



Section 18

Agreements

Attached to and made part of the Proposal are applicable SunTrust Bank banking service agreements for the services SunTrust is offering to provide pursuant to the terms of our Proposal. These agreements include the SunTrust Treasury Management Master Agreement, the SunTrust Treasury Management Terms and Conditions (the "Terms and Conditions"), the Rules and Regulations for Deposit Accounts, the Funds Transfer Agreement and any documents referred to in any of the foregoing. The SunTrust banking service agreements included with the Proposal shall constitute the contract for services to be provided pursuant to the RFP. All requested services will be provided pursuant to the terms of the relevant banking service agreement(s) and the terms expressly set forth in the Proposal, subject to further negotiation you may require. Any negotiated changes to our Proposal or in any banking service agreements must be satisfactory to each party, in its discretion. SunTrust has addressed the requirements in the RFP along with certain exceptions, clarifications, or modifications relating to such requirements, and SunTrust only agrees to terms in the RFP as modified by the SunTrust Proposal. SunTrust takes a general exception to any provisions of the RFP regarding SunTrust's obligation to comply with federal, state or local laws, regulations or ordinances that are not otherwise applicable to SunTrust.

Notwithstanding any provision in the RFP relating to the City's right to terminate, cancel, or void the contract or any service for convenience, default, or any other reason, the City's right to end the contract or any services for any reason shall be governed solely by the terms of Section 17 (Term and Termination) of the Terms and Conditions, which provides that the contract or services may be terminated by the City for any reason upon 30 days' notice. SunTrust's termination rights shall be governed by the aforementioned Section 17. The contract shall at all times, during the initial term or any renewal term, be subject to the terms of the SunTrust banking service agreements, including but not limited to the aforementioned Section 17.

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

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

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

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

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

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

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

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

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

(g) Online Services and Software Materials. We may grant to you a nonexclusive, nontransferable, limited license or sublicense to use one or more software programs in connection with certain services. There may be a

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

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

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

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

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

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



TREASURY MANAGEMENT MASTER AGREEMENT

service profile will be implemented either on an "incremental" basis or a "complete replacement" basis, as reflected and to the extent indicated in the service profile.

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

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

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

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

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

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

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

our option) to send a service profile to you as an attachment to an e-mail message, you (a) will be deemed to have confirmed that service profile is correct if we receive an e-mail message to that effect that purports to be from one of your authorized signers, (b) adopt that e-mail message as your electronic signature with the intent to sign that service profile and (c) will be bound by that service profile to the same extent as if one of your authorized signers had printed, signed and given it to us.

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

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

Client Name: _____

Authorized Signer: _____

Print Name: _____

Print Title: _____

Address: _____

E-Mail: _____

Phone: _____

Fax: _____

Date: _____



Treasury Management Terms and Conditions

Table of Contents

Click on an item to jump to the top of the page for that section

Treasury Management Terms and Conditions	1
General Terms and Conditions for All Services.....	2
Account Reconciliation Service.....	9
Accounts Receivable Conversion Service	10
ACH Fraud Control Service	11
ACH Origination Service	14
Cash Concentration Service	24
Cash Vault Service	25
Controlled Disbursement Service	27
Controlled Payment Service	28
eClaim Revenue Gateway Service	29
Electronic Data Interchange.....	32
Enterprise Payment Processing Service	32
Image Cash Letter Service	34
Image Cash Letter Service – Financial Institutions	37
Image Delivery Services	39
Online Bill Consolidator Service.....	40
Online Bill Presentment and Payment Service	42
Online Check Deposit Service	45
Online Courier Service	50
Online File Transfer Service	50
Online Treasury Manager Service	51
Positive Pay and Reverse Positive Pay Service.....	53
Pre-Encoded Deposit Service.....	55
Return Items Transmission (“RIT”) Service	56
Scannable Lockbox Service.....	57
Smart Safe Daily Deposit Posting Service.....	59
Tax Payment Service	60
Universal Payment Identification Code Service.....	61
Wholesale Lockbox Service.....	62
Wire Transfer Service	63
Zero Balance Account Service.....	64
Funds Transfer Agreement.....	64

General Terms and Conditions for All Services

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

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

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

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

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

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

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

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

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

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

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

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

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

limitation, these general terms and conditions and the terms and conditions for that new service).

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

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

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

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

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

Finally, if a service profile indicates that it completely replaces all of your previous service profiles for a service, then only the options identified in that service profile will apply with respect to any of your accounts using

5. Changes to Your Setup. If we agree to change your setup for

that service. None of your previous service profiles for that service are effective and none of the options identified on them will apply with respect to any of your accounts using the service.

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

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

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

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

or illegal activity, or (h) might cause us to violate applicable law or otherwise expose us to liability. We may also suspend your ability to use a service if any of the circumstances described in clause (g) or (h) in the prior sentence occurs.

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

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

of the authorization codes to a particular contact or security administrator with the rest of the authorization codes going to another contact or security administrator. If we do not give all of the authorization codes to a single security administrator, your security administrator must obtain the other portions of the authorization codes from the other contact or security administrator who received them. After obtaining the other portions of the authorization codes, your security administrator is responsible for creating and providing authorization codes for and establishing limits on each user's authority to initiate transactions, access information and use services on your behalf. You are completely responsible for controlling access to and maintaining the confidentiality of the security procedures and authorization codes and you must promptly report any breach of that confidentiality to us. You are also completely responsible for the actions of your contacts, your security administrators, any users to whom we or your contacts or security administrators have provided authorization codes and any other person who has obtained access to your authorization codes. In some cases, a third party vendor may provide the authorization codes on our behalf. We may send the reference materials and any notices regarding a service to your contact(s) for that service as reflected in your service profiles for that service as they are in effect at the relevant time.

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

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

person designated as having authority to act on your behalf (or that gives us or uses an appropriate authorization code) until we receive written notice that his or her authority (or authorization code) has been terminated and we have had a reasonable time to act upon that notice. At our option, we may require written confirmation of instructions that are given orally or by facsimile.

13. Our Online Services and Software Materials.

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

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

(c) Proprietary Rights. Except as otherwise set forth in the online terms, the software materials or the terms and conditions for the

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

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

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

14. Your Equipment, Communications Capabilities and Software. Several of the services require you to have certain equipment, communications capabilities or software. You are responsible for providing and maintaining (at your cost and expense) any equipment, communications capabilities or software (other than software we provide in connection with certain of our services) necessary for any of the services that you use. It is your responsibility to insure that the equipment, communications capabilities and software you select are compatible with those that we use from time to time to provide the services. We have no responsibility if any equipment, communications

capabilities or software that you use is defective or is not compatible with ours, even if you have told us what equipment, communications capabilities and software you intend to use or we have previously approved its use.

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

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

17. Term and Termination. Unless a shorter period of notice is provided in the terms and conditions for the relevant service or we mutually agree to a shorter period of notice, the agreement will continue in effect until either you or we give 30 calendar days' prior written notice of termination to the other party. Any such termination may be for the entire agreement or for a particular service. In addition, we may terminate this agreement or any service immediately and without giving

you prior written notice if (a) you violate this agreement, (b) any representation or warranty you make to us fails to be true and correct in any material respect, (c) we believe in good faith that there has been a material adverse change in your financial or business condition, (d) you make a general assignment for the benefit of creditors or become a debtor in any bankruptcy or other insolvency or liquidation proceeding, (e) we determine that changes in applicable laws, regulations, clearing house rules or funds transfer system rules have made it impracticable for us to perform under the agreement generally or with respect to a particular service or (f) any of the circumstances described in clause (g) or (h) of Section 8 of these general terms and conditions occurs. Even though the agreement may be terminated entirely or with respect to a particular service, all provisions relating to your indemnification obligations, your obligations concerning confidential information and limitations on our liability will continue to apply and will survive termination. You also continue to be liable for any obligations that you incurred prior to the termination of the agreement or any service, those that you incur in the process of terminating the agreement or a particular service and for any outstanding transactions.

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

19. Liability and Indemnification.

(a) Your Duty of Care. You must exercise good faith and ordinary care in performing your obligations under the agreement. In addition, you must promptly examine each written or electronic confirmation, report, periodic statement, notice or other document

related to any services and notify us of any error, omission or other discrepancy reflected in such confirmation, report, periodic statement, notice or document within 30 days (or such shorter period of time specified in the terms and conditions for the relevant service) after we send or make it available to you.

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

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

(d) **Limits on Our Liability.** If we fail to satisfy our duty of care and you have satisfied the conditions to our liability, both as described above, then you agree to the maximum extent permitted by law that our liability to you will be limited to your monetary losses or damages that are a direct result of that failure, up to the lesser of (i) the amount of the transaction to which the error, omission or other

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

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

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

20. **Arbitration.** Either you or we have the right to require that any dispute, controversy or claim arising out of or relating to the agreement or any breach, termination or invalidity thereof, including any dispute concerning the scope of this arbitration clause, be settled by binding arbitration in accordance with Title 9 of the United States Code and the Commercial Arbitration Rules of the American Arbitration Association (the "Rules"). Any arbitration proceeding will be conducted before a panel of three neutral arbitrators, or one neutral arbitrator if the amount in dispute does not exceed \$500,000, all of whom must be attorneys

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

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

22. Miscellaneous.

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

(b) Severability. Any provision of the agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction and to the extent of such invalidity or unenforceability, be deemed replaced with a valid and enforceable provision as similar as possible to the one replaced and all of the remaining provisions of the agreement will remain in full force and effect.

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

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

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

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

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

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

(i) Attorneys Fees. The prevailing party in any proceeding arising out of or relating to the agreement is entitled to recover its attorney's fees and costs, in addition to any other remedy it may be entitled to under applicable law.

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

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

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

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

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

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

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

(q) Authority for Other Entities. If you ask us to include accounts that belong to another person or entity in our implementation

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

(r) Representations and Warranties Related to Trust Accounts. You acknowledge that inclusion of any account which is designated as a trust account, escrow account, "for the benefit of" account, or account of similar designation, in your setup for one or more services may result in access to such account – including use of the funds contained therein and access to information related to the beneficiaries of such account – by any authorized user specified by you. You represent and warrant that such inclusion and such access is not prohibited by any agreement by which you may be bound and does not violate any applicable law or any fiduciary or other duty or obligation you may have with respect to the account or the funds contained in it, and you assume all risks associated with such inclusion and access. You shall indemnify and hold us harmless from any claims, judgments, damages, costs, liabilities, interest, losses or expenses, including reasonable attorneys' fees and court costs and expenses, that arise directly or indirectly from or in connection with such access and inclusion, and for any breach of any representations and warranties contained in this paragraph. You further represent and warrant that no account to be included in your setup of services contains funds that are in any way governed by or subject to the Employee Retirement Income Security Act of 1974 ("ERISA"), and you shall indemnify and hold us harmless from liability for any loss of ERISA funds as a result of use of such accounts. This obligation to indemnify, defend and hold harmless is limited to the extent provided under Section 768.28, Florida Statutes.

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

2. Operation of the Service. You must tell us (in a form that is acceptable to us) which ARP service you desire for each account that is included in your setup for the ARP service. Except as otherwise provided in these ARP terms and conditions or the ARP reference materials, all check, deposit or other information exchanged between us in connection with the ARP service will be transmitted electronically in the format we specify. Check, deposit and other information you send us must be received by us no later than the cutoff time for such

information reflected in the ARP reference materials. You may select a daily, monthly, weekly or bi-weekly statement cycle for each account included in your setup for the ARP service. If you fail to designate a statement cutoff on our ARP calendar, the statement cycle will be monthly with a cutoff at the end of the calendar month.

3. Suspension of Service. You agree that you will be in material breach of these ARP terms and conditions if you repeatedly fail to meet any of the deadlines described above. In addition to any other rights we may have under the agreement or applicable law, we may immediately suspend your use of the ARP service.

Accounts Receivable Conversion Service

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

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

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

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

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

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

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

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

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

8. ACH Origination Service and Scannable Lockbox Service. These ARC service terms and conditions are expressly made a part of the terms and conditions of the ACH origination service terms and

conditions and SLB service terms and conditions. Terms defined in the terms and conditions for the ACH origination service have the same meanings when used in these ARC service terms and conditions, and terms defined in the terms and conditions for the SLB service have the same meanings when used in these ARC service terms and conditions. If there is any inconsistency on a particular issue between these ARC service terms and conditions and the terms and conditions of the ACH origination service or the SLB service, these ARC service terms and conditions will control.

ACH Fraud Control Service

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

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

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

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

(c) Single Entry Option. If you would like to generally block all incoming ACH debit entries from posting to an account, but would like to set up one or more authorizations to allow particular ACH debit entries to post to that account on a one-time or "single entry" basis, then you may select the single entry option for that account and provide us

the required information for the single entry entries. Once we have posted an entry to which a single entry authorization applies, that authorization expires and we will block any future instance of that entry unless you establish an authorization to allow that future instance.

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

3. OAC Service Option Functionality.

(a) Accepting or Declining a Rejected Entry.

(i) If an ACH entry is received for posting to an account that you have included in your setup of the OAC service option, as reflected in your AFC service profiles as they are in effect at the relevant time, and that entry is the type of entry, either debit or credit, that you have elected to block for that account, as reflected in our records at the relevant time, and is not allowed to post under an authorization you have in effect for that account at that time (whether the authorization was set up "manually" by confirming a service profile

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

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

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

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

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

authorization maintenance request submitted without use of dual verification.

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

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

(f) Authorization Codes and Security Procedures. The security procedures for the OAC service include the requirement that each of your users is required to enter that user's authorization codes to

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

4. SunTrust Entries. If you use the AFC service with respect to an account that you use to settle incoming ACH debit entries for certain transactions with us or certain of our third party vendors, then you will need to authorize those entries on a standing order basis in one or more AFC service profiles. Transactions subject to this requirement may include cash concentration debits, automated loan and lease payments, check order payments, merchant card settlements, collections, and transfers. You are responsible for having up-to-date and accurate authorizations in effect for all ACH entries you wish to have post to the accounts you have set up for the AFC service, including but not limited to incoming ACH debit entries for transactions with us or our vendors. If you fail to authorize entries for these transactions on a standing order basis, then those entries may be blocked and you may incur additional fees, interest and charges. Note that in some cases, incoming ACH debit entries for certain transactions with us or our vendors may still post to your account, even if you have not authorized those entries on a standing order basis.

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

need to confirm an AFC service profile that adds a full debit/credit block option or the OAC service option for that account. Conversely, if you are not using the OAC service option for the AFC service and you confirm an AFC service profile that deletes the last authorization set up under a single entry option for an account (and there is not otherwise an authorization set up under standing order option in effect for the that account), we will convert your single entry option into a full debit/credit

block option for that account, blocking ACH debits from posting to that account. If you want to permit incoming ACH debits to post to that account, you will need to confirm an AFC service profile that deletes the full debit/credit block option for that account or adds an authorization under a standing order or single entry option to your AFC service setup (or adds the OAC service option and establish authorizations through it).

