IN SUCH ACCOUNTS AT ANY CAD-BANK ARE NOT FDIC INSURED, NOR ARE THEY INSURED BY THE CANADA DEPOSIT INSURANCE CORPORATION (CDIC).**

Availability. Funds shall be made available pursuant to CAD-Bank’s policies and procedures.

Termination. In addition to any termination rights in the Agreement, Bank may terminate this Section or any of the CanLink Services immediately if the CanLink Service is terminated by CAD-Bank.

Governing Law. The Services provided in this Section will be exclusively governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein (exclusive of its choice of law principles). The Customer irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Ontario in any action or proceeding arising out of or relating to the CanLink Services. The Customer irrevocably agrees that all such actions or proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The Customer agrees that a judgement or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by Applicable Law. Bank may serve legal process in any manner permitted by Applicable Law or may bring an action or proceeding against the Customer or the property or assets of the Customer in the courts of any other jurisdiction.

Language. The parties acknowledge that they have required that this Agreement and all related documentation be drawn up in the English language. Les parties reconnaissent avoir demandé que la présente convention ainsi que tous les documents qui s’y rattachent soient rédigés en langue anglaise.

CDN-ONLINE ACCESS SERVICE (Canadian)

This Section includes terms and conditions for the provision by Bank to Customer of access to CAD-Bank's CDN-Online Access Service which is CAD-Bank's electronic banking service, that enables multiple Users to access and use certain CanLink Services, as described below.

Authority. Customer will ensure each User is properly authorized to use CDN-Online Access on its behalf, and that the User Permissions given to the User correspond to the User's authority to act on the Customer's behalf. Bank may, in its discretion, with or without prior notice, accept, reject, change, or terminate the User Permissions given to each User.

Responsibility for Users. Customer will ensure each User complies with the terms and conditions of the Agreement, including these terms and conditions and other applicable CDN-Online Access Documentation.

Customer is responsible for all actions and omissions of Users, and all actions and omissions of Users are binding on the Customer.

Information. Customer represents and warrants that all information provided to Bank about each User (which must be provided in writing to Bank by the Customer), including the name, mailing address, email address, telephone and mobile numbers, and other contact information for each User, is the correct and current information for the User acting in a business capacity on Customer's behalf. Customer acknowledges and agrees that Bank may provide such information to CAD-Bank for use of the Services, and further that Customer has the authority from the User to provide such information to be used as contemplated herein.

Changes. Customer will ensure all necessary changes are made to CDN-Online Access in the event of a change to a User's authority or information. Customer is bound by any change made by a User. Changes made to CDN-Online Access, including any change to the authority and information of each User, may not result in corresponding changes to any other Services or Documents. Customer will ensure its other Services and Documents are changed to the extent necessary, in accordance with the Agreement.

Disclaimer. Neither Bank nor CAD-Bank is responsible for verifying or changing the authority or information of any User in connection with CDN-Online Access. This disclaimer applies notwithstanding anything contained in an Authorization Form or other Document provided to Bank and/or CAD-Bank.

Security Procedures. Customer will ensure compliance with all Security Procedures, standards, and other requirements prescribed by Bank and/or CAD-Bank, including the CDN-Online Access Documentation to Securing Your Online Banking available in the CDN-Online Access Documentation. The Customer will implement all features available to enhance the security of CDN-Online Access, including password and pass phrase reset, two-factor authentication, dual administration, and multiple approval rules.

Documentation. Customer will ensure the confidentiality, security, and proper use of all Documentation, including tokens, login ids, passkeys, passwords, pass phrases, personal verification questions, and other Security Devices, and Access Channels used in connection with CDN-Online Access. Customer will immediately notify Bank, verbally and in writing, if any Documentation or Security Procedures are lost or stolen or if there is any unusual, suspicious, actual or suspected fraudulent, or other unauthorized use in relation to CDN-Online Access.

Technology Requirements. CDN-Online Access is only available for use with certain Access Channels, hardware, operating systems, and software, as determined by Bank and CAD-Bank in their sole discretion. The Customer will ensure CDN-Online Access is used only with Access Channels, hardware, operating systems, and software approved for such use by Bank and CAD-Bank, and which have not been altered from manufacturer specifications.

Finality. All Documents accessed, sent, received, accepted, or processed using CDN-Online Access are considered final and binding on Customer.

Information Icons, Help Content, and Links. There may be important terms and conditions displayed when information icons or links are clicked in CDN-Online Access and these terms and conditions form part of the Agreement. Customer will ensure these terms and conditions are accessed and reviewed accordingly.

Alerts. Bank or CAD-Bank may alert Customer about certain security or service activity relating to CDN-Online Access and other Services, by notifying Users in the CDN-Online Access Message Centre and/or using

other Access Channels, including by email, text, or push notification to an Access Channel. Each User may be able to select the type of service alerts they want to receive and the Access Channels they want used for certain alerts, subject to availability and User Permissions. Each User may also be able to control alerts with settings in Access Channels, and may be required to adjust the settings in Access Channels in order to enable or disable certain alerts. The availability, type, timing, and delivery of alerts is in Bank's and CAD-Bank's sole discretion, and neither Bank nor CAD-Bank guarantees the availability, type, timing, or delivery of alerts. Some alerts may require action by the User, including requiring the User to log-in to CDN-Online Access. Alerts are provided for convenience and information purposes only, and should not be relied on for any other purpose. Alerts sent by email, text message, push notification, or other unencrypted Access Channel, are not secure, reliable, private, or confidential. Alerts may not be available in locations outside of Canada.

Language. CDN-Online Access will be provided in French and English based on the language settings in CDN-Online Access. Where the language setting in an Access Channel is other than English or French, CDN-Online Access will be provided in English when used with the Access Channel.

Online Channel Access Agreement ("OCAA"). The terms of the OCAA shall apply to the Customer's use of CDN-Online Access as another Communication Channel available to Customer. In the event of a conflict in any terms on the CDN-Online Access website, this Agreement, or the OCAA, the terms of the documents shall control in this order: CDN-Online Access website, this Agreement, and the OCAA.

BUSINESS DOCUMENTS SERVICE (Canadian)

Service. Business Documents will be printed and distributed using the Information submitted by Customer. Bank has the discretion to determine the types of Business Documents that may be printed and distributed as part of the Service. Bank may change the types of Business Documents that may be printed and distributed at any time, provided that, if the Customer is affected by a change, Bank will notify the Customer of the change as soon as reasonably possible, including through communication using CDN-Online Access. Bank will not retain copies of the Business Documents, except where required by Applicable Law or in accordance with Bank's standard policies and procedures. All Business Documents will be distributed using Canada Post, or by courier if agreed by the Customer and Bank.

Information. Customer will ensure all Information is accurate and complete, and that the Information complies with Bank's specifications. Bank is authorized and directed to rely on and use the Information for the provision of the Service, and Bank is under no duty to detect any inaccurate, inconsistent or incomplete Information. Bank will not retain copies of the Information, except where required by Applicable Law or in accordance with Bank's standard policies and procedures. Customer must retain copies of the Information if required for its own purposes.

The Information will be delivered to Bank in the format specified by Bank, or otherwise agreed in writing by Customer and Bank.

Non-infringement. Customer will not provide Bank or CAD-Bank with any Information which infringes any patent, copyright, trade-mark, trade secret or any other proprietary rights of any Person. Customer will indemnify and hold harmless Bank and CAD-Bank against any claim, cost or liability incurred by Bank in connection with such an infringement.

Errors. Customer will at all times have in place commercially reasonable procedures designed to detect the occurrence of errors and omissions in connection with the Service, and will provide notice to Bank within five (5) days of the date an error or omission occurred. Bank and CAD-Bank is each released from all claims, including claims resulting from Bank's or CAD-Bank's negligence, with respect to errors and omissions unless Bank or CAD-Bank has been notified by Customer as required by this Section.

Inventory.

Unless Customer instructs Bank to supply the Inventory pursuant to the paragraph following immediately below, Customer agrees to supply the Inventory at its own cost and expense in accordance with this subsection and the Documentation. Customer agrees to deliver the Inventory to the location(s) specified by Bank from time to time. Customer agrees to supply replacement Inventory to Bank within twenty (20) days of receiving notice from Bank that there is a depletion of the Inventory.

If Customer instructs Bank to supply the Inventory, Bank agrees to supply the Inventory in accordance with this

subsection and the terms and conditions of the Documentation. Before Bank orders replacement Inventory when there is a depletion of Inventory, Bank agrees to confirm the details of the replacement Inventory to be ordered with the Customer. Notwithstanding the above, Bank does not have to confirm the details of the order if the replacement Inventory to be ordered is generic Inventory which Bank supplies in accordance with the Documentation. The Customer agrees to pay for all costs and expenses incurred by Bank in connection with supplying the Service, Inventory, including, without limitation, any applicable taxes and freight and delivery costs (“Inventory Costs”).

Bank’s Responsibility. In addition to any limits on Bank’s liability in the Agreement, Bank’s liability as provided by the Agreement is further limited in connection with the Service, in order that it shall not exceed the amount of fees, excluding Inventory Costs, paid to Bank for the Service during the six (6) month period immediately preceding the event giving rise to liability.

CURRENCY DEPOSIT SERVICES (Canadian)

Scope. This Section includes terms and conditions for Bank’s Verification of Cash Deposits Service. Under the terms of the Service, Bank (or its Processor) will verify the number and type of currency bundles included in each deposit at the time of deposit. Bank shall not be liable for any shortages in, or counterfeit notes contained in, any currency bundle received by Bank or any of its Authorized Representatives or Processors. Any amounts sent using this Service shall not be considered deposited until Bank has received and verified the amount of the currency sent to Bank as set forth below.

Currency Bundles. Each currency bundle deposited with Bank’s applicable Representative shall contain one hundred (100) bundled notes strapped with an identification band or strap bearing (in legible print) the Customer’s full name, relevant business location, and such currency bundle’s preparation date. All notes contained in each currency bundle shall be positioned in the same direction, with the face of the Queen or Prime Minister appearing on each note to be placed on the top right-hand front side in each such bundle.

Coin. Coin deposited is to be in full boxes, with an identification stamped on the label and the dollar totals indicated on the deposit slip under coin amount. Boxed coin should always be on a separate deposit slip.

Notice and Adjustment. Bank or its applicable Processor (including CAD-Bank) shall notify Customer of any shortage or counterfeit notes contained in any currency bundle received by Bank or its applicable Representative, and/or the contracted armored company if applicable, by not later than thirty (30) days following the date the deposit containing such shortage or counterfeit note(s) was received by Bank. Following notification (as aforesaid), Bank shall have the right to make adjusting entries to the applicable Account at Bank, in respect to all shortages and counterfeit notes contained in a deposit received by Bank. Where any such adjusting entry relates to a shortage of notes and/or counterfeit note(s), Bank shall deliver such currency bundle to Customer in the applicable identification strap.

Transportation of Deposits. Customer will arrange for the Canadian and US dollar banknotes and Canadian coins to be shipped to Bank (or its Processor) cash operations centre via armored courier and any such courier shall be deemed Customer’s Vendor. Customer is responsible for selecting and contracting with a courier as Customer’s agent and Vendor (“Designated Courier”) to transport Customer’s currency deposits to a Bank’s operations centre. Bank is not responsible for contents of Customer’s currency deposit until it is accepted by Bank and a receipt acknowledging acceptance is given. Bank and Customer’s Designated Courier are separate, independent entities and Bank is not acting for or with Customer’s Designated Courier, and Bank has no responsibility or liability for any obligation of the Designated Courier to Customer.

CURRENCY ORDERS (Canadian)

Currency Orders. Customer and Bank may agree from time to time upon an order by Customer from of Canadian dollar, US dollar banknotes and/or Canadian coins (“**Currency Orders**”). The Customer shall place Currency Orders through Bank’s Cash Services Web Portal. Currency Orders will include the total value of the banknotes, breakdown of denominations required and all other information required by Bank or its applicable Processor (including CAD-Bank).

a. Currency Preparation.

- i. All Canadian dollar and US dollar banknotes, where quantities allow, are prepared in bundles of

100 banknotes, comprised of banknotes of the same denomination, with the exception of \$50 and \$100 banknotes which may be ordered in half bundles.

- ii. Canadian coin can only be ordered by the full box.
- iii. Orders must be submitted by 11:00 a.m. local time on a Business Day if shipment/pickup is requested for the following Business Day.

- b. **Settlement.** Currency Orders will be charged by direct debit to Customer's Account or Customer's Own Client Designated Account on day of dispatch.
- c. **Transportation of Currency Orders from CAD-Bank.** Customer is responsible for selecting and contracting with an armored courier as Customer's agent and Vendor ("Designated Courier") for picking up and delivering Customer's orders for Currency Orders. Bank is not responsible for the contents of a Currency Order after it is picked up by Customer's Designated Courier. Bank and Customer's Designated Courier are separate, independent entities and Bank is not acting for or with Customer's Designated Courier, and Bank has no responsibility or liability for any obligation of the Designated Courier to Customer.

Cash Services Web Portal. The following provisions shall apply to all currency orders placed on CAD-Bank's Cash Services Web Portal:

Authority. The Customer will ensure each User is properly authorized to use the Service on its behalf, and that the User Permissions given to the User correspond to the User's authority to act on the Customer's behalf. CAD-Bank may, in its discretion, with or without prior notice, accept, reject, change, or terminate the User Permissions given to each User.

Responsibility for Users. The Customer will ensure each User complies with the terms and conditions of the Agreement. The Customer is responsible for all actions and omissions of Users, and all actions and omissions of Users are binding on the Customer.

Information. The Customer will ensure all information provided to Bank about each User, including the name, mailing address, email address, telephone and mobile numbers, and other contact information for each User, is the correct and current information for the User acting in a business capacity on the Customer's behalf.

Changes. The Customer will ensure all necessary changes are made to the Service in the event of a change to a User's authority or information. The Customer is bound by any change made by a User. Changes made to the Service, including any change to the authority and information of each User, may not result in corresponding changes to any other documents with Bank.

Disclaimer. CAD-Bank is not responsible for verifying or changing the authority or information of any User in connection with the Service. This disclaimer applies notwithstanding anything contained in an authorization form or other document provided to Bank.

Security. The Customer will ensure compliance with all Security Procedures, standards, and other requirements prescribed by Bank. The Customer will implement all features available to enhance the security of the Service, including password reset, two-factor authentication, dual administration, and multiple approval rules.

Implementation Materials. The Customer will ensure the confidentiality, security, and proper use of all Implementation Materials and Security Procedures, including tokens, login IDs, passkeys, passwords, and other Credentials, and Access Channels used in connection with the Service. The Customer will immediately notify Bank, verbally and in writing, if any Implementation Materials, Security Procedures or Credentials are lost or stolen or if there is any unusual, suspicious, actual, or suspected fraudulent, or other unauthorized use in relation to the Service.

Limits. Bank may establish and change certain restrictions on the Customer's use of the Service, including, without limitation, limits and restrictions on order and delivery timeframes. Other persons may also set limits affecting the Customer's use of the Service.

Available Funds. Notwithstanding any prior course of conduct, Bank will have no obligation to process, and Bank may at any time in its discretion refuse to process, any instruction in relation to the Customer's use of the Service unless any limits established by Bank would not be exceeded by processing such instruction and there are sufficient limits or funds available in the applicable Account at the time the instructions are submitted to Bank.

Technology requirements. The Customer is responsible for obtaining and maintaining, at the Customer's own expense, compatible Electronic Channels, hardware, operating systems, and software approved for such use by CAD-Bank, and which are up-to-date and unaltered from manufacturer specifications. Bank is not responsible for, and makes no representations or warranties of any nature, with respect to any such Electronic Channels, hardware, operating systems, and software. CAD-Bank has the right, in its sole discretion, without notice, to make changes to any of the Service from time to time which may result in the Customer's Electronic Channels, hardware, operating systems, and software no longer being compatible with the Service, and in such event, Bank will have no responsibility or liability to the Customer or any other person.

Electronic Documents and Consent. The Customer shall designate: (i) CDN-Online Access Message Centre; (ii) facsimile (at the facsimile number provided by the Customer); or (iii) electronic mail (at the e-mail address provided by the Customer) as its designated information system. The Customer recognizes that: (i) the Customer may revoke its consent under this provision at any time, in whole or in part if the option to partially revoke is provided by Bank; (ii) the Customer is responsible for informing Bank of any changes to a designated information system where Bank is in a position to accept such instructions at Bank's discretion, and of any changes to the contact information related to any designated information system; (iii) any document will be held in accordance with Royal Bank's enterprise record retention policy, and will be made available to the Customer during the applicable retention period; (iv) the Customer is responsible for retaining a copy of each document; and (v) this consent takes effect immediately. Bank may provide the Customer with any document in paper form if Bank deems appropriate, or if Bank is unable to provide the document in electronic form through the Electronic Channels at the above-noted designated information systems. The Customer is responsible for accessing the designated information system on at least a monthly basis, if applicable, in order to check for any notices provided pursuant to this Section.

Finality. All documents accessed, sent, received, accepted, or processed using the Service are considered final and binding on the Customer.

Information icons, help content, and links. There may be important terms and conditions displayed when information icons or links are clicked in the Service and these terms and conditions form part of the Agreement. The Customer will ensure these terms and conditions are accessed and reviewed accordingly.

Alerts. Bank may alert the Customer and/or Users about certain security or service activity relating to the Service by notifying the Customer and/or Users in the CDN-Online Access Message Centre, and/or using other Electronic Channels, including by email, text, or push notification to an Electronic Channel. The Customer and/or User may be able to select the type of alerts they want to receive and the Electronic Channels they want used for certain alerts, subject to availability and User Permissions. The Customer and/or User may also be able to control alerts with settings in Electronic Channels, and may be required to adjust the settings in Electronic Channels in order to enable or disable certain alerts. The availability, type, timing, and delivery of alerts is in Bank's sole discretion, and Bank does not guarantee the availability, type, timing, or delivery of alerts. Some alerts may require action by the Customer and/or User, including requiring the Customer and/or User to log-in to the Service. Alerts are provided for convenience and information purposes only, and should not be relied on for any other purpose. Alerts sent by email, text message, push notification, or other unencrypted Electronic Channel are not secure, reliable, private, encrypted, or confidential can be read by other persons if they have access to the Customer's and/or User's email account or are able to view the Customer's and/or User's Electronic Channel. Alerts may not be available in locations outside of Canada. The Customer is responsible for all fees and charges incurred in connection with such alerts, including any additional fees, charges, taxes, or other amounts payable to other persons, including for messaging and data charges resulting from using mobile banking or other Electronic Channels in connection with alerts. If the Customer and/or User uses the Service on an Electronic Channel that does not belong to the Customer and/or User, the Customer's information will be disclosed on that Electronic Channel if the Customer and/or User has enabled any information preview options through settings in that Electronic Channel.

Language. The Service will be provided in French and English based on the language settings in the Service. Where the language setting in an Electronic Channel is other than French or English, the Service will be provided in English when used with the Electronic Channel.

DEBIT BLOCKING SERVICE (Canadian)

Under the terms of Bank's Debit Blocking Service whereby Bank will automatically return as dishonored all Business PADS drawn on Accounts described by way of Setup Forms submitted by Customer and acceptable to Bank.

Enrollment. The Service may be used by the Customer only when Bank has received all enrollment information and Setup Forms, including, without limitation, the description of Accounts in accordance with this Section, and other Documentation that Bank requests for the Services in form and substance satisfactory to Bank. The Customer acknowledges that it may take up to five (5) Business Days (the “Enrollment Period”) for the Service to commence following Bank’s processing of the Documentation, including any replacement Accounts hereto. The Customer agrees that no Business PADs drawn on the Designated Accounts will be returned by Bank during any Enrollment Period.

The Customer represents, warrants, and covenants that the Customer has not entered, and will not enter, into a Payor’s PAD Agreement, related authorization, or other agreement for Business PADs to be drawn against the Account(s) described herein, as applicable, and the Customer has never authorized, and will never authorize, a Payee to draw such Business PADs.

For greater certainty, except for Business PADs returned by Bank pursuant to this Appendix, no other Instrument or other debit drawn on the Account(s) described in accordance with these Services terms, including any Cash Management PAD or Funds Transfer PAD, will be returned by Bank under this Appendix.

Automatic Returns. The Customer acknowledges it will not have an opportunity to review any Business PAD drawn on the applicable Accounts before such Business PAD is automatically returned by Bank as dishonored pursuant to this Section.

Limitation on Liability. Customer agrees that Bank shall have no liability and be held harmless for returning any PAD that was properly payable against Customer’s Account in compliance with the terms of Service.

ENCASHMENT SERVICE (Canadian)

Scope. This Section includes terms and conditions for Bank’s Encashment Service, whereby Bank will arrange, at the request of Customer, to cash cheques at relevant designated branches of CAD-Bank (which, for greater certainty, is a Processor of Bank for purposes of this Service) for certain individuals (the “Payees”) that are, or purport to be, issued by the Customer (the “Payor”) and drawn on the Payors’ Accounts with Bank.

Encashment Requests. Customer may make an encashment request by delivering to Bank a letter of direction (a “Direction Letter”) for each request, in form and Substance acceptable to Bank, which includes the following information: (i) full legal name of the Payor; (ii) the Payor’s type of business; (iii) full legal name of the Payee; (iv) the Account number from which the cheques are to be drawn; and (v) maximum dollar amount of each cheque. Customer further agrees to submit any additional Documentation that Bank may require to implement and provide the Service. Customer acknowledges and agrees that for any Payee the maximum dollar amount of each cheque, and the aggregate amount for all cheques cashed per day, cannot exceed \$2,999 (in Canadian Dollars).

Encashment Processing. On receipt of a Direction Letter, Bank will have the sole and absolute discretion whether to agree to process the encashment request described therein. If agreed to, the following conditions must also be satisfied at the time any cheque is presented to CAD-Bank for payment: (i) the cheque must be payable directly to the Payee specified in the Direction Letter and such Payee must be present at CAD-Bank’s applicable branch when the cheque is presented for payment; (ii) the cheque must be endorsed by the Payee; (iii) the Payee must present at least two (2) pieces of valid identification, at least one of which shall be a passport or other photo identification acceptable to Bank’s Representative; and (iv) the cheque cannot exceed the maximum dollar amount specified in the Direction Letter. Notwithstanding the foregoing, Customer acknowledges and agrees that Bank and/or its Representative will not be responsible for verifying the authenticity of the identification provided by Payees or the validity of the Payees’ endorsement on the cheques. Bank and its Representative will cash all cheques which purport to be in accordance with the Direction Letters as set forth above, and the Customer shall be liable to Bank and any other Person for Bank doing so, including for any fraudulent or unauthorized cheque or endorsement or any missing or incomplete endorsement on any cheque.

Representations and Warranties. In connection with the use of this Service, Customer represents, warrants, covenants and agrees as follows: (i) the Customer shall obtain all necessary consents (from Payees or otherwise) and approvals required in connection with this Service and the cashing of cheques as contemplated hereunder, under Applicable Law or otherwise, including all consents, approvals and such other information as may be required from the Payees, and to allow the collection, use, storage and distribution thereof by Bank and its Representative; (ii) the Customer will ensure no cheques are cashed directly or indirectly for or on behalf of any Person other than the

Payees set forth in the Direction Letters in accordance with Applicable Law, and that such Person is not on any list of designated persons maintained in Canada or the US, or otherwise accused by any Regulatory Authority of being engaged in money laundering, terrorist activity, or related illegal activity; and (iii) without any liability, Bank or its Representative may, in its sole discretion, (A) refuse to cash any cheque if the Customer's available balances and credit with Bank are insufficient, and (B) monitor all aspects of the cashing of cheques, take such action as required by Applicable Law, and advise Regulatory Authorities accordingly. This Section shall survive termination of this Service and the Agreement.

Fraud, Countermand, Etc. For greater certainty, Bank shall not be liable if: (i) any cheque is counterfeit, bears a forged or unauthorized signature, forged or unauthorized endorsement, is materially altered or is in any way fraudulent; (ii) any cheque is countermanded by the Customer; or (iii) the identification or documentation presented by a Payee cashing any cheque is not genuine or does not belong to such Payee. This Section shall survive termination of this Service and the Agreement.

e-Transfer Service (Canadian)

Service. This Service can be used by the Customer to send and receive e-Transfers, send and receive e-Transfer Request Moneys, and/or register for Autodeposit (all as defined below), in each case, in accordance with these terms and conditions. If the Customer is the Recipient (defined below) of an e-Transfer sent by another Person or the Requestor or Responder (each, as defined below) of an e-Transfer Request Money, in each case, these terms and conditions apply *mutatis mutandis*. The e-Transfer Service is available only to Customers with their place of business in Canada.

Definitions and Interpretation. For purposes of this e-Transfer Service, capitalized terms have the meanings given to them in the Agreement or as set forth below.

“Autodeposit” means the service provided by Interac, which allows the Customer to register as a Recipient that does not need to respond to e-Transfer security questions;

“e-Transfer” means the transfer of funds to Recipients using their email address, mobile number, or other permitted contact information;

“e-Transfer Request Money” means a request for an e-Transfer made by a Requestor to a Responder; “Interac” means Interac Corp., which shall be deemed a Processor of Bank;

“Recipient” means the Person, including the Customer, as the case may be, receiving the e-Transfer;

“Requestor” means a Person, including the Customer, who is the requestor of an e-Transfer Request Money;

“Responder” means a Person, including the Customer, who is the responder to an e-Transfer Request Money; and

“Sender” means a Person, including the Customer, who initiates an e-Transfer.

Description of Service; Limitations. This Service may only be used to send e-Transfers in Canadian dollars to and from Canadian dollar bank accounts in Canada. No foreign currency transactions are permitted. Each of e-Transfer and e-Transfer Request Money is an Instrument under the Agreement. For greater certainty, e-Transfers and e-Transfer Request Moneys are not bills of exchange and no part of this Service is subject to the *Bills of Exchange Act* (Canada). Bank may establish and change certain restrictions on the Customer's use of this Service, including without limitation limits and restrictions on the dollar amount of e-Transfers. Other Persons, including other financial institutions, may also set limits, including without limitation on dollar amounts of e-Transfers sent using this Service.

Technology and Specifications. Customer will ensure e-Transfers, e-Transfer Request Moneys, and Autodeposits comply with Applicable Law and the specifications and quality standards prescribed by Bank in connection with this Service. Customer must be enrolled in CDN-Online Access in order to use this Service. Certain

features of this Service may not be available in CDN-Online Access. Customer is required to obtain and maintain, at the Customer's own expense, compatible hardware, operating systems, and software approved for such use by Bank, and which are up-to-date and unaltered from manufacturer specifications. Bank is not responsible for, and makes no representations or warranties of any nature, with respect to any such Channel Services, hardware, operating systems, and software provided by any other Person. Bank has the right, in its sole discretion, without notice, to make changes to this Service from time to time which may result in Customer's hardware, operating systems, and software no longer being compatible with this Service, and in such event, Bank will have no responsibility or liability to the Customer or any other Person.

Security and Implementation Materials. Customer will ensure compliance with all Security Procedures, standards, and other requirements prescribed by Bank, other financial institutions, and Interac in connection with this Service. Customer will implement all features available to enhance the security of this Service, including any options available for password and pass phrase reset, dual administration, and multiple approval rules. Customer will ensure the confidentiality, security, and proper use of all Security Procedures, including tokens, login IDs, passkeys, passwords, pass phrases, personal verification questions, security answers and questions, and other Security Devices, and access to the Channel Services used in connection with this Service. Customer will immediately notify Bank, verbally and in writing, if any Security Procedures, Implementation Materials or Credentials are lost or stolen or if there is any unusual, suspicious, actual or suspected fraudulent, or other unauthorized use in relation to this Service. There may be important terms and conditions displayed on Bank's website (or the website of CAD-Bank or any Processor) or when information icons or links are clicked using this Service, and they form part of the Agreement. Customer will ensure the terms and conditions are accessed and reviewed accordingly.

SECURITY PROCEDURES

Customer agrees that Bank has offered and recommended Security Procedures used for the e-Transfer Services that are commercially reasonable for the amount, type and frequency of funds transfers made by Customer using the e-Transfer Services. If Customer adopts a procedure or method other than the Security Procedures recommended by Bank as commercially reasonable, as a means for issuing Instructions to Bank (or any Processor) then Customer agrees to be liable for any such Instruction acted upon and executed by Bank in good faith that was unauthorized.

Transaction Processing

Initiating an e-Transfer. After the Customer initiates an e-Transfer or when a post-dated or recurring e-Transfer is initiated, the amount of funds being transferred will be withdrawn from the applicable Account and an email or text message will be sent to the Recipient using the information provided by the Customer. The email or text message will identify the Customer as the Sender and include the amount of funds, the name of the Recipient, and inform the Recipient that the Customer is using this Service. Before using this Service to send an e-Transfer to a Recipient, the Customer is responsible to ensure the Recipient is aware they will be receiving the e-Transfer and can claim the e-Transfer in accordance with these terms and conditions.

Initiating an e-Transfer Request Money. To send an e-Transfer Request Money, the Customer must provide the Responder's email address, mobile number, or other permitted contact information. After the Customer initiates an e-Transfer Request Money or when a post-dated or recurring e-Transfer Request Money is initiated, an email, text message, or other message will be sent to the Responder at the email address, mobile number, or other permitted contact information that the Customer provides. The email, text message, or other permitted message may identify the Customer as the Requestor, display the e-Transfer Request Money amount, and indicate that the Customer is sending an e-Transfer Request Money.

No Interest. After initiating an e-Transfer, funds will be held by Bank, after debiting such funds from Customer's Account, until Bank receives notice that the Recipient has successfully claimed the e-Transfer, the e-Transfer has been automatically deposited, or the e-Transfer has been canceled and reclaimed in accordance with these terms and conditions. Funds will not earn interest while being held by Bank (or any Processor) during this time.

Claiming or Declining an e-Transfer When a Security Question and Answer Feature is used. A Recipient may claim or decline an e-Transfer using the online or mobile banking services of their financial institution, and the financial

institution, including Bank, may charge additional fees. If a security question and answer feature is used, to claim or decline an e-Transfer, the Recipient must respond correctly to a security question created by the Sender and used for verification purposes. A Recipient who successfully claims an e-Transfer using the online or mobile banking services of a financial institution should generally receive funds immediately. However, the actual time to receive funds will vary and may take significantly longer depending on the circumstances. Bank makes no representations or warranties regarding the time required to complete an e-Transfer. A Recipient has thirty (30) calendar days from the date an e-Transfer is sent using this Service to claim the e-Transfer, after which the e-Transfer will automatically expire. An e-Transfer sent from another financial institution to Bank will also expire after a certain period of time.