ACH Origination Service

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(o) "Protected Information" means the non-public personal information, including financial information, of a natural person used to create, or contained within, an entry and any related addenda record.

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

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

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

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

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

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

6. Our Processing of Entries. Except as provided later in this section with respect to on-us entries, we will process entries and instructions that we receive from you and then transmit those entries as the ODFI to an ACH operator. We will transmit the entries to the ACH operator by its deposit deadline prior to the effective entry date shown in the entries so long as the ACH operator is open for business on that day and we receive the entries prior to (a) our cut-off deadline and (b) the number of days required in the ACH origination reference materials to meet the effective entry date shown in the entries. For entries that we receive after those times, we will use reasonable efforts to transmit the entries by the ACH operator's next deposit deadline on a business day on which the ACH operator is open for business. If we receive an on-us

entry from you, we will credit or debit the receiver's account for the entry amount on the effective entry date so long as we receive the entry prior to (a) our cut-off deadline and (b) the number of days required in the ACH origination reference materials to meet the effective entry date shown in the entry. For an on-us entry that we receive after those times, we will use reasonable efforts to credit or debit the receiver's account on the business day following such effective entry date. If the effective entry date shown in an entry that we receive from you is not a business day, we will process that entry as if the effective entry date for that entry was the next business day following the requested effective entry date.

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

8. Suspension and Rejection of Entries. We may suspend processing of and/or reject an entry, batch or file that (a) does not comply with the rules, the general terms and conditions, these ACH origination terms and conditions, the ACH origination reference materials or the security procedures or (b) contains an effective entry date more than 14 calendar days after the day we receive it. We may suspend processing of and/or reject an on-us entry for any reason that would allow that entry to be returned under the rules. We may also suspend processing of and/or reject an entry, batch or file if you fail to comply with any of your obligations under these ACH origination terms and conditions, including your obligation to maintain sufficient available balances in the designated account(s). We may suspend processing of an entry, batch or file without giving you notice. If we reject a batch or an entire file of entries, we will notify you no later than the business day on which the batch or file would have been transmitted to the ACH operator for processing. If an individual entry is rejected, it will be reported with your returns. If we reject an entry, batch or file, you may be required to resend it.

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

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



You agree to reimburse us for any expenses we may incur in attempting to honor your cancellation request. If you request a cancellation, we will use a reversing entry in an effort to honor your request except in limited circumstances where we have the capability to delete the entry, batch or file.

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

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

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

14. Online ACH Control Service.

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

(b) OAC Service Option Functions.

(i) Control Totals.

(A) Through the control totals function of the OAC service option, you may submit control totals to verify the total dollar

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

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

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

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

(ii) File Inquiry.

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

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

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

included in any function of your setup of the OAC service option and for which you have authorized that user for the file inquiry function.

(iii) Calendar Monitoring.

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

(B) To set up a new calendar for the calendar monitoring function, you must first request (in a form acceptable to us) for us to set up a blank calendar for an application included in your setup of the calendar monitoring function. As part of that calendar setup, you must provide us with the window(s) of time (between our ACH processing windows) in which you expect to transmit your files to us and the number of files you expect to transmit under that calendar on a day. Once we have set up one or more blank calendars for an application included in your setup of the calendar monitoring function, you can set the dates you expect to submit a file to us on any of those calendars and view and change the dates on any of those calendars through the calendar monitoring function. Before the end of each year, we will set up each of your calendars as a blank calendar for the applicable application in the following year and use the same windows of time you designated for each calendar as the windows of time in which you anticipate transmitting your files to us (and the same number of files you expect to transmit on a day under that calendar). Once a calendar has been set up for an application for the following year, you will need to set each of the dates on which you expect to transmit a file.

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

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

calendar as the time you anticipated transmitting a file to us, we will send an email to each user you designate that a file was submitted on a date or at a time that was not scheduled as a date or the time you expected to send a file to us. That email alert would be sent after we completed our processing for that ACH processing window. Each of the email alerts available for the calendar monitoring function will be sent to each of the users set up in the OAC service which you have designated to receive that type of alert. You agree, however, that we will not have any liability if we fail to send to any one of those designated users or any one of those designated users does not otherwise receive one of those alerts.

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

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

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

OAC security administrator may terminate administration entitlements of any other OAC security administrator directly through the OAC service, including your initial OAC security administrator you designated on your service profiles for the OAC service. We will provide the initial authorization codes for use by your initial OAC security administrator identified in your service profiles for the OAC service as they are in effect at the relevant time. We will deliver these authorization codes directly to your initial OAC security administrator.

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

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

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

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

into an EDI format, your authorized representative will be required to provide control totals to our EDI department by a method that is acceptable to that department. If you use a third-party processor that sends your entries to us in a file that also contains entries being initiated on behalf of other clients, then your third-party processor may give us control totals on an aggregate basis for all entries contained in that file.

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

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

(e) Cancellation Requests. Instructions canceling an entry may be delivered by a facsimile or through certain online services. We may verify or authenticate any instructions by calling the authorized representative giving us the instructions or by any other means we believe to be reasonable in the circumstances, but are under no obligation to do so. We will have no liability for acting on instructions we believe in good faith to have been given by an authorized representative.

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

16. Security Requirements. In addition to complying with the security procedures in Section 15 above, you are required to establish, implement, and, as appropriate, update security policies, procedures, and systems related to the initiation, processing, and storage of entries. These policies, procedures and systems must:

(a) Protect the confidentiality and integrity of Protected Information;

(b) Protect against anticipated threats or hazards to the security or integrity of Protected Information; and

(c) Protect against unauthorized use of Protected Information that could result in substantial harm to a natural person.

Such policies, procedures and systems must include controls that comply with applicable regulatory guidelines on access to all systems you use to initiate, process and store entries.

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

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

19. Additional Representations for Specific Entry Types. The rules contain special requirements and impose additional obligations on us when we act as your ODFI with respect to certain entry types. As a result, we must obtain additional agreements and representations from you with respect to those entry types. Those additional agreements and representations are set forth for each entry type below. If you send us any of the entry types described below, you automatically make the additional agreements and representations to us that are set forth for that entry type below.

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

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

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

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

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

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

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

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

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

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



for the entry, other than to correct errors relating to MICR misreads, misencoding or processing rejects;

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

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

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

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

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

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

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

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

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

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

- (A) Contains a pre-printed serial number;
- (B) Does not contain an Auxiliary On-Us Field in the MICR line;
- (C) Is in an amount of \$25,000 or less; and
- (D) Was completed and signed by the receiver.

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

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

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

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

(D) Third-party checks or sharedrafts;

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

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

(G) Checks drawn on an investment company;

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

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

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

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

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

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

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

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



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

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

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

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

(A) All source documents until they are destroyed;

and

(B) All banking information relating to BOC Entries.

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

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

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

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

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

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

entry prior to it settling in the receiver's account, to provide notice to the receiver of the receiver's recourse and other provisions relevant to the receiver, and to obtain a separate authorization from the receiver for each debit entry initiated at sporadic times, instead of set intervals.

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

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

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

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

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

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

not originated in accordance with the receiver's authorization, the receiver's authorization was revoked, a required notification was not given in sufficient time before the entry was processed to the account of the receiver, or no valid authorization ever existed between the receiver and you. This obligation to indemnify, defend and hold harmless is limited to the extent provided under Section 768.28, Florida Statutes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(v) For an authorization relating to recurring TEL entries, you will comply with the requirements of Regulation E for the authorization of preauthorized transfers, including the requirement to send a copy of the authorization to the receiver;

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

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

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

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

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

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

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

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

(v) You have used encryption for transmittal of banking information related to any entry or you have established a secure Internet session with the receiver of the entry, in either case utilizing commercially reasonable security technology providing a

level of security that, at a minimum, is equivalent to 128-bit encryption technology prior to the receiver's key entry and through transmission to the originator of any banking information, including, but not limited to, any entry, the receiver's routing number, account number and PIN number or other identification symbol;

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

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

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

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

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

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

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

(iii) If you have satisfied the requirements for authorization of a Return Fee Entry by providing notice to the receiver at the time that the underlying entry was authorized or the original

item was accepted, the notice included the following, or substantially similar, language:

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

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

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

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

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

21. Notices. Oral notices or communications relating to entries, instructions and these ACH origination terms and conditions must be given (a) if to us, to your treasury management sales officer, treasury management customer service specialist or as otherwise provided in these terms or conditions or the ACH origination reference materials and (b) if to you, to the telephone number you provide in your ACH origination service profiles as they are in effect at the relevant time. Written notices, instructions, directions, confirmations, verifications, or other communications with respect to entries and these ACH origination terms and conditions must be given (a) if to us, to your treasury management sales officer, treasury management customer service specialist or as otherwise provided these terms or conditions or the ACH origination reference materials and (b) if to you, at the address reflected in our records. You and we may both change our telephone number(s) or address(es) by giving written notice to each other.

Cash Concentration Service

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

the CashCon service are provided in the CashCon reference materials as they are updated from time to time.

2. Functioning of the CashCon Service. Under the CashCon Service, we act as the originating depository financial institution or "ODFI" with respect to debit entries that you send us or that are sent to us on your behalf that are directed to your accounts at other financial

institutions that you have identified (in a form acceptable to us) and we have included in our implementation of your setup for the CashCon Service. The accounts that you maintain at other financial institutions are referred to as the "reporting location accounts". Debit entries directed to a reporting location account are referred to as "concentration" entries. You will be the "originator" for each of those entries. Your use of the CashCon service is subject to the terms and conditions for the ACH origination service.

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

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

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

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

(b) ID Number, Location Code or Location. We will also give you an authorization code(s) for each reporting location account that we have included in our implementation of your setup for the CashCon service. The voice response system and our live operators may refer to this code as the ID number, the web site may refer to it as the location code and the corporate control service may refer to it as the location. Each ID number, location code or location is limited to initiating

concentration entries to a particular reporting location account. You must use the appropriate ID number, location code or location to send us a concentration entry through any delivery method for each reporting location account that we have included in your setup for the CashCon service.

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

(d) Division Code and Password. For the corporate control service, we will give you two authorization codes that the corporate control service may refer to as a division number and division password. The division number and division password are unique to you, but are not unique to any particular reporting location account. You must use the company number, division number, division password and the appropriate location to log onto the corporate control service and send us a concentration entry for each reporting location account that we have included in your setup for the CashCon service.

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

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

Cash Vault Service

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Your Obligations in Making Deposits.

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

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

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

4. Our Obligations for Processing Deposits.

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

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

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

reserve the right to reduce cash orders to maintain our inventory of coins and currency.

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

7. Risk of Delivery.

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

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

8. Contaminated and Mutilated Coins or Currency.

(a) Contaminated currency must be delivered to us in a separate sealed, tamper-evident disposable deposit bag, clearly labeled as "Contaminated Currency." You must provide documentation stating the type and extent of the contamination, a breakdown by denomination of the currency and a deposit slip for the declared value. The deposit bag and 2 copies of the required documentation must be placed in a second sealed, tamper-evident, disposable deposit bag with stated

value recorded on the bag. We will forward the deposit of contaminated currency to the Federal Reserve Bank for processing. Once the Federal Reserve Bank has provided confirmation of value, we will credit your account for the value assigned.

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

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

(d) We may refuse to accept any contaminated or mutilated coins or currency unless we have given our prior approval for the delivery of such coins or currency. If any contaminated currency or mutilated coins or currency is included in a deposit and not contained in separate marked deposit bag, we may refuse to process all or part of the deposit, may return the deposit or the contaminated currency or mutilated coins or currency contained in the deposit or may refuse to give credit for the contaminated currency or mutilated coins or currency, and we will charge the account for the amount of any contaminated currency the Federal Reserve Bank has refused to process for which your account was given provisional credit. We have no liability for the amount of any contaminated currency or mutilated coins or currency included in any deposit and not contained in a separate marked deposit bag as required above.

Controlled Disbursement Service

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

2. Operation of the CDA Service.

(a) As a part of our implementation of your setup for the CDA service, we will provide you with a set of specifications that checks

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

specifications. You may not issue checks against a disbursement account until you have received a notice from us that your sample checks for that account are acceptable.

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

(c) You understand that we provide presentment information to you solely to assist you in funding your disbursement accounts. The CDA service does not relieve you of the obligation to fund your disbursement accounts appropriately. As a result, you agree to have sufficient available funds on deposit in each disbursement account to pay all checks presented against that account, whether or not we have notified you of the presentment of those checks. If the presentment information is not available by the reporting time, you should consider using an estimate based on historical information. The disbursement account may be funded by a transfer of available balances from another account with us, a wire transfer of funds from an account at another financial institution, or an approved line of credit from us. Whatever method is used, we must receive that funding by the funding deadline(s) that we separately disclose to you from time to time. In the event a disbursement account is not adequately funded on the date of presentment, we may return items for which there are not sufficient

funds or, if we have previously approved a line of credit to you, we may extend credit to you in an amount sufficient to cover such items.

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

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

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

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

Controlled Payment Service

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

2. Operation of the CPR Service.

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

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

a result, if you make the business decision of not providing information in your issue file with respect to all available check attributes, you agree that, in addition to the other limits on our liability provided in these CPR terms and conditions, we will not be liable for paying any check that is fraudulent with respect to the attributes for which you failed to provide us information, so long as we otherwise satisfied our duty of care with respect to the other aspects of the CPR service in processing that check.

(b) As part of the CPR service, we will also make your issue files available to our branches to assist our tellers in cashing checks. This is referred to as "teller access." We provide teller access because fraud involving checks presented to tellers for cashing is a common form of check fraud. Using our teller access service is a good way to defend against that form of fraud. If a check presented for payment over the counter in one of our branches against an account that uses teller access (i) is presented before we have received and processed an issue file for such check or (ii) is a mismatched check, we will attempt to obtain approval for payment of the mismatched check by calling one of the people you must designate as a "telephone representative" for the relevant account in your CPR service profile(s) in effect at the relevant time. We will make one attempt to call each telephone representative for the relevant account until we have reached one of them. Each telephone representative is authorized to instruct us to pay or return any mismatched check. If the telephone representative we contact instructs us to pay the check, then you have authorized us to post, finally pay and charge the check against the relevant account. If we are unable to contact a telephone representative, or the telephone representative we contact does not instruct us to pay the mismatched check, then you have authorized us to return the check to the person presenting it to us. Our documentation showing that we contacted or attempted to contact your telephone representatives will be conclusive evidence as to the reason for the action we took. If you do not name at least one telephone representative for each account for which you have elected the CPR service or you fail to keep the telephone representative information reflected in the relevant service profile up to date, you will be deemed to have "opted out" of the teller access service for that account and you agree that we will not have any liability for paying any check presented over the counter in one of our branches, whether or not such check bears a forged or unauthorized signature or is counterfeit, altered or otherwise fraudulent or not validly issued, so long as we otherwise process that check in accordance with our standard check cashing procedures.

3. Transmission of Information. We will transmit information regarding mismatches to you by using certain of our online services. You must transmit your issue files and your pay or return decisions to us by using certain of our online services. Your issue files and pay or return decisions must be in a format we have approved. There may be unique situations where the relevant online service is not available. If that occurs then a mutually agreed-upon alternative delivery method and process will be used to provide the relevant information to you and for you to provide your issue files and/or your pay or return decision to us.

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

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

eClaim Revenue Gateway Service

1. Description of the eClaim Service. The SunTrust eClaim Revenue Gateway or "eClaim" service facilitates healthcare revenue cycle management by presenting information that allows you to manage your healthcare transaction data. The eClaim service allows you to reconcile your health care claims data with electronic remittance advices and other payment data received from third-party payers and patients. Claims, remittance advices, and payment data are posted to the eClaim Revenue Gateway website in a user friendly (human readable) format

for archiving, research, and reporting. Features of the eClaim service are described generally in these terms and conditions. Further details regarding functionality of the eClaim service and information regarding certain formatting, security, and other technical requirements you must follow are provided in the eClaim reference materials. The eClaim service profile(s) that you complete reflect certain instructions you have given us regarding your setup of the eClaim service, including but not limited to the account(s) linked to the eClaim service, the security

administrator(s) you have identified, and the service features you have selected. Certain additional information and instructions you give us regarding your setup of the eClaim service will be recorded in our internal implementation/setup forms. Before you may begin using the eClaim service, you must confirm (in a manner acceptable to us) that your service profiles are correct, and you must provide all additional information that we require to complete your setup of the eClaim service.

2. Claims Reassociation, Reconciliation and Posting. To allow for reassociation of previously submitted claims to the payment data received in or submitted to the eClaim service, you must submit a file containing electronic copies of your health care claims data (relating to claims generated through your practice management system or hospital information system which you have separately submitted to payers for payment) to the eClaim service. You must submit your electronic claims file to us in ANSI 837 format or other format that we have approved. The claims will then be posted to the eClaim Revenue Gateway Website for reassociation and reconciliation with payment data received in the eClaim system.

3. Third-Party Payer Enrollment. To receive electronic remittance advices (ERAs) through the eClaim service from a third-party payer participating in that feature of the eClaim network, you must enroll the applicable provider with the participating third-party payer through the eClaim service. A list of third-party payers that participate in the eClaim network is provided in the eClaim reference materials. If you elect to enroll a provider with a participating third-party payer, we will assist you in the enrollment process as described in the eClaim reference materials.

4. Electronic Payment Data Processing. The types of electronic payment data that can be submitted to the eClaim service for claims reassociation, reconciliation, archiving, research, and reporting include the following: (a) ERA files sent to the eClaim service by a participating third-party payer who has been enrolled with the applicable provider as described in Section 3 above; (b) ERA files you have received directly which you then submit to the eClaim service according to instructions provided in the reference materials; and (c) ACH credit entries or other electronic funds transfers (with addenda records relating to claims information) that are received in any account that is included in your setup of the eClaim service. To allow for reassociation with claims, the electronic payment data must contain details of the relevant claim that is being paid or denied, according to any specifications included in the reference materials. Once electronic payment data is received in the eClaim service, the eClaim service will reformat (as needed) the data into ANSI 835 format or other format that we have approved, and consolidate the electronic payment data into one or more remittance files (each, a "remittance file") according to the file specifications you have provided to us as set forth in the implementation/setup form(s). The eClaim service will reassociate and reconcile the information in the remittance file(s) to the claims data you have submitted to the eClaim service. We will make the remittance file(s) available to you through a secure, direct file transmission and/or through the eClaim Revenue Gateway Website by the reporting times we have established with you

and as set forth in the implementation/setup form(s) and/or the reference materials.

5. Lockbox Payment Data Processing. If you elect to integrate the eClaim service with one or more of your lockboxes, then the eClaim service enables you to electronically receive (a) data from paper explanations of payments (EOPs) and explanations of benefits (EOBs) sent by third-party payers to the lockbox; (b) data regarding check or credit card payments sent by third-party payers to the lockbox; and (c) data regarding patient check or credit card payments made through the lockbox. If you elect to integrate the eClaim service with a lockbox we provide you under our lockbox services, your use of the lockbox in connection with the eClaim service is subject to the terms and conditions for lockbox services as modified by these eClaim terms and conditions. Upon our prior approval, which may be granted or withheld in our sole discretion, we may allow you to integrate the eClaim service with a lockbox provided by another financial institution or company. In such case, that financial institution or company must send or make available a daily electronic image file of the information received in your lockbox (a "lockbox image file") to the eClaim service using a secure transmission method and according to the instructions provided in the reference materials. We will process each paper EOP, EOB, invoice remittance document or "coupon", check, draft, money order and other miscellaneous correspondence that is received in your SunTrust lockbox or, for lockboxes provided by a third-party that we have permitted you to integrate with the eClaim service, that is included in the lockbox image file sent to the eClaim service. For payment data received in the lockbox from third-party payers, we will extract the information necessary to generate an ANSI 835 file, and reformat the information into ANSI 835 format. For payment data received from patients and for miscellaneous correspondence received in the lockbox, we will extract the information according to the specifications you have provided to us as set forth in the implementation/setup form(s) and reformat the information into a type of electronic format we have approved. The lockbox payment data will then be consolidated into one or more remittance files according to the file specifications you have provided to us as set forth in the implementation/setup form(s). The eClaim service will reassociate and reconcile the information in the remittance file(s) to the claims data you have submitted to the eClaim service. We will make the remittance file(s) available to you through a secure, direct file transmission and/or through the eClaim Revenue Gateway Website by the reporting times we have established with you and as set forth in the implementation/setup form(s) and/or the reference materials.

6. Reporting Options. The eClaim service offers various reporting options through the eClaim Revenue Gateway website, as described in the eClaim reference materials.

7. Data Transmission, Security Administrators, and Authorization Codes.

(a) Data Transmission. To send or receive certain electronic health care data to or from the eClaim service through your practice management system or hospital information system, you must (i) establish a secure, direct file transmission with us, and/or (ii) send or

receive data through the eClaim Revenue Gateway Website. Details regarding system compatibility requirements, file transmission options, access requirements, and security procedures that must be followed when sending or receiving electronic health care data to us or from us are provided in the eClaim reference materials. Any file transmitted from you in accordance with such procedures will be deemed to be your authorized file. You agree to comply with the security procedures described in these terms and conditions and the reference materials when using the eClaim service. You are solely responsible for establishing security procedures to maintain control over which of your users are authorized to send or receive health care data to or from the eClaim service, and which of your users have access to health care data through the eClaim service or through your practice management system or hospital information system.

(b) Security Administrators. You must designate one or more persons who will act as your initial eClaim security administrator(s). Your initial eClaim security administrator(s) will be identified in your eClaim service profile(s). Each of the initial eClaim security administrators may also set up one or more additional eClaim security administrators, pursuant to instructions provided in the reference materials, who in turn can establish additional security administrators. Therefore, in addition to the eClaim security administrators that are reflected in your eClaim service profile(s), the term "eClaim security administrator" includes any other user who is granted administration entitlements by any current eClaim security administrator. In addition to any of the rights and responsibilities of an eClaim security administrator described in these eClaim terms and conditions or any eClaim reference materials, each of your eClaim security administrators will have all of the rights and responsibilities described in the general terms and conditions. Each of your eClaim security administrators has the ability to create authorized users, according to instructions provided in the reference materials, and to establish each user's right to use certain functionality of the eClaim service. In that regard, each of your eClaim security administrators may grant any user authorized to use the eClaim service, including themselves, access to any functionality available in the eClaim Revenue Gateway Website. **Given the ability of a security administrator to grant administrative and user access rights to others, and the potential cascading of administrative and access rights, you must institute appropriate internal controls and procedures to appoint your initial security administrator(s) and to routinely monitor the actions of your security administrator(s) and those individuals to whom your security administrator(s) has given administrative or user access rights.** You may terminate administration entitlements of any eClaim security administrator according to the instructions provided in the reference materials. We will provide security administrator authorization codes directly to the initial security administrator(s) identified in your eClaim service profile(s).

(c) Authorization Codes. To log onto the eClaim Revenue Gateway Website, each of your users is required to enter that user's authorization codes. No user should give his or her authorization codes to any other person or use them anywhere other than within the eClaim service. The user's initial authorization codes to access the eClaim

Revenue Gateway Website will be supplied as described in the eClaim reference materials. You are solely responsible for developing appropriate checks and balances to effectively control and monitor the use of the eClaim service and authorization codes by all users, including but not limited to each of your eClaim security administrators. At our option, we may request, but we shall not be responsible for requiring, that a user provide additional information or use other additional security procedures to authenticate that user.

8. Use of Third-Party Suppliers and Clearinghouse Status. We utilize the services of one or more third-party suppliers in providing the eClaim service. As a result, you agree that unless the context clearly indicates otherwise, each reference to "we," "us" and "our" in any provision will be deemed to include the relevant supplier. In addition, one or more of those third-party suppliers may (a) process or facilitate the processing of health information received from another entity in a nonstandard format or containing nonstandard data content into standard data elements or a standard transaction or (b) receive a standard transaction from another entity and process or facilitate the processing of health information into nonstandard format or nonstandard data content for the receiving entity. These actions may cause one or more of those third-party suppliers to be classified as a health care clearinghouse for purposes of 45 C.F.R. § 160.103. However, you acknowledge and agree that neither the actions of one or more of those third-party suppliers nor any provision of these eClaim terms and conditions shall cause SunTrust Bank to be treated as a health care clearinghouse within the meaning of 45 C.F.R. § 160.103.

9. Additional Information. The eClaim reference materials referred to herein will be made available to you through an Internet-based microsite for this service or otherwise provided to you. The reference materials may include, among other documents, a user manual for eClaim security administrators and a separate user manual for other users of the eClaim service. We may update the reference materials from time to time. In addition to any other disclaimers or limits on our liability in the agreement, you acknowledge and agree that we have no responsibility for (a) your use of payment data or other information you choose to upload and/or access through the eClaim service to perform any management, tracking and/or reconciliation of claims functions, (b) the accuracy, integrity, legality, reliability, or appropriateness of any data submitted to us by you, a third-party payer, or a third-party lockbox provider that is uploaded to the eClaim service, or (c) the failure of any third-party lockbox provider to send your lockbox image file to the eClaim service according to the instructions and by the deadlines set forth in the reference materials. You also agree that you must comply with all requirements of the Health Insurance Portability and Accountability Act as amended from time to time and all related rules and regulations applicable to you while using the eClaim service.

10. Authority for Other Entities. If you ask us to implement a setup of your eClaim service for another person or entity, then you represent and warrant to us that the other person or entity has given you authority to add that person or entity to your setup of the eClaim service, including without limitation authority to submit or receive health care data and claims information of that person or entity to or from the

eClaim service and to access any information and accounts of that person or entity through use of the eClaim service to the same extent as if you owned that information and/or accounts.

Electronic Data Interchange

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

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

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

lockbox service and/or wholesale lockbox service to you in various formats.

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

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

Enterprise Payment Processing Service

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) **Control Totals.** Each time you submit a payment data file, we will notify you by email when we receive the file. Upon receipt of this email, you must access our online services, as more specifically described in your EPP service profile, and verify the number of check print entries, the number of ACH credit entries, the aggregate dollar amount of all ACH credit entries and the aggregate dollar amount of all check entries (the "control totals"). In addition, you must submit a transmittal form to us indicating the total amount of ACH credit entries in the payment data file.

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

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

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

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

8. **Creation of Issue File for Positive Pay, Account Reconciliation, or Controlled Payment Service.** You may elect for the printed check information included in your payment data file to be used by us to create a Positive Pay, Account Reconciliation or Controlled Payment issue file on your behalf to be used in connection with one of those services. If you make this election, we must have agreed to provide you the

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

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

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

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

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

1. Description of the ICL Service. The SunTrust Image Cash Letter or "ICL" service is intended to allow you to transmit to us for deposit files of electronic images of batches of checks (and associated information describing each check) and check total information, each file an "image cash letter," in place of forwarding the original checks to us for deposit. Details regarding ICL's functionality and certain formatting and other technical requirements that you must follow when using the ICL service are provided in the "ICL reference materials" as we update them from time to time. The ICL service is intended for transmission of your electronic images and associated information in one file, not as separate transmissions. The ICL service may also encompass image quality analysis adjustments, image integrity analysis adjustments, duplicate item or duplicate file adjustments and return item adjustments (all as defined in the ICL reference materials) being sent to you. The ICL service may not be used outside the United States without our prior written approval or to transmit an electronic image of a remotely created check (as that term is defined in Regulation CC). These ICL terms and conditions do not otherwise affect any other agreement between you and us relating to deposits of original checks.

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

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

(b) You must transmit each image cash letter to us through one of our online services which support the transmission of image cash letters. To submit an image cash letter to us through an online service, you are required to comply with the security procedures for that online service. Any image cash letter transmitted to us in accordance with those security procedures will be deemed an image cash letter of yours, whether or not you actually authorized it. Transmission times, image file

receipt times, other applicable deadlines and transmission locations are set forth in the ICL reference materials and/or your ICL service profiles as they are in effect at the relevant time.

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

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

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

(ii) Image – Same as above

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

All files must be sent to us through our Online File Transfer service. You must send a notification to the designated e-mail address as identified in the ICL reference materials, which must include your name, image cash letter file total dollar amount and image cash letter file total item count. Federal Reserve Bank's Image Quality Assurance (IQA) Settings should be adhered to at minimum. This includes the parameters of images relative to length, height, corners, document skew, darkness/lightness, noise and image size compression. These image quality standards are provided in the reference materials. Authentication will be conducted through the Online File Transfer log in process utilizing security procedures and authorization codes. Image Quality Adjustment Detail reporting will be facilitated through the use of our Online Courier service if you elect to use that service.

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

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

(g) You agree to make original checks available to us promptly upon our reasonable request. You agree that you will not capture more than one image of (or associated information regarding) any original check and that you will not negotiate, deposit or otherwise transfer any original check to us or to any other person or entity after you have captured an image of (or associated information regarding) it. You also agree that (i) you will not transmit an image of (or associated information regarding) any original check to us more than once (unless that item has been returned to you by us for corrective action), (ii) you will not transmit an image of (or associated information regarding) any original check to us that you previously transmitted to any other person or entity, (iii) you will not transmit an image of (or associated information regarding) any original check to any other person or entity after you have transmitted it to us; (iv) you will not transmit an image of (or associated information regarding) any original check to us if that check has been used as a source document for the initiation of an ACH or other electronic debit; and (v) you will not use any original check as a source document for the initiation of an ACH or other electronic debit after you have transmitted an image of (or associated information regarding) that check to us. You agree to use commercially reasonable security procedures to safeguard the original checks, images and associated information in your possession.