Claiming an e-Transfer When a Security Question and Answer Feature is Not Used. If the Recipient has registered for Autodeposit, the Sender is not required to use the security question and answer feature. The e-Transfer funds sent by the Sender will be automatically deposited into the Recipient's Account. If Customer is a Responder, the e-Transfer Request Money funds will be automatically deposited to the Requestor's Account without requiring the Requestor to answer a security question. A Recipient or Requestor who successfully receives an e-Transfer using the online or mobile banking services of a financial institution should generally receive funds immediately. However, the actual time to receive funds will vary and may take significantly longer depending on the circumstances. Bank makes no representations or warranties regarding the time required to complete an e-Transfer.

Security Question and Answer. Customer will comply with the requirements prescribed by Bank, other financial institutions and Processors with respect to security questions and answers. Customer will ensure security questions and answers are unique and not easily guessed, including by not using a birth date, name, telephone number, social insurance number, or sequential numbers, or any other Security Device used by the Customer. Customer will ensure security questions and answers are known only to the Person that Customer intends to claim the e-Transfer, and not disclosed to any other Person. Customer will not use the email, text message, or any optional message that may accompany the e-Transfer to send an e-Transfer security question or answer. If Customer is a Recipient, Customer will not disclose the e-Transfer security question or answer to anyone.

Reliance. Bank and other financial institutions are entitled to pay an e-Transfer to a Person who (i) correctly responds to the security question and answer; (ii) is the Requestor who sent the e-Transfer Request Money that the Customer responds to; or (iii) the Autodeposit Recipient registered at the email address, mobile number, or other permitted contact information provided by the Sender, in each case, whether or not such Person is the intended Recipient. Bank (or its Processor) keeps on file only one security question and answer per Recipient. If a security question or answer is changed for a Recipient, it overrides any previously saved security question and answer for that Recipient and applies to all outstanding e-Transfers for the Recipient. The new security question or answer will enable the Recipient to accept any previously sent e-Transfers that have not yet been claimed, expired, or cancelled. If the Customer does not want the Recipient to receive an outstanding e-Transfer, the e-Transfer must be canceled by the Customer before it is claimed.

Cancelling an e-Transfer. Unless the Customer is a Responder or the Recipient has registered for Autodeposit, the Customer can request that an e-Transfer be cancelled within thirty (30) calendar days from the date the e-Transfer is sent using this Service, provided the e-Transfer has not been declined or claimed by the Recipient. Bank will use reasonable efforts to cancel an e-Transfer at the Customer's request; provided, that, Bank shall have no liability for any failure or delay in cancelling or revoking the e-Transfer Request. The Customer discharges and releases Bank and CAD-Bank from, and will indemnify and hold harmless Bank and CAD-Bank for, any Losses resulting from the implementation of, or the failure to implement, a change or cancellation of an e-Transfer.

Cancelling an e-Transfer Request Money. A Requestor can request that an e-Transfer Request Money be cancelled within thirty (30) calendar days from the date the e-Transfer Request Money is sent using this Service, provided that the e-Transfer Request Money has not been declined or fulfilled by the Responder, and Bank will use reasonable efforts to cancel or revoke an e-Transfer Request Money at the Requestor's request; provided, that, Bank shall have no liability for any failure or delay in cancelling or revoking the e-Transfer Request Money. The Customer discharges and releases Bank and Bank from, and will indemnify and hold harmless Bank for, any Losses resulting from the implementation of, or the failure to implement, a change or cancellation of an e-Transfer Request Money.

Declined, Cancelled, or Expired e-Transfer. If an e-Transfer sent using this Service is declined, cancelled, or expires, Bank will attempt to redeposit the value of the e-Transfer in the Account from which the funds originated or,

at Bank's sole discretion, either deposit the value of such e-Transfer into another of the Customer's Accounts. Additional fees may apply.

Status of e-Transfer and e-Transfer Request Money. The Customer is responsible for promptly verifying the status of any e-Transfers and e-Transfer Request Moneys by checking the information available in the Customer's CDN-Online Access, as applicable, and will immediately report any missing information or discrepancies in writing to Bank. The Customer may receive messages from time to time from Bank, or its Processor, at the Customer's email address, mobile number, or other permitted contact information provided to Bank with respect to the status of any e-Transfers and e-Transfer Request Moneys, but shall not derogate from the Customer's foregoing responsibility to verify the status of any e-Transfer or e-Transfer Request Moneys.

Financial Institution Limitations. Certain financial institutions may not offer some or any features of the e-Transfer® service. Depending on (i) which financial institution an e-Transfer or e-Transfer Request Money is originating from or sent to; (ii) whether the Recipient has registered for Autodeposit; (iii) whether the Recipient is using the online or mobile banking services of Bank or another financial institution; and (iv) whether the Customer is using CDN-Online Access, a transfer of funds using this Service may not be able to be completed, and in such event, Bank and CAD-Bank will have no responsibility or liability to the Customer or any other Person. The Customer is responsible to ensure the transfer of funds using this Service can be completed in each such circumstance, and discharges and releases Bank and CAD-Bank from, and will indemnify and hold harmless Bank and CAD-Bank for, any Losses resulting from each such circumstance.

Privacy and Confidentiality for e-Transfer Service

Accuracy of Information. The Customer is responsible for the accuracy and completeness of all information provided in connection with this Service, including for ensuring a correct and operational email address, mobile number, or other permitted contact information is provided for the Recipient or Responder, as applicable, and for making any necessary changes. The Customer is responsible to ensure the Recipient or Responder, as applicable, has consented to the provision and use of the Recipient's or Responder's, as applicable, contact information for the purposes of sending the e-Transfer or e-Transfer Request Money, as applicable, using this Service, and otherwise to the extent necessary for the collection, use, and disclosure of the Recipient's or Responder's, as applicable, information in connection with this Service.

Message Content. Bank will not examine any optional message or information accompanying an e-Transfer or e-Transfer Request Money, and Bank assumes no responsibility for the contents of such messages or information. Communication should not be addressed to Bank, any Processor or any other financial institution, using the optional message. Customer is responsible for the contents of any messages or information sent or received using this Service, and is prohibited from sending or receiving a message or information that is potentially harmful in any way ("**Harmful Content**"). For greater certainty, "**Harmful Content**" includes: (i) information or content that is harmful to Bank, CAD-Bank, the Sender, Recipient, Requestor, Responder, or any other Person; (ii) personal information of an individual unless the individual has provided appropriate consent to the collection, use, and disclosure of the personal information in accordance with Applicable Laws, including personal information protection laws; (iii) a uniform resource identifier such as a uniform resource locator (URL), hyperlink, Disabling Code, or deceptive or malicious content; (iv) content or information that is offensive, defamatory, illegal, relates to illegal activities, or the inclusion or transmission of which is otherwise in contravention of Applicable Law; (v) content or information that infringes intellectual property rights; and/or (vi) content or information intended to market products or services. The Customer will indemnify and hold harmless Bank and CAD-Bank for any Losses arising in connection with this Service, including as a result of any messages or information sent or received using this Service.

Personal Information. It is prohibited for Customer's e-Transfer messages to include personal health information or other sensitive personal information, including social security numbers or social insurance numbers or health numbers. Subject to this restriction, to the extent a message includes any personal information or information about the Customer or any other Person, the Customer confirms that the Customer has obtained and shall retain appropriate consents to include the information in the message have been provided or obtained in compliance with Applicable Law, including personal information protection laws, including, but not limited to PIPEDA.

Disclosure and Use. All information collected by, and provided to, Bank in connection with this Service may

be used and disclosed to other Persons, including any Processor and other financial institutions, to the extent necessary in connection with this Service. The Customer also authorizes Bank to use this information for preparing, using, and distributing statistical, profiling, performance, or operation reports relating to this Service. For greater certainty, this consent is in addition to any other consent provided by the Customer with respect to the collection, use, and disclosure of information.

Prohibited Use. Customer is prohibited to reproduce, republish, download, post, transmit, distribute, modify, or otherwise use, in whole or in part, in any form whatsoever, any trademarks, logos, works, or other intellectual property in this Service, including text, images, illustrations, software, HTML codes, audio clips, or videos, and whether belonging to Bank or any Processor, except to the extent permitted in writing by Bank.

IMAGE ACCEPTANCE SERVICE AND CHEQUE-PRO (Canadian-Check Scanning)

Scope. This Schedule includes the terms and conditions for CAD-Bank's X9 Print-Ready File, X9 Image File, and Cheque-Pro image acceptance services involving the presentment for deposit of digital images of cheques or the return thereof in Canada (in each case, a "Service"). This Schedule supersedes and replaces any existing Image Acceptance Schedule between the Customer and CAD-Bank including the X9 Print File Service Schedule.

Definitions and Interpretation

For the purposes of this Image Acceptance Service, capitalized terms have the meanings as follows: "BEA" means the Bills of Exchange Act (Canada);

"Financial Institution Client" means the Customer's client, by way of a direct contractual relationship, which is a deposit-taking financial institution, and which client has been approved by CAD-Bank;

"Image" means a digital representation of the front and back of an original paper Instrument. For greater certainty, an Image is an Instrument under the Agreement; and

"Prohibited Instruments" has the meaning given in this Service Schedule below.

Service

A Service can be used by the Customer to create Images and deliver the Images to CAD-Bank for deposit to eligible Accounts.

Creation of Images. The Customer is authorized to (i) use a Service to create Images on behalf of CAD-Bank and deliver the Images to CAD-Bank for deposit to eligible Accounts, and (ii) provide the Cheque-Pro Service to its Customer's Own Clients on the condition that it has in place with any such Customer's Own Client agreements that comply with the terms and conditions of this Schedule and that authorize it to create Images on behalf of the Customer and deliver such Images to the Customer for deposit only to its Designated Accounts. This authorization is strictly limited and only for purposes to ensure each Image qualifies as an official image within the meaning of the BEA, and for no other purpose. Each Image created using a Service is considered to be created by or on behalf of CAD-Bank in accordance with Applicable Laws, and the Image is an official image within the meaning of the BEA and will be used for all purposes as an eligible bill under the BEA. The Image of any US Instrument is deemed an "item" within the meaning of the Uniform Commercial Code (US), as if the original paper Instrument had been presented.

Endorsement. Customer agrees that the actions of the Customer in creating and delivering an Image to CAD-Bank for deposit using a Service have the same effect as endorsement of the original paper Instrument by the Customer and the original payee. Without limiting the Customer's responsibility for the proper endorsement of all items or the Customer's liability relating to improper or nonconforming endorsements, CAD-Bank has the right but not the obligation to accept nonconforming endorsements, to supply any missing endorsements, and to attempt to collect items with nonconforming or missing endorsements.

Access to Funds. Images will be processed as if they are the original paper Instrument and subject to the same terms and conditions of the Agreement, including CAD-Bank's hold policy and limits.

Fees and Charges. Customer will pay CAD-Bank's fees and charges for credits/deposits and items

deposited for each Image, in addition any fees, charges, taxes, due to Bank or other amounts payable to other Persons.

Technology and Specifications

Technology Requirements. To use a Service, Customer must obtain and maintain, at Customer's own expense, compatible Access Channels, hardware, operating systems, and software approved for such use by CAD-Bank, and which are up-to-date and unaltered from manufacturer specifications. CAD-Bank is not responsible for, and makes no representations or warranties of any nature, with respect to any such Access Channels, hardware, operating systems, and software. CAD-Bank has the right, in its sole discretion, without notice, to make changes to a Service from time to time which may result in Customer's Access Channels, hardware, operating systems, and software no longer being compatible with a Service, and in such event, CAD-Bank will have no responsibility or liability to the Customer or any other Person.

Image Specifications. Customer will ensure all Images comply with Applicable Law and CAD-Bank's specifications and quality standards. Images must be usable, which means clearly represented, be able to be read or deciphered by a human viewer, and must be able to be seen without obstruction. The Image must accurately represent all relevant information on the front and back of the original paper Instrument. All information in each field or portion that is required to be present and read or deciphered by a human viewer on the Instrument must be present and be able to be read and deciphered by a human viewer on the Image. Any field or portion that is required to be present and seen without obstruction on the Instrument must be present and seen without obstruction on the Image. In the event an Image cannot be processed due to poor quality or otherwise, CAD-Bank and Bank are not responsible or liable for any failure or delay in the processing or presentment of the Image.

Safe Storage and Destruction; Image Retention. Customer will ensure the original paper Instrument for each Image is in Customer's physical possession or control and securely stored for five (5) business days after the date of Image creation. Customer will destroy the original paper Instrument using secure methods on or before the sixth (6th) business day after the date of Image creation. Customer is solely responsible and liable for any Losses suffered or incurred by Customer or any other Person as a result of a lack of adequate security or controls over Instruments or a failure to destroy the original paper Instrument as required under this Schedule. CAD-Bank is not responsible or liable if an original paper Instrument is needed after it has been destroyed. The Customer may request copies of any Images retained by CAD-Bank, for which there may be an additional fee. Upon request by CAD-Bank for any purpose, including for collection, audit, or investigation purposes, the Customer will promptly provide CAD-Bank an original paper Instrument if it is still in Customer's possession or Customer's own copies or image of the Instrument.

Security and Implementation Materials

Security. Customer will ensure compliance with all Security Procedures, standards, and other requirements prescribed by CAD-Bank. Customer will implement all features available to enhance the security of a Service, including password and pass phrase reset, dual administration, and multiple approval rules. If Customer does not implement any of these procedures, standards, and other requirements, then Customer is precluded from making any claim against CAD-Bank for a forged, fraudulent, or unauthorized Instrument that such procedures, standards, and other requirements is intended to deter or detect, and CAD-Bank will not be responsible for the Image or any related Losses.

Implementation Materials. Customer will ensure the confidentiality, security, and proper use of all Implementation Materials and Security Procedures, including tokens, login IDs, passkeys, passwords, pass phrases, personal verification questions, and other Credentials, and Access Channels used in connection with a Service.

Customer will immediately notify CAD-Bank, verbally and in writing, if any Implementation Materials, Security Procedures or Credentials are lost or stolen or if there is any unusual, suspicious, actual or suspected fraudulent, or other unauthorized use in relation to a Service.

Information Icons, Help Content, and Links. There may be important terms and conditions displayed

on CAD-Bank's website or when information icons or links are clicked using a Service, and they form part of this Schedule. Customer will ensure the terms and conditions are accessed and reviewed accordingly.

Image Processing

Cut-off Times. Subject to the terms limiting the type and amount of Images to be processed, any Image received before the applicable cut-off time on a Business Day will be processed on the same Business Day. Any Image received after the Cutoff Time will be processed on the following Business Day. CAD-Bank may, in its discretion, use reasonable efforts to process an Image even if it is received after the prescribed Cutoff Time, provided that CAD-Bank will not be responsible for any failure to process such Image. Images will be considered deposited at such times and locations as CAD-Bank may determine in its sole discretion, regardless of where the Customer or its accounts are located. CAD-Bank may, but has no obligation to, confirm receipt of Images, provided, however, this confirmation does not mean the submission was error-free or complete or that CAD-Bank has accepted or deposited any of the Images.

Currency Conversion. Subject to the Section below on Prohibited Instruments, if an Instrument requires conversion of funds from one currency to another currency, CAD-Bank may convert the Instrument or funds to the applicable currency at the currency conversion rate established for such purpose by CAD-Bank in its sole discretion. If Customer has arrangements in place with CAD-Bank applicable to the conversion of Instruments, including special or negotiated currency conversion rates, these arrangements will not apply to Instruments deposited using a Service unless CAD-Bank has agreed expressly in writing to give effect to the arrangements for purposes of a Service. CAD-Bank may debit any of the Customer's Accounts for the funds required for the currency conversion, and for any related fees and charges. CAD-Bank will not be responsible for any Losses relating to currency conversions, including those resulting from a change to CAD-Bank's currency conversion rates between the date an Instrument is converted by CAD-Bank and the date the Instrument is delivered, received, processed, or returned.

Customer is solely responsible for any Losses relating to currency conversions, including those resulting from a change to CAD-Bank's currency conversion rates and any loss in the value or amount of an Instrument due to an adverse change to such rates. Customer is responsible for verifying that Images are being converted in accordance with these terms. Any provisional credit to an account will be changed, and CAD-Bank may debit or credit the account, to the extent necessary to reflect the amount of funds converted and to deduct any conversion fees.

Images Not Accepted or Received. CAD-Bank may for any reason, in its sole discretion, refuse to accept for deposit any Image and may return any Image, including due to the failure to conform to CAD-Bank's specifications or quality standards or the failure to provide proper endorsements. An Image is not considered accepted for deposit by CAD-Bank until CAD-Bank has determined that it meets the requirements for continued processing. CAD-Bank is not responsible or liable to Customer or any other Person relating to any Image or portion of any Image that is lost or otherwise not received or accepted by CAD-Bank or which is returned. The Customer will accept returns in any format received from CAD-Bank, and the Customer may be charged additional fees for returns. CAD-Bank may immediately, in whole or in part, without prior notice, restrict, suspend, or terminate the use of a Service if CAD-Bank considers the rate of returned items to be excessive in its sole good faith discretion.

Finality. Once Images are received by CAD-Bank, CAD-Bank is under no obligation to reverse or change the Image. CAD-Bank may, in its discretion, use reasonable efforts to implement a requested reversal or change, provided that CAD-Bank will not be responsible for any failure to do so. The Customer discharges CAD-Bank from, and will indemnify and hold harmless CAD-Bank for, any Losses resulting from the implementation of, or the failure to implement, such reversal or change.

Provisional Credit. Images will be credited to enrolled Accounts on a provisional basis only, and provisional credits are subject to change and chargeback in accordance with the Agreement. CAD-Bank may debit or credit the account of deposit, or any of the Accounts, to the extent CAD-Bank determines necessary for this purpose. Images that are charged-back will be repaid in accordance with the Agreement, including if the Image is a duplicate, if payment for the Image is not received, or if the Image is returned after initial payment for any reason.

Limitations of Service. If a Service is unavailable to Customer at any time and for any reason, Customer is solely responsible, at its own expense, in those circumstances for finding an alternative method to deposit Instruments, such as by using a CAD-Bank ATM or branch.

Restrictions on Use

Limits. CAD-Bank may establish and change certain restrictions on Customer's use of this Service, including restrictions on the types of Images and limits on the size, number, and dollar amounts of Images and files that may be submitted or accepted through this Service.

Prohibited Instruments. Customer is prohibited from using a Service to create or deliver to CAD-Bank for deposit Images of Instruments that are: (i) not original paper Instruments in Customer's physical possession or control; (ii) not eligible under CPA Rule A10 for the creation of Images or Clearing Replacement Documents or Return Replacement Documents, as such terms are defined in CPA Rule A10; (iii) payable in a currency other than Canadian or US dollars; (iv) drawn on or payable through a financial institution located outside of Canada or the US, or which bear a non-Canadian or non-US routing/transit number; (v) dated more than six (6) months before the date of deposit or that are postdated (dated for a future date); (vi) duplicates or Images or Instruments which otherwise have already been submitted for deposit or accepted for value by CAD-Bank or any other Person; (vii) previously converted to Images or Clearing Replacement Documents or Return Replacement Documents, as such terms are defined in CPA Rule A10, substitute checks or remotely created checks, as such terms are defined in Federal Reserve Board Regulation CC, or otherwise that are not original Instruments, or are electronically-created items; (viii) originally payable to any Person other than the owner of the account to which the Instrument is deposited, except to the extent otherwise permitted in writing by CAD-Bank; (ix) drawn or otherwise issued by Customer or any other Person on any of the Customer's accounts, or any account on which Customer is a Representative or which is provided to the Customer jointly with another Person; (x) altered in any way or which Customer knows or suspects, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the Instrument is drawn; (xi) not acceptable under CAD-Bank's policies and procedures, do not meet CAD-Bank's specifications or quality standards, or are otherwise not acceptable under the Agreement; or (xii) otherwise determined by CAD-Bank as not eligible for deposit using a Service, including at the time of delivery to CAD-Bank for deposit by rejecting it and returning it to the Customer, which, for greater certainty, CAD-Bank may do for any reason in its sole discretion (collectively, the foregoing are "Prohibited Instruments"). Customer will ensure a Service is not used to deposit any Prohibited Instruments. CAD-Bank may, in its sole discretion, accept for deposit any Prohibited Instruments, provided that in no event does CAD-Bank have any obligation to do so, nor will CAD-Bank have any responsibility or liability to Customer or any other Person for accepting or rejecting any such Prohibited Instruments. For greater certainty, if CAD-Bank exercises its discretion and accepts for deposit a Prohibited Instrument, this will not constitute a waiver of any term of the Agreement or preclude enforcement of the terms of the Agreement and restrictions on Prohibited Instruments in accordance with this Schedule.

Other Restrictions. Instruments submitted to CAD-Bank using a Service must be: (a) provided or otherwise originated by individuals or entities that are, in either case, clients of Customer by way of a direct contractual relationship, including Financial Institution Clients and Customer's Own Clients; and (b) presented to the Customer where such presentment was made within jurisdictions advised by CAD-Bank from time to time. For greater certainty, CAD-Bank shall provide the Customer from time to time with written approval or withdrawal thereof of such Financial Institution Clients and/or Customer's Own Clients. Unless otherwise agreed in writing, only Images scanned from Original Cheques drawn on financial institutions in Canada and bearing a Canadian Payments Association MICR line may be submitted under a Service.

Additional Representations, Warranties, and Covenants; Indemnity

Ongoing Representations, etc. Each time Customer uses a Service, Customer represents, warrants, covenants, and agrees that: (i) each Image is the only Image that exists of the original paper Instrument, and has been created by Customer or a Financial Institution Client or Customer's Own Client; (ii) the original paper Instrument of each Image is in Customer's physical possession or control and will be securely stored and destroyed in accordance with Section 4.3; (iii) each Image complies with CAD-Bank's specifications and quality standards and any applicable industry standards, and does not contain any viruses; (iv) there are no Prohibited Instruments, including no duplicate Images or Instruments; (v) Customer has in place prudent measures to securely store and destroy original paper Instruments in accordance with these terms, and otherwise to detect and prevent duplicates and other Prohibited Instruments from being submitted; (vi) payment has not been made or sought on an Instrument more than once, including by depositing the original paper Instrument with CAD-Bank or any other financial institution, at any time either before or after submission of the Instrument through a Service; (vii) all information submitted is true and accurate, including that each Image accurately and completely represents all

information on the front and back of the original paper Instrument; (viii) each Instrument is authentic and valid and originally payable to the account holder, and has been properly endorsed; (ix) no Instrument has been altered and all signatures on all Instruments are authentic and authorized; and (x) the Customer, its use of a Service, and each Image and Instrument, complies with the Agreement, including this Schedule, Applicable Laws, the Customer's constating documents, and other obligations applicable to Customer and its use of a Service.

Indemnity. Customer will indemnify and hold harmless CAD-Bank and any other Person who suffers a Loss in connection with a Service, including if the Customer does not securely store or destroy original paper Instruments in accordance with Section 4.3 or otherwise if the Customer breaches the Agreement. For greater certainty, the scope of the Customer's indemnity includes Losses incurred by the intended payee, drawers of the original paper Instruments, and Persons whose accounts may be wrongly charged or charged more than once for Images deposited using a Service. CAD-Bank is not responsible or liable for any Losses incurred by the Customer or any other Person as a result of Customer's use of this Service.

INFORMATION PRODUCTS SERVICE (Canadian)

Service. This Section includes the terms and conditions for the Information Products Service.

Account Images. Using the Service Customer may view digitized images of MICR encoded Instruments drawn on or processed by Bank or its Representatives, including paid cheques, and electronic notifications of unpaid cheques negotiated and subsequently returned by the payor's financial institution. Customer acknowledges that Instruments may not have been posted to the Account when Customer receives a file transmission of such digitized images because of time lags inherent in the clearing and settlement process.

Balance Reporting. Customer may receive Account balance and transaction information, including statements. If same day information is provided, it is subject to Customer's verification on the following day.

Chargeback Reporting. Customer may receive information regarding cheques credited to an Account, but for which Bank is unable to receive irrevocable settlement or payment.

Incoming Wire Advices. Customer may receive details supporting inbound wires on certain Accounts.

Stop Payments. Customer may electronically submit the required information for stop payment instructions on specifically identified cheque(s) or pre-authorized debits(s), and view reports of stop payment instructions previously submitted through the Service. Customer will ensure that the cheque or debit to be stopped has not already been paid or processed through the applicable Account. Stop payment requests must be received by Bank or its applicable Representative in accordance with Bank's written instructions to Customer, as Bank may provide from time to time. Bank or its applicable Representative will confirm receipt of such requests. The following information must be provided for each cheque or debit to be stopped: (i) amount; (ii) date; (iii) payee name; (iv) serial number (note that the MICR encoded serial number is required in order for the system to capture it); and (v) reason for the stop payment. To stop a series of pre-authorized debits, a stop payment request must be submitted for each debit in the series. Customer acknowledges that any stop payment instruction will remain in place for only one year from the date such instruction is accepted by Bank or its applicable Processor, including CAD-Bank. It is the Customer's responsibility to follow-up on all stop payment instructions, and to ensure the payee has been notified that a stop payment instruction has been given. The issuance and processing of a stop payment instruction may not affect the legal obligation to the payee or any other Person. The payee must be contacted directly to cancel any contract with the payee as required. Bank and its applicable Representative will process all stop payment instructions in accordance with CPA Rules, but Customer acknowledges that neither Bank nor its applicable Representative can guarantee a cheque or debit will be stopped even if a stop payment instruction has been processed. Customer will reimburse Bank for any claim made by any Person as a result of Bank or its applicable Representative complying with any stop payment instruction, and all other Losses Bank or its applicable Representative may incur as a result thereof. Bank's liability as provided by the Agreement is further limited for this Service in order that it will not exceed the amount of a stopped cheque or debit, if the corresponding stop payment instructing was accepted by Bank or its applicable Representative within one (1) year immediately preceding the event giving rise to liability.

Limitation on Liability. In addition to the other limitations on Bank's liability contained in the Agreement,

Bank's liability for any Service provided pursuant to this Appendix shall not exceed the aggregate amount of fees paid to Bank for the Service only within the six (6) month period immediately preceding the first event giving rise to the liability.

LOCKBOX RECEIVABLES (Canadian)

"Service" means the lockbox receivables service provided by CAD-Bank which enables the Customer to direct payments to a post office (PO) box, which CAD-Bank retrieves for processing and depositing the funds directly into the Customer's bank account at CAD-Bank.

Post Office Box. The Customer is solely responsible for the use of the post office box. If the Customer rents the post office box from the post office, all such charges are payable by the Customer directly to the post office. The Customer is also responsible for ensuring that its post office box is of adequate size to accommodate the Customer's anticipated mail volumes. If the post office box is rented by CAD-Bank from the post office, CAD-Bank will pay the annual rental charge on behalf of the Customer.

Postage Due Charges. Customer is responsible for all "postage due" fees charged by any post office for any incoming mail items that are mailed to the designated post office box with insufficient postage, whether the post office box is rented by Customer or CAD-Bank.

Registered Mail and Courier Packages. Customer is responsible for ensuring its customers do not send registered mail or couriers to the designated post office box, and the Customer acknowledges and agrees that CAD-Bank shall not be responsible for the receipt of such mail or couriers nor for any charges related thereto.

Post Office Box Authorization. Customer will provide CAD-Bank and the post office with any authorizations that may be required from time to time to allow CAD-Bank to pick up the mail from such post office, whether the post office box is rented by Customer or CAD-Bank.

Cash Payments. Customer will direct its customers not to send cash payments to the designated post office box. In the event that a cash payment is received, CAD-Bank may, in its sole discretion, refuse to process such payment and return it to the Customer.

Extraneous Items. Customer will advise its customers that only payments are to be sent to the designated post office box. Customer will ensure that the post office box is not used for any potentially harmful, illegal, improper, or unlawful use, including the delivery of firearms, ammunition, medical samples, pharmaceuticals. The Customer will provide its customers with an alternate address for all extraneous items, including returned goods, merchandise, or other material. In the event that any such extraneous items are sent to the post office box, CAD-Bank shall only process any payment received and return the extraneous item to the Customer, at Customer's sole cost.

Courier

Arrangements. If material is delivered to Customer via courier, Customer must establish the courier arrangement directly with the courier and provide CAD-Bank with the appropriate courier account number(s). The Customer is solely responsible for any and all charges billed directly to CAD-Bank or otherwise by the courier relating to shipments to the Customer, including any fees for changed or incorrect account numbers, refused packages, or address changes.

Collect On Delivery Courier Packages. Customer will ensure any courier deliveries that are sent to CAD-Bank's processing center are pre-approved by CAD-Bank and sent pre-paid. To ensure a high level of service, any such deliveries must be sent by courier and not delivered by Customer, its customers, or any other Person.

Paid in Full or Similar Notations. Customer is responsible for ensuring that its customers mail any items marked as paid in full or with other similar wording to an alternate post office address that is not part of this Service or serviced by CAD-Bank. If instructed by Customer, CAD-Bank will not, on a reasonable best effort's basis, process any such items received.

Invoices. Payment on account of any invoice will be accepted and processed by CAD-Bank, regardless of the due date on the invoice and whether or not payment represents full or partial payment of the invoice. If

Customer is using the RPS Magnetic Ink Character Recognition (MICR) Processing Service or the RPS Optical Character Recognition (OCR) Processing Service, the Customer will design its invoices supplied to its debtors so that the “receipt” and “remittance” portions conform to the minimum requirements outlined in CPA Rule H6.

Processing. CAD-Bank will collect and process Instruments and cash received at the designated post office box in accordance with the Customer’s established processing instructions and prior to CAD-Bank’s standard cut-off time or the cut-off time agreed by the Customer and CAD-Bank. CAD-Bank will endorse Instruments payable to the Customer, deposit the proceeds of the Instruments and cash to the applicable Account, and report the Instruments and cash received to the Customer. Only Instruments, cash, or invoices received at the post office box will be processed, and anything else will be forwarded to the Customer at the Customer’s sole cost.

Remittance Information. CAD-Bank will capture the remittance information as selected by the Customer and deliver it to the Customer in the selected format.

Limitations of Service. If Customer is unable to use this Service at any time and for any reason, the Customer is solely responsible, at its own expense, for finding an alternate method to issue invoices to and receive payments from its customers, such as by sending an invoice directly to its customers.

Liability for Returned and Rejected Instruments. Without limiting any provisions in the Agreement, in the event that a Customer’s Instrument is returned, rejected or reversed for any reason, CAD-Bank may debit any Account for any amount that CAD-Bank determines, in its discretion was credited to the Account, or otherwise paid to or on behalf of the Customer with respect to such returned, rejected or reversed Instrument, together with any interest. CAD-Bank may make any other adjustments to an Account to give effect to the foregoing.

Technology Requirements. To use this Service, Customer must maintain, at Customer’s own expense, compatible Access Channels, hardware, operating systems, and software approved for such use by CAD-Bank, and which have not been altered from manufacturer specifications. CAD-Bank is not responsible for, and makes no representations or warranties of any nature, with respect to any such Access Channels, hardware, operating systems, and software. CAD-Bank has the right, in its sole discretion, to make changes to this Service from time to time which may result in the Customer’s Access Channels, hardware, operating systems, and software becoming no longer compatible with this Service, and in such event, CAD-Bank will have no responsibility or liability to the Customer or any other Person.

Security and Documentation

Security. Customer will ensure compliance with all security procedures, standards, and other requirements prescribed by CAD-Bank. Customer will implement all features available to enhance the security of this Service, including password and pass phrase reset, dual administration, and multiple approval rules. If the Customer does not implement any of these Service features, or other services and service features prescribed by CAD-Bank which are intended to detect and deter forged, fraudulent, or unauthorized Instruments, Customer is precluded from making any claim against CAD-Bank for a forged, fraudulent, or unauthorized Instrument that such Service or Service feature is intended to deter or detect, and CAD-Bank will not be responsible for the Instrument or any related Losses.

Documentation. Customer will ensure the confidentiality, security, and proper use of all Documentation, including tokens, login ids, passkeys, passwords, pass phrases, personal verification questions, and other Security Devices, and Access Channels used in connection with this Service. Customer will immediately notify CAD-Bank, verbally and in writing, if any Documentation or Access Channels are lost or stolen or if there is any unusual, suspicious, actual or suspected fraudulent, or other unauthorized use in relation to this Service.

Information Icons, Help Content, and Links. There may be important terms and conditions displayed when information icons or links are clicked using this Service, and these terms and conditions form part of the Agreement. Customer will ensure these terms and conditions are accessed and reviewed accordingly.

Users and User Permissions

Authority. Customer will ensure each User is properly authorized to use this Service on its behalf, and that the User Permissions given to the User correspond to the User’s authority to act on the Customer’s behalf. CAD-Bank may, in its discretion, with or without prior notice, accept, reject, change, or terminate the User

Permissions given to each User.

Responsibility for Users. Customer will ensure each User complies with the terms and conditions of the Agreement, including these terms and conditions and other applicable Documentation. Customer is responsible for all actions and omissions of Users, and all actions and omissions of Users are binding on the Customer.

Information. Customer will ensure all information provided to CAD-Bank about each User, including the name, mailing address, email address, telephone and mobile numbers, and other contact information for each User, is the correct and current information for the User acting in a business capacity on the Customer's behalf.

Changes. Customer will ensure all necessary changes are made in the event of a change to a User's authority or information. The Customer is bound by any change made by a User. Changes made to this Service, including any change to the authority and information of each User, may not result in corresponding changes to any other Services or Documents. Customer will ensure its other Services and Documents are changed to the extent necessary, in accordance with the Agreement.

Disclaimer. CAD-Bank is not responsible for verifying or changing the authority or information of any User in connection with this Service. This disclaimer applies notwithstanding anything contained in an Authorization Form or other Document provided to CAD-Bank.

NIGHT AND DAY DEPOSITORY SERVICE (Canadian)

Service. This Section includes the terms and conditions for the Night and Day Depository Service whereby Bank will, at the request of Customer, arrange for the use by Customer of certain of CAD-Bank's (which, for greater certainty, is a Processor of Bank for purposes of this Service) night and day depositories (each a "Depository").

Property. Customer will ensure that only currency, cheques, and other orders for the payment of money (collectively, "Property") are placed in a Depository, and that all Property placed in a Depository is securely sealed and contained in one or more night and day deposit bags provided by Bank and/or its Representative to Customer for that purpose (the "Night and Day Deposit Bags"). The Customer is responsible for payment of the costs for the Night and Day Deposit Bags.

Keys. Customer will notify Bank on receipt by the Customer of each key (a "Key") to the outside door of each Depository which may be used in connection with the Service. The Customer will ensure each Key remains at all times property of Bank's Representative, and that no Key is duplicated. In the event of any suspected or actual loss or theft of a Key to a Depository, the Customer will ensure that notice of this is immediately provided to Bank. The Customer agrees to pay Bank any Losses suffered by Bank or its Representative arising in connection with the loss or theft of a Key, including for replacing each lock, Key and all other Keys to the outside door of the Depository.

Security. Customer will ensure each Night and Day Deposit Bag is securely sealed before being placed in a Depository, and that each outside door of a Depository is closed and locked immediately following each use of the Depository. If there is any suspected or actual unusual state of condition or defect in a Depository, Customer will ensure that notice of this is immediately provided to Bank in order for Bank to notify the manager of the branch of Bank's Representative at which the Depository is located.

Contents of Night and Day Deposit Bags. Each of Bank and/or its Representative is authorized to open each Night and Day Deposit Bag placed in a Depository, and to remove and process the contents in accordance with this Appendix and the Agreement. Bank and its Representative are not obligated to process any Property which Bank and/or its Representative does not consider to be in proper order. Customer will ensure that each Night and Day Deposit Bag containing Property contains an itemized deposit slip, in duplicate, visibly listing its contents. After each use of a Depository, Customer shall timely take delivery of any Property not credited by Bank or its Representative to the applicable Account. Bank's and/or its Representative's records as to whether or not any use of a Depository has been made and Bank's and/or its Representative's count or determination of the contents of each Night and Day Deposit Bag placed in a Depository will be, in the absence of manifest error, deemed conclusively correct and irrevocably binding on the Customer. It is also expressly understood and agreed by the Customer that the relationship between Bank and the Customer shall, relative to Property contained in any Night and Day Deposit Bag, only become one of debtor and creditor, respectively, after the time the contents of such Night and Day Deposit Bag have been removed, counted, verified, accepted, and entered by Bank or its Processor,

including CAD-Bank, in its records as a deposit.

Use at the Customer's Risk. Customer agrees that each use or attempted use of a Depository by Customer or any other Person in connection with the Service is at the sole risk of Customer. This use is deemed to commence when Property is placed in the Depository and to terminate at the moment the Property is entered as a deposit or returned to the Customer in accordance with this Service Description. During such use or attempted use, Bank and its Representative shall have no responsibility or liability whatsoever (i) in respect of any Property (or any other property) placed or intended to be placed in such Depository, or (ii) for any Losses suffered or incurred by the Customer or any other Person relative to the use or attempted use of a Depository or while the Customer or other Person is physically present on or in the premises for the purpose of using, or in connection with the use or attempted use of, that Depository.

Withdrawal of Depository. Bank reserves the right, exercisable by it at any time, without prior notice to the Customer or any other Person, to withdraw any Depository from the Service at any time, and Bank shall not be liable to the Customer or any other Person for any resulting Losses.

Termination. If the Service is terminated, or if a Depository will no longer be used in connection with the Service, the Customer will ensure all Key(s) for the Depository are immediately returned to Bank or its Representative. If any Key is not so returned, the Customer will pay to Bank, immediately, on demand any resulting Losses, including for replacing each lock, Key, and all other Keys to the outside door of each such Depository.

PRE-AUTHORIZED DEBITS SERVICE (Canadian)

LETTER OF UNDERTAKING

Service. This Section includes the terms and conditions for Bank's Pre-Authorized Debts Service involving Bank (or its applicable Representatives) acting as Sponsoring Member for processing Cash Management PADs, Business PADs or Personal PADs.

Letter of Undertaking. This Section is the Payee Letter of Undertaking for PADs issued by Customer. In accordance with CPA Rule H1, Customer hereby represents, warrants, covenants, agrees and guarantees to Bank as follows:

Payor Approval. Each Payor on whose behalf any debit purports to have been drawn or direction purports to have been given shall have signed or otherwise duly Authorized and delivered to the Payee an authority instructing the Payee to issue debits, and, where applicable, shall have given the Payee a direction pursuant to such an authority to issue a debit as though it were signed or otherwise duly Authorized by such Payor instructing such direction to be acted on as though it were a Written instruction signed by such Payor. Customer undertakes to ensure that each Payor's PAD Agreement and Authorization meets the requirements of CPA Rule H1, including Appendix II of CPA Rule H1. Customer shall maintain all records of, and undertakes to make available, promptly on the request of Bank, a Payor or an authorized representative of the Payor (including the Processing Member), evidence of the authority of a Payor for whom the Payee has issued or caused to be issued any PAD, including each Payor's PAD Agreement and Authorization.

Valid Signing Authority. Customer is solely responsible to ensure that each Payor's PAD Agreement and Authorization is signed or otherwise duly Authorized by the Payor in a form that constitutes proper authority for Bank and the Processing Member to debit the Payor's designated account as may be set out in the Payor's account agreement with its Processing Member.

Payor Acknowledgement for Cash Management PADs. Where the Payor and Customer is the same Person, the Customer agrees Bank may debit its designated account for such PAD. Where the Payor and Payee are not the same Person, the Customer confirms the Customer and the Payee are closely-affiliated Businesses, the Payor has received, reviewed and Authorized this Agreement, and the Customer, Bank and the Processing Member are authorized to debit the designated accounts of the Payor. The Customer

confirms this Appendix constitutes proper authority for the Processing Member to debit the Customer's and/or Payor's designated accounts for Cash Management PADs in accordance with the applicable account agreement with the Processing Member.

Sporadic PADs. If any PADs are Sporadic or may be issued with Sporadic frequency, proper Authorization will be obtained from the Payor for each and every such PAD, in accordance with CPA Rule H1.

CPA General Indemnity. In addition to Customer's indemnity in the Agreement, except to the extent caused directly by Bank's negligence, the Customer undertakes and agrees to hold harmless and to indemnify Bank and any applicable Processing Member against any and all Losses whatsoever that Bank or any applicable Processing Member may suffer, incur or be under or that may be made or brought against Bank or any such Processing Member by reason of or in any way arising out of any of the Services, including the action in drawing and issuing any debit.

Liability for Accuracy. Customer shall be solely responsible for the accuracy and completeness of all information furnished to Bank in connection with the Services, and Bank shall not be responsible in any way for errors resulting from the inaccuracy or incompleteness of any information furnished to Bank. Without limiting the generality of indemnity above, Customer undertakes and agrees to indemnify Bank for all amounts that may be erroneously paid by Bank and/or any Processing Member in respect of any PAD erroneously credited or debited by Bank and/or any Processing Member pursuant to any direction from or on behalf of the Payee.

Payor's Claim for Reimbursement. Customer undertakes and agrees to reimburse Bank and any Processing Member for payment of any claim, including any interest claim, made by a Payor or other Person in accordance with the CPA Rules Manual, including any claim paid by Bank as a result of a Reimbursement Claim filed by a Payor or other Person alleging that: (A) the PAD was not drawn in accordance with the Payor's PAD Agreement; (B) the Payor's PAD Agreement was revoked; (C) any required Pre-notification was not given at least ten (10) days before the date a related PAD was processed to the account of the Payor, or was not waived in accordance with CPA Rule H1; (D) Confirmation was not provided in accordance with section 16 of CPA Rule H1; or (E) no Payor's PAD Agreement existed between the Person making the claim and the Payee with respect to a particular PAD.

Assignment. This Payee Letter of Undertaking may not be assigned, directly or indirectly, by operation of law, change of control or otherwise, without the prior written consent of Bank. No Payor's PAD Agreement may be assigned by the Payee, directly or indirectly, by operation of law, change of control or otherwise, except: (A) with respect to the assignment of a Paper Agreement: (i) if the Payee has prominently displayed (e.g. in bold print, highlighted or underlined) an assignment clause in the Payor's PAD Agreement and the Payee has provided to the Payor Written notice of the full details of such assignment, including the identity and contact information of the assignee; or (ii) the Payee has provided to the Payor prior Written notice of the full details of such assignment, including the identity and contact information of the assignee, a minimum of ten (10) days in advance of any PAD being issued in the assignee's name; or (B) with respect to the assignment of an Electronic Agreement: (i) if the Confirmation contains, in addition to the clauses on the mandatory form set out in Appendix IV of CPA Rule H1, an assignment clause that is prominently displayed (e.g. in bold print, highlighted or underlined) and the Payee has provided to the Payor Written notice of the full details of such assignment, including the identity and contact information of the assignee; or (ii) the Payee has provided to the Payor, prior Written notice of the full details of such assignment, including the identity and contact information of the assignee, a minimum of ten (10) days in advance of the next PAD being issued in the assignee's name.

Name Change. Customer shall provide a minimum of ten (10) days Written notice to Bank and the Payor in advance of the next PAD, where a Payee's name has changed.

CPA Rules, Confirmation Pre-Notification. Customer agrees it is bound by, and will comply with, respect and apply all relevant provisions of, the Canadian Payments Act and all related by-laws, rules, and standards in force from time to time as they apply to the Payee and all PADs issued in connection with the Services, including the Confirmation / Pre-notification requirements or waiver of Pre-notification requirements and cancellation requirements as set out in CPA Rule H1.

Cancellation. Without limiting the generality of subsection 4.11 above, Customer hereby agrees that, subject to the expiry of any reasonable cancellation notice period (not to exceed thirty (30) days) that has been clearly set out in any agreement between the Payor and the Payee (including in an applicable Payor's PAD

Agreement), on receipt by the Payee of any Written or otherwise oral communication from a Payor clearly instructing the Payee cease issuing PADs or otherwise revoking a Payor's PAD Agreement or an Authorization to issue PADs, the Customer shall ensure the PAD is cancelled in the next business, billing or processing cycle, but shall (within not more than thirty (30) days) from the notice cease any new PADs against that Payor and ensure no further PADs are issued against that Payor unless and until that Payor provides the Payee with a new Payor's PAD Agreement.

Notices of Change. Customer undertakes and agrees to: (A) accept and act on notice of change of a Payor's payment routing information that it receives from Bank that was provided to Bank by the Payor's Processing Member in relation to an administrative change to that information by the Processing Member pursuant to CPA Rule F12 that does not involve changing that Processing Member; and (B) deem such notice of change to be that Payor's authorization to change its relevant payment routing information, provided that Bank shall be responsible to the Customer only for the accuracy of information provided in any such notice of change that Bank provides to the Customer.

Re-presentation. In the event of the return of a PAD for reason of "Non-Sufficient Funds" or "Funds Not Cleared", the PAD may be re-presented electronically on a one-time only basis for the same amount as the original PAD, and provided that such PAD is re-presented within thirty (30) days. Any such re-presentation of a PAD shall not contain interest, Non-Sufficient Funds charges or any other charges in addition to the amount of the original PAD.

Termination of Service. Notwithstanding any termination of the Service, the provisions of CPA Rule H1 and the indemnification provisions of this Service shall continue to remain in full force and effect with respect to any PAD drawn and issued or any other obligation of a Sponsoring Member in accordance with the provisions of this Service Appendix prior to the day upon which such termination takes effect.

PAYMENTS SERVICE (Canadian)

Scope. This Section includes the terms and conditions for Bank's CanLink Payments Service described below. The Payments Service is different than any payments or disbursement service provided through Customer's Accounts held at Bank; provided, that Customer must issue any Instruction by use of the applicable Security Procedures, and Bank will execute the instruction to the Account maintained with Bank's Processor for the CanLink Services.

Account Transfers. Initiate funds transfers electronically, in real time to other Accounts at Bank enrolled in this Service.

ACH Direct Deposits. Make payments electronically on a scheduled basis to specified payees to fulfill payment obligations.

Bill Payments. Pay bills and make other remittances electronically to payees registered with Bank or its applicable Representatives.

EDI Originator. Send funds and data electronically to trading partners, either through Bank's or its applicable Representatives' delivery network or otherwise.

Online Tax Filing. Pay federal and provincial taxes online from certain Accounts.

Payables Direct. Send, in one electronic format, either through Bank's or its applicable Representatives' delivery network or otherwise, one or more of the payments types described in Section 4 below, and payment-related data.

Wire Payments. Initiate and receive wire payments.

A/P Link and Payables Direct. The payment types available for enrollment in A/P Link and Payables Direct are limited to payments made using Bank's or its applicable Representatives': (i) ACH Direct Deposits Service; (ii) Pre-Authorized Debits Service; (iii) Wire Payments Service; (iv) EDI Originator Service; and (v) cheques subject to Bank's or its applicable Representatives' Disbursement Auditor Service or Current Account Customer Verification Service.

A/P Link Administrators. For the A/P Link Service, the Customer will appoint a primary service

administrator. The Customer may appoint a secondary service administrator, to approve all actions of the primary service administrator.

Online Tax Filing Administrators. For the Online Tax Filing Service, the Customer will select either single administration or multi administration for this Service. If the Customer selects single administration, the Customer will appoint a single administrator who is authorized to act alone as administrator in connection with the Service. If the Customer selects multi administration, the Customer will appoint a minimum of two (2) and maximum of five (5) administrators, each of whom is authorized to act as administrator except that any action undertaken by one administrator must be approved by another administrator.

ACH Direct Deposits Service File Schedule. For the ACH Direct Deposits Service, the Customer will select whether to provide Bank with a schedule indicating future payments. If the Customer selects to provide a file schedule, the following terms and conditions apply: (i) the file schedule will be provided to Bank on a regular and timely basis, as determined between Bank and the Customer; (ii) if Bank does not receive a payment file on the date stipulated in the applicable file schedule, then Bank will contact the Customer by no later than the end of the next Business Day to advise it of such delay; and (iii) if Bank receives a payment file that is not listed on a file schedule, Bank will process the payment file in the normal course of business, as if it had been listed on the file schedule.

Bank will contact the Customer by no later than the end of the next Business Day to advise it of the non-scheduled payment file.

SECURITY PROCEDURES

Customer agrees that Bank has offered and recommended Security Procedures used for the CanLink Services that are commercially reasonable for the amount, type and frequency of funds transfers made by Customer using the CanLink Services. If Customer adopts a procedure or method other than the Security Procedures recommended by Bank as commercially reasonable, as a means for issuing Instructions to Bank or CAD-Bank then Customer agrees to be liable for any such Instruction acted upon and executed by Bank in good faith that was unauthorized.

POSITIVE PAY - PAYEE MATCH SERVICE (Canadian)

Service. This Section includes the terms and conditions for Bank's Payee Match Service.

This Service can be used by Customer to automate the daily verification of the cheques presented for payment to mitigate cheque fraud.

Cheque Format. Customer will only issue, and Bank will only compare and process, cheques that conform to CPA Rules, including CPA Standard 006 Specifications for MICR-Encoded Payment Items, and the specifications provided by Bank. Customer will provide Bank with a sample of each cheque to be drawn on an Account enrolled in the Service. The Customer will ensure that cheques will only be issued for payment from an Account in the format that has been approved by Bank in relation to this sample. Customer may only change a sample cheque by providing at least thirty (30) days prior written notice to Bank, together with a replacement sample to be approved by Bank. All subsequent cheques shall then be issued in the new format approved by Bank.

Advising Issued Cheque Information. Prior to issuance, the Customer will advise Bank by file transmission of details of issued cheques as follows: (i) branch transit number; (ii) Account number; (iii) cheque serial number; (iv) issue date on cheque; (v) payee name (if applicable); (vi) address (if applicable), and (vii) amount. The full payee name and address printed on the cheque must be included in the details. Issued cheque details received from the Customer will be stored by Bank, and will be used to compare to cheques presented for payment from the applicable Account on each Business Day. Issued cheque details received by Bank prior to the Cutoff Time on any Business Day, will be processed the next Business Day. Issued cheque details will be held on file for six (6) months from the date of issue.

Matching Cheques. Customer will ensure Bank receives information for each cheque issued for payment from an Account enrolled in the Service, including the Account number, payee name, serial number and amount. The payee name information will be provided to Bank by data transmission. On each Business Day, Bank will compare this information against the payee name information and serial number on each cheque that is presented to Bank for payment from the applicable Account enrolled in the Service. Bank will also compare the amount information, if agreed by Bank at the time of enrollment of the Account. Bank's comparison of the serial number and

amount information is limited to referencing the serial number and amount information stated on the Magnetic Ink Character Recognition line on the presented cheque. Bank's comparison of the payee name information is limited to the number, length and location of lines of the payee name information on the presented cheque as agreed by Bank at the time of enrollment of the applicable Account and one line above. Blank lines will not be considered in counting the lines on the presented cheque. Bank will only compare the serial number, amount, if agreed by Bank, and payee name information on presented cheques as set forth above. Bank is not liable for any missing or other information on any cheque, including any information on any other lines above or below the payee name, the account number or signatures appearing on the cheque.

Stop Payments / Void Cheques. As part of the *Payee Match Basic Service*, Bank does not action stop payments or store or action "Void" cheques.

Input Verification. Bank will contact the Customer if the issued cheque details sent by Customer fail Bank's edits, being the testing performed by Bank on the files. Customer will correct any rejected issued cheque details, by re-submitting the data. As part of this Service, Bank does not check the issued cheque details for duplicate information on individual issued cheques.

Exception Cheques. If Bank determines that the serial number, amount, or payee name or address information (if applicable) on any cheque presented for payment from an Account does not match the corresponding details provided to Bank in accordance with the file of Cheques submitted by Customer (an "Exception Cheque"), Bank will provide Customer notice of each Exception Cheque.

Decisions. On each Business Day, Customer will ensure that each Exception Cheque is reviewed, and that Bank is provided with instructions to "pay" or "deny payment" for each Exception Cheque ("Exception Cheques Decision") by the applicable deadlines advised by Bank to the Customer. If the procedures in the Agreement, including this Appendix and the other applicable Documentation, are not correctly followed, Bank is not responsible for any Exception Cheques nor for any Losses suffered or incurred by the Customer or any other Person as a result thereof, and the Customer shall assume full responsibility for such Exception Cheques. Customer agrees to review the Accounts the day following a "deny payment" Exception Cheques Decision to confirm that the instructions were processed, and to contact Bank in the event Customer is unable to find the reversing entries for the instruction.

Default Decision. Unless otherwise instructed by Customer prior to the Cutoff Time to pay or deny payment of an Exception Cheque, Bank will pay all Exception Cheques (the "Default Decision") in accordance the Agreement. Customer may amend the Default Decision with respect to an Account by providing Bank with twenty (20) days prior written notice, in form and substance satisfactory to Bank. Once the Default Decision is changed by Bank, all applicable Exception Cheques will thereafter be automatically returned to the negotiating financial institution.

USD Cheques. Bank is not responsible for any Losses suffered or incurred by the Customer or any other Person as a result of Bank providing late notice for cheques negotiated by any United States financial institution ("USFI") and presented to Bank by the Federal Reserve Bank of New York, or for any delay in advising any USFI of the Exception Cheques Decision.

Limitation on Liability. In addition to the other limitations on Bank's liability contained in the Agreement, Bank's liability for the Service provided pursuant to this Appendix shall not exceed the aggregate amount of fees paid to Bank for this Service only within the six (6) month period immediately preceding the first event giving rise to liability. Further, Customer agrees to indemnify and hold Bank harmless from paying any Exception Cheque that was not properly payable or for returning any Exception Cheque based on Customer's instruction to deny payment, and Customer agrees that Bank returning such Exception Cheques is not a wrongful dishonor.

Removal or Termination of Account. Customer may withdraw an Account from the Service by providing no less than thirty (30) days prior written notice to Bank. Bank may remove or terminate any Account from the Service immediately upon notice to Customer.

XI. CASH SERVICES

Service

Bank's Cash Services allow Customer to deliver Customer's United States coin and currency ("*Prepared Funds*"), checks and other items Bank approves for deposit with Bank to:

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

These locations are hereinafter collectively and individually also referred to as "*Delivery Points*." Prepared Funds and checks delivered to a Delivery Point will be considered deposits and subject to the Funds Availability Policy that governs Customer's Designated Account only after receipt at a Delivery Point prior to

any applicable Cutoff Time and processing as set forth below, except as noted in these Service Terms.

Deposits

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

Deposit Bags. Customer is responsible for supplying and maintaining clear, tamper-evident bags approved by Bank (“Bags”) to be used for delivery of Customer’s Prepared Funds and checks. If Customer uses bags not approved by Bank, Bank reserves the right to (i) charge an additional processing fee for each such bag or reject such bag. Prepared Funds and checks for deposit must be placed in a Bag with a completed deposit slip for the Designated Account.

Processing, Cutoff Times and Funds Availability. On each Business Day, Bank or Bank’s agent will open any Bag that Bank receives at a Delivery Point before the Cutoff Time at 2:00 PM local time and process the Prepared Funds and checks contained in the Bag. For any Bags received after the Cutoff Time or on a day that is not a Business Day, Bank will consider the deposit to be made on the next Business Day. If a Bag shows evidence of tampering upon receipt at the Delivery Point, the Bag may not be accepted for deposit.

- a. Prepared Funds. Bank will count and process the Prepared Funds contained in the Bag and the Prepared Funds will be deposited to the Designated Account on the next Business Day.
- b. Checks. Unless otherwise specified in the set-up procedures, checks and any approved items contained in the Bag will be sent to a Bank Control Vault for processing. Such check deposits will be delivered to the Bank Control Vault on the day specified in the set-up procedures and processed on the day specified in the set-up procedures. Checks will be deposited to the Designated Account based on the type of check, the amount and other factors as provided in the Funds Availability Policy as provided in Customer’s Account Rules. Bank may create images of checks received and may subcontract the imaging to Bank’s agent, retaining the originals only as required by Applicable Law and Bank’s document retention policies.

Designated Courier. Customer is responsible for selecting and contracting with a courier as Customer’s agent and Vendor (“Designated Courier”) to transport Customer’s deposits to a Delivery Point and for picking up and delivering Customer’s orders for currency (“Change Orders”). Bank is not responsible for contents of Customer’s deposit until it is accepted by Bank at a Virtual Vault and a receipt acknowledging acceptance is given and Bank is not responsible for the contents of a Change Order after it is picked up by Customer’s Designated Courier. Bank and Customer’s Designated Courier are separate, independent entities and Bank is not acting for or with Customer’s Designated Courier, and Bank has no responsibility or liability for any obligation of the Designated Courier to Customer.

Counts. Bank will credit Customer’s Designated Account for the declared amount of Prepared Funds and checks Customer indicates on Customer’s deposit ticket (i) on the Business Day the deposit is received if received before the Cutoff Time and (ii) on the next Business Day if received after the Cutoff Time or on a non-Business Day. Customer will have access to this information the Business Day following the day Bank receives the deposit. However, Customer acknowledges that Bank’s count of Prepared Funds and checks is final and conclusive. Bank is not liable for any shortage due to any counterfeit or contraband Prepared Funds or fraudulent checks, whether discovered upon delivery to Bank or thereafter. In no event is Customer entitled to any amount in excess of the correct balance of the deposit, whether the error was caused by improper commingling of funds, inaccurate counts, clerical error or otherwise. Customer acknowledges that Bank will adjust Customer’s Designated Account for any errors including bundle differences and strap differences or as a result of counterfeit or contraband Prepared Funds or fraudulent checks in accordance with the Account Rules.

Change Orders

Process. Customer may place a Change Order with Bank through a number of methods Bank offers. Customer authorizes Bank to debit Customer’s Designated Account for the amount of the Change Order even if Customer does not have sufficient Available Funds and this causes an overdraft. Upon receipt of Customer’s request, Bank will physically count and bundle the currency or coin ordered by Customer and make the Change Order available for pick up by Customer’s Designated Courier at the Delivery Point designated for that Change Order.

Cutoff Time. If a request for a Change Order is received before 10:30 a.m. local time on a Business Day, it will be processed that Business Day and available for pick up at the Delivery Point no later than the next Business Day. Change Order requests received after 10:30 a.m. local time on a Business Day or on a day that is not a Business Day will be processed and available on the second Business Day following the day the Change Order was received.

Debit. Bank will debit the Designated Account for the dollar amount of the Change Order on the day the Change Order is prepared by Bank for pick up.

Pick Up. The Change Order will be available at the Virtual Vault or Bank Control Vault or Branch Customer designated in Customer's Change Order. The Designated Courier is responsible for timely pick up of Customer's Change Order. Change Orders not timely picked up will be returned to Bank's inventory and Customer may be subject to an additional processing charge.

Discrepancies. Change Order discrepancies, missing orders and other problems with Customer's Change Order must be promptly reported to the Commercial Support Center at 1-866-475-0729 or such other number as Bank may designate from time to time. Customer must notify Bank of any discrepancies in the Change Order within two (2) Business Days after receipt of the Change Order. Customer must provide Bank with documentation to support any such discrepancy. Customer agrees that Bank's count of the Change Order is final and conclusive.

Voice Response Unit

Description. Bank offers a voice response unit (VRU) which enables Customer to place a Change Order through a touch-tone telephone. Customer's Change Order will be prepared by Bank and available for pickup by Customer's Designated Courier at the designated location.

Set Up and Implementation. The VRU feature will be available to Customer once Bank has completed the set-up procedures for this feature with Customer. As part of the set-up procedures, Customer will provide Bank with important information for the use of the VRU.

Users. Bank will assign an identification number ("*User ID*") and password for each location Customer designates as eligible to place Change Orders using the VRU to enable the users Customer designates to access and use the VRU feature.

Orders. The VRU system is available for Change Orders 24 hours a day, seven (7) days a week. The VRU feature requires Customer's designated user to provide Customer's User ID and password, and to follow the prompts from the VRU feature or the Change Order. Customer's Change Order will be processed by Bank and placed in a sealed Bag marked with identification information for Customer's Change Order.

Security Procedures. At Customer's option, Customer may use location-specific User IDs or request employee-specific User IDs. In either case, the use of a User ID and password constitute the Security Procedures applicable to the VRU feature. Bank will treat every Change Order placed through the VRU feature with the assigned User ID and proper password as having been authorized by Customer. In addition to safeguarding the confidentiality of the User IDs and passwords, Customer agrees to institute and enforce reasonable security precautions to prevent unauthorized or fraudulent use of the VRU feature by Customer's employees, agents, contractors, customers and third parties.