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

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

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

3. Your Representations and Warranties. You make all of the representations and warranties to us with respect to each electronic check image and associated information that you transmit to us that you would have made if you had deposited the original check into your account. In addition, you represent and warrant to us with respect to each image of and associated information that you transmit to us that (a) the image and associated information (i) accurately represent all of the information on the front and back of the original check at the time the image and associated information were captured and (ii) are otherwise sufficient for us to satisfy our obligations as the truncating

and/or reconverting bank and (b) no person or entity will receive a transfer, presentment or return of, or otherwise be charged for, (i) the original check, (ii) an electronic item or substitute check that we create from the image and associated information, or (iii) a paper or electronic representation of the original check or of a substitute check that we create from the image and associated information, such that the person or entity will be asked to make a payment based on a check that it has already paid.

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

or funds transfer system), judgments, disputes, costs, charges and expenses (including litigation expenses, other costs of investigation or defense and reasonable attorneys' fees) which relate in any way to (a) the receipt by any person or entity of (i) an electronic item, (ii) a substitute check or (iii) a paper or electronic representation of the original check or the substitute check that we create from an electronic check image and associated information that you transmit to us, instead of the original check, or (b) any encoding error on any check included in an image cash letter, or (c) any duplicate item or duplicate file created or authorized by you, or (d) the delayed processing of any returned items by any subsequent bank for any items that were processed as electronic items, or (e) a remotely created check being included in an image cash letter. This obligation to indemnify, defend and hold harmless is limited to the extent provided under Section 768.28, Florida Statutes.

Image Cash Letter Service – Financial Institutions

1. Description of the ICL-FI Service. The SunTrust Image Cash Letter service for financial institutions or "ICL-FI" is intended to allow you to transmit to us for deposit files of electronic images of batches of checks (and associated information describing each check referred to as "presentment notice") and check total information, each file an "image cash letter," in place of forwarding the original pre-encoded check deposits to us for deposit. Details regarding ICL-FI's functionality and certain formatting and other technical requirements that you must follow when using the ICL-FI service are provided in the ECCHO Rules, Section XIX and in the "ICL-FI reference materials" as we update them from time to time. By using this service, you agree to be bound by the Electronic Check Clearing House Organization Operating Rules referred to as "ECCHO Rules" for these electronic image transactions and we will sponsor your membership if you are not currently a member of ECCHO. Unless otherwise agreed upon, you will be charged for the ECCHO sponsorship fees. Unless otherwise indicated, terms used in these ICL-FI terms and conditions shall have the meanings ascribed to such terms in the ECCHO Rules. The ICL-FI service is intended for transmission of your presentment notice and electronic images in one file, not as separate transmissions. The ICL-FI service also encompasses image quality analysis adjustments and return items processing sent to you. The ICL-FI service may not be used outside the United States without our prior written approval or to transmit an electronic image of a remotely created check (as that term is defined in Regulation CC). These ICL-FI terms and conditions do not otherwise affect any other agreement between you and us relating to exchanges under the ECCHO Rules or deposits of original checks.

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

(a) Each electronic check image included in an image cash letter is an "item" under the Uniform Commercial Code, a "check" under Regulation CC and an "item" under ECCHO Rules which must be an exact image of the front and back of the original check with full MICR line information. You must endorse the original check or the electronic

check image with the bank of first deposit endorsement in accordance with the ANSI endorsement requirements, ECCHO Rules and ICL-FI reference materials. Each image cash letter must be formatted, including the batching of images, as provided in the ECCHO Rules and the ICL-FI reference materials. To be eligible for processing, an electronic check image must meet the items eligible for exchange requirements as outlined in the ECCHO Rules, Section III (A). The ECCHO Rules require, at a minimum, that the item be a negotiable item, and all characters in all MICR fields present on the document must be readable. This will allow you to capture the information required for the image cash letter. Repair of the MICR line on documents in order to make the items eligible for processing must be done with responsibilities assigned as outlined in ECCHO Rules, Section III(B). It is not acceptable to pass digit errors (represented by an * within a MICR field) on a file forwarded to us. All fields on the document must be repaired prior to forwarding any files. Repair of the MICR line fields will be governed by ECCHO Rules.

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

(c) Each image of (and associated information regarding a check) included in an image cash letter must meet our quality standards for processing an image for deposit as described in the ECCHO Rules and the ICL-FI reference materials. Those standards are referred to in these ICL-FI terms and conditions as the "ICL-FI standards." We may add to or change the ICL-FI standards at any time immediately upon notice to you. Once we receive your image cash letter, our systems will process each image and associated information included in that image cash letter that are on-us items to determine if that image and

associated information satisfy the ICL-FI standards. If an image and associated information satisfy the ICL-FI standards, the ICL-FI system will accept them. If the ICL-FI system determines an image or associated information does not satisfy the ICL-FI standards, the ICL-FI system may reject the nonconforming image, which shall mean those items are sent back to you for reasons of poor quality or missing images. Each day we will fax to your contact that you have designated (in a form acceptable to us) the list of rejected images which failed to meet the ICL-FI standards and this will be followed by a research and adjustment debit advice. In addition any image and associated information included in an image cash letter must satisfy the quality standards of the Federal Reserve Bank or other collecting bank to which we have forwarded an image and associated information for collection, the "collecting bank standards." All check images which fail to meet Federal Reserve Bank quality standards will be returned as an advice with attached image for each item via U.S. Mail. All check images which fail to meet collecting bank quality standards will result in items coming back in Return Item processing. If an image is rejected for failing to meet the ICL-FI standards or the collecting bank standards, you must either recapture the image and associated information and submit it in a new image cash letter or submit the original check for deposit. Once you have transmitted an image cash letter to us, you may not cancel it.

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

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

are using the qualified ICL service. You may send more than one image cash letter each day prior to your image file receipt time.

(f) You agree to make original checks available to us promptly upon our reasonable request. You agree that you will not capture, nor will you allow any of your customers to capture, more than one image of (or associated information regarding) any original check and that you will not negotiate, deposit or otherwise transfer, or allow any of your customers to negotiate, deposit or transfer, any original check to us or to any other person or entity after you have or that customer has captured an image of (or associated information regarding) it. You also agree that (i) you will not transmit an image of (or associated information regarding) any original check to us more than once, (ii) you will not transmit an image of (or associated information regarding) any original check to us that you or one of your customers has previously transmitted to any other person or entity, (iii) neither you nor any of your customers will transmit an image of (or associated information regarding) any original check to any other person or entity after you have transmitted it to us; (iv) you will not transmit an image of (or associated information regarding) any original check to us if that check has been used as a source document for the initiation of an ACH or other electronic debit; and (v) neither you nor any of your customers will use any original check as a source document for the initiation of an ACH or other electronic debit after you have transmitted an image of (or associated information regarding) that check to us. You agree to use and cause your customers to use commercially reasonable security procedures to safeguard the original checks, images and associated information.

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

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

(i) Returns will be handled by printing substitute check documents and returning them through existing paper return channels. As a financial institution you act as the bank of first deposit (BOFD) on all items you deposit with us. This will require you to place a BOFD endorsement on all physical items deposited and/or a 26 record

containing the BOFD record on all image cash letter items deposited with us. This endorsement must be in compliance with Regulation CC regarding content and placement, ANSI x9.37 standard, and as provided in ECCHO Rules Section XIX (E).

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

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

4. Your Indemnification Obligations. In addition to any other obligation you have to indemnify us, you agree to defend, indemnify, protect and hold us, our affiliates and our respective officers, directors, employees, attorneys, agents and representatives harmless from and against any and all liabilities, claims, damages, losses, demands, fines (including those imposed by any Federal Reserve Bank, clearing house or funds transfer system), judgments, disputes, costs, charges and expenses (including litigation expenses, other costs of investigation or defense and reasonable attorneys' fees) which relate in any way to (a) the receipt by any person or entity of (i) an electronic item, (ii) a substitute check or (iii) a paper or electronic representation of the original check or the substitute check that we create from a electronic check image and associated information that you transmit to us, instead of the original check, or (b) any encoding error on any check included in an image cash letter, or (c) the delayed processing of any returned items by any subsequent bank for any items that were processed as electronic items, or (d) a remotely created check being included in an image cash letter. This obligation to indemnify, defend and hold harmless is limited to the extent provided under Section 768.28, Florida Statutes.

Image Delivery Services

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

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

(a) Image file transmission –after online delivery, you have access to your imaged items along with indexed fields of information

that can be downloaded directly into your image archiving systems. Image file transmissions are encrypted and are transmitted using File Transfer Protocol (FTP). You must designate a contact responsible for receiving or retrieving your image file transmissions. You will retrieve your image file transmissions after setup on Online File Transfer service by using the unique user ID and password assigned to your company. If you elect for us to “push” your image file transmissions to you, you can provide us the information needed to access your computer system to deliver the files. We will send the URL address and the user ID and password to the person you designate as your contact.

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

(c) Security Procedures-you agree that the security procedures noted above for the Image Delivery Services you select are

commercially reasonable. You are completely responsible for controlling access to and maintaining the confidentiality of the security procedures, authorization codes and encryption codes and you must promptly report any breach of that confidentiality to us. You are also completely responsible for the actions of your users to whom we or your security administrator or your contact provide authorization codes or encryption codes and any other person who has obtained access to your authorization codes or encryption codes. You represent and

warrant that you will maintain commercially reasonable security procedures to prevent unauthorized access to or any misuse of the imaged items or misuse of the information contained in the imaged items once you have received image file transmissions or CD-ROMs.

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

Online Bill Consolidator Service

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

2. Enrolling as a Biller.

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

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

(c) You agree to complete, sign and give us or the applicable online payment processor all forms required to receive payments and remittance information for payments processed through

an online payment processor's online bill payment service, including an ACH debit authorization form.

3. Remittance Files; Settlement; Reconciliation; Posting.

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

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

online payment processor's online bill payment service are subject to any rights that online payment processor may have to unwind transactions and exercise setoff under that online payment processor's documentation.

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

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

4. Returns; Refusals; Reversals.

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

then (unless a shorter period for an online payment processor's online bill payment service is provided in the OBC reference materials or that online payment processor's documentation) you must give us a notice (in a form acceptable to us) that describes what was incorrect in the remittance information no later than the returns deadline on the day that is two banking days after the file header date of that remittance file and, if required by the applicable online payment processor, notify the applicable online payment processor directly by the time specified in such online payment processor's documentation.

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

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

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

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

instructions you give us or an online payment processor, (iii) any of your errors or delays in posting a payment to your accounts receivable system, (iv) any breach of any of your other obligations under these OBC terms and conditions, or (v) any of your acts or omissions which result in a breach by you or us of the terms of any online payment processor's documentation. This obligation to indemnify, defend and hold harmless is limited to the extent provided under Section 768.28, Florida Statutes.

6. Online Payment Processor Documentation. Your use of the OBC service is subject to the terms of each online payment processor's documentation. You agree to take all actions we deem necessary for both you and us to be in compliance with each online payment processor's documentation. You agree that we are not obligated to take any action under these OBC terms and conditions that would cause us to breach the provisions of any online payment processor's documentation. You agree that none of our obligations under any online payment processor's documentation create obligations for us under these OBC terms and conditions unless expressly set forth as our obligations in these OBC terms and conditions.

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

Online Bill Presentment and Payment Service

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

2. Functioning of the OBPP Service. Each payment authorization that you or a payer submits through the OBPP service will initiate a payment in accordance with these OBPP terms and conditions. You will be the "originator" and we will act as the originating depository financial institution or "ODFI" for each ACH debit entry initiated through your setup of the OBPP service. Similarly, you will be the "merchant" for each credit or debit card charge initiated through your setup of the OBPP service. However, we do not act as the merchant bank

processor or "acquirer" with respect to those credit or debit card charges. Instead, the OBPP service merely routes information for those credit or debit card charges to your third-party merchant bank processor, which will act as the acquirer for those credit or debit card charges. In order to initiate credit or debit card charges through the OBPP service you must have entered into a merchant services agreement with a third-party merchant bank processor that is acceptable to us and with whom we have entered into an agreement regarding certain issues relating to your use of the OBPP service. A list of acceptable merchant bank processors with whom we have such agreements is set forth in the OBPP reference materials as we update them from time to time. We need you to work with us and to provide us with certain information to implement your setup for the OBPP service. You agree to give us all of this information in a form that is acceptable to us.

3. Origination and Processing of Payments.

(a) Payment authorizations may be submitted through the OBPP service by (i) a payer through an Internet website (the "biller website") we provide or (ii) an authorized user through the biller website based on a verbal authorization a payer gives an authorized user over the telephone. The biller website is part of the "OBPP system" we use to provide the OBPP service to you. You must provide and maintain a secure link to the biller website on your general website and are responsible for ensuring that this link takes a payer to the appropriate

area within the biller website. You are also responsible for providing data concerning each payer that uses this link in a manner that meets our encryption or security requirements during the linking process.

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

(c) The biller website will be formatted in accordance with the specifications that you give us in connection with our implementation of your setup for the OBPP service. You grant us the right and a license to use (i) your name, trademarks, service marks, copyrights and logos and other textual information in connection with the biller website and (ii) your data in connection with the OBPP service, in each case as contemplated by these OBPP terms and conditions. Once a payer has accessed the biller website, that payer may authorize you to initiate a payment against the payer's deposit account or credit or debit card on the day that the authorization is submitted, each a "current payment," or to initiate one or more payments on scheduled future dates, each a "scheduled payment." Before a payer may submit a payment authorization through the biller website, that payer must accept, while online, terms regarding use of the biller website that, among other things, authorize you to initiate one or more payments against that payer's deposit account or credit or debit card, as applicable, and permit you and us to use the data provided by the payer to process those payments (including, without limitation, consent for that data to be sent outside of the United States). These terms of use must also comply with (i) in the case of an ACH debit entry, the NACHA operating rules and guidelines as they are in effect at the relevant time, or the "ACH rules" or (ii) in the case of a credit or debit card charge, the operating regulations and other requirements of the entity or association that issues or sponsors the applicable credit or debit card as they are in effect at the relevant time, or the "card rules". We may provide you sample terms of use. Through the biller website, a payer may view scheduled payments set up in, and prior payments made through, the OBPP system and (prior to the deadline for submitting payment authorizations set forth in the OBPP reference materials as they are in effect at the relevant time) may also delete or modify scheduled payments set up in the OBPP system.

(d) An authorized user may also use the biller website to initiate payments against a payer's deposit account or credit or debit card based on a verbal authorization that payer gives an authorized user over the telephone, but only if (1) the payer initiated the telephone call or (2) you have an existing business relationship with the payer as more fully described in the OBPP reference materials as they are in

effect at the relevant time. An authorized user must provide the information specified in the OBPP reference materials as they are in effect at the relevant time to the payer and obtain the payer's unambiguous verbal authorization prior to initiating a payment through the biller website. After an authorized user has initiated a payment through the biller website, the OBPP system will automatically send the payer a notice confirming that verbal authorization to the payee's email address as then reflected in the OBPP system. This confirmation notice must comply with the ACH rules or the card rules, as applicable.