Electronic Ordering

Bank's Cash Service includes an option for Customer to request a Change Order through the online cash ordering system offered and operated by Customer's selected armored car Vendor, if permitted by Bank and as agreed upon by Bank in the Documentation or otherwise permitted by Bank. Once Customer has completed the set-up procedures for this feature, Customer can request a Change Order using the Vendor's system. Customer is solely responsible for the data Customer inputs to the Vendor's online management system for Change Orders, and for insuring that Customer has sufficient collected balances to cover the amount of the Change Order. Once the Change Order request is received in the online system and confirmed, Customer's Change Order will be handled

and fulfilled as a Change Order as described above. Bank will treat all Change Orders made through the Vendor's system as having been authorized by Customer. Customer's use of this feature is subject to any procedures and instructions provided to Customer by Brinks for this feature. The online system for submitting Change Orders is owned and provided to Customer by Customer's Vendor, and not Bank. Bank is not liable and shall be held harmless for any Losses incurred by Customer for the Customer's use of a Vendors' armored car service provider for the Vendors online ordering system, including for Change Orders.

DTS

Deposit Tracking. Bank has in place a contractual arrangement with International Financial Services Inc. ("IFS") that enables Customer to use the DTS® system to track certain deposits made to Customer's Designated Accounts. The DTS system is a service provided to Customer by IFS. Once Customer contracts with IFS for the DTS system, Customer can use the DTS system to track any deposit transported to Bank's Delivery Points. The ability to use DTS for Customer's deposit activity with Bank is an optional feature of Bank's Service; provided, that IFS shall be deemed Customer's Vendor and not Bank's Processor. Customer's use of this feature is subject to the procedures and instructions found in the set-up procedures for this feature.

The information Bank provides for the DTS system does not include any account number or other confidential information except for information Customer enters into the DTS system and data about the physical status of Customer's deposit (deposited, received, processed, adjusted and adjustment detail). If Customer elects this feature of Bank's Service, Customer consents to Bank's furnishing of this information to IFS for purposes of DTS system tracking of Customer's deposits.

In addition to any deposit documentation supplied by the DTS system, Bank requires that Customer include an MICR encoded deposit slip with each check deposit Customer wishes to have subject to this feature.

Change Orders. Bank's arrangement with IFS also enables Customer to process Change Orders received through the DTS system. Once Customer has completed the setup process for the Change Order feature through DTS, Customer can request a Change Order using the DTS system. Customer is solely responsible for the data Customer inputs into the DTS system, and for insuring that Customer has sufficient collected balances to cover the amount of the Change Order. Once the Change Order request is processed in the DTS system and confirmed, Customer's Change Order will be handled and fulfilled as a Change Order as described above. Bank will treat all Change Orders made through the DTS system as having been authorized by Customer. Customer's use of this feature is subject to the procedures and instructions found in the UserGuide for this feature.

IFS and the DTS System. The DTS system is provided to Customer exclusively by IFS and is not one of Bank's Services. Bank and IFS are separate, independent companies and are not acting jointly or as a partnership or agency in any way, and IFS shall not be considered one of Bank's Processors. Bank's only relationship with IFS and the DTS system is the provision of information about the physical status of Customer's deposits and the ability to accept Change Orders through the DTS System as described above. Customer must look solely to IFS as its Vendor for all matters relating to the DTS system, software and service.

Virtual Deposit

Description. Bank's Cash Service includes an option that allows Bank to accept Customer's deposits of Prepared Funds and checks through the Virtual Vault offered by Customer's armored car Vendor, if permitted by Bank and as agreed upon by Bank in the Documentation. Once implemented, this feature enables Customer to direct Customer's armored car Vendor, as Customer's courier and Vendor, to deliver deposits to any Virtual Vault operated by Vendor. Customer's deposit will be made in clear, tamper evident Virtual Deposit Bag ("vDeposit Bag") and will include the Vendor's Virtual Deposit slip ("vDeposit Ticket"). Customer may only use vDeposit Bags and vDeposit Tickets provided by Vendor to make a deposit with this Service.

The Vendor will, as Bank's cash processing agent, accept the vDeposit Ticket and vDeposit Bag as Customer's deposit. Unless otherwise specified in the set-up procedures, Customer's deposits are subject to the terms contained in the Processing, Cutoff Times and Funds Availability section above, including Cutoff Times and when Customer's funds will be available. As provided in Customer's Account Rules, such credit is subject to final verification and adjustment by Bank. Customer acknowledges that Bank will adjust Customer's Designated Account for any errors including bundle differences and strap differences or as a result of

counterfeit or contraband currency and coins in the vDeposit Bag.

Receipt of Deposit, Transmission of vReport. If Customer elects to use the vDeposit feature, Customer authorizes Vendor to transmit to Bank, and Bank to receive, the vReport (defined below). Once the vDeposit Ticket is scanned and the corresponding vDeposit Bag is accepted and processed, the Bank's vDeposit system will transmit to Bank a report detailing the amount and denominations of currency, and amount of coins in the vDeposit Bag ("*vReport*"). Bank has no obligation to Customer until the Deposit Ticket has been properly scanned by Customer's Vendor and the corresponding Deposit Bag has been accepted and processed by Vendor acting as Bank's agent at the agreed Virtual Vault location. Bank will treat all deposits made directly by Customer through the Vendor's vDeposit system as having been authorized by Customer. Bank is not responsible for any failure of the Report to be timely communicated to Bank or for any errors in the Report. If Bank does not receive the Report or there are any failures or problems with Vendor's vDeposit system, Customer's deposit will be processed as any other deposit of Prepared Funds.

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

Cash Vault Direct

Description. This optional feature of the Service enables Customer to use a non-armored courier as a Designated Courier to transport Customer's deposits and Change Orders. With this feature, Customer can use the United States Postal Service ("*USPS*"), and any other courier Bank may add in the future, to deliver Customer's deposits to Bank or Change Orders to Customer instead of an armored courier. Bank currently has arrangements in place to transport Customer's Change Orders to a USPS processing point near a Bank Control Vault or accept a pick-up from Customer's Designated Courier directly at a Bank Control Vault. Except as expressly noted in this Cash Vault Direct section, Customer's Change Order will be handled and fulfilled as a Change Order as described above and any deposits using Cash Vault direct shall be handled, credited to Customer's Account, and made available to Customer for withdrawal, all as described above.

Set up Procedures and Implementation. During the set-up procedures for Bank's Cash Service, Customer will have the option to designate a non-armored courier as Customer's Designated Courier to deliver Customer's Change Orders to Customer. Customer will also provide Bank the exact business address or addresses ("*Designated Addresses*") to which Customer wishes to have Customer's Designated Courier deliver Customer's Change Order. That location must be a place where Customer operates its business and has authorized personnel available to accept the Change Order.

Ordering. Customer may send Bank a Change Order request for a Designated Courier only through the DTS System and any other ordering methods Bank provides from time to time.

Shipping. Customer must make arrangements with the Designated Courier Customer chooses for the transportation of Customer's Change Orders and deposits, including for the process of delivery and Customer's acceptance of the package from the Designated Courier at Customer's shipping address. Bank does not provide any of those services. Customer is solely responsible for the selection of the Designated Courier and its services, as well as their fees and other charges.

Packaging Standards. When sending deposits under the Cash Vault Direct program, Customer agrees to comply with the Bank's following packaging standards:

- All Deposits should be placed inside tamper-evident bags with DTS barcode Deposit Advice.
- All Deposit bags should be placed inside either the USPS priority mail padded envelope or medium box ("*Package*").
- The maximum total deposit amount in a single Package should not exceed \$5,000.00.
- The maximum total number of deposits per Package should not exceed 7 deposits.
- Adhere shipping labels using clearing packing tape. The face of the label should be completely covered with clear tape.

Processing. Bank will prepare Customer's Change Order as provided in these Service Terms including placing the currency and coin in a sealed, tamper evident bag. Bank will generate a shipping label using the DTS Connex system (or other system made available and selected in the Documentation), affix that label with the Designated Address to the Designated Courier's shipping container and place the sealed bag with Customer's Change Order in the shipping container. Depending upon the Designated Courier, Bank will either use Bank's own armored courier to deliver the container with Customer's Change Order to the shipping facility of Customer's Designated Courier or transfer possession to Customer's Designated Courier at Bank's Delivery Point. In either case, a signed receipt or scan of the shipping manifest by Customer's Designated Courier will serve as acknowledgement of their acceptance of the container on Customer's behalf.

With respect to any deposits made, if the Designated Courier is USPS, the Designated Courier will deliver the container directly to the Bank Control Vault; possession of, and responsibility for the container will pass to Bank when an authorized representative of Bank provides industry standard acknowledgment of receipt to the Designated Courier. If the Designated Courier is USPS, Customer's container will be held at the USPS shipping facility near the Bank Control Vault and Bank will use Bank's own armored courier to pick up Customer's package at that facility for delivery to the Bank Control Vault; possession of and responsibility for the container will pass to Bank when an authorized representative of Bank's courier provides industry standard acknowledgment of receipt to the Designated Courier. .

Delivery. It is Customer's responsibility to establish procedures for acceptance of the delivery of the Change Order from Customer's Designated Courier. Bank recommends that Customer not accept a Change Order if the shipping container or Bag shows any evidence of tampering or damage. Once accepted, Customer should inspect and count Customer's Change Order immediately, but within no greater than two (2) days and report any discrepancy to Bank and Customer's Designated Courier.

Cash Vault Direct (CVD) Processing, Cutoff Times and Funds Availability. Deposits received prior to 2:00 pm local time (cut off time) will be processed with funds available within 2 business days from when the funds were processed. For example, deposits received at 1:59 pm on Monday will be made available by 9:00 am Wednesday. Deposits received at 2:01 pm would be considered the next processing day, thus those funds will be made available by 9:00 am Thursday.

Change Order and Deposit Limits. With the Cash Vault Direct feature, Customer may not order more than \$5,000 in any single Change Order and agrees not to deposit more than \$5,000 in currency with any single package or mailer delivered by a Designated Courier. Bank may in its discretion establish daily and other limits, including by Bag, location, and in the aggregate on the amount of Change Orders or deposits. Bank will use reasonable efforts to notify Customer in advance or promptly after imposing any such limits, or any change in previously established limits.

Other Risks. Customer acknowledges that the transportation of currency by a non-armored Designated Courier, while less expensive than the use of a traditional armored courier, presents additional and unique risks compared to the use of a traditional armored courier. Customer understands that Customer's Change Order or deposit will be included in the large number of packages Customer's Designated Courier processes each day and that the delivery system of the Designated Couriers may not be as secure as an armored courier's system. This means that there is a greater risk of loss of Customer's Change Order or deposit. Bank recommends that Customer procure insurance for Customer's Change Orders and deposits through Customer's Designated Courier or third party provider as a means to manage Customer's risk of loss.

Representations and Warranties Regarding Security. Each time Customer uses a Designated Courier to transport Customer's Change Order or deposit, Customer represents and warrants to Bank that: (i) Customer has implemented procedures and programs to ensure that the Designated Courier feature of Bank's Cash Service is used only as authorized by Customer; and (ii) Customer has in place adequate internal controls to ensure the proper and secure use of the Designated Courier feature including processes for control over the

shipping address, the secure transfer of the Change Order from the Designated Courier to Customer's authorized personnel (or Customer's authorized personnel to the Designated Courier in the case of a deposit) and verifying the amount of Customer's Change Order upon delivery and the amount of each deposit when processed by Bank.

Statements and Notices

Customer's deposit activity and Change Orders through this Service will be reflected on Customer's regular monthly statement for the Designated Account as provided in and subject to the Account Rules. Customer should carefully and promptly review the statements Bank provides or makes available to Customer. Bank offers a number of options for deposit reporting and viewing Customer's account activity. Customer must notify Bank of any error or other problem as required and within the time frames specified in the Account Rules.

Risk of Loss; Limits on Liability.

Customer agrees that once Customer's Designated Courier has received the shipping container with Customer's Change Order or deposit, all responsibility and risk of loss for the contents of Customer's Change Order pass from Bank to Customer or Customer's Designated Courier, or in the case of a deposit remaining with the Customer or Customer's Designated Courier until receipt by Bank at a Bank Control Vault. Customer agrees to look solely to Customer's Designated Courier for any problems or disputes with respect to the courier services provided by them including any lost or missing deposit, Change Order or currency and coins, all delivery, timing and similar issues, and other matters with respect to the transportation of Customer's deposit or Change Order; and Bank shall have no liability while Customer's deposit or Change Order is in the possession of Customer's Designated Courier.

Foreign Currency

At Customer's request, Bank may offer the ability to deposit foreign coin and currency as part of the Service, subject to other terms and conditions including eligible Delivery Points and eligible currency, currency conversion procedures, funds availability and fees, and Bank's current procedures for processing foreign coin and currency. Customer shall be solely responsible for any risk of loss or reduction in principal due to timing and exchange rate differences and adjustments. In addition to any limits on liability in the Agreement, Customer agrees that Bank's liability for any coin and currency in transit through the USPS shall be limited to the lesser of the amount of currency in the shipping container or \$500.

XII. CHECK BLOCK

Service

Bank's Check Block Service protects the accounts Customer selects for this Service by implementing a block so that all checks presented against the account will be automatically returned unpaid, including ACH Entries from the conversion of a paper check, RCK, ARC, POP and BOC Entries (each as defined in the Operating Rules). If Customer has an account on which Customer does not wish to allow checks to be drawn, Customer can establish Check Block to prevent checks from posting to Customer's account. Check Block does not block electronic transactions other than ACH Entries from the conversion of checks.

XIII. CHECK IMAGING

The Check Imaging Service enables viewing and research of checks using either CD ROM or Integrated Search.

CD ROM Service

Account Activity. Check Imaging Service via CD ROM enables Customer to automate the research of checks drawn on Customer's Designated Accounts using the System that Bank designates for such purposes. Periodically on a Banking Day, Bank shall create a CD ROM containing images of checks presented on Customer's Designated Accounts for a given cycle.

Security. Customer's CD ROM is encrypted but it is essential that Customer maintains the security of the CD ROM once Customer receives it. Bank is not responsible if an unauthorized Person obtains access to Customer's account information from the CD ROM.

Integrated Search

Integrated Search for Check Imaging Service provides viewing and research functionality for images of Customer's checks. Instructions for use of the Check Imaging through *Fifth Third Direct* are provided in the User Guide for this Service. Integrated Search also enables Customer to search Bank's long-term image archive to retrieve both paid check and deposit transactions and associated images. Images are available for up to one (1), seven (7), or ten (10) years by request.

XIV. CHECK ISSUANCE

Service

Bank's Check Issuance Service enables Customer to request Bank to create checks on Customer's behalf drawn on a Designated Account (or, if Bank expressly approves, an account at another financial institution) by means of giving Bank a "Check Issuance Request" in the form and manner Bank requires. A Check Issuance Request is an Instruction.

Check Issuance Requests may be delivered to Bank through the communication channels agreed upon in the set-up process. Check Issuance Requests may only be submitted by an Authorized Agent designated by Customer in the set-up process using forms Bank provides or allows.

Once Bank receives a Check Issuance Request, Bank prepares a check drawn on the Designated Account in the amount and to the payee identified in the Check Issuance Request, applies the signatures Customer furnishes to Bank and sends the check to the address Customer specifies in the Check Issuance Request.

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

Customer's Responsibilities

Customer must create and transmit to Bank a Check Issuance Request for each check Customer wants Bank to issue on Customer's behalf. Customer must make certain that each Check Issuance Request conforms in form and substance to the requirements, including Cutoff Time on a Business Day, described in the User Guide.

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

Customer is required to have Available Funds sufficient in amount to cover the total of all checks in the Check Issuance Request. Customer agrees not to send Check Issuance Request(s) unless there are sufficient Available Funds in the Designated Account to cover the checks Customer requests. Bank may, in Bank's discretion, decline to issue the check if Customer does not have sufficient Available Funds in the Designated Account to cover any check Customer requests.

Delivery

Expenses. Customer is responsible for the costs of postage and express delivery, courier and similar third-party fees and expenses Bank incurs in using the method of delivery of Customer's checks specified by Customer. Customer agrees that Bank may establish, and require that Customer fund, a reserve account that Bank can access for three months of reasonably anticipated postage and other customary expenses associated with the use of the United States Postal Service. If Customer requests overnight, express or other courier delivery, Bank requires that Customer provide Bank Customer's courier account information, and Customer authorizes Bank to charge shipping expenses to that account for Customer's check activity. Bank is not responsible for the method of delivery Customer chooses other than to timely deliver Customer's check activity to the selected carrier.

Payee Information. Customer is responsible for the accuracy of the payee and delivery address Customer provides to Bank.

XV. CHECK RETURNS

Service

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

The conversion of returned checks to an ACH transaction is not available with this Service, but can be obtained with Bank's Re-Presented Check Entries (RCK) Service. This Service does not impose on Bank any obligation to collect any RDI except as described in these Service Terms.

Notifications and Reporting Options

Bank is required to notify Customer of a return deposit item for any of Customer's Accounts. Customer can receive notification via the following methods:

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

Returns Management

Returns Management via *Fifth Third Direct* is a feature of the Service that enables Customer to receive summary, detail, and chargeback information on RDI activity on a next-Business-Day basis. This feature also includes:

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

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

Return Deposit Item Reports

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

Returns File Transmissions

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

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

Consolidated Returns

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

Settlement Account. In the set-up process, Customer must specify a settlement account with Bank for RDIs from other institutions. Any items received for consolidated processing will be charged to this Bank settlement account. The bank of first deposit maintains the original credit, and Bank accepts the debit responsibility through the settlement account. Customer agrees to maintain a balance in the settlement account sufficient at all times to offset the incoming returns. The account is subject to overdraft fees if the returns on a particular Banking Day exceed the settlement account balance.

Special Endorsement. Bank utilizes a unique routing and transit number so that items can be routed to, and received by Bank and processed through the settlement account. Each Item that Customer wishes to be returned to Bank must include an electronic endorsement in the form, and with the quality, location on the Item and consistency Bank requires. The form of endorsement is provided in the set-up process and must be used exactly as Bank specifies. Customer is solely responsible for requiring Customer's depositing banks to use the required electronic endorsement associated with the check images Customer wishes to be subject to this feature of Bank's Service.

Late Returns

Customer may experience late returns in Customer's Account for a variety of reasons. Bank will not initiate a late return claim for any RDI unless Customer submits a request to Bank in the manner Bank requires. Such a request is subject to Bank's standard fees.

XVI. CONTROLLED DISBURSEMENT

Service

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

Accounts

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

Debit Totals

On each Banking Day, Bank will determine the total dollar amount of all checks and Debit Entries on each Controlled Disbursement Account that were presented to Bank for payment prior to the final presentment totals

on that Banking Day (the “*Debit Total*”). In providing the Service, Bank relies on clearing information that Bank receives from the applicable Federal Reserve Bank, ACH Operator, or other clearing entity, the accuracy and timeliness of which Bank does not control and for which Bank assumes no responsibility or liability. Customer may, prior to the Cutoff Time on each Banking Day, use one of Bank’s information reporting services to obtain information regarding each Controlled Disbursement Account. If the Debit Total is unavailable on a Banking Day for any reason, Bank will work with Customer to establish funding requirements for that Banking Day. Checks drawn on the Controlled Disbursement Account that are presented over the counter may not appear in the Debit Total for that Banking Day and will appear in the Debit Total for the next Banking Day.

Available Funds in Funding Account

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

Transfer of Funds

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

Notice of Debit Total; Notice of Required Funding

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

Stop Payments

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

Limitations

Controlled Disbursement is not designed to prevent the payment of unauthorized checks or debits. Bank offers a variety of Services to complement Bank’s Controlled Disbursement Service and assist Customer in addressing unauthorized activity in Customer’s Accounts.

XVII. DEPOSIT INFORMATION

Bank Statements

CD ROM

Account Activity. Bank Statements via CD ROM enables Customer to view their Check Image Statements and Statements on Customer's Designated Accounts using the System that Bank designates for such purposes. Periodically on a Banking Day, Bank shall create a CD ROM containing Statements presented on Customer's Designated Accounts for a given cycle.

Security. Customer's CD ROM is encrypted but it is essential that Customer maintains the security of the CD ROM once Customer receives it. Bank is not responsible if an unauthorized Person obtains access to Customer's Account information from the CD ROM.

File Transmission

Account Activity. Bank Statements via File Transmission enables Customer to view their Check Image Statements and Statements on Customer's Designated Accounts using the System that Bank designates for such purposes. Periodically on a Banking Day, Bank shall create a File containing Statements presented on Customer's Designated Accounts for a given cycle.

ARP Deposit Recon

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

XVIII. ELECTRONIC CASH LETTER

Service

Description. The Electronic Cash Letter Service enables Customer to electronically transmit to Bank cash letter files from Customer's place of business or another approved location that Bank will then process, send for clearing and credit to Customer's Designated Account. The Service is subject to Applicable Law, including the Operating Rules and the Implementation Materials that Bank provides to Customer to set forth the communication standards, operating and return procedures and other technical requirements for the Service, and to Bank's operating policies for the Service including Cutoff Times, processing schedules, and Funds Availability Policy.

Processing

Check Eligibility. Checks eligible for use with the Service are checks (including substitute checks and U.S. Savings Bonds) or drafts payable on demand to Customer for deposit to Customer's Designated Account in U.S. Dollars, but not including non-cash items (collectively, "*Checks*"). Provided, however, in the case of Financial Institutions Customers using the Service ("*FI Customers*" as further defined below), Checks must be endorsed by Customer's institution as the bank of first deposit ("*BOFD*"), which may include Fifth Third Bank, NA. Only Checks written on a financial institution subject to regulation by one of the United States financial institution regulatory authorities and Checks that have not previously been presented to Bank (in any form) may be submitted through the Service. All other Checks including foreign checks (i.e., checks without a U.S. routing and transit number or not drawn on a U.S. Dollar denominated account) must be presented in original form by means other than this Service. Customer may not transmit or deposit Checks drawn on any of Customer's accounts with Bank or any other financial institution or the account of an affiliate of Customer or third party Checks with this Service. Customer may not deposit checks drawn on its own accounts or an Affiliate's accounts with Bank through this Service. Customer may not deposit any third-party checks through this Service. Customer may not deposit any Electronically-created Item. "Electronically-created item" means an electronic image that has all the attributes of an electronic check or electronic returned check but was created electronically and not derived from a paper check.

Check Image Files. Bank will accept from Customer for deposit an electronic file ("*ECL File*") containing electronic images of the front and back of Checks (each, a "*Check Image*"). Each Check Image must contain all the information on the MICR line of the original Check at the time the original Check was issued and deposit instruction in the format Bank requires. Each Check Image is considered a "*check*" or "*item*" as the case may be, under Applicable Law, the Operating Rules and the Account Rules to the same extent as the original Check. Customer is responsible for the quality and accuracy of each Check Image Customer

creates, and for insuring that the corresponding MICR data matches the correct Check Image and Check. All Check Images Customer sends must meet the requirements specified in the image specifications and code documents Bank provides in the Implementation Materials provided in the set-up procedures. Customer acknowledges that Bank will not review or verify any data or dates in the Check Images in Customer's ECL File, nor will Bank review or have any responsibility for any restrictive endorsements or other similar information on any Check Image.

Transmission. Check Images must be transmitted to Bank via the communication protocol, in the format and to the destinations Bank establishes with Customer in the set-up procedures. The Service is subject to the cutoff and processing times specified in the Implementation Materials. Customer's communications are also required to conform to the applicable Security Procedures including protocols for this Service as mutually established during the set-up procedures.

Deposit. Upon receipt and validation by Bank of a Check Image, Customer authorizes Bank to, at Bank's option, create a substitute check from the Check Image, and process the Check through Bank's clearing channels physically or electronically or through an image exchange network. Each Check Image is deemed presented to Bank when Bank receives and validates the related ECL File provided that Customer's transmission and the Check Images comply with the requirements of these Service Terms. Bank will acknowledge receipt of Customer's transmission through the acknowledgement reporting features of the Service depending upon the communications protocol Customer selects. Deposits are subject to Bank's Funds Availability Policy included with the Account Rules unless a separate funds availability schedule has been provided in writing to Customer.

Processing. Bank will process Check Images in accordance with its then current processing procedures. Bank may however reject any Check Image in good faith and without liability if Bank determines it is a duplicate image or if it fails to meet the requirements specified in these Service Terms including the Implementation Materials. Bank reserves the right to clear through the channel Bank deems appropriate in its discretion to achieve expedited processing and least cost routing. Bank's processing Cutoff Times will be communicated to Customer in the Implementation Materials. If Bank is unable to process any Check Image or ECL File as a result of poor image quality or any appropriate reason, the Check Image will be deleted from Customer's file, Customer's deposit will be adjusted accordingly and notice of the rejection of the Check Image will be available through one of the reporting service available through *Fifth Third Direct*. Customer is responsible for checking the ECL reports each Business Day and following the procedures in the Implementation Materials. Bank reserves the right to process any foreign check on a collection basis only. Bank reserves the right to require that Customer present the original Check or good front/back image of any Check Image. Customer authorizes Bank to correct, repair and delete Check Images that do not conform to these Service Terms.

Exceptions. Bank is not responsible for detecting or reporting any error in a Check Image or other data transmitted to Bank, but Bank shall make reasonable efforts to notify Customer if Bank detects any such error. Erroneously presented Checks that Bank discovers (such as Checks not payable to Customer) and nonconforming ECL Files and Check Images will be returned to Customer for further instructions. Customer may be subject to charges for exception processing.

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

Integrated Search. Bank will archive all of the Check Images Customer transmits to Bank or which Bank creates. Check Images are searchable and may be accessed through Integrated Search tools offered by Bank.

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

Customer's Responsibilities

Equipment. Customer is solely responsible for having and maintaining at Customer's expense proper

functioning hardware, including scanning equipment, software and communication devices, and Internet access and related services (collectively, “*Service Components*”), including maintenance support and training necessary to transmit Check Images to Bank. Bank are not responsible for any Service Components used by Customer.

Compatibility. Customer is responsible for insuring that Customer’s Service Components are compatible with the Service. If necessary, Customer agrees to make all modifications to Service Components at Customer’s expense as Bank may require in order to provide the Service to Customer. Bank is not responsible for any modifications Customer may be required to make in order to use the Service.

Security. Customer agrees to: (a) maintain the security of the Service Components; (b) secure and limit access to the Service Components and the Service so that the Service is used only by authorized Persons for transactions authorized by Customer; and (c) insure the security of all scanned checks and related data so that they are not available to unauthorized Person or used for unauthorized or improper purposes.

Training and Supervision. Customer is responsible for training Customer’s employees, agents and vendors in the proper and secure use of the Service and the Service Components, and for supervising and auditing the use of the Service and Service Components by Customer’s employees, agents and vendors.

Errors. Customer is solely responsible for the accuracy of the Check Images, MICR data, control totals and other information Customer transmits to Bank with the Service and the Service Components, and for timely notifying Bank if Customer discovers an error in any Check Image Customer transmits. Bank’s ability to make adjustments for errors is limited by Applicable Law and Operating Rules. Customer must also notify Bank promptly, but no later than thirty (30) days of receipt of Customer’s statement if Customer discovers an error in the reconciliation of the Designated Account, subject to the Account Rules. If Bank causes an error in or loses any Check Image, its sole obligation is to recreate or correct the Check Image.

Customer’s Representations and Warranties

In connection with each Check Image Customer transmits to Bank, Customer is deemed to make the same representations and warranties and give the same indemnities with respect to the Checks, Check Images and substitute checks created by Bank that Bank is deemed to make and give with respect to Checks under Applicable Law, any applicable Operating Rules, including any requirements of the Board of Governors of the Federal Reserve. In addition to all warranties and covenants provided by Applicable Law with respect to presentment and collection of Checks, Customer represents and warrants with respect to each Check Image submitted to Bank that:

- (i) the Check is properly payable to Customer (or, in the case of FI Customers, Checks on which Customer is the BOFD) and Customer has the legal authority to accept and negotiate each Check Customer transmits or presents to Bank;
- (ii) each Check was properly endorsed (in the case of remotely deposited Checks, on the physical item with a restrictive endorsement, e.g., “*For Deposit Only at Fifth Third Bank*”);
- (iii) the Check has not been altered;
- (iv) the Check Image accurately represents all of the information on the front and back of the Check, all such information is legible on the Check Image and the MICR-line information is accurate;
- (v) the control total accompanying each transmission is accurate and equals the sum of the individual Checks in the applicable file;
- (vi) no Person will receive presentment of the original Check, a substitute check based on original Check not created by Bank, or a paper or electronic representation of the original Check or a substitute check;
- (vii) Customer has in place adequate internal controls over the use of the Service in Customer’s environment, and adequate process to assess the effectiveness of Customer’s internal controls; and
- (viii) Customer will not send an Electronically Created Item to Bank or any Federal Reserve Bank.

Originals (Retention and Destruction Requirements)

Customer acknowledges that Customer may be required under Applicable Law and Operating Rules related to returns, disputes, or adjustments to produce the original Check or good front/back image after sending the Check Image for a time period up to one (1) year following submission of the Check Image. For the purposes

of these Service Terms, Customer agrees to: (a) maintain and safeguard original Checks for a reasonable period of time not less than thirty (30) days following sending of the ECL File to Bank (Customer's "Retention Period"); and (b) timely and securely destroy the original Checks promptly following the expiration of Customer's chosen Retention Period. In addition, Customer agrees to provide to Bank the original Check, if available, and all financial information and records, and related information and documentation regarding the Checks that Bank may reasonably request. Customer is solely responsible if a Check, Check Image or data on which a Check Image is based is presented to any Person or if any Person is charged other than based on presentment of the Check Image by Bank. In addition to Customer's indemnification obligations in the Master Agreement, Customer agrees to indemnify and hold Bank harmless for any Losses Bank may incur or suffer in connection with: the presentation or charge to any Person of the original Check, Customer's failure to maintain the security of the original Check, the presentation of duplicate checks, or Customer's failure to timely provide Bank an original Check or good front/back image upon Bank's request.

Credit; Funds Availability

Credit for all deposits is provisional and subject to verification and collection. ECL Files received before the designated Cutoff Time in the Implementation Materials on a Business Day will be processed that day and ECL Files received after the designated Cutoff Time on a Business Day or anytime on a non-Business Day will be processed on the next Business Day. Funds will be available for withdrawal as specified in the Funds Availability Policy provided with the Account Rules unless a separate funds availability schedule has been provided in writing to Customers.

Rejected and Return Checks

Bank may reject any Check Image or Check for any permissible reason. Bank will use reasonable efforts to notify Customer of Check Images or Checks Bank rejects through the reporting features Customer uses with *Fifth Third Direct* or directed back to the origination location of the Check Image. Customer agrees to pay Bank for any returned or rejected Check Images or Check (to the extent Bank previously gave Customer credit), and agrees that Bank may debit the Designated Account for, and otherwise adjust (including for any related interest or earning credit Bank gave Customer) or chargeback for any and all previous deposits of: (a) any returned or other uncollectible Check; (b) any Check not payable to Customer or not properly endorsed; or in the case of FI Customers, Checks on which Customer is not the BOFD; (c) any Check that is presented for deposit more than once; and (d) any non-conforming, ineligible or rejected Check Images or Checks. In accordance with Bank's customary practices, Bank will return all such Check Images and Checks to the BOFD or as specified in the Check Image File.

If Customer is a financial institution and Customer is or is serving as BOFD for a Check Image or Check, Bank is not responsible for any liability Customer may incur for any returns routed to Bank in error.

Suspension or Termination of Service

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

Security Procedures

The use of user IDs and passwords, in addition to access requirements for *Fifth Third Direct* are part of the Security Procedures for the Service. Customer will be provided Security Procedures to use with this Service during the set-up procedures. Customer must select the procedure that suits Customer's individual requirements. The transmission of ECL Files and the related Check Images and other data to Bank using the agreed upon Security Procedures will be deemed for all purposes to be authorized by Customer.

Additional Provisions Applicable to Financial Institution Customers

Application. The following provisions apply only to Customers who are banks, savings associations, credit

unions and similar financial institutions and or members of a payment network with their own routing numbers (“*FI Customers*”).

Paper Processing. If Bank has expressly agreed in writing to accept paper cash letters, FI Customer agrees to send paper cash letters only in temporary or emergency situations and only if: (a) FI Customer utilizes a commercially reasonable and trackable transportation method with the requirement of a signature receipt from Bank to ensure delivery and processing; and (b) the tracking number and amount of the cash letter are presented to Bank in advance of delivery. Bank has no responsibility for paper cash letters in the absence of Bank’s prior written agreement to accept them or FI Customer’s failure to comply with these conditions. In the event, technical issues prevent FI Customer from processing a cash letter, FI Customer may contact its Bank Relationship Manager to arrange for presenting a paper cash letter at a Bank branch (“*Emergency Cash Letter*”). FI Customer agrees that Bank has no obligation to accept or process an Emergency Cash Letter and shall have no liability for refusing to do so. Any Emergency Cash Letter is subject to the Cutoff Times of the Bank branch where such paper cash letter is submitted. FI Customer agrees that Bank may convert FI Customer’s paper checks to electronic images and clear them through any clearing channel Bank chooses and terminate FI Customer’s right to send paper cash letters at any time.

Disclosures. In addition to the representations and warranties made by FI Customer elsewhere in these Service Terms and the Master Agreement, with each Check Image FI Customer transmits to Bank, FI Customer represents and warrants to Bank that:

- (i) FI Customer has the legal authority to accept for deposit and otherwise negotiate each Check Image FI Customer transmits or presents to Bank directly or include in an ECL File;
- (ii) FI Customer has made all disclosures required by, and otherwise complied with, Applicable Law to FI Customer’s account holders for whom FI Customer sends Bank Check Images in connection with the creation and processing of Check Images; and,
- (iii) for any Check payable to FI Customer’s account holder, that the account has been opened and administered in compliance with all applicable “know your customer” and anti-money laundering laws and regulations and FI Customer’s “*Customer Identification Program*.”

BOFD. For purposes of the UCC, as between FI Customer and Bank, FI Customer is, or assumes the responsibilities of, the BOFD with respect to each Check reflected in Check Images transmitted to Bank.

XIX. ELECTRONIC DEPOSIT MANAGER

Service

Description. The Electronic Deposit Manager (“*EDM*”) Service enables Customer to electronically transmit electronic images (“*Check Images*”) of the front and back of Check(s) (defined below) for deposit processing and credit to Customer’s Designated Account (the “*Service*,” or the “*EDM Service*”). The Service is accessed through Bank’s internet portal, currently known as *Fifth Third Direct*, from Customer’s place of business (or another approved location by Bank) or using the application on Customer’s mobile device through a service as specified by Bank.). The Service is subject to Applicable Law, the Operating Rules, and Implementation Materials that the Bank provides to Customer which set forth the communication standards, operating and return procedures and other technical requirements for the Service, and to Bank’s operating policies for the Service including Cutoff Times, processing schedules, and funds availability policy.

Processing

Check Images. Each Check Image must contain all the information on the MICR line of the original Check at the time the original Check was issued and deposit instructions in the format we require. Each Check Image is considered a “*Check*” or “*Item*”, under Applicable Law, the Operating Rules, and the Account Rules to the same extent as the original Check. Customer is responsible for the quality and accuracy of each Check Image created, and for ensuring that the corresponding MICR data matches the correct Check Image and Check. All Check Images sent to Bank using the EDM Service must comply with the requirements described below.

Check Eligibility. Checks eligible for use with the Service are checks, Money Orders, or drafts (including substitute checks and U.S. Savings Bonds), payable on demand to Customer for deposit to its Designated Account in

U.S. Dollars, including any checks that are re-presented return deposit items (“RDIs”). Only Checks written on a financial institution subject to regulation by one of the United States financial institution regulatory authorities and Checks which have not previously been presented to Bank or any other financial institution in any form may be submitted through the Service. All other Checks including foreign checks must be presented in original form by means other than this Service. Customer may not deposit Checks drawn on any of its own Accounts or an Affiliate’s accounts with Bank through this Service. Customer may not deposit any checks payable to another party and endorsed over to Customer through this Service, except for financial institution customers.

Scanning. The Service includes a module accessible through *Fifth Third Direct* that enables the creation of Check Images using any compatible scanning or other equipment and software (“*Scanning Components*”) or using an EDM mobile app. Check Images are created and transmitted to Bank by Customer following EDM instructions. Each Check must be endorsed by Customer, “*For Deposit Only via Remote Deposit at Fifth Third Bank.*” *This endorsement may be manually added by Customer prior to scanning the check or Customer may also endorse a Check through the virtual EDM endorsement feature (which is not available when using the mobile app).* In the event the Check contains a pre-printed restrictive endorsement checkbox and date field; Customer must endorse the physical item by writing X in the checkbox and filling in the date prior to scanning and transmitting to Bank for processing. Bank may, but is not obligated to, test the quality and reliability of Check Images created by Customer and to screen for duplicates. Customer acknowledges that Bank will not review or verify any data or dates in the Check Images, nor will Bank review or have any responsibility for any restrictive endorsements or other similar information on any Check Image.

Deposit. Each Check Image is received by Bank when EDM acknowledges receipt of the Check Image; provided, it complies with the requirements of the Service. Customer is responsible for using EDM to determine Bank’s acceptance and for responding to any errors or other problems noted through EDM.

Processing. Bank will process Check Images in accordance with its processing procedures. Bank may, however, reject any Check Image in good faith and without liability if Bank determines it to be a duplicate image or if it fails to meet the requirements specified in these Service Terms. Bank’s processing Cutoff Times will be communicated to Customer in the set-up and implementation process. If Bank or the paying bank is unable to process any Check Image because of poor image quality or any appropriate reason, an adjustment for the amount of the Check Image will be processed accordingly and notice of the rejection of the Check Image will be available through one of the reporting services available through *Fifth Third Direct* and/or a paper adjustment notice. Customer authorizes Bank to correct, repair and delete Check Images to conform to the requirements of these Service Terms. Separate processing limits or Cutoff Times may apply to Customer’s use of the mobile App in connection with the Service.

Collection. Bank will send Customer’s Check Images to a clearing house, processor, or correspondent bank for clearing. Customer authorizes Bank to, at its option, create a substitute check from the Check Image, process the Check through Bank’s clearing channels physically or electronically, or through an image exchange network including Bank’s own network.

Exceptions. Bank is not responsible for detecting or reporting any error in a Check Image or other data transmitted as part of the Service, but it shall make reasonable efforts to notify Customer if any such error is detected. Checks not payable to Customer (except financial institution Checks) and Check Images that Bank determines do not conform to the requirements of these Service Terms may not be processed, provided, that Bank shall have no liability and be held harmless when processing such Check Images.

Reports. Customer may select from among a variety of standard reporting options provided through EDM.

Research. Bank will allow Customer to research Check Images and deposit detail for 90 days as part of the EDM Service. Longer retention of deposited checks is also available through Bank’s Integrated Search service.

Unavailability of Access. If Customer is unable to transmit Check Images to Bank for any reason (other than during Bank’s regular or communicated maintenance window), Customer must notify Bank promptly and Bank will work to restore access or provide an alternative method of communication as promptly as possible. In the meantime, if Customer wishes to deposit Checks, Customer must physically present them to Bank through other means.

EDM Payments Feature. Bank offers EDM Payments (“*EDM Payments*”) as an optional feature of this Service. EDM Payments enables Customer to send to Bank remittance data images along with Check Images into Customer’s established Lockbox at Bank. The EDM Payments service portion of this Service is subject to Bank’s Lockbox Service Terms and/or the Bank’s Expert AR Service Terms. The EDM Payments feature may be subject to separate or different Cutoff Times and funds availability.

Remittance Images. If Customer elects the EDM Payments feature, Customer will have access to a module that enables Customer to use the Scanning Components or mobile application to scan and create electronic images of the remittance (“*Remittance Image*”) associated with the Check Images Customer submits. Customer is responsible for the quality and accuracy of these Remittance Images.

Conversion of Data. Bank will process Customer’s Remittance Images per Customer’s provided instructions and optionally include the data in an agreed upon electronic format. Bank then transmits a consolidated file to Customer through an agreed upon Access Channel. During the Lockbox implementation process Bank and Customer will develop and test a data file to facilitate payment posting in Customer’s accounting system from the Remittance Image. Processing and transmission will occur on the schedule selected by Customer in the Lockbox implementation process. Customer may also elect to download Remittance Images through the Lockbox Service.

Error Resolution. If an error is discovered related to EDM Payments uploaded to the lockbox process, the standard Lockbox error resolution process will be followed.

Data Retrieval and Access. Bank will store and archive Remittance Images that Customer can retrieve, research, review, and print, through the Integrated Search module available with the Lockbox Service.

Your Responsibilities

Equipment. With respect to the Scanning Components required in connection with the EDM Service, Customer may choose to use Scanning Components provided by Bank or through one of its vendors (the “*Bank Option*”) or Customer may use Scanning Components not provided by Bank (the “*Customer Option*”), subject to Bank’s approval with respect to compatibility with Bank’s software. If using the mobile App in connection with the EDM Service, Customer must download the App as specified by Bank. Under either option, Customer is responsible for possessing and maintaining communication devices and equipment and Internet access necessary for the EDM Service. Customer agrees to maintain a complete and accurate list of all locations at which Customer has established Scanning Components for use in connection with the Service and make that list available to Bank upon request.

Bank Option. If Customer selects the Bank Option, Customer may rent or purchase the Scanning Components from Bank or purchase from Bank’s vendor. Delivery of Scanning Equipment is only permitted to destinations in the United States unless otherwise pre-approved by Bank.

Renting. If Customer chooses to rent the Scanning Components, title to the Scanning Components remains with Bank and Customer agrees to return the Scanning Components to the destination Bank specifies upon termination of the Service for any reason. Bank will provide an Advanced Unit Replacement warranty (AUR) as part of the rent payment if rent payments continue to be made. Customer is responsible for general maintenance of the Scanning Components. The rent payments will be agreed upon prior to the set-up process and will continue to be billed to the Customer’s account analysis until Customer terminates the Service.

Purchase. If Customer chooses the Bank Option, the Bank will deliver the agreed upon Scanning Components to Customer for the purchase price unless Bank otherwise agrees in writing. Customer will be billed, and agrees to pay for the Scanning Components in Customer’s account analysis in the month in which the Scanning Components are shipped. The Bank will not defer this payment while Customer is in the process of implementing the Service. Customer must purchase a two-year Advanced Unit Replacement manufacturer’s warranty with Scanning Components from Bank. If Customer purchases refurbished scanning components from Bank’s website, 53scanners.com, Customer agrees to pay for these components directly to the website. Refurbished scanners will not be billed through Customer’s account analysis.

Warranties and Other Terms. The purchase or lease of the Scanning Components is also subject to the manufacturer’s or distributor’s documents accompanying the Scanning Components including warranties. Except for manufacturer’s warranties that accompany the Scanning Components and the two-year warranty described

above, Bank makes no warranties of any kind regarding the Scanning Components including the warranties of merchantability and fitness for a particular purpose.

Compatibility. If Customer chooses the Customer Option, Customer is responsible for insuring the compatibility of Customer's Scanning Components with Bank's systems. If necessary, Customer agrees to make all modifications to Customer's Scanning Components at Customer's expense if Bank's requests this to provide the Service. Bank is not responsible for any modifications Customer may be required to make to use this Service. Customer is also responsible for ensuring that all Scanning Components and the Access Channel used in connection with the Service are always functioning properly.

Security. Customer agrees to: (a) maintain the security of the Scanning Components and any Mobile Device using the mobile App to submit Check Images; (b) secure and limit access to the Scanning Components, any Mobile Device and the Service so that the Service is used only by authorized Persons for transactions authorized by Customer; and (c) insure the security of all scanned Checks and related data so that they are not available to unauthorized Persons or used for unauthorized or improper purposes.

Training. Customer is responsible for training its employees, agents and vendors in the proper and secure use of the Service and the Scanning Components or mobile App, and for supervising and auditing the use of the Service and Scanning Components or mobile App by its employees, agents, vendors or Customer's clients as applicable.

Errors. Customer is solely responsible for the accuracy of the Check Images, MICR data, control totals and other information transmitted to Bank with the Service, and for timely notifying Bank if Customer discovers an error in any Check Image Customer transmits. Bank's ability to adjust for errors is limited by Applicable Law. Customer must also notify Bank promptly, generally within thirty (30) days of receipt of Customer's statement, if Customer discovers an error in the reconciliation of the Designated Account, subject to the Account Rules. If Bank causes an error in or loses any Check Image, Bank's sole obligation is to recreate or correct the Check Image.

Your Representations and Warranties

In connection with each Check Image Customer transmits to Bank, Customer is deemed to make the same representations and warranties and give the same indemnities with respect to the checks, Check Images and substitute checks created by Bank as Bank is deemed to make and give with respect to checks under Applicable Law or in connection with any applicable Operating Rules. In addition to all warranties and covenants provided by Applicable Law with respect to presentment, transfer and collection of checks, Customer represents and warrants with respect to each Check Image submitted to Bank that:

- (i) The Check is properly payable to Customer, and Customer has the legal authority to accept and transfer and negotiate the Check to Bank.
- (ii) The Check is properly endorsed (including endorsements supplied through the Service) with a restrictive endorsement (e.g., For Deposit Only Via Remote Deposit at Fifth Third Bank) on the original Check prior to transmitting it to Bank for processing, or in the event the Check contains a pre-printed restrictive endorsement checkbox and date field, by writing X in the checkbox and filling in the date immediately after transmitting it to Bank for processing.
- (iii) The Check has not been altered.
- (iv) The Check Image accurately represents all of the information on the front and back of the Check, all such information is legible on the Check Image and the MICR-line information is accurate.
- (v) The control total accompanying each transmission is accurate and equals the sum of the individual Check Images in the applicable file; and
- (vi) No Person will receive presentment of the original Check, a substitute check based on the original Check not created by Bank, or a paper or electronic representation of the original check or a substitute check.

Original Checks (Retention and Destruction Requirements)

Customer acknowledges that Customer may be required or may desire under Applicable Law and Operating Rules related to returns, disputes, or adjustments to produce the original Check or good front/back image for up to one (1) year after sending the Check Image. For the purposes of these Service Terms Customer is required

to: (a) maintain and safeguard original Checks for not less than fourteen (14) days” following the transmission of the corresponding Check Image or as otherwise required by Applicable Law (the “Retention Period”); and (b) timely and securely destroy the original Checks promptly following the expiration of Customer’s chosen Retention Period. In addition, Customer agrees to provide to Bank the original Check, if available, and all financial information, records, related information, and documentation regarding the Checks that Bank may reasonably request. Customer is solely responsible if a Check, Check Image, or data on which a Check Image is based is presented or charged to any Person other than based on presentment of the Check Image by Bank. Customer agrees to indemnify Bank for any Losses incurred or suffered in connection with the presentation or charge to any Person of the original Check, or Customer’s failure to properly ensure and maintain the security of the original Check, or the presentation of duplicate Checks, or Customer’s failure to timely provide Bank an original Check upon Bank’s request.

Credit; Funds Availability

Credit for all deposits is provisional and subject to verification and collection. Imaged Checks received before the designated Cutoff Time in the User Guide on a Business Day will be processed that Business Day and Check Images received after the designated Cutoff Time on a Business Day or anytime on a non-Business Day will be processed on the next Business Day. Funds will be available for withdrawal as specified in the Funds Availability Policy unless a separate funds availability schedule has been provided in writing to Customer.

Rejected and Return Check Images and Checks

Bank may reject any Check Image or Check for any permissible reason. Bank will use reasonable efforts to notify Customer of Check Images rejected through the reporting service Customer uses with *Fifth Third Direct*, through this Service or through standard USPS mail. Customer agrees to pay for any returned or rejected Check Images (to the extent Bank previously gave Customer credit), and agrees that Bank may debit the Designated Account for, and otherwise adjust (including for any related interest or earnings credit) or chargeback for any and all previous deposits of: (a) any returned or other uncollectible Check Image; (b) any Check Image submitted that is not payable to Customer or not properly endorsed; (c) any Check or Check Image that is presented for deposit more than once; and (d) any non-conforming, ineligible or rejected Check Images. In accordance with Bank’s customary practices, Bank will return all such returned Check Images to the bank of first deposit.

If Customer is a financial institution and Customer is serving as bank of first deposit for a Check Image or Check, Bank is not responsible for any liability Customer may incur for any returns routed to Bank in error.

Suspension or Termination of Service

Bank may suspend the Service if Bank believes security has been compromised, Bank encounters significant Check Image quality issues, or other risks are present with respect to Customer’s use of the Service. If Bank decides to suspend the acceptance of Check Images, Bank will provide Customer notice as promptly as practical but will have no liability for suspending the Service or any failure to notify Customer of the suspension. Bank reserves the right to limit the dollar amount of deposits made with this Service including because of excessive returns, suspected unauthorized activity or unacceptable risk exposure.

Security Procedures

The use of user IDs and passwords, in addition to access requirements for *Fifth Third Direct*, are part of the Security Procedures for the Service. In the set-up process, Customer will be offered options for administration and user entitlements as defined in the Implementation Materials to use with this Service. Customer may select the procedure that suits its individual requirements. The transmission of Check Images or other data to Bank using the agreed upon Security Procedures will be deemed for all purposes to be authorized by Customer. In addition to the Security Procedures, Customer agrees to establish and maintain passwords on any Mobile Device that is used in connection with the mobile Services, and to establish and enforce a protocol to change those passwords regularly. In connection with the use of a Mobile Device for the mobile Service, Customer agrees to immediately notify Bank if any Mobile Device is lost or stolen or reasonably believes there is any unauthorized activity involving the Service. Customer agrees that the Bank may establish limits on the amount or number of deposits or payments made using the mobile Service.

XX. ELECTRONIC LOCKBOX

Service

The Electronic Lockbox Service allows Customer to collect consumer-initiated home banking payments through Bank's Processor for payment collections. Utilizing the MasterCard Remote Payment and Presentment Service (RPPS) network or direct relationships with payment companies or paying banks, Bank's Processor consolidates these payments and transmits to Bank for inclusion in Customer's daily lockbox transmission file.

Bank will act as Customer's sponsor in the MasterCard network, facilitating concentration and processing of MasterCard RPPS transactions and returns in accordance with MasterCard RPPS operating rules. Similarly, Bank's Processor will facilitate concentration and processing of transactions and returns directly with other third-party bill payment companies and Bank in accordance with their processing requirements.

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

XXI. ESCROW MANAGER

Service

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

Set Up. Before Bank can make the Service available to Customer, Customer must:

- Complete and sign a signature card for the Master Account;
- Have obtained proper and effective authorization from each of Customer's clients to hold Customer's client's funds through the Account, and provide Bank with reasonable evidence of that authority upon request;

- Provide Bank with a signed and completed Form W-9 (or applicable Form W-8) for each of Customer's clients for whom a Sub-Account will be created;
- Authorize and complete the set-up process for the Access Channel; and
- Establish the access rules for authorized Users of the Escrow Manager online access feature of the Service.

Customer's Bank representative will assist Customer in the set-up process for this Service.

Other Services. If Customer wishes to use any of Bank's other Services in connection with the Service, including Bank's Wire Transfer and ACH Service, Customer must separately obtain those Services from Bank and complete the related implementation process. Customer's use of that Service will be subject to the Service Terms for that Service. The Accounts and Customer's transactions in the Accounts are also subject to the Account Rules as in effect from time to time.

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

Deposits

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

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

Sub-Account Allocations. Customer is solely responsible for allocating deposited funds to the proper Sub-Account via Escrow Manager Online. Customer may allocate a deposit to one or multiple Sub-Accounts.

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

Electronic Transfers. If Customer wishes to initiate any ACH debits to Customer's clients' accounts for credit to a Sub-Account, Customer must first complete the Application Forms and set-up process for Bank's ACH Service.

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

Escrow Manager Online

Features. The Service includes Bank's Escrow Manager Online access feature which enables Customer to manage the Accounts via the internet through Bank's internet portal, *Fifth Third Direct*. Customer must have completed the Application Forms and set-up process for *Fifth Third Direct* in order to have access to this feature of the Service. The features and functionality of Escrow Manager online access are described in

greater detail in the User Guide Bank provides Customer with this Service and include the ability to view Account summaries, establish, change and close Sub-Accounts, generate and print reports, receive alerts, view and manage transactions and allocate funds among Accounts. Bank may update the User Guide from time to time to add or modify the features and functionality of this feature of the Service.

Service Administrator. The Service is administered for Customer by Customer's Channel Administrator.

Security Procedures. The use of Escrow Manager online access through *Fifth Third Direct* is subject to Security Procedures. The use of a Channel Administrator with authority to designate Users, the requirement of User and Administrator IDs and passwords for access to the Service through *Fifth Third Direct*, and other security features of *Fifth Third Direct*, constitute the Security Procedures Bank offers for the Service. Customer acknowledges that Customer must notify Bank in writing of Customer's wish to utilize some other procedure in light of Customer's expected use of, or particular needs for, this Service. Customer authorizes Bank to act and rely upon any communications, Instructions and directions to Bank through *Fifth Third Direct* and the Escrow Manager Online access feature using the Security Procedures.

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

Bank's Relationship

Customer acknowledges that:

- Bank is only acting as a depository bank; Bank will not be providing escrow services or otherwise acting as an escrow agent or other agent for Customer (except as expressly set forth in these Service Terms), Customer's customers or any other Person; and, Bank has no legal or contractual relationship with any of Customer's customers as a result of this Service;
- Any and all responsibility for providing escrow agent services to Customer's clients remains with Customer;
- Different states may have different laws regarding the obligations of an escrow agent or Persons holding the funds of others; Customer is solely responsible for ensuring compliance with those laws and Bank assumes no responsibility for Customer's compliance with those laws; and
- Bank is not performing trust functions or otherwise acting as a trustee.

Interest

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

1099-INT Preparation

As the holder of funds for Customer's clients on which interest is being paid, Customer must provide each of Customer's clients each year with a Form 1099-INT (for U.S. clients), Form 1042-S (for foreign individuals) or successor form, as applicable ("*Form 1099*"), pursuant and subject to IRS regulations. As part of the Service, Bank will, on Customer's behalf, prepare a Form 1099 for each Sub-Account as required by law and mail it directly to the Sub-Account holder (unless an exemption applies) at the latest addresses Customer provides Bank for Customer's client. Customer is solely responsible for furnishing to Bank, as requested and in mutually acceptable format, all client information Bank requires for this purpose, including the Form W-9/ W-8 for each Sub-Account.

Customer is solely responsible for any untimely, incorrect or out of date client data Customer provides to Bank. While Bank is providing the Service to Customer, Customer authorizes Bank on Customer's behalf, and directs

Bank, to file with the IRS Form 1096 or Form 1042, or both, as the case may be.

Withdrawals

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

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

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

Authorization and Know-Your-Customer Responsibility

Customer represents and warrants to Bank that Customer has been duly authorized to hold the funds of Customer's clients which Customer deposits with Bank and that each withdrawal from a Sub-Account initiated by Customer is authorized by Customer's clients. Customer acknowledges that Customer and not Customer's clients is Bank's customer and that Customer bears all responsibility for all applicable "know your customer" and similar laws including anti-money laundering laws.

Termination

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

XXII. EXPERT AP

The Expert AP Service allows for the digitization of invoices and the decision and facilitation of payments to Customer's third-party service providers and suppliers (collectively, "Suppliers") using multiple payment methods through a single payment site. As further described in and subject to these Service Terms, Customer will be permitted to direct Suppliers to submit invoices to the Expert AP Payments Hub (the "Hub") and submit requests to pay Suppliers (each, a "Payment Request") to the Hub. The Hub shall be deemed an Access Channel for purposes of the Master Treasury Management Agreement and the Online Channel Access Agreement and Customer must agree to AvidXchange terms for use of the Hub (found at <https://www.avidXchange.com/eula/>) which are incorporated into and made part of these Service Terms. Customer authorizes Bank and its Processors to act on its behalf as reasonably necessary to provide the Expert AP Service, including without limitation, the facilitation of electronic receipt of invoices, electronic payments and remittances and communications with Suppliers by phone, mail or email.

Enrollment and Submitting Invoice Files

Customer must complete set-up and implementation of the Hub and training Users, including providing information required for OFAC screening, accounting system integration and to enable processing of invoices and payments via the Hub. After completing the required set-up process, which are incorporated into and made part of these Service Terms, Customer's Suppliers will be permitted to submit invoices to be paid by the Customer through the Expert AP Service. A unique Post Office Box and dedicated email address will be established for the Customer, and this information will be distributed to Suppliers as the new locations authorized by Customer to submit invoices for payments. Once invoices are received they will be indexed, digitized, and presented to Customer for coding and approval through the Expert AP Service. Customer expressly authorizes Bank and its Processors to provide invoice information and payment status to Suppliers.

Payment Service

A. Submitting Payment Request Files. Customer may submit Payment Request(s) in a file format approved by Bank (the "Payment Request File") to the Hub to direct payment to Suppliers. Payment Requests must be submitted to the Hub using the Security Procedures assigned to Customer. Customer must maintain a Designated Account for use with the Expert AP Service that will be used to fund payments made pursuant to each of Customer's Payment Requests. Each Payment Request shall be deemed to be Customer's Payment Order, regardless of whether the Payment is made by ACH, Virtual Card or check, and Customer's irrevocable authorization to debit the Designated Account to make the Payment to the Supplier or as otherwise set forth in the Payment Request.

B. Funding the Payment Request File. Customer agrees to only submit Payment Instructions when there are adequate collected funds in the Designated Account to make the payments to Suppliers for the amount of the Payment Requests. Once a Payment Request File is received, the Customer's Designated Account will be debited for the amount of such Payment Request File and Customer agrees to pay the amount of each Payment Request. The funds from the Designated Account will be placed in a separate deposit account held at Bank for subsequent disbursement to Suppliers ("Settlement Account"). The Settlement Account may be held in the name of Bank or a Processor to manage or issue payments on behalf of Customer. Automated Clearing House ("ACH") debit and credit entries are used to move funds between the Designated Account and the Settlement Account and the origination, transmission and receipt of such ACH entries are subject to the ACH Service Terms ("ACH Terms"). Customer acknowledges that Customer is subject to and bound by the ACH Terms and all ACH Transactions through Hub. Customer is the "Originator" as that term is used in the Operating Rules of all ACH Entries generated through the Hub.

C. Payment Decision. Payment Requests received by the Hub will be subject to a decision by the Hub regarding the optimal method or Payment Type (defined below) to be sent to Supplier or based on the Supplier's election and Customer maintaining an adequate amount of collected funds in the Designated Account. Processing requests for payments will begin that same Business Day when Payment Requests are properly formatted and received prior to the cut-off time.

D. Payment Types. Payments to Suppliers will be made using either Enhanced ACH, ACH, a Virtual Card or check (each, a "Payment Type") as determined by the Hub or following direction from Customer's Supplier. All payments will be business to business and must be appropriately coded or classified in compliance with Applicable Laws.

(i) ACH / Enhanced ACH

Payments made via Enhanced ACH or ACH will be subject to the ACH Terms, except as specifically set forth herein. Each Payment Request that results in an ACH Credit being sent to a Supplier shall be deemed Customer's ACH Entry; provided that Same Day ACH or a Same Day Entry is not available using Expert AP. Suppliers must agree to be responsible for any fees charged by Processors for payment made by Enhanced ACH.

(ii) Virtual Card

The use of Expert AP Service will result in payments being made to Suppliers via a card-less credit card, or Virtual Card. Bank will issue a Virtual Card on behalf of Customer to make those payments as elected by Suppliers or directed by the Hub. A physical card will not be issued to Customer, and Bank will retain possession of the Virtual Card information in order to make payments using the Virtual Card. Bank may cancel and replace the Virtual Card used for the Expert AP Services at any time. Notwithstanding the terms for any commercial card services between Customer and Bank, or otherwise issued by Bank, the terms for use of the Virtual Card, the payment obligations of Customer and any rebate amount paid to Customer shall be as set forth in this Expert AP Service Terms and the Virtual Card will not be subject to the terms and conditions of any other agreement.

(iii) Check Issuance

The use of the Expert AP Service will require checks to be issued to some Suppliers. Checks issued to Suppliers will be drawn on the Settlement Account held in the name of Bank or one of its Processors, which may be a third-party trust company that will be issued as the payor on the check. Each Payment Request that results in a check being sent via US Mail to a Supplier shall be deemed a Check Issuance Request. Customer agrees that it has no rights to withdraw funds from the Settlement Account holding funds for the payment of checks when presented by Suppliers. If the Supplier has not cashed the check within thirty (30) days, the Bank may cancel and stop payment

on the check, and refund the amount of the check to Customer's Designated Account. If Customer still wants to make a payment to that same Supplier, a new Payment Request from Customer is required, and a debit will be made to the Designated Account.