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

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

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

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

of days set forth in the OBPP reference materials as they are in effect at the relevant time. All files uploaded or downloaded through the biller website will be transmitted to us or to you as you selected during our implementation of your setup for the OBPP service.

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

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

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

(a) Your use of the biller website: We will provide each security administrator identified in your OBPP service profiles as they are in effect at the relevant time with a user id and password to log on to the biller website. Your authorized users must log on to the biller website using the authorization codes that will be supplied to them by a security administrator. Each authorized user will have the rights and permissions granted to them by a security administrator. You are solely responsible for establishing the security procedures an authorized user

must follow to verify the identity of a payer and the authenticity of verbal payment or other authorizations a payer gives an authorized user over the telephone before those payment or other authorizations are submitted through the biller website.

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

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

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

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

You agree that these security procedures are commercially reasonable.

8. Protection of Our Vendor. We utilize one or more vendors in providing the OBPP service. As a result, you agree that (a) each reference to "we," "us" and "our" in any provision in the general terms and conditions or these OBPP terms and conditions that limits our liability to you, protects our data, intellectual property or other proprietary rights, gives us and/or our vendors a right or license to use

your data, intellectual property or other proprietary rights or imposes an indemnification obligation on you will, with respect to the OBPP service, be deemed to include our vendors and their licensors and (b) our vendors and their licensors are third party beneficiaries of those provisions and may enforce them directly against you.

9. ACH Origination Service. These OBPP terms and conditions are expressly made a part of the ACH origination terms and conditions and are subject to the provisions thereof. Terms that are defined in the ACH origination terms and conditions have the same meanings when

used in these OBPP terms and conditions. If there is any inconsistency on a particular issue between these OBPP terms and conditions and the ACH origination terms and conditions, these OBPP terms and conditions will control. You understand and agree, however, that our agreement to provide the OBPP service does not permit you to use any other aspect of the ACH origination service unless we have agreed to include it in our implementation of your setup for the ACH origination service.

Online Check Deposit Service

This section applies to those who use Online Check Deposit prior to November 19, 2012.

1. Description of the OCD Service. The Online Check Deposit or "OCD" service allows you to capture an electronic image of an original physical paper check (and associated information describing that check) and to transmit that image and associated information to us for deposit to your account in place of forwarding the original physical paper check to us. The OCD service will also provide access to, and the ability to export and print, deposited check images as well as reports regarding your use of the OCD service. Details regarding OCD's functionality and certain formatting and other technical requirements that you must follow when using the OCD service are provided in the OCD reference materials as we update them from time to time. The OCD service may not be used outside of the United States without our prior written approval and may not be used to capture an electronic image of a remotely created check (as that term is defined in Regulation CC).

2. Operation of the OCD Service.

(a) Required Hardware and Software. Before you may use the OCD service, you must have or obtain a personal computer, printer, scanner and related software necessary to capture electronic images of (and associated information regarding) checks that you receive. The scanner must be a model that we have approved. As part of providing the OCD service, we will sublicense the software to you that you need to capture electronic images of (and associated information regarding) checks. You must download the software and install it on a personal computer that you will use in connection with the OCD service. A separate copy of the software materials must be downloaded for use with each personal computer (for reviewing reports) and for each approved scanner and personal computer that you need to capture electronic images of (and associated information regarding) checks. You must notify us and obtain our approval before you download each copy of the software. You must have or acquire each approved scanner needed by you to utilize the OCD service. You acknowledge that you previously acquired or are currently acquiring each scanner directly from a third party vendor and, as a result, all warranty obligations and contracts are to be handled directly with that vendor. **At your request, we may provide (in a form acceptable to us) your contact information and your scanner acquisition information to a third**

party vendor. Upon receipt of your information, the third party vendor will facilitate your scanner acquisition. You agree that we are only providing this information to the third party vendor as an accommodation to you to facilitate your acquisition of a scanner and that we do not have any responsibility or liability for the delivery of or any aspect of the operation, use or maintenance of the scanner.

(b) OCD Setups. Your authorized users for the OCD service (and the accounts with respect to which each such authorized user may use the OCD service to make deposits or obtain information or reports) are designated in your OCD service profiles as they are in effect at the relevant time. The OCD service also offers you the option (through its Location Identifier function) of assigning a Location ID number or alphanumeric description for each store, branch or office (each of which is referred to as a "location") for which deposits are captured and transmitted to us through the OCD service. Your election to use the Location ID function and the numbers and/or descriptions for each location are reflected in our implementation/setup forms for the OCD service as they are in effect at the relevant time. You must provide us with the street address for each scanner to include in our implementation of your setup for the OCD service. Please note that you must notify us before you add, delete, or relocate any scanner so that addition, deletion or relocation can be reflected in your OCD service profiles. If you want to completely delete an account that is included in our implementation of your setup for the OCD service, you must delete it from the setup for each authorized user in which it is included as reflected in your OCD service profiles as they are in effect at the relevant time. Each account or authorized user you have previously identified to us continues to be authorized unless you confirm an OCD service profile that deletes that account or authorized user. Any authorized user will be able to access information regarding deposited checks and reports for their assigned accounts from any personal computer on which the software has been downloaded and installed, even if there is no a scanner attached to that personal computer and/or it is located at a different address than listed for that authorized user in your OCD service profiles as they are in effect at the relevant time. Additional information regarding the Location Identifier function, plus

adding or deleting accounts, locations or authorized users is available in the OCD reference materials.

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

(d) Processing of Images and Information. Once we have received a deposit, we will use each image and associated information included in that deposit to create a substitute check or, at our option, process it as an electronic item. If we use an image and associated information to create a substitute check, we will process that substitute check for deposit to your account and forward it for presentment to the financial institution on which the original check was drawn or through or at which it was payable (that institution is referred to in these OCD terms and conditions as the "drawee bank") through the check collection

channels that we would otherwise use to present a check to the drawee bank. If we elect to process an image and associated information as an electronic item, we will process that image for deposit to your account and forward it for presentment to the drawee bank through the electronic item collection channels that we would otherwise use to present an electronic item to the drawee bank. In either event, your deposit will be subject to the terms of any agreement we have with other financial institutions relating to the presentation of substitute checks or electronic items. We will make funds for each substitute check or electronic item that we process for deposit to your account available to you under the same schedule that would have applied if you had deposited the original check to your account on the business day that we received the file containing a conforming image of that check.

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

(f) Original Checks and Captured Images. You agree to use commercially reasonable security procedures to safeguard the original physical paper checks, images and associated information in your possession after you have transmitted images of such items to us and you agree to make such items available to us promptly upon our request. You agree that you will not capture more than one image of (or associated information regarding) any original check and that you will not negotiate, deposit or otherwise transfer any original check to us or to any other person or entity after you have captured an image of (or associated information regarding) it. You also agree that (i) you will not transmit an image of (or associated information regarding) any original check to us more than once, (ii) you will not transmit an image of (or associated information regarding) any original check to us that you have previously transmitted to any other person or entity, (iii) you will not transmit an image of (or associated information regarding) any original check to any other person or entity after you have transmitted it to us; (iv) you will not transmit an image of (or associated information regarding) any original check if that check has been used as a source document for the initiation of an ACH or other electronic debit; and (v) you will not use any original check as a source document for the

initiation of an ACH or other electronic debit after you have transmitted an image of (or associated information regarding) that check to us.

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

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

5. Security Procedures. The security procedures for the OCD service include the requirement that your authorized users log on to OCD service using the authorization codes that we supply to them. We may replace the password portion of an authorization code upon your request, by calling the telephone number of your authorized user as shown in our records and giving the new password to any person answering the phone at that number. You agree that we may give the new password to anyone we believe in good faith is your user. Unless you otherwise instruct us to limit the use of authorization codes to certain accounts, any set of authorization codes issued for use with OCD service could be used to transmit or receive files through OCD

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

This section applies to those who use Online Check Deposit after November 19, 2012. For those of you who were using the Online Check Deposit Service prior to November 19, 2012, this section applies to you upon your notice from us of your migration to the new platform.

1. Description of the OCD Service and Restrictions on Use The Online Check Deposit or "OCD" service and the Internet-based OCD system allow you to capture an electronic image of an original physical paper check and an image of associated information describing that check including optical character recognition (OCR) remittance coupons and transmit the image of the check to us for deposit to your account. The OCD service also provides access to, and the ability to export and print, deposited check images and remittance coupon images as well as reports regarding your use of the OCD service. Further details regarding OCD's functionality and certain formatting and other technical requirements that you must follow when using the OCD service are provided in the then current version of the OCD reference materials which, among other things, include a user manual for OCD system administrators and a user manual for end users of the OCD system. The reference materials are contained in the Internet-based microsite for this service. The OCD service may not be used outside of the United States, US territories, US military bases or US Embassies. The OCD Service may not be used to deposit ineligible items. A list of items that are eligible and ineligible for transmission via the OCD Service is provided in the OCD reference materials.

2. Required Hardware and Software. Before you can use the OCD service, you must have a personal computer capable of Internet access, a scanner, and the related software needed to capture electronic images of checks, associated information and remittance data. The scanner must be a model that we have approved. A list of approved scanners and technical information related to scanner installation can be found in the reference materials. When you acquire a scanner from a third party vendor you agree that all warranty obligations and contracts are to be handled directly with that vendor and that we do not have any responsibility or liability for the performance of the vendor, the delivery of the scanner or any aspect of the operation, use or maintenance of the scanner. At your request, we may provide your contact information and information related to your desired scanner to a third party vendor. When the vendor receives your information the vendor will contact you directly to facilitate your scanner acquisition. You agree that we are only providing this information to the third party vendor as an accommodation to you to facilitate your potential acquisition of a scanner and that we do not have any responsibility or liability for the performance of the vendor or the delivery of the scanner or any aspect of the operation, use or maintenance of the scanner.

3. Required Security Administrator and Contact. Before you can use the OCD service, you must designate one person who will act as

both your primary OCD security administrator and your OCD contact. You will be required to confirm your selection of this person. Details on how you will provide this confirmation will be provided to you during implementation of the OCD service. The primary OCD Security Administrator you select will have the authority, in his or her discretion, to then set up users and one or more additional OCD security administrators directly through the OCD service. These additional security administrators will in turn then have the ability to establish additional OCD security administrators and users. Details on how you establish and terminate security administrator and user rights are addressed in the OCD reference material for security administrators. Given the ability of a security administrator to create additional security administrators, the term "OCD security administrator" therefore includes not only the primary OCD security administrator but any other user who is granted administration entitlements by that OCD security administrator or any other OCD security administrator(s). Security administrator and user access to the OCD Service carries with it the ability to access any accounts and services included in the functionality that is available in the OCD service. **Given the flexibility that is designed into the OCD System to enable this cascading of administrative and user rights for the benefit of customers who require it, as a matter of your internal control policies, you must consider carefully the person you will name as your primary OCD security administrator and you must develop procedures to routinely monitor the actions of all your security administrator(s) and those to whom the primary security administrator has given OCD access either as a user or security administrator.** We will provide information on such activity to any authorized signer who makes a request for it but the bank undertakes no duty to monitor the actions of any security administrator(s) or designated user(s). Each of your OCD security administrators, has all of the rights and responsibilities given to them in the general terms and conditions in addition to the rights and responsibilities contained in these OCD terms and conditions and related reference materials.

4. Deletion of Accounts Associated with the OCD Service. If you want to completely delete an account that is included in your implementation of the OCD service, an authorized signer on the account must contact the bank and make this request. Additional information regarding user entitlements and the process for adding or deleting accounts, locations or authorized users is available in the OCD reference materials for security administrators.

5. Using OCD to Capture and Transmit Check Images and Information. In order to use the OCD service, an authorized user must log on using a user ID number and password that we will distribute directly to the authorized user(s). After a user has logged on, the user will be required to provide us a control total for each deposit that he/she intends to transmit. The control total is the total dollar amount of all checks included in a particular deposit. After the user has entered the control total for a deposit into the OCD system, the user may capture images of original physical paper checks and associated information that meets the eligibility and image quality standards set forth in the

OCD reference materials and in these OCD terms and conditions. All such standards are referred to as the "OCD standards." As the user captures an image, the OCD system will determine if the image satisfies the OCD standards. If an image satisfies the OCD standards, the OCD system will accept it and information associated with it. If the OCD system determines an image does not satisfy the OCD standards, the OCD system will reject the nonconforming image and ask the user to either a.) rescan the check, b.) manually provide or verify information or, c.) for certain types of limited image quality failures, confirm the user's desire to submit the image or associated information as captured. **Please note that the inclusion of the ability for a user to submit an image as captured in the OCD system in certain limited situations does not relieve you of the representations and warranties you make with respect to each image and associated information you transmit to us.** Once all of the images and associated information for a deposit have been scanned, the OCD system will provide the user a summary of the deposit and ask the user to submit the deposit to us. Once the user has submitted a deposit, it may not be cancelled.

6. Dual Approval Security Feature. The security procedures for the OCD service include the option to use a dual approval security protocol. The dual approval security feature requires that at least two authorized users be involved in the check image capture and approval process in order to submit an OCD file for deposit. One user must scan the check images and then a second user with approval permissions must release and send the check image file to the bank. Only users with approval permission can submit the file to the bank for processing. **We highly recommend this internal control process for any company large enough to have more than one employee involved in accounts receivable and check collection and deposit processes.**

7. Processing of Images and Information. Once we have received a deposit we will, at our option, use each accepted check image and associated information to process the check image as an electronic item or to create a substitute check. If we use an image and associated information to create a substitute check, we will process that substitute check for deposit to your account and forward it through the check collection channels that we would otherwise have used to present the original paper check to the bank on which the check is drawn. If we elect to process an image and associated information as an electronic item, we will process that image for deposit to your account and forward it for presentation to the bank on which it is drawn through the electronic item collection channels that we would otherwise use to present an electronic item to such bank. In either event, your deposit will be subject to the terms of any agreement we have with other financial institutions relating to the presentation of substitute checks or electronic items.

8. Deposit Credit and Alternative Deposit Methods. We must receive your deposit by the daily deadline set forth in the OCD reference materials in order for you to receive credit for that deposit on that business day. Deposits received after the deadline will be considered deposited on the next business day. Deposits submitted on a Saturday, Sunday or holiday will be considered deposited on the next business

day following the weekend or holiday. We are not liable for any delays or errors in transmission of the images or associated information. If the OCD service is not available, you must make your deposits by another method, such as an in-person deposit at one of our branches or a deposit by mail. If you must make a deposit by other means due to OCD service being unavailable you should deposit only checks and should retain in your possession the other documents you would normally scan with an OCD deposit.

9. Funds Availability. We will make funds for each substitute check or electronic item that we process for deposit to your account available to you under the same schedule that would have applied if you had deposited the original paper check to your account.