E. **Exceptions and Disputes.** In addition to the terms in the Master Agreement, Customer shall be required to review and reconcile the payments made using the Expert AP Service no later than the second Business Day after such information about each payment is made available to Customer for review. Customer shall be permitted to (i) void a Payment Instruction prior to the applicable Cutoff Time, and (ii) place a stop payment order on any check issued using the Expert AP Service, each subject to the procedures, Cutoff Times, and information requirements of Bank to place the stop payment order. Bank must receive the correct information with respect to any such Payment Instruction prior to the Cutoff Time, and to stop payment on any check, the correct information must be received with a reasonable time to act on the stop payment request, prior to the time the check is presented for payment in order to affect the stop payment. Customer agrees that it shall be solely responsible for the resolution of any payment or other dispute with any Suppliers.

F. **Payment for Payment Instructions; Fees and Rebate.** Customer agrees to pay Bank and to be liable for and immediately pay the amount of any Payment Instructions (including any debit returned received by Bank as a result of a Payment Instruction) and any Fees charged by Bank. The Expert AP Service is subject to the terms of the Expert AP fee schedule that is provided to Customer by Bank (the "Expert AP Pricing Schedule"). Customer's use of the Expert AP Service may also make the Customer eligible to receive a rebate for the volume of Virtual Cards and Enhanced ACH transactions which is set forth and subject to the terms of the Expert AP Pricing Schedule. The amount of the Rebate will be paid by Bank on a monthly basis; provided, that Customer remains a customer in good standing at the time the Rebate is paid, and that the Bank will not be liable to pay and may withhold the Rebate Amount to Customer in the event that Customer owes any amount to Bank, for the Expert AP Service or other service with or obligation owed to Bank.

Records of Payments and Invoices

The Hub shall maintain images of Customer's invoices and payments to Suppliers for seven (7) years following the submission of the invoice or payment, and such information shall be available to Customer while Customer subscribes to the Expert AP Service.

Security Procedures

The Security Procedures to access the Hub and for use of the Expert AP Service shall be selected and agreed upon by Customer during the enrollment process and shall be deemed Security Procedures as set forth in the Master Agreement and OCAA, and Customer shall have the same obligations to maintain the Security Procedures secure and confidential as set forth in the OCAA. Customer agrees that the Security Procedures offered and recommended for use of the Expert AP Service are commercially reasonable for the type, amount and frequency of Customer's Payment Requests. The Security Procedures are used to verify the authority of the Payment Instructions and not the accuracy or content of any Payment Instruction. Customer shall be responsible for the accuracy and content of any Payment Request File received by Bank using the Security Procedures assigned to Customer and agrees to pay the amount of any Payments processed using the information in the Payment Request File.

Limitation on Liability; Indemnification

The Bank's liability to provide the Expert AP Service shall be limited to with respect to any delay, failure or improper payment made to the amount of the interest losses directly attributable for such delay, failure or improper payment. Customer agrees that it shall have no claim or cause of action for the Expert AP Service against any of Bank's Processors, including, but not limited to AvidXchange or Mastercard.

In addition to the terms of indemnification in the Master Agreement, Customer agrees to indemnify and hold the Bank and its Processors harmless from any and all Losses incurred directly or indirectly by Bank from any claims, demands or causes of action by any of Customer's Suppliers or other third party directing or receiving any payments, including, but not limited, to claims, demands or causes of action that it was improper or unlawful for Bank to place a stop payment on any check issued under the Expert AP Service or a wrongful dishonor for refusal to cash such check at the direction of Customer or pursuant to these Service Terms, or a Supplier's refusal to

accept payment through the Expert AP Service.

Termination and Suspension

In addition to Bank's rights to terminate any Service under the terms of the Master Agreement, Bank or its Processors may suspend or terminate the Expert AP Service as follows: (i) immediately and without prior notice in the event that you have an overdraft in the Designated Account or fail to pay Bank the amount of any Payment Request, or (ii) upon written notice in the event that the Expert AP service is no longer supported by any Processor or provided by a Processor to Bank. Bank may also limit or restrict the volume or dollar amount of transactions processed by the Expert AP Service at any time.

Representations and Warranties

In addition to the representations and warranties in the Master Agreement, Customer represents and warrants to Bank that: 1. The Payment Request Files represent Customer's authorization to execute the Payment Instruction by debiting the Designated Account and pay the Supplier designated in the Payment Instruction; and 2. Customer hereby remakes the representations and warranties for the particular payment type under the terms and conditions for the ACH Service, the Check Issuance Service and the Virtual Card Service, as applicable, for the particular payment type selected by the Supplier or made by the Hub as applicable, including, but not limited to, that each Payment Instruction shall comply with Applicable Laws.

XXIII. EXPERT AR

Service

The Expert AR Service (the "*Expert AR Service*" or "*Service*") provides both a receivables-matching solution and an invoice issuance solution. The Receivables Matching solution digitizes Customer's open invoices ("*Invoices*") and matches payments received from Customer's third-party clients (collectively, "*Payers*") to those Invoices when received in Customer's account at the Bank, or in Customer's account(s) at another participating financial institution ("*Multibank Account*"), as further described and subject to the Service Terms below. Customer may submit information detailing Customer's open Invoices to the Expert AR portal (the "*Matching Platform*") through Fifth Third Direct for subsequent matching against payments received in order to provide a holistic view of Customer's incoming receivables. The Matching Platform shall be deemed an Access Channel as defined in the Master Agreement and the OCAA. The Matching Platform may be maintained by Bank or one of its Processors. The Statement Production solution allows the Customer to submit Invoice information to Bank and request that the Bank or one of its Processors print and mail Invoices to Payers or deliver the Invoices to Payers via e-mail (each, a "*Production Request*").

Receivables Matching

Open Invoice Files. After completing the required set-up process and Implementation Forms, Customer will be permitted to submit files with information about open Invoices ("*Open Invoice Files*") to the Matching Portal to be matched against incoming payments from Payers. The Open Invoice Files must be submitted to the Matching Platform in the format and with the data fields as required by Bank for the use of the Expert AR Service and using the Security Procedures assigned by Bank to Customer. Once an Open Invoice File is received, it will be indexed, digitized, and stored for subsequent matching to payments received in Customer's accounts. Subsequent Open Invoice Files must contain all unpaid Invoices for which Customer expects payment to be made to the Account.

Subsequent Open Invoice Files may replace the data for matching any payments. Customer shall be responsible for the content of any Open Invoice File received by Bank using the Security Procedures assigned to Customer to be included for matching against payments received. Customer agrees to send Bank at an agreed upon interval Open Invoice File. Customer must include information from any Invoices issued to Payers, including those that are delivered using Statement Production Service below.

The Invoice sent to the Payers, whether or not Customer uses the Statement Production Service below, may direct the Payers to send payment to the Designated Account via wire transfer, ACH transfer, via check to a

lockbox established for Customer using Bank's Lockbox Services or using a Mobile Device to submit payment using the Electronic Deposit Manager Service, which must be specifically configured for use with the Expert AR Service.

Open Payment Files. Customer may also import to the Matching Portal files with information about payments received from Payers (the "*Payment File*") and deposited into a Multibank Account to be matched to the information from the Open Invoice Files. The Customer may send the Payment File via SFTP directly to the Matching Platform, or alternatively, the Customer can manually upload the Payment File. Customer assumes all liability and responsibility for importing the Open Invoices Files.

Matching Invoices. Upon receipt of Payers payments to Customer in an account at the Bank, or upon receipt of the imported Payment File, the Matching Platform shall use the information in the Open Invoice File to match the Invoices to the payments received. Payments received in the Designated Account at the Bank (whether received in the Lockbox, wire, or ACH to which Customer subscribes) will be matched using the remittance information included with such payment to reconcile the Open Invoice File.

Review and Reconciliation. Those payments received that are not matched to an Invoice will be sent to Customer through the Matching Platform which will allow Customer to either search for and apply a matching Invoice to the payment or accept the payment without matching it to any Invoice. The Expert AR Service does not allow Bank or Customer to reject any payment or type of payment received as might otherwise be permitted by this Agreement. Customer will be sent an integrated file containing information about payments received that matched the Invoice File (the "*Post File*").

In addition to the terms in the Master Agreement and the Commercial Account Rules, Customer shall review and reconcile the Post File received using the Expert AR Services no later than the second Business Day after Post File is made available to Customer for review.

Statement Production Service

A separate module of the Expert AR Service will permit Customer to issue Invoices and other communications ("Statements") to the Customer's Payers using the Statement Production Service. Customer will submit a Delivery Request with the information required by Bank to produce Invoices or Statements using an Access Channel as directed by Bank and as set forth in the Implementation Documentation (the "*Bill Files*"). Bill Files received prior to the established Cut-Off time will be sent by Bank to the Payer at timeframes agreed upon by Bank and Customer in the Implementation Documentation. The formatting and terms on any Invoice or Statement must be established over the appropriate Access Channel within the parameters of the Service and as agreed upon between Customer and Bank. All Invoices and Statements will be dated as of the date sent by Bank or its Processor to the Payer.

Designated Account. Customer must maintain a Designated Account for use with the Expert AR Service for billing purposes. The Designated Account may also be used to receive the payments from Customer's Payers that are deposited at the Bank.

Records of Payments and Invoices

In using the Statement Production Service, the Bank, through its Processor, shall maintain images of Customer's statements sent to Payers using the Services for a period of 90 days (or additional time if Customer chooses to purchase such image retention service) following the receipt of such payment to the Designated Account or submission of the instruction to produce the Statement, and such information shall be available to Customer while Customer subscribes to the Statement Production Service.

And in using the Receivables Matching Service, the Bank, through its Processor, shall maintain images of Customer's payments received from Payers using the Service for a period of 7 years following the receipt of such payment to the Designated Account.

Limitation on Liability; Indemnification

In addition to Bank's limits on liability set forth in the Master Agreement, the Bank's liability when providing the Expert AR Services shall be limited as follows: (i) with respect to matching of any Payment to an Invoice File shall be to correct the Invoice matching, and (ii) with respect to the printing and/or delivery of any Invoice shall be to correctly print and reissue or redeliver such Invoice, as applicable to the Delivery Request.

Termination and Suspension

In addition to Bank's rights to terminate any Service under the terms of the Master Agreement, Bank may suspend or terminate the Expert AR Services immediately upon notice in the event that the Expert AR service or the Invoice Issuance Service is no longer supported by any Processor or provided by a Processor to Bank

XXIV. INFORMATION REPORTING

Service

Bank provides a wide variety of options for Customer to obtain balance, transaction and related information about Customer's Accounts, including intra-day and prior day information, and information generated from other Services Customer uses. Information Reporting is available through *Fifth Third Direct* and Bank's BAI Service, and other communication channels agreed upon in the set-up process.

With Bank's multi-bank reporting option, Customer may elect to have accounts maintained at other financial institutions reported to Bank or authorize Bank to report Customer's account and transaction data to other financial institutions. If Customer chooses to have Bank report data from other financial institutions, Customer is responsible for authorizing the other financial institution to transmit data to Bank based on their requirements. Customer may also direct Bank to report information to another financial institution or destination; Customer is solely responsible for the delivery information Customer provides to Bank. Electronic information is subject to update, correction and verification.

XXV. INTEGRATED PAYABLES

Service

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

In the setup process, Bank will establish the file format and Security Procedure for the authentication of the file. Files are transmitted by direct transmission or can be delivered through *Fifth Third Direct* via data exchange capabilities. The file must contain full details for all payments to be made including date of disbursement, payee and requested method of payment. Bank acknowledges receipt of Customer's file by the method agreed upon in the set-up process. Bank then executes Customer's payment Instructions on the date set forth for each payment in the payment file, subject to the file meeting Bank's Cutoff Times.

Payments made by ACH are subject to the Service Terms for Bank's ACH Service. Payments made by wire transfer are subject to the Service Terms for Bank's Wire Transfer Service. Payments made by check are subject to the Service Terms for Bank's Check Issuance Service.

XXVI. INTEGRATED RECEIVABLES

Service

Bank's Integrated Receivables Service provides Customer with payment information from multiple payment

Services in a single, integrated file (“*Receivables Data*”) enabling Customer to automatically update Customer’s accounts receivable system, including ACH and incoming wire payments, lockbox, electronic payments and Bank’s Biller Direct Service. Customer’s receipt of funds related to Receivables Data is governed by the Service Terms of the Service Customer uses for that purpose and the Account Rules.

Receivables Data

When Bank receives funds and remittance-related information through one of Bank’s collection Services, Bank extracts invoice and other standard data to create Receivables Data. Bank may perform certain edits to the basic payment information and will translate the information into a standard file format. Receivables Data files will be sent to Customer in the manner and at the times identified in the User Guide. While Bank strives to provide complete accuracy of the Receivables Data Bank produces, Bank cannot assure the complete accuracy of the data Bank produces. Bank’s sole obligation for any incomplete or inaccurate data is to correct the relevant data and resend it to Customer in a correction file. Bank is not responsible for the content of the remittance data provided to Bank.

XXVII. LOCKBOX

Service

With Lockbox Services, Bank will process checks and other negotiable instruments, credit card payments (“*Card Payments*”), and cash (collectively, “*Payments*”) payable to Customer, along with remittance documentation (“*Remittances*”) and Correspondence (“*Correspondence*”) directed to the USPS address associated with the Lockbox or sent directly to Bank’s processing facility. Bank will also post Items and cash for deposit to the Designated Account, transmit Card Payments for authorization to Bank’s designated Card processor, process, and image the Items and Remittances according to Customer’s instructions and provide Customer with remittance data electronically through the Access Channel the Customer selects in the Implementation Materials.

Establishing the Lockbox

At Customer’s request, Bank will provide the USPS P.O. Box Number of post office box(es) (“*Lockboxes*”) at one or more USPS mail facilities as mutually agreed are required to best handle the anticipated volume and remitter’s geographical locations of Payments and Remittances. Customer authorizes Bank to act as its agent to have exclusive and unrestricted access to the Lockbox(es) for the purpose of collecting and processing all Payments, Remittances and other materials contained in the Lockbox(es) (“*Mail*”).

In the setup process, Customer will specify the Designated Deposit and Account for this Service. The Service will be available on a mutually agreed upon date. Unless otherwise agreed, the Lockbox Deposit Account will be considered the Lockbox Billing Account.

Notifications

For Payments and Mail that Customer wishes to be processed through the Service, Customer must notify its customers and other obligors (collectively, “*Obligors*”) to:

- Mail their Payments and Remittances to the Lockbox(es); and
- Not to use the Lockbox for any purpose other than sending Payments, Remittances or Correspondence.

If Remittances will be submitted by Obligors, Customer agrees that Bank may require their Obligors to use remittance forms that Bank specifically approves. If Customer changes the form of coupon or other remittance, Customer may be subject to additional processing charges until Bank tests and approves the new form.

Lockbox Items Processing

Mail. Bank, or its duly designated Agent will use commercially reasonable efforts to remove all Mail from the Lockbox(es) on each Processing Day in accordance with the United States Post Office ('USPS'), processing schedules, and Bank's regular mail collection schedule in effect and as adjusted by Bank from time to time. Bank will open Mail removed from the Lockbox and process according to Customer's Instructions. Bank may refuse to process any Mail that it deems inappropriate including packages, boxes, and C.O.D. mail. All Mail that Bank does not accept for processing will be returned to Customer at the address Customer specifies during the set-up process. Mail will be deemed to have been received by Bank on the Business Day it has been picked up by Bank or Bank's Agent from the designated mail facility and available for processing, or as applicable, delivered to Bank at the address Bank specifies. If the Mail is made available to Bank for processing on a Processing Day that is not a Business Day or after the Cutoff Time on a Business Day, then the Mail will be deemed to have been received and made available for processing on the next Business Day. Bank is not liable for any delays in mail collection caused by the (USPS) or any other mail or overnight carrier.

Items. Unless Customer has been provided with a separate funds availability schedule, Bank will make funds available in accordance with its standard Funds Availability Policy. Customer understands that Bank may process Items using high speed automated processing equipment and Bank does NOT inspect these Items manually. Customer accepts full responsibility for any Item not properly payable to Customer or another Acceptable Payee (as defined below) and for any or missing signatures or endorsements, restrictive endorsements, or other problems with the Item. Customer releases Bank from all liability for processing checks sent to the Lockbox but not payable to an Acceptable Payee, unless Customer has executed a Healthcare Business Associates Agreement (BAA) with Bank.

Acceptable Payee. Payments sent to the Lockbox must be payable to a payee whose name Customer has provided to Bank and reasonable variations thereof ("*Acceptable Payee*"). Customer may also instruct bank to define all Payees as Acceptable, or "Accept All Payees". Customer represents and warrants to Bank that Customer is duly authorized to receive and has the full and unrestricted right to receive all Payments payable to each Acceptable Payee, and to deposit or process the Payments into Customer's Designated Account.

Processing. Unless otherwise agreed in writing, Bank processes Items pursuant to Bank's standard practices. Items not payable to the name of an Acceptable Payee or which fail to designate a payee name may not be processed. If the written amount (Legal Amount) and the numeric amount on the Item differ, the supporting documentation, if any, may be examined to determine the correct amount. If the correct amount cannot reasonably be determined, the Item may be returned to Customer unprocessed or processed using the Legal amount.

Restrictions. Customer may request Bank, as part of this Lockbox Service, to inspect the Items or to isolate and not process Items bearing restrictive legends or endorsements on the fronts of such Items (e.g., "paid-in-full," "final payment" or words of similar meaning). Customer may also request Bank to not process an Item if it discovers that such Item contains any such legend or endorsement or is accompanied by written matter purporting to restrict the nature of payment. Bank will provide these Item inspection services on a best-efforts basis. Bank is not liable or responsible if it fails to investigate or discover any such restrictions on the Items. Items that Bank does not process will be forwarded to Customer unprocessed according to Customer's instructions.

Endorsements. Customer irrevocably makes, constitutes, and appoints Bank (and all Persons Bank designates for such purpose) as Customer's true and lawful attorney-in-fact to endorse Customer's name on all such Items with the endorsement "*Credit to the account of the within-named payee*" or similar Lockbox endorsement used by Bank.

Foreign Items. Any Item drawn on a bank located outside the United States and any Item payable in foreign funds will be accepted for processing and imaging only, and the amounts of such Items will be credited to the Designated Account when Bank receives final payment of the Item.

Deposits. Bank prepares Items for deposit to the Designated Account throughout each Processing Day. Each Processing Day, Bank will provide Customer with information through Customer's selected reporting service regarding each Item processed from the Lockboxes in a manner mutually agreed upon in the set-up process. Those Items included in the report are received for deposit and will be available in accordance with the Funds Availability Policy, unless a separate funds availability schedule has been provided in writing to Customer.

Commingled Payments. Customer hereby agrees that if any of its Payments are received through or in any Lockbox or Account, now or hereafter established in the name of Customer or any of its Affiliates, and that same Lockbox Account also receives Payments due to any other Affiliate or entity (each, a "*Commingled Lockbox*" or "*Commingled Account*," respectively), then Customer or such Affiliate is authorized to receive, endorse, negotiate, deposit, withdraw, transfer and apply such Customer's Payments and take any and all other actions with respect thereto, all as the Customer holding the Commingled Lockbox or Commingled Account deems appropriate. Customer understands that such Payments may be commingled with the funds of other entities. Therefore, each Customer hereby disclaims and releases all right, title and interest in its Payments, and hereby waives all legal claims such Customer may have against Bank based on conversion or any other legal theory, regulation or statute, due to such commingling. Customer represents and warrants to Bank that no Payments of a type that, by virtue of a statutory, regulatory, contractual, or other restriction, cannot be commingled with other funds or payments will be submitted to or received in any Commingled Lockbox or Commingled Account.

Lockbox Card Payments

If Customer elects to accept Card Payments through the Service, Customer will be required to select FIS/Worldpay as its card processor and enter into merchant processing or similar agreement. The settlement of Customer's card transactions and other matters covered by the Merchant Card Agreement are not part of this Service provided by Bank and are not Bank's responsibility. All aspects of Customer's card processing activity are subject to and administered and governed by Customer's Merchant Card Agreement.

Customer authorizes Bank to key in the Card Payment information included in the Remittance and transmit that information to FIS/Worldpay. Sensitive data such as card numbers and CVV codes will be redacted or encrypted in data and images stored by the Bank.

Throughout the processing period, Bank will capture, and data enter the Card Payments and send them to Customer's card processor for authorization. Card Payment funds availability is dependent upon the agreement between Worldpay/FIS and the Customer.

Lockbox Cash Payments

Processing. Cash Payments received in Mail are subject to Bank's internal procedures for handling cash payments. Cash received in Customer's lockbox will be processed and deposited to Customer's designated deposit account on the business day it is received in Mail.

Counts. If there is any variance between Bank's count of cash in an individual envelope included in Customer's Mail and the dollar amount of such cash as stated on any related Remittance included in the Mail, Bank will identify such variance and follow mutually agreed upon procedures for reporting such variance to Customer. Customer agrees that Bank's count of the cash contents in Mail is final and conclusive. Bank is not liable for any shortage or variance for any reason, whether discovered upon initial processing or thereafter. In no event is Customer entitled to any amount more than the correct balance of the deposit, regardless of the basis of the original error.

Chargebacks; Returned Items

All Items received in the Lockbox, processed, and deposited in the Designated Account by Bank and then returned to Bank unpaid or returned for any reason will be sent to Customer along with a debit advice or otherwise reported to Customer by another Reporting Service selected by Customer during the set-up process. Customer understands that Bank is not authorized to collect any payment other than through customary lockbox processing. Bank offers a variety of Services for addressing returned items.

Imaging and Truncation

All Items and Remittances Bank receives within this Service will be imaged with the understanding that these imaged Items will be truncated and not sent back to the Customer unless specifically requested or unless items meet the criteria in the Processing Instructions for being returned. These truncated Items and all Remittance originals will then be destroyed fourteen (14) Calendar Days after image capture occurs and Customer acknowledges and understands that Bank will no longer be able to retrieve the originals after destruction. Customer may, for an additional fee, choose to have original Items and Remittances returned to Customer through a mutually agreed upon method.

Images are available through one or more reporting options or upon request to Bank's Customer Service department.

Correction of Errors

If Bank makes an error in processing Mail, Bank's sole responsibility for the error shall be to process a correction after the error is resolved.

Centralized Exception Services for Lockbox

Description. Centralized Exceptions and WebExceptions are available as optional features of the Lockbox Service. This feature enables Users designated by the Channel Administrator to manage certain exceptions that arise in the processing of Lockbox activity. With either feature, the exception payment and any accompanying remittance data and documents are removed from the daily deposit and reporting delivery until the Bank receives the Customer's processing instructions. Default instructions are enacted if Customer has not provided instructions within the resolution timelines.

In Centralized Exceptions, these exceptions are categorized as "*financial*" or "*non-financial*" (or similar descriptive terms) for purposes of User access:

- Financial - defined as a financial transaction that is not deposited or posted to the Designated Account until resolved (out of balance transaction, missing account, business rules established by Customer); and,
- Non-Financial – informational, non-financial exceptions that are not required to post a transaction (change of address, EFT enrollment, correspondence only).

Users designated by the Channel Administrator will be provided data and images related to the specific exception type and will be presented with options for resolving the exception. Business rules, resolution timelines and defaults are established in the implementation process and are binding on Customer for the processing of exceptions. Bank will respond to the exception as directed by the User. Exceptions are available for resolution in Centralized Exceptions for up to three (3) Processing Days at the conclusion of which the default action assigned to the exception will be executed. Exceptions presented in Centralized Exceptions or WebExceptions are assigned a processing window in accordance with Customer's data file transmission schedule.

Customer Correspondence. If Customer elects that Bank send direct correspondence to Customer's client, Bank's sole role and responsibility is to use reasonable efforts to promptly print correspondence with the content Customer specifies and mail it, along with the applicable payment in question, first class mail to the applicable remitter who created the exception. Bank will not be mentioned in the correspondence and Customer's client is not permitted to contact Bank. Customer is responsible for the accuracy and completeness of the information Customer provides to Bank and for resolving the exception with Customer's client; Bank has no responsibility for the outcome of the exception with Customer's client. For avoidance of doubt, in no event will any content involve the collection of any debt Customer's client may have to its Customer.

Transition Services

If Customer terminates the Services for any reason or Bank terminates the Service for any reason, if Bank is then making its Lockbox Services generally available to customers, Bank will maintain the Lockbox and forward Mail and Payments according to Customer's transition instructions for a period not to exceed ninety (90) days for Customer to transition the lockbox requirements to another provider. Customer will incur additional charges at Bank's then prevailing rates for this mail forwarding service. Bank reserves the right to close the Lockbox and cause all Mail to be returned to sender at the conclusion of the transition period.

XXVIII. MARKET TRADE

Service

The Market Trade Platform service on Fifth Third Direct permits Customer to 1) access electronic systems to enter into foreign exchange transactions; and 2) access electronic systems to receive trade acknowledgements and to confirm foreign exchange transactions entered into between the parties. Each of these Services constitutes a Channel Service.

Entering into Spot Trades

After completing the Implementation Materials and having them accepted and implemented by Bank, Customer will be permitted to use the Services. The Implementation Materials will contain information and guidance to assist Customer in Customer's use of the Service and will include the Security Procedures available with this Service. Customer will be permitted to undertake activities for the purchase or sale of a foreign currency for delivery on a specific date, known as spot foreign exchange transactions ("Spot Trades"). Customer will be permitted to enter into and confirm Spot Trades on the Bank's Market Trade Platform as follows:

Executing a Spot Trade. To enter into Spot Trades electronically through the Market Trade Platform on Fifth Third Direct and in order to receive an exchange rate quotation from Bank for a Spot Trade, Customer must provide detailed transaction-related information, as required by Bank on the Platform. Incomplete information may result in Bank being unable to provide a rate quotation. Once Customer receive and accepts a rate provided by the Platform, a binding contract exists between Customer and Bank for such Spot Trade. Notwithstanding the forgoing, Bank is not required to provide a rate and may refuse to enter into any Spot Trade. Each Spot Trade entered into will be binding upon and enforceable against the Customer.

Confirming a Spot Trade. To review and execute a confirmation for each Spot Trade entered into by Customer by agreeing to applicable terms & conditions and an electronic record of the economic terms via an electronic confirmation process in which an authorized User will provide an electronic acknowledgement on behalf of Customer. Such combination of the terms & conditions and the electronic record of the economic terms will be considered a "Confirmation" as defined in the ISDA Master Agreement. Customer is responsible for promptly reviewing and executing each Confirmation and must notify Bank of any discrepancies in the Confirmation prior to the applicable Currency Cut-off Time, as defined in the Confirmation. If Customer has not executed the applicable Confirmation and Bank has not received any notice of a discrepancy in the Confirmation prior to the Currency Cut-off Time, Bank may, in its sole discretion, delay the delivery of currency until such Confirmation is executed or deliver currency per the settlements instructions Customer has previously provided. Failure by Bank or Customer to send, or respond to, a Confirmation shall not invalidate the terms of such Spot Trade. The terms of the Confirmation shall prevail over any other record, including over any potential conflicting terms in the Master Agreement.

Payment. Unless Customer has otherwise made arrangements for the payment of any Spot Trade, Customer agrees that Bank may debit Customer's designated Account at Bank for the payment of Spot Trades. In the event that Customer's designated Account does not hold adequate funds to pay for the Spot Trade, Bank may debit another of Customer's Accounts with Bank to pay for the Spot Trade.

Security Procedures. Access to this Service is subject to Security Procedures provided by Bank to Customer to place Spot Trades. Customer acknowledges receipt of Bank's Security Procedures to access the Platform and agrees to select the communication method and Security Procedures that are appropriate for

Customer in light Customer's activity and desired means of communication of Spot Trades. The Security Procedures and Bank's compliance with the Security Procedures have the effects specified in the Master Agreement.

Direct Use

These Services and the Platform may only be used for Customer's direct benefit. Customer agrees not to use the Platform or conduct any Spot Trade on behalf of a third party (except any Affiliate as permitted by Bank), or directly or indirectly, resell, allow third party access to or contract out through use of "payable -through" or "concentration" accounts or otherwise any feature or aspect of the Services or Platform.

XXIX. MULTICURRENCY ACCOUNT

Service

Description. Bank offers the Multicurrency Account Service, currently to United States and Canadian companies. The Service is offered by Bank in connection with a Processor Bank selects.

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

Establishing the MC Account. The MC Account is a sub-account under an account Bank establishes in Bank's name at a third party foreign bank that will be deemed Bank's Processor. The MC Account is not an account at Bank; Customer's rights and Bank's obligations are set forth in these Service Terms. The Account Rules, including information regarding the availability of funds, do not apply to the MC Account.

The MC Account is not domiciled in the United States and Federal Deposit Insurance Corporation (FDIC) insurance does not apply to the MC Account. Customer has no interest in the MC Account Bank establishes for Customer and may not access the MC Account directly in any way. Bank agrees to accept permitted deposits in the MC Account and carry out transactions in the MC Account on Customer's behalf pursuant to Customer's instructions. Customer agrees not to create, or permit any third party to create, any security interest or similar interest or claim, in or on any part of the balance of an MC Account, the debt represented by them or the account Bank establishes with the Processor. **THE MULTICURRENCY ACCOUNT IS NOT FDIC INSURED.**

Account Credits. Customer may receive or make deposits into the MC Account through any means Bank permits. Checks may not be deposited except with Bank's prior written consent. Credits received in a MC Account in a currency other than the currency in which the MC Account is denominated will be converted to the denominated currency of such MC Account in accordance with the Processor's applicable exchange rates. The Processor will provide Customer with information regarding the availability of funds deposited to the MC Account.

Processor. Bank's use of Processor to provide any aspect of the Service shall not create any relationship, contractual or otherwise, between Customer and any Processor. Customer understands that providing the Services requires communications between Bank and Processor. Customer authorizes Bank to disclose to Processor such information, including confidential information, as is necessary to implement or provide the Services or as may be required by the rules and regulations applicable to Processor and the Applicable Law that applies to the Service. The operation and use of the MC Account is subject to the policies, rules and procedures of Bank's Processor and Bank's internal policies and procedures.

Direct Use Only. Customer is authorized to use the Service exclusively for Customer's direct benefit and not for the benefit of any other Person, including Customer's subsidiaries and affiliates. Customer agrees that all deposits and other credits to the MC Account will be exclusively for Customer's own account and that Customer will not engage in any transactional activity relating to the MC Account or any aspect of the Service on behalf, or for the benefit, of any other Person.

Use of the MC Account

Excluded Businesses. In addition to the representations and warranties Customer makes to Bank in the Master Agreement, Customer represents and warrants to Bank each time Customer uses the MC Account in any way that Customer:

- (a) is a business entity established under the laws of a State in the United States or a province of Canada or Canada;
- (b) has been operating as a going concern having conducted an active business for more than one year; and
- (c) is not directly or indirectly engaged in activities in any of the following business areas (“*Excluded Businesses*”):
 - i. Casinos and other gambling activities including online gambling,
 - ii. Money service businesses,
 - iii. Brokerage houses,
 - iv. Traders in precious metals,
 - v. Traders in virtual currencies,
 - vi. Importers of second hand vehicles, or vehicle parts,
 - vii. Charities/non-governmental organizations,
 - viii. Offshore incorporated companies,
 - ix. Adult entertainment, or
 - x. Firearms.

Bank may change Bank’s list of Excluded Businesses at any time and Bank will give Customer notice of the change. Customer will immediately advise Bank and cease using the Service if at any time any aspect of the foregoing representations and warranties is untrue or incorrect. If this occurs, Customer is no longer authorized to use the Service. In addition, Bank may terminate the Service without notice if Bank reasonably believes that any aspect of the foregoing representations and warranties is untrue or incorrect. Without limiting Customer’s obligations to Bank, Customer agrees to (a) promptly notify Bank if Customer is or becomes engaged in whole or in part in any Excluded Business, and (b) upon request, provide Bank with such information as Bank may require, including certifications from an executive officer of Customer’s business, relating to Customer’s business activities and compliance with this paragraph. Customer acknowledges that Bank may share such information and certifications with Bank’s Processor as described above.

Anti-Money Laundering Matters. Customer acknowledges that Bank has in place and will apply to Customer and the MC Account various programs and measures as part of Bank’s compliance with Applicable Laws relating to Bank’s and Processor’s know-your-customer and anti-money laundering obligations. As part of these obligations, Bank and Processor may require that Customer provide to Bank when Customer requests this Service, at MC Account opening and at any time thereafter when Bank and/or Bank’s Processor deem advisable, any information and relevant documentation Bank and Processor request about Customer’s business, including information reasonably designated to identify and verify the beneficial owners of the business and Customer’s affiliates as well as Customer’s business activities and Customer’s affiliates’ activities. Customer agrees Bank may share this information with Bank’s Processor as described above.

Foreign Currency Risks. Customer acknowledges and agrees that: (a) there are risks associated with engaging in transactions in a currency which is not Customer’s usual or base currency, including those associated with exchange rate fluctuations and with the country or zone of the foreign currency, and (b) fluctuations in exchange rates may adversely impact Customer upon conversion to Customer’s base currency including a reduction in the converted value of Customer’s payments or account balance. Customer represents and warrants to Bank that Customer is able to assess and manage such risks and will use Customer’s own independent judgment in respect of currency conversions and/or remittances. Customer acknowledges that Bank is not providing any advice, opinions

or data in connection with these matters.

Compliance with Laws; Bona Fide Transactions. Without limiting the application of, or Customer's obligations to Bank under the Master Agreement, Customer agrees to: (a) comply with all Applicable Laws including laws, rules and regulations of foreign countries and of clearing associations and similar bodies through which transactions related to the Service are conducted in connection with Customer's use of Bank's Service, and (b) use Bank's Service solely to receive and make payments in connection with the bona fide operation of Customer's business in the ordinary course and not for trading, speculation or similar investment activities or purposes. For avoidance of doubt, to the extent Bank is subject to the laws and rules of any country, exchange or clearing system in connection with any transaction in the MC Account or disputes related to the MC Account, through Bank's Processor or otherwise, Customer and the MC Account are likewise subject to such laws and rules in connection with such transaction or dispute.

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

Interest and Transactions. Interest credited to Customer's MC Account may be assessed for income tax purposes and may be subject to withholding. Foreign currency transactions may give rise to taxable gains or deductible losses. Customer agrees to provide Bank from time to time such tax documentation as Bank is required to obtain by the tax authority of each jurisdiction where such documentation is required, and Customer agrees to provide complete and accurate information in and related to such documentation including as required by any changes in Customer's status or Applicable Law. Bank is not providing Customer any advice, opinion or instructions on tax matters and Customer should seek appropriate tax advice.

XXX. PAYMODE X CHANNEL

Service

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

Implementing Paymode-X. Bank will work with Customer and BL to enroll Customer in Paymode-X, and develop the format and transmission protocol for files Customer desires to be executed through Paymode-X. In addition, Bank will assist Customer in providing data to BL for vendor identification and enrollment.

ACH Origination. The use of Paymode-X and Bank's Service will result in the creation and execution of ACH Entries for the debiting of a PM Settlement Account (defined below) and the crediting of the account of Customer's Vendor. The origination, transmission and receipt of ACH Entries are subject to the ACH Service Terms ("ACH Terms") as supplemented by these Service Terms. Customer acknowledges that Customer and Bank are subject to and bound by the ACH Terms and all ACH transactions through Paymode-X. Customer is the "Originator" as that term is used in the Operating Rules, of all ACH Entries generated through Paymode-X. Bank will process such Entries as Customer's Originating Depository Financial Institution (ODFI).

Paymode-X Process

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

Instructions. In the set-up process for Bank’s Service, Bank will establish with Customer the Access Channel Secure File Transfer Protocol (SFTP) for the submission to Bank, and the required form, format and content, of Instructions that will serve as a *“Payment Authorization”* (as contemplated by the Paymode-X Operating Rules) for Customer’s ACH payment transactions through Paymode-X. Customer’s Instructions to Bank are subject to the ACH Terms. Customer authorizes Bank, and Bank agrees, to accept Customer’s Instructions through the selected Access Channel and submit those Instructions on Customer’s behalf through Paymode-X as the Payment Authorization under the Paymode Service Agreement. As part of the Channel Agreement, BL has agreed to accept Customer’s Instructions from Bank as Customer’s Payment Authorization. Notice of confirmation or rejection of the Payment Authorization will be generated by Paymode-X and transmitted to Customer. Customer is solely responsible for the accuracy of the information Customer provides Bank in the Instruction and Bank is responsible for processing those Instructions based on the content Customer provides. Bank does not monitor or review Customer’s Instructions for content, accuracy or completeness.

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

Payment Files. Based on the corresponding Instructions and in accordance with the Paymode-X Operating Rules, Paymode-X will create an ACH Entry in the format required by the Operating Rules including receiver information created and stored by Paymode-X (the *“Payment File”*). The Paymode-X platform is responsible for creating the Payment File including providing the correct beneficiary and receiving bank information for Customer’s Instructions, and Customer authorizes Bank to execute all Payment Files received from BL as Customer’s authorized Instruction and Payment Order. When received from BL and subject to funding, Bank will execute the Payment File as Customer’s ODFI in accordance with the ACH Terms, the Paymode-X Operating Rules and Operating Rules. Customer acknowledges that payments are processed as provided in the Paymode-X Operating Rules. Payment processing timeframes and deadlines are set forth in the Paymode-X Operating Rules and related documentation. Customer agrees to these deadlines and timeframes in lieu of the corresponding processing timeframes or deadlines Bank may have with Customer under the ACH Service Terms.

Funding and the Settlement Account.

Establishment. As part of the agreement between Bank and BL, Bank has agreed to establish a settlement account (*“PM Settlement Account”*) in Bank’s records to effect the funding and processing for settlement of the payments Customer authorizes in Customer’s Instructions and that are executed pursuant to the Payment Files. Customer is also required to establish or identify a funding account (*“Funding Account”*) to fund the PM Settlement Account. Paymode-X or Bank may require that Customer provide good cleared funds in the PM Settlement Account before a payment can be executed. If Bank or Paymode-X require good cleared funds and good cleared funds are not available in the PM Settlement Account, Customer’s transaction will not be executed. In any event, if the PM Settlement Account is not properly funded as required, Customer authorizes Bank to obtain payment for the settlement, including from the Designated Account, as provided in the ACH Terms. Customer further understands that once the funding of the PM Settlement Account has occurred, the corresponding funds are no longer Customer’s funds and are held for settlement of the transaction in the corresponding Payment File. Settlement to the receiver’s account from the PM Settlement Account will occur in accordance with the timing set

forth in the Paymode-X Operating Rules. The PM Settlement Account will also be used to settle adjustments and returns. Customer's Vendor pays a fee to BL for each payment received through Paymode-X.

Authorization. Customer authorizes bank to provide and make available to BL information with respect to Customer's ACH activity through Bank's Service relating to funding, adjustments and returns through Paymode-X. Adjustments and returns are the responsibility of BL through Paymode-X and will settle through the PM Settlement Account for credit or debit to the Designated Account by BL.

Reports. Customer's transaction activity with respect to Bank's Service will be reported to Customer through Paymode-X.

Limitations

Responsibility and Authorization. Customer is responsible for all information submitted through Bank's Service and for all transactions initiated through Paymode-X, and for the proper use of Paymode-X. Customer is and remains at all times solely responsible for any and all obligations Customer has to Customer's Vendor.

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

Compliance with Laws; Bona Fide Transactions. Customer agrees to (a) comply with all Applicable Laws in connection with Customer's use of Bank's Service and Paymode-X and (b) use Bank's Service and Paymode-X solely to effect payment to Customer's Vendors, and related matters arising from legitimate, bona fide business transactions with Customer's Vendors.

HIPAA. Customer represents and warrants that the Service to be provided by Bank under these Service Terms does not subject Customer, Bank or BL to the Health Insurance Portability and Accountability Act ("HIPAA") transaction standards or the HIPAA privacy and security requirements, 45 CFR Parts 160, 162, and 164. Customer represents and warrants that Customer has not provided to Bank, and agrees not to provide Bank, with any access to "protected health information" as that term is defined in 45 CFR 160.103 and shall not otherwise cause Bank to be a "business associate" as that term is defined in 45 CFR 160.103.

Fees and Rebate

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

Term and Termination

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

Nature of BL Relationship

Customer acknowledges that Bank and BL are independent and separate entities and are not operating as a partnership, agency, joint venture or other combined enterprise. Paymode-X is provided to Customer directly and exclusively by BL; Paymode is not Bank's Processor. Paymode-X is provided by BL and is not part of the Service Bank provides. Customer agrees to look solely to BL for any claims, problems or disputes under the Paymode-X Service Agreement or with respect to Paymode-X except for any action Bank takes on Customer's behalf in transmitting or processing Customer's Instructions. Bank is not responsible for any obligation or liability of BL to Customer under the Paymode Service Agreement. Bank relies on the continued effect of the Paymode Service Agreement in providing Bank's Service to Customer including the compliance by Customer with the terms of the Paymode-X Service Agreement. Any material change in the Paymode-X Service Agreement and any such change

may necessitate a change to these Service Terms. Bank makes no representation or warranty, and undertakes no obligation with respect to Paymode-X or any underlying transaction that Customer chooses to execute through Paymode-X other than as expressly set forth in these Service Terms. BL is not authorized to make any representation or warranty, or undertake any obligation with respect to Bank or any of Bank's Services.

XXXI. POSITIVE PAY

Service

Description. Bank's Positive Pay Service consists of:

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

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

Set Up. The Service will not be available to Customer until Bank completes the set-up and implementation process with Bank. In the set-up process, Bank will establish communication links and provide Customer with Bank's file specifications and other information about Customer's use of the Service.

Account Reconciliation. If Customer desires to have Bank's Account Reconciliation Service included in the Bank Maintained Positive Pay Service, Customer must request and complete the separate set-up and implementation process for that Service.

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

Positive Pay Decisions

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

Customer is solely responsible for Customer's decisions, action and inaction with respect to this Service and checks presented on Customer's Accounts. Bank has no liability to Customer for acting on Customer's decisions or for not acting upon, or for carrying out Customer's default decision if Customer fails to act on a particular check.

Bank retains its right to dishonor any check that (a) Bank believes is not properly payable, (b) is in excess of the amount of Available Funds in the applicable Account, or (c) Bank is required by law or legal process not to pay.

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

Check Information

Customer agrees to transmit to Bank on a Banking Day an electronic file that contains the serial number, date and amount of each check drawn on each Designated Account and dated the prior Business Day (the "*Check Register Information*"). If Customer elects to use Payee Line Positive Pay, Customer must also, transmit to Bank the payee name exactly as it appears on each check. The Check Register Information

must be transmitted to Bank in the manner, format and medium, and at the times agreed upon in the set-up process or otherwise in writing.

Operating Procedures

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

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

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

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

- If Customer timely tells Bank to pay an Unmatched Check or Customer fails to timely communicate Customer's decision and Customer's default decision is to accept the Unmatched Check, that Unmatched Check is properly payable for all purposes and Bank will finally pay and charge the Designated Account for the check.
- If Customer instructs Bank not to pay an Unmatched Check or Customer's default decision is to reject or return the Unmatched Check, Bank will not pay the Unmatched Check and will return it to the depositing or presenting bank, and Customer agrees that Bank shall not be liable for, and Customer waives, any claim for wrongful dishonor of the check.

Payee Line

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

Suspension or Termination of Service. Bank reserves the right to suspend or terminate the Payee Line feature if, in Bank's sole discretion, Bank experiences an unusually high volume of Payee Mismatches. Bank will provide reasonable notice to Customer by telephone or electronic mail of such suspension or termination, but shall have no liability for failing to give such notice or for Bank's decision to suspend or terminate the Payee Line Feature.

Teller Line Positive Pay

With Teller Line Positive Pay, the Account number and the amount of any checks presented to one of Bank's teller windows shall be verified against the Issue File. Payee Line verification is not included as part of Teller Line Positive Pay. If Customer makes an election NOT to receive the benefits of Teller Line Positive Pay, any checks presented to one of Bank's teller windows shall be processed in accordance with Bank's standard practices and shall not be deemed to be a Presented Check on the Designated Account and this Service shall not apply to that check.

Customer Maintained Positive Pay

Bank's Obligations

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

Customer's Obligations

Customer agrees to maintain data reflecting each check that Customer issues on the Designated Accounts (the *"Check Register"*). On each Banking Day, Customer will use the Service and Customer's records to compare all of the Paid Check Information delivered by Bank to Customer's Check Register by no later than the Cutoff Time. If Customer fails to provide Bank with instructions for a single check or all checks in Customer Maintained Positive Pay, Customer authorizes Bank to accept all Presented Checks.

Over the Counter Checks

Customer acknowledges that since Customer maintains the Check Register, Bank is unable to compare Customer's checks to the Check Register or similar information when presented over the counter. If a check Bank cashes is returned to Bank for any reason, Bank will debit Customer's Account for the amount of the check.

XXXII. INSTANT PAYMENTS

Service

Bank's Instant Payments Service (*"Service"*) enables Customer to send or receive payments through a centralized real-time payments system (*"RTP System"*) developed and operated by The Clearing House Payments Company (*"TCH"*). These payments, known as *"Real-Time Payments"* or *"RTP"*, can be sent or received every day of the year, 24 hours a day, except when the Service is offline for maintenance. The RTP network may be offline for a scheduled maintenance window, typically on Sundays between 2 a.m. - 6 a.m. ET.

RTP System Structure

Defined Terms. In the RTP System:

- the entity initiating a Real-Time Payment is the *"Sender"*, and its financial institution is the *"Sending Participant"*,
- the entity receiving the RTP is the *"Receiver"* and its financial institution is the *"Receiving Participant"*,
- the Sender initiates a RTP by sending a *"Payment Instruction"* to the Sending Participant instructing it to make a payment in US Dollars to a Receiver, and
- the Sending Participant sends a *"Payment Message"* to the Receiving Participant based on the Payment Instruction.

If the Receiving Participant accepts the Payment Message, the amount of the RTP is immediately made available in the Receiver's account at Receiving Participant. The RTP System is subject to the RTP System Operating Rules (*"RTP Rules"* which are Operating Rules as defined in the Master Agreement and these Service Terms). These and other capitalized terms not defined herein are defined in RTP Rules, and where used in these Service Terms shall have the meanings, and be applied as, provided in the RTP Rules.

Limitations. The amount of each RTP that Customer can send or receive is limited by the RTP Rules and may be limited further by a Sending Participant. RTP may only be made in U.S. Dollars to and from accounts located in the United States. Bank is not liable or responsible for Customer's acts or omissions (including with respect to the amount, accuracy, timeliness of transmittal or authorization of any Payment Instruction received from Customer) or those of any other person, including TCH or any other Participant, and no such person shall be deemed Bank's agent.

Account Information. Bank will report RTP activity through Customer's selected Access Channels. In light of the nature and immediacy of RTP, Bank recommends that Customer

monitor the use of the Service and its Accounts as often as reasonably possible. Receiving RTP

Customer's transaction Accounts can receive a RTP at any time on any day unless Customer affirmatively chooses to block RTP as described below. When receiving an RTP, Customer is the Receiver and Bank is the Receiving Participant.

Receipt of Payment Messages. Upon receipt of a Payment Message for Customer's Account, Bank will make a decision on the Payment Message within the time required under the RTP Rules and so notify the Sending Participant.

Reject. Bank may reject the Payment Message if: (a) the Account identified in the Payment Message is (i) closed, invalid or being monitored for fraudulent or other illegal activity, or (ii) is not a "transaction account" as defined in the Federal Reserve Board's Regulation D (12 C.F.R. Part 204), (b) Customer has elected to block the Account from RTP, or (c) the RTP cannot be accepted for legal or regulatory compliance reasons. If Bank rejects the RTP, it will not be made available in the Account and will be returned to the Sending Participant.

Accept. Bank may accept the Payment Message and make the funds immediately available in the Account.

Accept without Posting. Bank may accept a Payment Message without posting if Bank determines, in Bank's sole discretion, that Bank requires time to review the message for legal or compliance reasons. Funds are not made available in the Account at this point. Within the time specified in the RTP Rules, Bank is required to accept or reject the Payment Message.

Request for Return of Funds. Under the RTP Rules, a Sending Participant may request a return of funds for any reason, including for an unauthorized, erroneous or fraudulent RTP. If Bank receives such a request on an RTP received by Customer, Bank is required to respond and may contact Customer to investigate the claim, and Customer is required to respond to Bank promptly. Customer may be required to return the funds received from the RTP including if the RTP was unauthorized, erroneous or fraudulent, and Bank reserves the right to debit Customer's Account for such return.

Opting out of RTP and Block. Bank recognizes that despite the benefits of RTP, Customer may have reasons for not wanting to accept RTP to its Accounts. Bank offers the option of opting out of receiving RTP by placing a block on one or more designated Accounts or all of Customer's Accounts (each such Account so blocked being a "**Blocked RTP Account**"). If Bank receives a Payment Message to a Blocked RTP Account, Bank will reject the Payment Message and return the payment. Customer accepts full responsibility for that rejection and any implication for that rejection with the Sender.

Sending RTP

Payment Instructions. Customer may initiate a RTP by sending Bank a Payment Instruction (which is deemed Customer's Instruction under the Master Agreement and these Service Terms) through a mutually agreed upon Access Channel and subject to the Security Procedures. When sending a Payment Instruction, Customer is the Sender and Bank is the Sending Participant. By sending a Payment Instruction, Customer irrevocably authorizes Bank to debit Customer's designated Account for the amount of such Payment Instruction, send a Payment Message to the Receiving Participant and transfer funds in the amount of such Payment Instruction to the Receiving Participant for the benefit of the Receiver designated in the Payment Instructions.

Payment Information. Payments Instructions must conform to Bank's specifications and transmission requirements as set forth in the Implementation Materials. Customer is solely responsible for providing all information necessary for each Payment Instruction. Bank is not responsible for detecting or reporting any error in any Payment Instruction.

Security Procedures. Customer agrees that Bank has offered and recommended Security Procedures used for the Services that are commercially reasonable for the amount, type and frequency of RTPs made by Customer using the Services. The Security Procedures, Customer's use of the Security Procedures, and Bank's compliance with the Security Procedures each have the effects specified and subject to the terms as set forth in the Master Agreement. The Security Procedures are used to verify the authority of the Payment Instructions and not the accuracy or content of any Payment Instruction. If Customer adopts a procedure or method other than the Security Procedures recommended by Bank as commercially reasonable, as a means for issuing Instructions to Bank then Customer agrees

to be liable for any such Instruction acted upon and executed by Bank in good faith that was unauthorized.

Rejection of Payment Instructions. Bank has the right to reject any Payment Instruction: (a) if there are not sufficient funds in the Account to pay for the RTP and related Fees; (b) that does not comply with the RTP Rules or these Service Terms; (c) that is incomplete or Bank is unable to read due to errors, in format or content, or otherwise; (d) as a result of the application by Bank of its screening processes and software including OFAC compliance (which Bank applies for its own benefit and may not be relied on by Customer as a substitute for Customer's monitoring obligations); or, (e) for any other reason for which Payment Instructions may be rejected under the RTP Rules. Bank may notify Customer of such rejection but shall have no liability to Customer because of such rejection of the Payment Instruction or Bank's failure to give, or Customer's failure to receive, such notice.

Receiving Participant. The Receiving Participant is required to respond to the Payment Message within the time specified in the RTP Rules.

Reject. If the Receiving Participant rejects the Payment Message, the RTP will not be paid or be made available to the Receiver, and the funds will be returned to Bank for credit to Customer.

Accept. If the Receiving Participant accepts the Payment Message, the Receiving Participant will make the funds immediately available in the Receiver's account and the RTP will be complete.

Accept without Posting. If the Receiving Participant determines to accept without posting the RTP, the payment will not be posted to the Receiver's account at that time. Within the timeframe required by the RTP Rules, the Receiving Participant must either accept or reject the RTP.

Irrevocable. Once transmitted, Payment Instructions are final and may not be changed, revoked or stopped by Customer. Customer is solely responsible for providing all information necessary for the proper origination of each RTP that Customer sends, the content in the RTP, and that the RTP complies with the RTP Rules. Bank is not responsible for detecting or reporting any error in any RTP that Customer transmits.

Request for Return of Funds. Customer may request that Bank initiate a Request for Return of Funds related to an RTP for any reason including for an unauthorized, erroneous or fraudulent RTP by calling the Customer Service Center and allowing Bank time to initiate the Request for Return of Funds on the Customer's behalf. Customer may not initiate a Request for Return of Funds as part of a dispute with the Receiver over services, merchandise or other consideration given by the Receiver for the RTP.

Customer understands that (a) the Receiving Participant is under no obligation to return funds in response to a Request for Return of Funds, and (b) Bank has no obligation to Customer for Payment Instructions that were incorrect, unauthorized or erroneous. Bank will reasonably assist Customer upon request to process a Request for Return of Funds but shall have no obligation to customer if the funds are not returned.

Payment. Customer agrees that the Account specified in the Service set-up procedures shall be the account debited for the amount of each Payment Instruction sent for a RTP made by Customer and related Fees. Customer agrees to maintain sufficient collected funds in the applicable Account to cover Customer's payment obligations for all Payment Instructions transmitted to Bank. Customer agrees to pay Bank, and authorizes Bank to debit from the applicable Account, the amount of each RTP and related Fees.

Use of Third Parties. Customer may not engage a Third-Party Service Provider or use this Service on behalf of any third party including affiliates and subsidiaries without the advance written consent of Bank and completion of forms and agreements Bank may require.

Request for Payment Messages

Description. The RTP network allows Customers to send and receive Request for Payment (RfP) messages to present invoice details along with the payment amount due. Upon receipt of the RfP message, the recipient can choose to transfer funds to the account designated in the RfP or decline the RfP.

Customer's Representations and Warranties.

Use of the Service. Customer is deemed to have initiated the RfP when Bank receives the RfP Payment Instruction. Customer is solely responsible for providing all information necessary for the proper origination of each RfP that Customer sends, the content in the RfP, and that the RfP complies with the RTP Rules. Bank is not responsible for detecting or reporting any error in any RfP that Customer transmits. Customer agrees that

each RfP shall not include any deceptive or misleading information used in order to induce a Payment in response, any misrepresentation regarding Customer's true identity, or any language that could reasonably be perceived as threatening or intimidating. Customer shall not send repeated RfPs to the same message receiver within a timeframe that could be reasonably perceived as harassing, or to any message receiver that has elected not to receive RfPs from Customer. Bank reserves the right to suspend Customer's ability to initiate RfPs immediately and without prior notice if Bank determines that Customer is misusing the RFP feature. Customer agrees to reasonably assist Bank in its investigation of any anomalous activity in Customer's RfP transactions, including any increase or decrease in the Customer's RfP volume.

Declined RfPs. Bank is not responsible for ensuring any payments of any bills or invoices that remain unpaid despite Customer sending an RfP via the RTP Service. An RfP message may include an expiration date, and Customer is solely responsible for ensuring that such expiration date is reasonable and sufficient to permit the recipient to make the payment to Customer.

Limitations and Indemnification. If Customer receives payments from consumers in response to an RfP, then Customer agrees to indemnify and hold Bank harmless against any disputes from the consumer, including Regulation E disputes. The Bank may place a limit on the maximum dollar amount for any single RfP, and may limit the number of RfPs Customer initiates within a certain time period. Bank reserves the right to reject and refuse to accept any funds transfer in response to an RfP for any reason, including failure to comply with the RTP Rules or Applicable Law.

XXXIII. RE-PRESENTED CHECK ENTRIES

Service

Bank's Re-Presented Check Entries (RCK) Service allows for the conversion of returned paper checks into ACH Entries for re-presentation for collection ("*RCK Entries*"). RCK Entries are initiated through the ACH network and are subject to the Operating Rules. Capitalized terms used in these Service Terms without a separate definition herein that are defined in the Operating Rules will have the meaning given such terms in the Operating Rules.

Compliance with the Operating Rules and Laws

Customer agrees to comply with the Operating Rules for the origination of RCK Entries. Customer acts as Originator and Bank acts as the ODFI with respect to the RCK Entries. Customer agrees to deliver RCK Entries to Bank as provided in the User Guide and the Operating Rules. The Operating Rules govern in the case of any conflict with these Service Terms, except that the file specification requirements in the User Guide govern if they conflict with the Operating Rules.

Eligible Items

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

Warranties

Each time Customer uses the RCK Service, Customer: (a) represents and warrants to Bank that Customer has provided the Receiver with notice that clearly and conspicuously states the terms of the RCK Entry policy in advance of receiving the check to which the RCK Entry relates; and (b) makes the same warranties to Bank as Bank makes under the Operating Rules.

Obligations of Originators

Customer must retain (a) the original check to which the RCK Entry relates for 90 days from the Settlement Date of the RCK Entry, and (b) a copy of the check to which the RCK Entry relates for seven (7) years from the Settlement Date of the RCK Entry to which the copy of the check relates. Upon Bank's request, the Originator must provide the original check or a copy of the front and back of the check to the ODFI for its use or for the use of a RDFI requesting the information. If it has been finally paid, the original check or a copy of the check must indicate the fact on its face. These provisions are outlined in detail in the Operating Rules.

XXXIV. SWEEP

Service

Bank's Sweep Service allows Customer to systematically transfer Excess Funds out of Customer's Designated Accounts and enter into transactions in which Bank agrees to transfer:

- Excess Funds which exceed a mutually agreed maximum balance to a master money deposit market account ("*Money Market Deposit Sweep*");
- Excess Funds to a master federal funds account, subject to a certain minimum investment balance requirement ("*Federal Funds Sweep*");
- Excess Funds for credit to Customer's line of credit ("*Commercial Credit Sweep*"); or
- if Customer has a floor planning agreement with Bank, Excess Funds to a Contra Account that earns the same rate of interest that Customer pays under Customer's Credit Agreement ("*Dealer Floorplan Sweep*").

Bank also offers a Consolidated Sweep, an optional feature of the Service that enables Customer to combine the total amount of Account balances eligible for sweep to obtain the benefits of a higher sweep amount.

Notice

The FDIC requires that Bank gives its depositors notice of the status of their deposits and transactions in the event of a Bank failure. In all cases, funds not swept to a sweep product prior to the applicable Cutoff Time will be treated as a Deposit with Bank and insured under the applicable FDIC insurance rules and limits (a "*Deposit*"). The status of funds swept to one of the sweep products before the applicable Cutoff Time are described below.

Definitions

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

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

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

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

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

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

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

Target Balances

Customer agrees that the Target Balance shall be subject to Bank's approval. Customer may request a change to the Target Balance by notice to Bank. Bank may, in Bank's sole discretion, accept or decline Customer's request and may accept oral notice of any such request from Customer. No change shall be effective until Bank has agreed to it and has had a reasonable opportunity to implement the change. Bank is not responsible if, in the absence of Bank's negligence, Customer's sweep option is not available or Customer's transaction is not complete due to, for example, market disruptions, technical difficulties or fund restrictions.

Money Market Deposit Sweep

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

Notice.

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

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

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

Federal Funds Sweep

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

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

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

Notice.

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

Commercial Credit Sweep

Description. If Customer has a line of credit with Bank, Bank's Commercial Credit Sweep Service allows Customer to direct Bank to: (a) withdraw Excess Funds, as of the close of each Business Day, in

specific increments established by Bank, from the Designated Account and apply such funds as a payment on the Credit Facility Account; and (b) take other actions with respect to Customer's Commercial Credit Sweep Service.

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

Loan Transactions. As of the close of business on each Business Day, Bank will determine the Deficiency Amount, if any. If Bank determines that there is a Deficiency Amount, Bank will debit the Credit Facility Account in an amount equal to the lesser of (a) the Deficiency Amount, or (b) the amount which is available to be borrowed under the Credit Agreement (the lesser of such amounts being referred to as the "*Available Credit*"), plus the amount of any fees and charges payable under the Credit Agreement, and credit the Designated Account in an amount equal to the Available Credit ("*Loan Transaction*"). However, Bank will not be required to initiate any Loan Transaction in an amount less than a minimum sum mutually agreed to by the parties, and Bank will not be required to initiate any Loan Transactions if any default exists under any Credit Agreement or the Master Agreement, or Bank is otherwise excused or prohibited under any Credit Agreement or Applicable Law from making an advance to Customer. Should the Credit Agreement mature, only payments toward the Credit Facility will be made until the outstanding balance has been paid in full, and Bank will not be required to initiate any Loan Transaction. The Commercial Credit Sweep Service shall immediately and automatically terminate without notice, if (i) the Credit Agreement has been terminated; (ii) Customer has closed the Credit Facility Account; or (iii) Bank has demanded payment under the Credit Agreement.