10. Returns and Rejected Images. If we determine an image or associated information is not in a satisfactory form or is a duplicate, we may reject the nonconforming image or duplicate item. This means that the item is not accepted for deposit and it will be sent back to you for reasons of poor quality, missing images or duplicate items. A summary debit adjustment will be made to your account, in situations where you were given credit for the item, and a debit advice will be sent to you. In addition to satisfying our image quality standards, any image and associated information included in a deposit must also satisfy the quality standards of the Federal Reserve Bank or other collecting bank to which we have forwarded an image and associated information for collection, the "collecting bank quality standards." We will send you all check images which fail to meet collecting bank quality standards. There are no specific timelines for these types of adjustments. They are, however, usually completed within thirty business days of deposit. If an image is rejected for failing to meet the OCD standards or the collecting bank quality standards, you must take corrective action to either recapture the image and associated information and submit it in a new OCD file transmission or submit the original check for deposit.

11. Original Checks and Captured Images. You agree to use commercially reasonable security procedures to safeguard the original physical paper checks, images of them and associated information in your possession both before and after you have transmitted images of such items to us. You also agree to make all such items available to us promptly upon our request. You also agree to establish reasonable retention and destruction schedules, policies and procedures for paper checks that are retained by you after they have been scanned and submitted for deposit and to employ methods to stamp or mark the front of such items as having been previously deposited, and to establish general internal control procedures related to physical and logical security related to access, transmission, storage, and disposal of items you have transmitted for deposit.

12. Your Representations and Warranties. You represent, warrant and agree that you will not:

- a.) capture or transmit more than one image of any original check;

- b.) negotiate, deposit, or otherwise transfer any original check to us or to any other person or entity after you have captured an image of it;
- c.) transmit an image of any original check to us that you have previously transmitted or given to any other person or entity;
- d.) transmit an image of any original check to any other person or entity after you have transmitted it to us;
- e.) transmit an image of any original check if that check has been used as a source document for the initiation of an ACH or other electronic debit; or
- f.) use any original check as a source document for the initiation of an ACH or other electronic debit after you have transmitted an image of (or associated information regarding) that check to us.

You also make all of the representations and warranties to us with respect to each check image that you transmit to us that you would have made under the Uniform Commercial Code (UCC) if you had deposited the original physical paper check into your account.

In addition, you represent and warrant to us with respect to each captured check image and associated information you transmit to us that:

- a.) the image and associated information (i) accurately represent all of the information on the front and back of the original physical paper check at the time it was received by you and at the time the image and associated information were captured; and (ii) are otherwise sufficient for us to satisfy our obligations as the truncating and reconverting bank; and
- b.) no person or entity will receive a transfer, presentment or return of, or otherwise be charged for, (i) the original check, (ii) an electronic item or substitute check other than the one that we create from the image and associated information, or (iii) a paper or electronic representation of the original check or of a substitute check other than the one that we create from the image and associated information, such that the person or entity will be asked to make a payment based on a check that it has already paid.

13. Duty of Cooperation, Document Production, Audit. You agree that you shall make original and imaged documents available to us to facilitate investigations related to unusual transactions or poor image quality transmissions, or to resolve disputes. You further agree that we, at our option, upon prior notice, may perform periodic audits of your processes related to use or proposed use of the OCD service including your IT, security and internal control infrastructure related to your use of the OCD service. You agree that we have the right to mandate specific internal controls at any of your locations that use the OCD service

where we deem such actions necessary to protect the security and integrity of the OCD service or where required or expected by bank regulators, and that we may terminate the service if you refuse to implement such controls. You further agree that we have the right, in general, to terminate the OCD service pursuant to the rights of termination stated in the general terms and conditions for all services and to delay or refuse to process transactions, including OCD transactions, for the reasons stated in the general terms and conditions for all services.

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

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

Online Courier Service

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

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

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

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

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

Online File Transfer Service

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

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

3. Multiple Authorization Codes. OFT authorization codes are not tied to any particular account or service. As a result, unless you have instructed us (in a form acceptable to us) to limit the use of

authorization codes to certain accounts and/or services, you should understand that if multiple sets of OFT authorization codes have been issued, any set of authorization codes may be used to transmit files through the OFT service for any service or account that we have included in your set up for the OFT service, whether or not the specific authorization codes being used were intended to be used with the particular account or service.

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

You may also name a person as your backup OFT contact. If you name only one such person on all of your OFT service profiles, then that person will act as your backup OFT contact for all accounts and services included in your set up for the OFT service. If you want a separate backup OFT contact for one or more accounts and services, then each of those separate backup OFT contacts must be identified in your OFT service profiles as they are in effect at the relevant time.

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

6. Security Procedures. The security procedures for the OFT service include the requirement that your users log on to the OFT service using the authorization codes that we supply to your OFT contact(s) as described in the general terms and conditions. In that regard, we will replace the password portion of an authorization code upon your request. We will do so by calling the telephone number of your OFT contact (s) listed in your OFT service profile as it is in effect at the relevant time and giving the new password to the person answering the phone at that number. You agree that we may give the new password to anyone we believe in good faith is your authorized user. You agree that these security procedures are commercially reasonable.

Online Treasury Manager Service

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

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

3. Security Administrators and Contact. In order to use the OTM service, you must designate at least one person who will act as your OTM security administrator and a person who will act as your OTM contact. You may identify your OTM security administrator(s) and your OTM contact we are to include in our implementation of your setup of the OTM service in your OTM service profiles as they are in effect at the relevant time. You may set up one or more additional OTM security administrators directly through the OTM service by granting administration entitlements to a user. In addition to the OTM security administrator(s) reflected in your OTM service profiles as they are in effect at the relevant time, the term "OTM security administrator" includes any other user set up in the OTM service who is granted administration entitlements by any other OTM security administrator(s). In addition to any of the rights and responsibilities of an OTM security administrator or OTM contact described in these OTM terms and conditions or any OTM reference materials, each of your OTM security administrators and OTM contacts will have all of the rights and responsibilities described in the general terms and conditions for security administrators and contacts, respectively. Each of your OTM security administrators may be able to grant any user authorized to use the OTM service, including themselves, access to any accounts and services included in your setup of the OTM service for any functionality or entitlement that is available in the OTM service. In addition, you may also terminate administration entitlements of any OTM security administrator directly through the OTM service. If through the OTM

service you terminate the administration entitlements of an OTM security administrator designated on one of your service profiles in effect at that time, you are solely responsible for updating your service profiles to delete that person from the service profiles as well, so that your service profiles and authorizations in the OTM service are consistent. We may rely on information in your service profiles as they are in effect at the relevant time, and we have no responsibility if the authorizations you have granted directly through the OTM service are not consistent with your service profiles.

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

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

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

(b) Secure Browsing Software. The security procedures for the OTM service include the requirement that each of your users logs on to the OTM service from a computer (or other supported device) on

which you have installed and have running Rapport, the secure browsing software provided by Trusteer Inc. (or one of its affiliates), or other secure browsing software which we may have approved for use with the OTM service. Trusteer Rapport or such other approved secure browsing software is referred to herein as the "secure browsing software." We use various means to detect if secure browsing software is installed and running on a computer or supported device. If by using the methods we employ at the relevant time, we are not able to detect that secure browsing software is installed and running on the computer or supported device from which one of your users is attempting to access the OTM service, your user will not be permitted to log on to the OTM service from that computer or device. If, however, by using those methods we employ at the relevant time, we determine that secure browsing software is installed and running on a computer or supported device, your user will be able log on to the OTM service from that computer or device (so long as that user also complies with the other security procedures applicable to that user accessing the OTM service). Your use of the secure browsing software will be licensed to you by the vendor of the secure browsing software you are using under a separate license agreement, the "software license agreement." You agree that your use of the secure browsing software is subject to, and that you are bound by and will comply with, the terms of that software license agreement. **WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND RELATING TO THE SECURE BROWSING SOFTWARE, INCLUDING ANY REPRESENTATIONS AND WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WE HAVE NO RESPONSIBILITY FOR (i) THE PERFORMANCE OF THE SECURE BROWSING SOFTWARE OR THE VENDOR OF THE SECURE BROWSING SOFTWARE, (ii) COMPATIBILITY OR AVAILABILITY OF THE SECURE BROWSING SOFTWARE, OR (iii) DAMAGES OF ANY KIND CLAIMED UNDER ANY CAUSE OF ACTION ALLEGED TO INVOLVE OR RELATE TO THE SECURE BROWSING SOFTWARE OR THE VENDOR OF THE SECURE BROWSING SOFTWARE.** You are solely responsible for determining if the secure browsing software will work with your equipment, communications capabilities, and other software and for ensuring that any installation of the secure browser software is in accordance with your policies. You agree that any vendor of the secure browsing software you are using is authorized to make certain information related to the computer on which it is installed, including but not limited to the IP address, browser information, and operating system information, available to us, and in that event, we will have no obligation to provide any notices to you, including with respect to any of that information made available to us for the purposes of fraud prevention. Your obligations under the general terms and conditions to maintain the confidentiality of any software, software materials or other related documentation will apply to any documents or information related to the secure browsing software you use.

(c) Your Use of Non-standard Security Procedures. You acknowledge that we have made available and offered to you commercially reasonable security procedures for use of the OTM service. If you elect to use non-standard security procedures (as

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

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

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

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

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

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

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

Positive Pay and Reverse Positive Pay Service

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

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

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

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

each mismatched check by the payment decision deadline set forth in the PPY reference materials. Your instructions must contain all of the information with respect to each mismatched check set forth in the PPY reference materials. You may elect one of two ways for us to deal with mismatched items if you fail to give us a pay or return decision by the payment decision deadline. Under the "return default" option, you authorize us to return unpaid each mismatched check unless we receive an instruction from you to pay it before the payment decision deadline. Even if you select a return default option, we may post, finally pay and charge against the relevant account a mismatched check you haven't decisioned (A) as otherwise provided below, for mismatched checks presented over the counter in one of our branches and (B) mismatched checks that we believe in good faith result solely from encoding errors. Under the "pay default" option, you authorize us to finally pay each mismatched check and charge it against the relevant account unless we receive an instruction from you to return it before the payment decision deadline. Your election of these options is reflected in your PPY service profiles as they are in effect at the relevant time. We may give you the option of not providing information in your issue file on one or more check attributes (such as the payee name) that the PPY service is capable of matching. We may also give you the option to not provide information in your issue file for certain items in situations where you deem it necessary to avoid mismatch situations, such as instances where you believe an item has already been legitimately paid. Of course, not matching all available check attributes or not including information for all items increases the risk that a fraudulent check will not be detected as a mismatched check. As a result, if you make the business decision to not provide information in your issue file with respect to all available check attributes (or if you decide not to provide an issue record at all, for example, in instances where you believe an item has already been paid), you agree that, in addition to the other limits on our liability provided by the master agreement, the general terms and conditions or these PPY terms and conditions, we will not be liable for paying any check that is fraudulent with respect to the attributes for which you failed to provide us information (or for paying an item for which you chose to provide no issue record), so long as

we otherwise satisfied our duty of care with respect to the other aspects of the PPY service in processing that check.

(ii) Teller Access Service. As part of the PPY service, we will also make your issue files available to our branches to assist our tellers in cashing checks. This is referred to as “teller access.” We provide teller access because fraud involving checks presented to tellers for cashing is a common form of check fraud. Using our teller access service is a good way to defend against that form of fraud. If a check presented for payment over the counter in one of our branches against an account that uses teller access (A) is presented before we have received and processed an issue file for such check or (B) is a mismatched check, we will attempt to obtain approval for payment of the mismatched check by calling one of the people you must designate as a “telephone representative” for the relevant account in your PPY service profiles in effect at the relevant time. We will make one attempt to call each telephone representative for the relevant account until we have reached one of them. Each telephone representative is authorized to instruct us to pay or return any mismatched check. If the telephone representative we contact instructs us to pay the check, then you have authorized us to finally pay the check and charge it against the relevant account. If we are unable to contact a telephone representative, or the telephone representative we contact does not instruct us to pay the mismatched check, then you have authorized us to return the check unpaid to the person presenting it to us. Our documentation showing that we contacted or attempted to contact your telephone representatives will be conclusive evidence as to the reason for the action we took. If you do not name at least one telephone representative for each account for which you have elected the PPY service or you fail to keep the telephone representative information reflected in the relevant service profile up to date, you will be deemed to have “opted out” of the teller access service for that account and you agree that we will not have any liability for paying any check presented over the counter in one of our branches, whether or not such check bears a forged or unauthorized signature or is counterfeit, altered or otherwise fraudulent or not validly issued, so long as we otherwise process that check in accordance with our standard check cashing procedures.

(b) Reverse Positive Pay or “RPPY” Service Option. With the RPPY service, we will provide you with information on all checks (i) that have been presented to us through normal check clearing channels for payment against the relevant account, (ii) that we have posted to the relevant account, and (iii) for which we have provisionally settled. You must compare that information with your own information on checks that you have issued from the relevant account. If you determine that a check included in the information we provide should be returned, you must notify us by the payment decision deadline set forth in the RPPY reference materials. If we do not receive a notice from you to return a check by the payment decision deadline, you authorize us to finally pay and charge that check against the relevant account. If you select the RPPY service option, then teller access is not available. As a result, you agree that if you select the RPPY service for an account we will not have any liability for paying any check that is presented over the

counter in one of our branches, whether or not such check bears a forged or unauthorized signature or is counterfeit, altered or otherwise fraudulent or not validly issued, so long as we otherwise process that check in accordance with our standard check cashing procedures. Similarly, if you select the RPPY service option, we may not provide you information for all check attributes (such as the payee name) that the PPY service is capable of matching. Of course, not matching all available check attributes increases the risk that a fraudulent check will not be detected as a mismatched check. As a result, you agree that, in addition to the other limits on our liability provided in the master agreement, the general terms and conditions or these RPPY terms and conditions, if you select the RPPY service for an account, then we will not be liable for paying any check that is fraudulent with respect to the attributes for which we do not provide you information, so long as we otherwise satisfied our duty of care with respect to the other aspects of the RPPY service in processing that check.

3. Transmission of Information. We will transmit information regarding mismatches (for the PPY service) and information regarding checks that have posted to your account (for the RPPY service) to you by using certain of our online services. You must transmit your issue files (if you select the PPY service) and your pay or return decisions (for both the PPY and RPPY services) to us by using certain of our online services. Your issue files and pay or return decisions must be in a format we have approved. There may be unique situations where the relevant online service is not available. If that occurs, then a mutually agreed-upon alternative delivery method and process will be used to provide the relevant information to you and for you to provide your issue files and/or your pay or return decisions to us.

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

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

rights we may have under this the agreement or applicable law, we may

immediately suspend your use of the PPY or RPPY services.

Pre-Encoded Deposit Service

1. Description of the Service. The SunTrust pre-encoded deposit or "PED" service allows you to facilitate the processing of your check deposits by encoding certain information in the MICR line of each check prior to making the deposit with us. You may use the PED service with respect to the accounts that are identified in your PED service profiles as they are in effect at the relevant time and that we have included in our implementation of your setup for the PED service. Details regarding PED's functionality and certain formatting and other technical requirements that you must follow when using the PED service are provided in the PED reference materials as we update them from time to time.

2. Your Obligations in Making Deposits.

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

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

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

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

unsealed deposit until you give us an instruction (in a form acceptable to us) regarding its disposition.

(e) If you are a financial institution, you act as the bank of first deposit (BOFD) on all items you deposit with us. This will require you to place a BOFD endorsement on each physical item deposited with us. This endorsement must be in compliance with Regulation CC regarding content and placement. As the BOFD, you are expected to be the primary agent for resolution of all research items. As the BOFD, your organization has total access to the clearing cycle of each item deposited with us. As your clearing agent, we do not have access to all of the returns information and as such we are less able to resolve all research items. You may re-deposit indemnified copies of previously missing items with us at any time through any depository channel.

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

4. Our Obligations in Processing Deposits.

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

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

5. Cash and Other Property. The PED service is only designed to work with checks. As a result, you agree that we have no liability for coins, currency or other property placed in deposit bags. If we discover coins or currency in a deposit bag, we will process it for deposit to the relevant account and credit that account with the amount of coins or

currency reflected by our count (which will control in the event of a dispute). We will return any other property we discover in a deposit bag to you.

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

7. Your Indemnity Obligations. In addition to any other obligation you have to indemnify us, you agree to defend, indemnify, protect and hold us harmless from and against any and all liabilities, claims, damages, losses, demands, fines (including those imposed by any

Federal Reserve Bank, clearing house or funds transfer system), judgments, disputes, costs, charges and expenses (including litigation expenses, other costs of investigation or defense and reasonable attorneys' fees) which relate in any way to any encoding error on a pre-encoded check you deposit with us. This obligation to indemnify, defend and hold harmless is limited to the extent provided under Section 768.28, Florida Statutes.

Return Items Transmission ("RIT") Service

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

2. Operation of the Service.

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

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

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

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

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

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

Scannable Lockbox Service

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

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

3. Request for Image Services. The Image services enable you to view images of checks and remittance payment information that are received through your lockbox. You can access these images and transaction information through Image Browser, Image CD ROM and/or Image Transmission file. Details regarding these services, their functionality and certain requirements that you must follow when using the Image services are provided in the then current Image reference materials. We will provide each of the following image service(s) you have selected in your then current SLB service profile for each lockbox you specify therein:

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

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

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

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

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

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

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

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

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

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

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

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

(h) Data Files. On each banking day, we will make a data file regarding the items processed in each lockbox that day available to you through one of our online services. The data file will be in the format and will contain the information described in the SLB reference

materials and the instructions in effect at the relevant time. We will make this information available on each banking day by the reporting time(s) disclosed in the SLB reference materials and the instructions in effect at the relevant time.

5. Remittance Materials. We will destroy the coupons within five business days after we receive them. We will only return correspondence and other materials ("original remittance materials") received in a lockbox to you if the instructions in effect at the relevant time direct us to return those materials. You agree that we are not liable for loss, theft, or damage to such materials after they leave our possession, if they are mailed to the address indicated in our records or delivered to your agent or courier. We will destroy the original remittance materials within five business days after we receive them. Once we destroy the original remittance materials, the images of them that we may capture during their processing will be the only source of information about their contents. You agree that we will have no liability for any missed image or if any image we capture is not legible.

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

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

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

9. Transfer of Lockbox Materials. If you designate a courier service or other authorized representative (your agent) to pick up copies of items, remittance materials, or any other property, from any lockbox site, you agree that transfer of possession of such materials to your agent constitutes delivery to you, and you assume any and all risks incidental to or arising out of such transfer to your agent. You agree that we have no responsibility for such materials after we mail them (when mailing is requested or required) or after transfer to your agent. We are authorized to provide such materials to such agent until we receive notice of cancellation of that authority and we have had a reasonable period of time to act on that request. At our election, any lockbox materials that are not picked up within forty-eight (48) hours after we process the related items, may, at your expense, be mailed by overnight delivery or other means to the address indicated in our

records. The above transfer service is subject to applicable service charges.

Smart Safe Daily Deposit Posting Service

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

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

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

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

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

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

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

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

3. **Smart Safe(s).** To use the SSDDP service, you must obtain one or more smart safes. You acknowledge that you will obtain each smart safe directly from a safe provider and, as a result, all warranty

obligations and contracts are to be handled directly with that safe provider. In no event will we be responsible for any aspect of the use or maintenance of any smart safe or the acts or omissions of any safe provider. You must identify (in a form acceptable to us) the safe location and safe provider for each smart safe and may not change the safe location or safe provider for a smart safe without giving us notice (in a form acceptable to us) at least 5 business days before such change takes effect.

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

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

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

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

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

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

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

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

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

Tax Payment Service

1. Description of the TTAXplus Service. The SunTrust Electronic Tax Payment or "TTAXplus®" service allows you to initiate federal and state electronic tax payment entries through the automated clearing house ("ACH"), which is a funds transfer system for sending and settling

electronic entries among participating financial institutions. Details regarding functionality and certain requirements that you must follow when using the service are provided in the TTAXplus reference

materials, which are made a part of this agreement, as they are updated from time to time.

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

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

4. Origination and Processing of Entries. You must send all tax payment entries to us by using the procedures set forth in the TTAXplus reference materials. You will fund all tax payments at least two business days prior to the date established for us to process and settle your tax payment entries and we may not process tax payment entries if timely funding has not occurred. Failure to provide timely funding may be deemed a material violation of this agreement. If we receive your

tax payment entries after the delivery deadline set forth in the TTAXplus reference materials, we will treat them as if we received them on our next business day. We will format, process and settle to the account identified in your TTAXplus service profile as it is in effect at the relevant time, all tax payment entries that we receive from you in accordance with the ACH Rules, this agreement and the TTAXplus reference materials.

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

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

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

The authorization codes are not user-specific. This means that all of your authorized users must use the same set of authorization codes to initiate a tax payment entry for a particular Federal Tax ID Number. We will send all of the authorization codes to the person identified as your "contact" in your TTAXplus service profile as it is in effect at the relevant time. Your contact is then responsible for distributing the authorization codes to your users. You agree that these security procedures are commercially reasonable.

Universal Payment Identification Code Service

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

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

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

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

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

Wholesale Lockbox Service

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

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

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

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

(b) Image CD ROM - after delivery by mail, you have access to your lockbox images along with index fields of information for long

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

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

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

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

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

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

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

with the invoice amount or (2) the item is not accompanied by an invoice, the item will be deposited for the written amount unless the instructions that are in effect at the relevant time direct otherwise. You agree that we do not fail to exercise good faith efforts to inspect an item solely because we process it in a manner inconsistent with this paragraph.

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

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

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

6. Affiliate Deposits. If you have not given us an acceptable payee list, you represent and warrant to us that you have the authority to have each item received in a lockbox endorsed and deposited into your account(s), even if the payee name on an item is not your name as shown in our records. In addition, if you have given us an acceptable

payee list, you represent and warrant to us that if any name on that list that is a separate legal entity (rather than merely a "d/b/a" or trade name that you use), you have authority from that entity to have items payable to it endorsed and deposited into your account(s). You agree to provide us with satisfactory evidence of that authority upon request.

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

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

9. Transfer of Lockbox Materials. If you designate a courier service or other authorized representative (your agent) to pick up copies of items, remittance materials, or any other property, from any lockbox site, you agree that transfer of possession of such materials to your agent constitutes delivery to you, and you assume any and all risks incidental to or arising out of such transfer to your agent. You agree that we have no responsibility for such materials after we mail them (when mailing is requested or required) or after transfer to your agent. We are authorized to provide such materials to such agent until we receive notice of cancellation of that authority and we have had a reasonable period of time to act on that request. At our election, any lockbox materials that are not picked up within forty-eight (48) hours after we process the related items, may, at your expense, be mailed by overnight delivery or other means to the address indicated in our records. The above transfer service is subject to applicable service charges.

Wire Transfer Service

1. Description of the Wire Transfer Service. The SunTrust Wire Transfer service is a funds transfer system that is available over the Internet through certain designated online services or dedicated telephone lines for sending and settling payment orders among participating financial institutions. You may use the Wire Transfer service with respect to the accounts and authorized senders that you have identified (by your confirmation of a Wire Schedule A and H Service Profile and acceptance of the SunTrust Funds Transfer Agreement) and that we have included in our implementation of your setup for the Wire Transfer service. Details regarding the SunTrust Funds Transfer Agreement are provided as an addendum to these

Terms and Conditions as we update them from time to time. In the event of any conflict between these Terms and Conditions and the SunTrust Funds Transfer Agreement, the Agreement will prevail.

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

3. Security Procedures. The security procedures for the Wire Transfer service include the requirement that your Authorized Senders use the PIN codes that we will assign as described in the SunTrust

Funds Transfer Agreement. You agree that these security procedures, as defined in the SunTrust Funds Transfer Agreement are commercially reasonable.

Zero Balance Account Service

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

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

requests or other debits presented against a master account or a subsidiary account unless there are sufficient available funds on deposit in the applicable master account. You agree that we may fund subsidiary account activity from the applicable master account identified in your ZBA service profiles as they are in effect at the relevant time whether or not the ownership and/or authorized signers of the subsidiary account are the same as those for the master account.

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

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

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

Funds Transfer Agreement

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

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

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

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

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

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

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

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

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

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

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

Repetitive Transfers mean Transfers initiated by Payment Orders in which the debit and beneficiary information designated by Customer on its Schedule B to this Agreement (as amended from time to time by Customer) remains constant, but the date and dollar amount vary.

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

Statement means Customer's periodic Account statement.

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

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

2. Authorized Sender.

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

3. Form of Instructions.

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

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

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

4. Confirmations and Duty to Report Errors.

The date and amount of each Transfer are described on the applicable Statement. Subject to the charges referenced in Paragraph 12, herein, Bank may also deliver Confirmations to Customer at the address, telephone/facsimile number or other communications system specified by Customer. Customer may elect on its Schedule E to this Agreement, to receive facsimile Confirmations. A Customer initiating Transfers from its electronic access system may receive on-line Confirmation of each Transfer. Bank will not deliver next day notice of receipt of incoming Transfers. Customer shall examine upon receipt, but in no event later than 30 days after receipt, any Statement or Confirmation (whichever first occurs) and notify Bank of errors, if any. Failure to notify Bank of any error within such 30 day time period shall relieve Bank of all liability for the Transfers reflected in such Statement or Confirmation.

5. Amendment or Cancellation of Payment Orders.

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

6. Deadlines.

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

7. Security Procedures.

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

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

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

Test Key. Bank may upon Customer's written request, provide a Test Key for detecting errors in the amount of a Payment Order. If Customer elects to use a Test Key, any Payment Order which passes

the Test Key shall be deemed correct as to amount. Bank and Customer acknowledge that no other error detection procedure for dollar amount verification has been established.

8. Recording.

Customer consents to Bank recording telephone calls, including, without limitation, Payment Orders and Instructions. Customer assumes the responsibility for obtaining the consent of the Authorized Senders for these recordings. The recordings made shall be conclusive confirmation of Payment Orders and Instructions. Customer acknowledges that not all calls will be recorded.

9. International Transactions.

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

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

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

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

Bank's experience is that a very high percentage of U.S. Dollar-denominated International Payment Orders are converted into the Conversion Currency by the beneficiary's bank before being made available to the beneficiary. Bank believes the conversion of U.S. Dollar-denominated International Payment Orders into the Conversion Currency before they are executed by Bank may offer several benefits to Customer and/or the beneficiary, including earlier conversion, better exchange rates and expedited availability of funds. However, Customer

is solely responsible for determining if the conversion of a U.S. Dollar-denominated International Payment Order into the Conversion Currency is consistent with Customer's contractual and other obligations to the beneficiary. If such conversion is not consistent with those obligations, Customer should give Bank a No-Conversion Instruction along with the International Payment Order. Moreover, if Bank receives a demand from the beneficiary or the beneficiary's bank for reimbursement of sums relating to the conversion of a U.S. Dollar-denominated International Payment Order, Bank will seek an Instruction from Customer as to whether Bank should remit those sums to the beneficiary's bank (in which event, they will be charged to the Account).

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

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

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

10. Name and Account Number Inconsistency.

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

11. Liability.

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

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

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

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

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

12. Fees.

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

13. Notices.

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

14. Applicable Law, Jurisdiction and Account Agreement.

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

15. Jury Trial Waiver.

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

16. Amendment and Termination.

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

17. Miscellaneous.

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



Signature. These terms and conditions have been signed and delivered (which you agree may be by facsimile or email attachment) on your behalf by the person whose name is printed in the "Client Name" space below. That person represents and warrants to us that he or she is one of your authorized signers and that you have taken all action required by your organizational documents to authorize him or her to sign and deliver these terms and conditions (and any other documents we may require with respect to the services) on your behalf.

Client Name: _____
Authorized Signer: _____
Print Name: _____
Print Title: _____
Date: _____

SunTrust Bank	
Authorized Signer:	
Print Name:	
Print Title:	
Date:	



Rules and Regulations For Deposit Accounts

All Accounts are subject to these rules and regulations and related account agreements or authorizing documents executed by the Depositor. Once the Account is opened, you agree to be bound by these rules and regulations and that the rules and regulations will continue to govern your Account and your relationship with us even after your Account is closed. You acknowledge and agree that the relationship between you and the Bank created by the opening of an Account is of debtor and creditor and that the Bank is not in any way acting as a fiduciary for you or your benefit and that no special relationship exists between you and the Bank.

When the laws governing your Account require the Bank to provide you written advance notification of a change to the rules and regulations, the Bank will provide such notice through a letter, account statement message or other written or electronic notice. Unless otherwise prohibited or required by applicable law or regulation, the Bank may change from time to time other provisions of these rules and regulations with or without notice.

When these rules and regulations change, a copy of the revised rules and regulations will be available at any office of the Bank or on the Bank's website at www.suntrust.com/rulesandregulations. Unless specifically stated herein, the Account is also subject to the laws of the state in which the Bank office or branch is located, including the Uniform Commercial Code, except as specifically amended herein, applicable Federal laws and regulations, and Federal Reserve and clearing house rules and procedures in effect from time to time.

These rules and regulations constitute a contract and agreement between you and the Bank. This current version of these rules and regulations supersedes all prior versions, discussions and agreements and contains the terms governing your Account. By continuing to maintain your Account, you agree to be bound by and to follow these terms in any and all future actions and transactions. These rules and regulations cannot be changed or modified orally.

This agreement is for the benefit of, and may be enforced only by, you and the Bank and their respective successors and permitted transferees and assignees, and is not for the benefit of, and may not be enforced by, any third party.

If SunTrust waives any provision of this agreement at any time, the waiver applies only in the specific instance or transaction at issue and not to any future situation or transaction or to any other provisions.

A determination that any part of this agreement is invalid or unenforceable will not affect the remainder of this agreement.