Notice.

Funds that have been swept out of Customer's Designated Account will be used to reduce the balance on the Credit Facility; funds remaining in the Designated Account are Deposits and insured under the applicable FDIC insurance rules and limits.

Dealer Floor Plan Sweep

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

Consolidated Sweep

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

XXXV. TAX LINK 53

Service

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

Cutoff Times. Customer must comply with Bank's cutoff times for initiation of Tax Payment Instructions. If Customer sends Tax Payment Instructions to Bank after the Cutoff Time, or on a non-Banking Day, Bank may treat these Tax Payment Instructions as if Bank received them on the next Banking Day.

Communication Expense and Risk. Transmission of Tax Payment Instructions to Bank will be at

Customer's expense, except that Bank may provide a toll-free number telephone service. If that service is disrupted for any reason, Customer has the responsibility and risk of using alternative means of communicating Tax Payment Instructions to Bank accurately and in time for Bank to perform any Tax Payment Service.

Process and Procedures

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

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

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

Rejection of Instructions

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

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

Cancellation

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

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

Overpayments

If Bank makes an overpayment of Customer's tax liability due to Bank's error, Bank will credit Customer's Designated Account for the amount of the overpayment, and Customer agrees to take such actions as Bank reasonably requests to obtain a refund of the overpayment and to arrange for payment of such refund to Bank.

In any event, Customer agrees to repay Bank for any overpayment upon the earlier of: (a) Customer's recovery of such overpayment, or (b) the application of the related tax credit to another of Customer's tax payment obligations.

Records and Notice of Errors

Bank will provide Customer with statements and confirmations containing information about Customer's tax payments as described in the set-up process.

Nothing in these Service Terms or the Master Agreement relieves Customer of, or imposes on Bank, any duty imposed by law or contract regarding the maintenance of records or from employing adequate audit, account and review practices customarily followed by similar businesses. Customer will promptly review for accuracy all records, information and statements Bank delivers or makes available to Customer from time to time.

Customer must send Bank written notice, with a statement of relevant facts, within 15 calendar days after Customer receives the first notice or statement indicating a discrepancy between Bank's records and Customer's. If Customer fails to give the required notice, Bank will not be liable for any loss of interest or for any compensation for any other loss or cost relating to an unauthorized or erroneous debit to Customer's Account or because of any other discrepancy in the notice of Customer's Designated Account statement. Customer must notify Bank promptly by telephone, confirmed in writing, if Customer learns or discovers from any source other than a notice or statement from Bank information concerning an unauthorized or erroneous debit to the Designated Account.

Supplemental Limitation of Liabilities

If Bank's Service is interrupted or unavailable for any reason and Customer is unable to complete transmission of Customer's Tax Payment Instructions to Bank, Customer will not be relieved of Customer's obligation to make any tax payment otherwise contemplated to be made by such Service. Bank will not incur any liability if Customer fails to make any required tax payment by other means in the event of such interruption or unavailability.

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

XXXV. VIEWPOST CHANNEL

Service

Description. Viewpost North America, LLC ("*VP*" or "*Viewpost*") operates a business-to-business electronic invoicing and payment network and platform (the "*Viewpost Platform*") that enables businesses to make electronic payments to their vendors and suppliers ("*Vendors*") who are enrolled in the network (collectively, the "*Viewpost Service*"). Bank has entered into a Channel Agreement with VP ("*Channel Agreement*") pursuant to which Bank is authorized to offer Customer access to the Viewpost Service to enable Customer to become a registered user of the Viewpost Service. The Viewpost Service is provided by VP and is not a Service provided by Bank. The "*Service*" Bank will provide to Customer as contemplated by the Master Agreement consists of assisting Customer in implementing the Viewpost Service and, where authorized by Customer and VP, accepting from Customer instructions for payments to be made through the Viewpost Service and invoices and transmitting those instructions and invoices on Customer's behalf to VP. Whether transmitted through Bank or through VP, Bank will execute payment files generated by the Viewpost Service as part of one of Bank's payment Services to Customer. "*Viewpost*" is a registered trade/service mark of VP. Capitalized terms used in these Service Terms without a separate definition herein that are defined in the Operating Rules will have the meaning given such terms in the Operating Rules.

Implementing the Viewpost Service. Bank will assist Customer as mutually agreed to enroll Customer in the Viewpost Service. In addition, Bank will assist Customer in providing data to VP for Vendor identification and

enrollment.

Payment Transactions. The use of the Viewpost Service and Bank's Service will result in the creation and transmission to Bank by Viewpost on Customer's behalf of instructions for the following types of payments ("*Payment Transactions*"):

- execution of ACH Entries for the debiting of the Designated Account and the crediting of the account of Customer's Vendor;
- creation of a paper check payable to Customer's Vendor; or
- creation of a paper check payable to Customer's Vendor and an electronic image of that check.

The instructions, in any format received from VP, are "*Instructions*" and are considered for all purposes of the Service Terms and the Master Agreement to have been duly authorized by Customer.

Payment Service Terms. The payments Bank creates are subject to the Service Terms of the applicable Service ("*Payment Service Terms*") governing the form of payment as follows:

- The origination, transmission and receipt of ACH entries are subject to the Automated Clearing House Service Terms ("*ACH Terms*"); and
- The creation and sending of a paper check (or electronic image of that check) drawn on Customer's Account with Bank are subject to the Check Issuance Service Terms.

In the case of certain Vendors with accounts at a financial institution that is unable to accept an image of the Check through the Viewpost Service, Customer's check may be used to fund an ACH Entry to effect the payment. Customer is the "*Originator*" as that term is used in the Operating Rules of all ACH Entries generated through the Viewpost Service. Bank will process such Entries as Customer's Originating Depository Financial Institution (ODFI). Customer acknowledges that Viewpost is Customer's Third-Party Service Provider (TPSP) for all purposes and Customer authorizes and directs Bank to accept and execute all Entries and Instructions Bank receives from Viewpost. Instructions to make payment, whether sent directly to Bank by Customer or received from VP on Customer's behalf, are "*Instructions*."

Direct Use Only. Unless Bank agrees otherwise in a written instrument executed by one of Bank's authorized officers, Customer is authorized to use the Service exclusively for Customer's direct benefit and not for the benefit of any other Person including Customer's subsidiaries and affiliates, except those Affiliates who have executed the Master Agreement. Customer is not authorized to use this Service as a Third-Party Sender (TPS) or Third-Party Service Provider (TPSP).

The Viewpost Service

The Viewpost Service Agreement. VP will enroll Customer in the Viewpost Service pursuant to terms and conditions, agreements and documents established between Customer and VP in Customer's discretion (collectively, the "*Viewpost Service Agreement*").

Transmission through Fifth Third. In the set-up process for Bank's Service, Bank will establish with Customer the Access Channel (including *Fifth Third Direct* or via batch file through Bank's Integrated Payables Service) for the submission to Bank, and the required form, format and content, of Instructions for Customer's Payment Transactions and invoices through the Viewpost Service. Instructions to Bank are subject to the applicable Payment Service Terms. Customer authorizes Bank, and Bank agrees, to accept Customer's Instructions through the selected Access Channel and submit those Instructions on Customer's behalf to VP. As part of the Channel Agreement, VP has agreed to accept Customer's Instructions from Bank on Bank's behalf. Customer is solely responsible for the accuracy of the information Customer provides Bank in each Instruction and Bank is responsible for processing those Instructions based on the content Customer provides. Bank does not monitor or review Customer's Instructions for content, errors, accuracy or completeness.

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

Payment Files. The Viewpost Service will create an electronic file for the corresponding Payment

Transaction based on each Instruction (the "*Payment File*"). Viewpost is responsible for processing and creating the Payment File including providing the correct beneficiary, payee and receiving bank information for Customer's Instructions; Customer authorizes Bank to execute all Payment Files received from VP as Customer's authorized Instruction. When received from VP and subject to funding, Bank will execute a Payment File and related Payment in accordance with the applicable Payment Service Terms. Payment processing timeframes and deadlines are set forth in the Viewpost Service Agreement and related documentation. Customer agrees to these timeframes and deadlines in lieu of the corresponding processing timeframes or deadlines Bank may have with Customer under the ACH Terms.

Reports. Customer's transaction activity with respect to Bank's Service will be reported to Customer on Customer's regular Account statement and through the information reporting option Customer chooses to implement with Bank.

Limitations

Responsibility and Authorization. Customer is responsible for the content of all information submitted through Bank's Service and for all transactions initiated through the Viewpost Service, and for the proper use of the Viewpost Service. Customer is and remains at all times solely responsible for any and all obligations Customer has to Customer's Vendor.

Transaction Limits. Bank may at any time determine to restrict the volume, dollar amount or type of transactions Bank is willing to accept and process through the Viewpost Service.

Compliance with Laws; Bona Fide Transactions. Customer agrees to (a) comply with all Applicable Laws in connection with Customer's use of Bank's Service and the Viewpost Service and (b) use Bank's Service and the Viewpost Service solely to effect payment to Customer's Vendors, and related matters arising from legitimate, bona fide business transactions with Customer's Vendors.

HIPAA. Customer represents and warrants that the Service to be provided by Bank under these Service Terms does not subject Customer, Bank or VP to the Health Insurance Portability and Accountability Act ("*HIPAA*") transaction standards or the HIPAA privacy and security requirements, 45 CFR Parts 160, 162, and 164. Customer represents and warrants that Customer has not provided to Bank, and agrees not to provide Bank, with any access to "*protected health information*" as that term is defined in 45 CFR 160.103 and shall not otherwise cause Bank to be a "*business associate*" as that term is defined in 45 CFR 160.103.

Fees

VP has agreed to pay Bank a revenue share based on certain fees generated through Customer's use of the Viewpost Service ("*Revenue Share*") and fees for processing Instructions and Payment Files Bank receives from them. Customer will not be charged fees for the applicable Payment Service Bank provides to Customer but Customer will be responsible for other fees related to Customer's Accounts and Service with Bank such as check paid and other account and Service fees if and as applicable.

Term and Termination

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

Nature of VP Relationship

Customer acknowledges that Bank and VP are independent and separate entities and are not operating as a partnership, agency, joint venture or other combined enterprise. The Viewpost Service is provided to Customer directly and exclusively by VP; VP is not Bank's Processor. Customer agrees to look solely to VP for any claims, problems or disputes under the Viewpost Service Agreement or with respect to the Viewpost Service except for any action Bank takes on Customer's behalf in transmitting or processing Customer's Instructions. Bank is not responsible for any obligation or liability of VP to Customer under the Viewpost Service Agreement. Bank relies on the continued effect of the Viewpost Service Agreement in providing Bank's Service to Customer including the compliance by Customer with the terms of the Viewpost Service Agreement. Any material change in the Viewpost Service Agreement may necessitate a change to these Service Terms. Bank makes no representation or warranty, and undertakes no obligation with respect to the Viewpost Service or any underlying transaction that Customer chooses to execute through the Viewpost Service other than as expressly set forth in these Service Terms. VP is not authorized

to make any representation or warranty on Bank's behalf or with respect to Bank's Service, or make any commitment, or incur any obligation, with respect to Bank or any of Bank's Services.

XXXVI. WIRE TRANSFER SERVICE

Service

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

Set Up. Customer is required to complete Bank's set-up and implementation process before the Service will be available to Customer. In the set-up process, Customer must, among other things, (a) appoint a Service Administrator, (b) provide Bank with data to establish the Service and build templates for Customer's anticipated wire transfer activity, and (c) provide a written list, in a form acceptable to Bank, of the Authorized Agents Customer designates to use the Service on Customer's behalf, including without limitation, Users with initiation and approval authority (and any limits on their authority) and any financial institution or other third party Customer designates as Customer's agent to make Drawdown Requests (as defined below). Customer may change Customer's Service Administrator and Users and related information by completing additional documentation Bank requires; the changes will be effective once Bank receives the properly completed documentation and has had a reasonable opportunity to act on the change.

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

Implementation Material. The Implementation Materials will contain information and guidance to assist Customer in Customer's use of the Service and will include the Security Procedures available with this Service.

Definitions

Drawdown Request means a request from another financial institution to initiate a wire transfer on Customer's behalf for or from an Account with Bank or that financial institution.

Payment Order means an instruction to execute a wire transfer to the designated beneficiary or beneficiary bank from Customer's Account and the related information Bank requires from Customer to execute the instruction.

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

Compliance with Applicable Law

Duties Under Applicable Law. Customer agrees to comply with Applicable Law in connection with the Service including the Operating Rules and the rules of any funds transfer system, as applicable, and any applicable laws and regulations of the receiving country of Customer's transaction. Any terms used and not defined in these Service Terms shall have the meaning given them in Uniform Commercial Code Article 4A or the Account Rules.

Compliance. Each time Customer sends a Payment Order to Bank, Customer makes to Bank the following representations and warranties: (i) the Payment Order is for business and not personal, family or household purposes, (ii) the Payment Order complies with the requirements of the Master Agreement including these Service Terms; (iii) all transaction details Customer provides in connection with the initiation of the Payment Order are complete, truthful and accurate; (iv) Customer is in compliance with all Applicable Laws in connection with the Payment Order; (v) the Payment Order is for Customer's direct benefit only and not the benefit of any other Person; (vi) all other representations Bank is required to make in carrying out the Payment Order; and (vii) for Payment Orders in foreign currency, the Payment Order is made in connection with a commercial transaction and not for investment, speculation, currency arbitrage or hedging. Customer agrees to reimburse Bank for any and all fines imposed upon Bank and other costs Bank incurs as a result of any of these representations or warranties

being untrue including any failure to screen Customer's Payment Orders in compliance with Applicable Law before transmission to Bank.

Instructions

Templates. Wire transfers that are not standing wires may be Repetitive or Non-Repetitive. A "*Repetitive Wire Transfer*" is a wire transfer being sent to the same party on an ongoing basis; Customer creates a wire transfer template on Customer's system for that beneficiary one time and accesses this template each time Customer needs to wire funds to that beneficiary. Only the amount and date change with each Instruction. A "*Non-Repetitive Wire Transfer*" is generally a single use wire for which Customer provides all of the beneficiary and other information each time Customer initiates a wire transfer.

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

Security Procedures. Access to this Service is subject to Security Procedures ([53.com/tm-security](https://www.53.com/tm-security)). Customer acknowledges receipt of Bank's Commercial Wire Transfer Security Procedures and agrees to select the communication method and Security Procedures that are appropriate for Customer in light of the size, frequency and nature of Customer's wire activity and desired means of communication of Payment Orders. The Security Procedures and Bank's compliance with the Security Procedures have the effects specified in the Master Agreement. Customer acknowledges that Bank recommends that each Payment Order be confirmed by at least one User approver who is not the initiating User. Bank also recommends that Customer prohibit Users and other representatives from communicating Payment Orders to Bank's representative outside Bank's wire funds transfer department. If Customer allows this method of communicating Payment Orders, Customer will be deemed to have refused such Security Procedures and to have agreed to be bound by such Payment Order, whether or not authorized, which is issued in Customer's name and accepted by Bank in good faith.

Transmitting Payment Orders. Payment Orders may be submitted to Bank via one or more of the communications channels agreed upon in the set-up process. Payment Orders and other Instructions are subject to Bank's Cutoff Times and processing schedule. Customer is responsible for obtaining any authorization necessary for Customer's beneficiary (including beneficiary bank) to receive payment by wire transfer. Customer agrees to provide all information Bank may require or specify in connection with Customer's Payment Order. Any error in the information Customer provides, including amount, incorrect beneficiary account number or name, beneficiary bank name, or other account, or routing or transit numbers is Customer's sole responsibility and liability. Customer is solely responsible for the accuracy and completeness of each Instruction and Payment Order sent to Bank in connection with this Service.

Phone and In Person Authorization. Bank recommends that Customer not permit Customer's personnel to send Instructions by calling one of Bank's representatives outside the wire room (without PIN access). Customer and Bank may mutually agree in the set-up procedures or at any time to prohibit telephone or in person Instructions, with any such agreement to be confirmed in writing by Customer's Relationship Manager or Business Banking Officer, as applicable. If Customer permits Customer's personnel to submit Instructions in person or by telephone outside the wire room, Customer will be rejecting the channels for submitting Payment Orders and the more secure Security Procedures for those channels that Bank recommends and Customer will be bound by Payment Orders, whether or not authorized, that Bank accepts that are issued in Customer's name and accepted by Bank in good faith, and the Security Procedures Bank has for the applicable method of providing Instructions. Bank may (but is not obligated to) accept such telephone Instructions. Bank may (but is not obligated to) accept in

person Instructions from Users in accordance with and subject to Bank's policies. In person Instructions may only be given and received at one of Bank's branches and Bank may require that Customer's Users verify their identity and execute documentation relating to the Instruction. Customer authorizes Customer's Users to execute the documentation Bank requires.

Foreign Exchange

Exchange Rates.

Fifth Third Direct. All Payment Orders (other than Same Foreign Currency Orders) denominated in foreign currency must be initiated in U.S. Dollars and will be effected by converting U.S. Dollars to the requested currency provided Bank offers that currency. The exchange rate for Payment Orders to be converted to an eligible foreign currency and initiated through *Fifth Third Direct* will be as follows: if Customer does not require a separate approval of the submission of the Payment Order in the set-up process, the exchange rate will be the rate displayed at the time Customer submits the Payment Order (which may be a different than any prior rate displayed to Customer); if Customer requires a separate approval of the initial submission of Payment Order in the set-up process, the exchange rate will be the rate displayed at the time Customer provides the separate approval of the initial submission of the Payment Order which rate may be different than the rate displayed at the time of initial submission of the Payment Order. Customer understands that the exchange rate may change without notice. If the Payment Order is returned or rejected for any reason, Customer agrees to accept the refund in U.S. Dollars based on Bank's then-current buying rate, converting the currency to U.S. Dollars on the date of refund, less any charges and expenses Bank incurs. Customer understands that the exchange rate applicable to the refund may (and is likely to) be different than the rate applicable to the Payment Order.

Other Communication Methods. For Payment Orders initiated through means other than *Fifth Third Direct*, the exchange rate will be confirmed to Customer's User when Bank accepts the Instruction.

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

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

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

Same Foreign Currency Orders

If Customer wishes to send Same Foreign Currency Orders, Customer must have established and funded a Multicurrency Account, CanLink Account, or a deposit account held by Customer at Bank's Canadian Branch with the foreign currency for Customer's Payment Order in accordance with, and Customer must be subject to, as applicable, the service terms for the Multicurrency Account, CanLink Account or deposit account held at Bank's Canadian Branch. When Bank receives Customer's Instruction, Bank will access the appropriate Multicurrency Account, CanLink Account, or a deposit account held by Customer at Bank's Canadian Branch on Customer's behalf and carry out the Payment Order through Bank's Processor. In all other respects, a Same Foreign Currency Order is treated the same as any other Payment Order.

Payment

Customer may initiate a Payment Order only if the offsetting debit to the applicable Account will not reduce Customer's available funds in the Account below zero. If, however, Bank in its sole discretion acts on a Payment Order absent available funds in the Account, Customer is obligated to pay Bank the amount of any such Payment Order. Bank may at any time require Customer to prefund a Payment Order with available funds before Bank accepts and processes Customer's Payment Order. Even if Bank has done so in the past, Bank is not obligated to process any Payment Order without having first been paid by Customer the full amount of Customer's Payment

Order, but, if Bank does, the amount is immediately due and payable without notice or demand.

Processing

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

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

Transmission. Bank will use the means of transmission, funds transfer system (including Fedwire), association, and clearing house Bank selects in Bank's discretion to transfer funds to Customer's beneficiary (each a "*Funds Transfer System*"). Bank may use one or more intermediary banks to transfer Customer's funds to the beneficiary bank. After Bank transmits Customer's Payment Order to an intermediary bank, that bank is responsible to complete Customer's order. After Bank receives a Payment Order by the applicable processing deadline as specified in the Implementation Materials, but no later than the value date stated in Customer's Payment Order (if such date is not earlier than the day such Payment Order is received), Bank will execute such Payment Order by making applicable accounting entries for internal book transfers or by transmitting payment instructions to the applicable bank or transfer system. Bank may treat Payment Orders or other Instructions Bank receives after a Cut Off Time or on any day that is not a Business Day as if Bank received them on the next Business Day. Processing of the Payment Order is also subject to the processing and holiday schedule of the locale of the account to be debited or credited under the Payment Order.

Processing Order. Bank will process Customer's Payment Orders in accordance with Bank's processing schedule. If, for any Business Day, Bank receives more than one Payment Order payable from an Account or the Account is subject to other activity, Bank may debit the Account for such Payment Orders in any sequence Bank determines in Bank's sole discretion subject to Applicable Law and the requirements of any other agreement between Customer and Bank.

Rejection of Instructions

Bank may reject or delay any Payment Order if Bank determines, in good faith and Bank's sole discretion, that: (a) the Instruction is not authentic; (b) executing the Payment Order would create for Bank a risk of violating Applicable Law or an unacceptable risk of financial loss; (c) the Instruction is incorrect, incomplete or unsatisfactory for any reason; (d) the Payment Order does not comply with the requirements of these Service Terms or the applicable Implementation Materials, including any processing or exposure limits Bank establishes for Customer or to which Bank is subject; or (e) the amount of the Payment Order exceeds the available funds on deposit with Bank in the Designated Account. Bank may also reject a Payment Order if it is or Bank believes it would be returned for any reason under Applicable Law including the payment system rules of the receiving country of Customer's transaction.

If Bank rejects a Drawdown Request, Bank will use reasonable efforts to notify Customer by telephone. Otherwise, Bank will confirm each Drawdown Request that Bank executes by an entry on the applicable account statement.

Cancellation or Amendment

If Customer sends Bank an Instruction to cancel or amend a prior Payment Order in accordance with the applicable Security Procedure and Bank is able to verify the authenticity of the cancellation or amendment Instructions using the Security Procedure used when the Payment Order was initiated, Bank will make a reasonable effort to act on

that Instruction, but Bank will not be liable if it is not effected. Customer agrees to reimburse Bank for Bank's costs and other Losses in connection with Customer's Instruction to amend or cancel.

Debits; Funds Availability; Provisional Credit

The cutoff time for receipt of credits to Customer's Account is designated in the set-up Procedures. Funds are available for withdrawal based on the Funds Availability Policy contained in the Account Rules. As provided in the Account Rules, all credits to Customer's account are subject to verification and correction by Bank until Bank receives final settlement for the transaction. If final settlement is not received, Bank is entitled to a refund and Bank may charge Customer's account for the amount credited. Prior to initiating any Instruction to debit an account of a third party, Bank may require Customer with documents, in a form acceptable to Bank, evidencing the third party's authorization.

Inconsistency of Name and Number

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

Unauthorized or Erroneous Drawdown Requests

Customer agrees to exercise ordinary care (i) to determine whether each Drawdown Request that Bank executes has been authorized by Customer and to discover any errors relating to any such executed Drawdown Request, and (ii) to notify Bank of the facts relating to any unauthorized Drawdown Request that Bank executes or error immediately after discovering them.

Customer must notify Bank in writing, in a manner provided for in the Implementation Materials, of any erroneous or unauthorized Drawdown Requests that Bank executes as soon as possible, but in any case, within fifteen (15) days after Bank notifies Customer that the Drawdown Request has been executed or the Account has been debited to pay for the Drawdown Request, whichever is earlier. If Customer fails to notify Bank in writing within that time period and Bank is required under Applicable Law to refund all or part of Customer's payment, Bank will not pay any interest on the amount refunded and, except as otherwise provided by UCC Article 4A or other Applicable Law, Bank will not be liable for the transaction and Customer agrees to reimburse Bank for Bank's Losses.

Remittance Transfer Rule

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

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

- (a) "**Designated Recipient**" means any natural person specified by the Sender as the authorized recipient of a Remittance Transfer to be received at a location in a foreign country;
- (b) "**Remittance Transfer**" means the electronic transfer of funds requested by a Sender to a Designated Recipient that is sent by a Remittance Transfer Provider. The term applies regardless of whether the Sender holds an account with the Remittance Transfer Provider, and regardless of whether the transaction is also an electronic fund transfer, as defined in Regulation E;
- (c) "**Remittance Transfer Provider**" means any natural person that provides Remittance Transfers for a consumer in the normal course of its business, regardless of whether the consumer holds an

account with such natural person; and,

- (d) “**Sender**” means a consumer in a state, territory or possession of the United States (including the District of Columbia and Puerto Rico) who primarily for personal, family, or household purposes requests a Remittance Transfer Provider to send a Remittance Transfer to a Designated Recipient.

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

Customer Undertakings. Customer represents and warrants to Bank that Customer has implemented reasonable and effective policies and procedures to comply, and each funds transfer sent to Bank or through Bank using one of Bank’s Services complies, with the Remittance Transfer Rule. Without limiting the generality of the foregoing, Customer agrees to provide the disclosures to each Sender, obtain required Sender consents, be responsible for error resolution procedures and providing remedies to the Sender, and be responsible for the cancellation and refund of Remittance Transfers, all as required of Remittance Transfer Providers by the Remittance Transfer Rule.

Remittance Transfer Rule Compliance. Customer acknowledges that Bank’s Services do not include complying with, or monitoring Customer’s compliance with, the Remittance Transfer Rule with respect to Customer’s Remittance Transfers. Customer agrees that Bank is not responsible or liable for Customer’s compliance with Applicable Law including the Remittance Transfer Rule.

XXXVII. ZERO BALANCE ACCOUNTS (ZERO BALANCE AND CORPORATE ONE ACCOUNTS)

Service

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

Bank’s Obligations

Transfers Customer makes from Customer’s Account using this Service are considered preauthorized transfers. Customer may instruct Bank to make balance-related transfers as described below. Once Customer instructs Bank to transfer funds between Accounts, transfers begin on a mutually agreeable date.

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

Customer’s Obligations

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

Corporate One

Corporate One includes the above services and BAI.

XXXVIII. DEFINITIONS

Capitalized terms used in this T&C Book without definition shall have the meanings provided below.

“Access Channels” means *Fifth Third Direct*, the Mobile Apps, and other websites, portals, or application program interfaces (API), and direct access that Bank makes available to its commercial, business and financial institution customers. The Access Channels do not include portals or other means of access that may be provided by or available through a third party and clearly marked as such.

“Affiliate” means any entity that is directly or indirectly controlled by the Customer through ownership of at least a majority of the equity interests of, or holding voting control over, such entity.

“Applicable Law” means all applicable federal and state laws, rules and regulations as in effect from time to time governing or relating to the Agreement or the Services, including, without limitation, the Operating Rules and the rules of any funds transfer system, and the rules of, and regulations administered by, the Office of Foreign Assets Control of the U.S. Treasury Department.

“Authorized Agent” means an officer or authorized employee or representative of Customer.

“Available Funds” means those funds that are made available for immediate withdrawal in an account with Bank in accordance with Bank’s Funds Availability Policy.

“Banking Day” or **“Business Day”** means a weekday on which Bank’s processing center or Bank office providing the applicable Service is open to the public for the transaction of business.

“Channel Administrator” means each individual appointed by Customer as the Customer administrator for Channel Services on the Implementation Materials or other written instruction.

“Channel Services” means, collectively, the Access Channels and the services, functionality, content and features available for use with or through the Access Channels, but not including the Services themselves.

“Check” means a “check” as that term is defined in Article 3 of the Uniform Commercial Code.

“Credentials” means the user name, personal identification numbers, identification codes, passwords and other identifying and authentication inputs, security token or authentication device, equipment or software that the Customer uses to access the Services.

“Cutoff Time” means the time on any Business Day when Bank will no longer accept Instructions or process transactions (including Payment Orders) for that Business Day and any such Instructions received after such time, if accepted, and transactions processed on that day will be processed as of the next Business Day.

“Designated Account” means a demand deposit, savings, lease, loan, commercial card, transaction or investment account with Bank or other provider of the applicable Service in Customer’s name or to which Customer or any of its Affiliates has been granted access by express authority of the account owner that has been authorized by Customer for access through a Service.

“Entry” or **“ACH Entry”** means a transaction processed through the ACH Network, which includes both Debit Entries and Credit Entries as the context requires.

“Funds Availability Policy” means Bank’s policy, as in effect from time to time, which sets forth when funds deposited into Customer’s Accounts will be available for immediate withdrawal, a copy of which is included with the Account Rules.

“Implementation Materials” means any documents that facilitate the use of a Service, specifications, set-up and sign-up forms provided by Bank, and those completed and submitted by Customer, including electronically.

“Instructions” means a Payment Order, other wire transfer instruction, ACH Entry, file, batch release and other message or instruction or direction to Bank.

“Items” means checks and other items of payment excluding electronic transfers but including substitute checks (where the context allows it).

“Losses” means any and all claims, actions, demands, losses, damages, judgments, liabilities, costs and expenses (including, without limitation, reasonable attorneys’ fees and court costs) and all costs of settlement of claims.

“Mobile Apps” means the applications or “apps” Bank makes available and authorize for downloading by Customer and Users on Mobile Devices.

“Operating Rules” means the Operating Rules and Operating Guidelines of the National Automated Clearinghouse Association (Nacha), the Electronic Check Clearing House Organization (ECCHO) Rules, The Clearing House Payments Company, and the rules of any other national or regional clearinghouse, payment card association (e.g., MasterCard Incorporated), or payment network (e.g., SWIFT, ECCHO, The Clearing House Payments Company L.L.C., Fedwire Funds Service) in effect from time to time and in which Bank participates and uses to provide Services.

“Person” means any natural person or other legal entity, which may include any Affiliate of Customer.

“Processor” means any third-party processors engaged by Bank to provide any part of the Services.

“Security Procedures” means the Credentials, call-back protocols, and other systems or procedures provided by Bank or its Processors for authenticating Instructions, transactions and use of the Services.

“System” means the hardware, software, applications, disks, documentation and materials Bank provides or makes available to Customer for Customer’s use of a particular Service. Any System Bank provides may only be used for the Service for which it is provided.

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

“Users” means personnel, or sets or types of personnel including the Channel Administrator, whose User Rights have been established in accordance with the OCAA.

“Vendor” means any third-party service provider used by Customer in connection with the Services or to whom Customer give access to any Service, including through an Access Channel or the Channel Services.