PLEASE REVIEW THE ARBITRATION AGREEMENT IN ITS ENTIRETY WHICH BEGINS ON PAGE 12 OF THESE RULES AND REGULATIONS.

General Terms and Definitions	2	JURY TRIAL AND CLASS ACTION WAIVER	14
Personal Accounts.....	3	Right of Offset and Security Interest	14
Business/Corporate Accounts	4	Collection Costs	14
General Rules for All Deposit Accounts	4	Liability Limitation.....	13
IRS Requirements	4	Death or Incompetence	14
New Account Opening Identification Requirements	5	Dormant or Abandoned Accounts.....	14
OFAC Compliance.....	5	Account Discrepancies.....	14
Unlawful Transactions.....	5	Statements	14
Credit and Confidential Information	5	Transfer or Change of Ownership	16
Privacy Policy.....	5	Account Fees.....	16
Sharing Information	5	Special Treatment of Checking Accounts and NOW Accounts	16
Telephone Monitoring and Recording	5	Additional Rules for Interest-Bearing Deposit Accounts	16
Signature Authorities.....	6	Frequency of Rate Changes	16
Multiple Signatures	6	Interest Calculation, Compounding and Crediting	17
Power of Attorney	6	Closed Accounts	17
Facsimile Signatures	6	Withdrawal Transaction Limitations.....	17
Bookkeepers	6	Specific Rules for Time Deposits and the Money Market IRA	17
Deposits and Withdrawals	7	Interest	18
Night Deposit and Rapid Receipt Deposit Services	7	Automatically Renewable Time Deposits	18
Items with Multiple Endorsements	8	Single Maturity Time Deposits	18
Collection of Items	8	Early Withdrawal Penalty.....	19
Foreign Checks or Items	8	Electronic Funds Transfer	19
Checks and Other Debits	9	In Case of Errors or Questions About Electronic Transfers	21
Check Card/ATM Authorized Transaction Holds	9	Depositor's Liability	21
Electronic Check Conversion	9	To Report Unauthorized Transactions or Lost or Stolen Card or Code..	22
Substitute Check or Image Replacement Document (IRD).....	10	Commercial Funds Transfers	23
Non-Sufficient Funds	10		
Stop Payment Orders.....	10		
Postdated Items.....	11		
Stale Dated Items	11		
Checks and Deposit Forms	11		
Bank's Stipulations	11		
Closed Account	12		
Payment Suspension.....	12		
ARBITRATION AGREEMENT	12		

**FOR ADDITIONAL INFORMATION REFER TO
INDEX.....24 - 27**

GENERAL TERMS AND DEFINITIONS

“Account” refers to any and all deposit accounts maintained by you with SunTrust, individually or collectively, including those set forth below. The Account is deemed **“opened”** when Account documentation has been properly completed and accepted by the Bank and the opening deposit has been accepted by the Bank. An additional Account opened for an existing Depositor will be deemed **“opened”** when the opening deposit has been accepted by the Bank.

“Authorized Signers” means all **“Depositors”** or duly appointed agents as shown on the Bank signature card, Account opening documents or associated resolutions, or Account authorization agreements.

“Bank” also referred to as **“we,” “us”** or **“our”** means SunTrust Bank and/or any of its offices or branches.

“Check Safekeeping” or **“Check Truncation”** means Bank will not return canceled checks in the Account statement.

“Collected Balance” refers to the collection of non-cash items (checks) deposited by you. The Bank will rely on the Federal Reserve Bank’s availability schedules to determine when credit for non-cash items has been received. (Credit from the Federal Reserve does not mean that the item may not be returned at a later date.)

“Checking Account” means a demand deposit Account subject to withdrawal by check or other means as authorized by the Bank.

“Depositor” also referred to as **“you”** or **“your”** means the owner of the Account and each person who signs the signature card for the Account or is referenced on the Bank’s records as an **owner** of the Account. Each Depositor is jointly and severally liable for all charges to the Account, including overdrafts, even if the Depositor did not participate in the transaction which resulted in the charge.

“Electronic check conversion” is a process in which your **Personal Account** check is used as a source of information for the check number, bank Routing/Transit number and account number. The information is then used to make a one-time electronic payment from your Account or an “electronic fund transfer” from your Account.

“Money Market Account” (MMA), which includes money market deposit and IRA accounts, means an Account that may be interest-bearing and is subject to limited negotiable order of withdrawal or by other means authorized by Bank, for which we reserve the right to require seven days’ written notice of an intended withdrawal of all or any part of the balance in such Account.

“NOW Account” (Negotiable Order of Withdrawal Account), which includes interest checking accounts, means an Account that may be interest-bearing and is subject to negotiable order of withdrawal or by other means authorized by the Bank, for which we reserve the right to require seven days’ written notice of an intended withdrawal of all or any part of the balance in such Account.

“Savings Account” means an interest-bearing Account for which the Bank reserves the right to require seven days’ written notice prior to withdrawal or transfer of all or any part of the balance in such Account. Savings Accounts do not have check-writing privileges.

“Statement Period” refers to the time period covered under the statement as established by the Bank according to the type of Account. Monthly statements cover an approximate period of 30 days; quarterly statements cover an approximate period of 90 days.

“Substitute Check” also referred to as **“Image Replacement Document (IRD)”** is a negotiable item and is used as a replacement of the paper check within a financial institution or between financial institutions. The front of the substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” (You may use a substitute check as proof of payment just like the original check.)

“SunTrust” means Bank and its SunTrust affiliates including but not limited to SunTrust Investment Services, Inc., SunTrust Robinson Humphrey, Capital Markets, Inc., SunTrust Mortgage, Inc., AMA Holdings, Inc., and Trusco Capital Management, Inc.

“Time Deposit” means a deposit from which the Depositor may not make withdrawals of all or any part of the balance within six days after the date of deposit unless the deposit is subject to an early withdrawal penalty of at least seven days’ simple interest on amounts withdrawn within the first six days after deposit. Further, Bank requires that you maintain your Time Deposit through the agreed upon term and any withdrawals of the balance in whole or in part will cause you to incur an early withdrawal penalty as disclosed in the section entitled Specific Rules for Time Deposits and Money Markets, under the sub-heading Early Withdrawal Penalties. A Time Deposit may be represented by a Certificate of Deposit (CD), a Savings Certificate (CD) or reflected on the books of the Bank.

Use of the term “including” means including, but not limited to.

The manner in which the Depositor opens the Account indicates the Depositor’s ownership rights in the Account. The Bank distinguishes between personal purpose and business purpose accounts. Depositor agrees to provide the Bank with the necessary documentation to establish the Depositor’s authority to open a particular Account. The definitions of Account or ownership styles outlined in this section are not meant to be all inclusive and additional Accounts or styles may be offered by the Bank. The Bank, in its sole discretion, shall not be required to open a particular Account type or style.

Personal Accounts

"A Minor By Account" (AMB) is an Account which is owned by a **minor**, but withdrawals from the Account may only be made by the adult named in the account title. You agree that upon reaching the age of majority, the funds may be transferred to the minor without the consent of the designated adult on the Account.

"Convenience Account" is a Florida Account, excluding a Certificate of Deposit per Florida law, which is owned by **one** Depositor referred to as the **Principal**, who has designated an agent(s) who has the right to deposit and withdraw funds from or draw checks on the Account. The designation of an agent, the substitution or removal of an agent, or any other change in the contractual terms or provisions governing a Convenience Account may be made only by the **Principal**. The agency relationship created under this Account is not affected by the subsequent death or incompetence of the Principal until the Bank is notified in writing in such time and manner as to afford the Bank a reasonable opportunity to act on the notification. If the Principal is placed under a guardianship, the Account is transferred to the guardian. The Account is treated as an individual account with no joint rights of survivorship. Upon notification of the death of the Principal, the agent's authority is terminated.

"Individual Account" is an Account which is owned by **one** individual. Upon the death of such individual, the Account will belong to the Depositor's estate and will be administered by the person designated or appointed by court order.

"Individual Retirement Account" (IRA) is an Account in which assets are held by the Bank as Custodian under the Bank's Individual Retirement Account Plan and established in the Depositor's own name. Regulations governing IRAs do not allow an IRA to be established as part of the Depositor's "living trust."

"Joint Account," also referred to as "Joint Account with Survivorship," is an Account which is owned by two or more individuals as joint tenants with right of survivorship and **not** as "tenants in common" or "tenants by the entirety." Upon the death of one of the joint owners, the Account will belong to the surviving joint owner or joint owners. Use of the word "and" between the names of the owners in the account title does not mean that multiple signatures are required for checks or withdrawals drawn on the Joint Account. Each joint owner on a Joint Account may withdraw, by any means we make available, any or all of the funds on deposit, close the Account, enter into special agreements regarding the Account including overdraft protection transfer agreements, and stop payment on any check or draft drawn on the Account. Each joint owner guarantees the signatures of the other joint owners and authorizes the other joint owners to endorse checks for deposit if they are payable to any of the joint owners. Each joint owner also authorizes the Bank to exercise its right of offset (setoff) and enforce SunTrust's security interest in the entire Joint Account, even though only one of the joint owners is the debtor; these rights exist irrespective of who contributed funds to the Joint Account. Similarly, we can enforce overdraft liability in the Joint Account against any joint owner individually. Garnishments against any joint owners are subject to the Bank's right of offset and security interest.

The Bank within its sole discretion may not recognize an agent authorized to act on behalf of one of the Depositors without the consent of the other Joint Account holder(s). Any such authorization will be in a form acceptable to or provided by us and will remain in effect until written notice of cancellation is received from any Depositor of the Joint Account and the Bank has a reasonable opportunity to act upon it. Notice provided by us to any one joint owner shall be deemed notice to all joint owners.

You are not permitted to change the account ownership to anything other than a "joint tenants with right of survivorship," including "tenants by the entirety" or "tenants in common" without the Bank's approval. We will treat all Joint Accounts, unless otherwise indicated on the Bank's records, as "joint tenants with right of survivorship" for all purposes, including, but not limited to writs, levies, setoffs, and determination of ownership upon death.

"Joint Account-No Survivorship" is an Account owned by two or more individuals and opened in one of the following states, which permits the owners to elect no rights of survivorship on their Joint Account. For accounts established in Arkansas, North Carolina, Virginia, Maryland and District of Columbia, upon the death of any one of the owners, the deceased owner's share is passed to his estate, trust, or pursuant to state intestacy law when proof of qualification acceptable to us is received. To exercise the option to elect no rights of survivorship on your Account, you must notify us in writing and complete our required documentation.

"Joint Tenants by the Entirety Account" is a joint account held by husband and wife together and as recognized by applicable state law where the Account is opened. For signature withdrawal purposes, the title of the Account will reflect the connector "or" between the names of the husband and wife. Upon the death of one of the spouse owners, the Account will belong to the surviving spouse owner. Each owner may withdraw, by any means we make available, any or all of the funds on deposit, close the Account, enter into special agreements regarding the Account including overdraft protection transfer agreements, and stop payment on any check or draft drawn on the Account. Each owner guarantees the signatures of the other owner and authorizes the other owner to endorse checks for deposit if they are payable to any of the owners. Each owner also authorizes the Bank to exercise its right of offset (setoff) and enforce SunTrust's security interest in the entire Account, even though only one of the owners is the debtor; these rights exist irrespective of who contributed funds to the Account. Similarly, we can enforce overdraft liability in the Account against any owner individually.

"Payable on Death (POD) Account," also referred to as "In Trust For" (**ITF**) is an Account in which one or more Account owners (also referred to as Depositors) may designate one or more beneficiaries to receive the Account's funds upon the death of the Account owner or last surviving co-owner. During the lifetime of the Account owner, the owner may close the Account, remove or add a beneficiary, change the account type or account ownership, and withdraw all or a part of the Account's balance. A POD or ITF Account is governed by the applicable laws of the State in which the Account is opened. Payment of the funds shall be in accordance with Bank's Pay on Death Supplemental Agreement and applicable State law. A POD or ITF Account may be alternatively described in the account documentation as "payable on death", "POD", "in trust for", "ITF", "as trustee for", "ATF", "transfer on death" "TOD", a "Totten Trust" or otherwise.

"Personal Agency Account" is a North Carolina Account, established by **one** Depositor referred to as the Principal, under the provisions of North Carolina General Statutes 53-146.3, who names an agent to act on behalf of the Depositor. The agent has the authority to make, sign or execute checks drawn on the Account or otherwise make withdrawals from the Account; endorse checks made payable to the Principal for deposit only into the Account; and deposit cash or negotiable instruments, including instruments endorsed by the Principal, into the Account.

The designation of an agent, the substitution or removal of an agent, or any other change in the contractual terms or provisions governing a Personal Agency Account may be made only by the **Principal**. The Principal may elect to extend the agent's authority to not be affected by the subsequent incapacity or mental incompetence of the Principal. If the Principal is placed under a guardianship, the Account is transferred to the guardian. The Account is treated as an individual account with no rights of survivorship. Upon the death of the Principal, the agent's authority under the provisions of the Account is terminated.

"Trust Account" is an Account opened under a valid, written agreement or will which creates a trust that performs transactions through its Trustee or Co-Trustees.

"Uniform Transfer to Minor Act Account" (UTMA) is an Account opened for a minor beneficiary by a **Custodian** in accordance with the Uniform Transfer to Minor Act of the state in which the Account is established (the "Act"). The minor's taxpayer identification number is used on the Account. Withdrawals from the Account may only be made by the **Custodian**. The **Custodian** agrees when the minor attains the age of majority under the Act to distribute the Account to the minor. The Act provides that a UTMA may only be established for the benefit of a **single minor**. The Bank reserves the right to limit the Account to one Custodian.

Business/Corporate Accounts

"Benefit Trust Account" (sometimes referred to as a "tragedy trust Account") is a Florida Account opened under a properly established trust agreement, which indicates that the purpose of the trust is to solicit contributions on behalf of an individual as provided for by the **Solicitation of Contributions Act**. (The Act requires full, public disclosure of the identity of persons soliciting contributions and purposes for which such contributions are solicited.)

"Corporation Account" means an Account owned by a corporation, which performs transactions through its officers.

"Debtor in Possession Account" is an Account opened pursuant to an order for relief from the court under Chapters 11, 12 and 13 of the Bankruptcy Code.

"Escrow Account" is an Account opened by attorneys, brokers, realtors or agents for the purpose of holding funds in escrow (trust) for their clients.

"Estate Account" is an Account opened by the personal representative, executor, or administrator appointed by court order to manage the estate of a deceased person.

"Guardianship Account" (non-restricted guardianship) is an Account established pursuant to state law from which an individual who has been appointed by the court as the guardian of the property of a ward is permitted to make withdrawals without a court order.

"Depository Guardianship or Asset Account" (a restricted guardianship) is an Account established pursuant to state law from which the guardian of the property of a ward may only make withdrawals **by order of the court**.

"Limited Liability Company Account" is an Account for a limited liability company, which is owned by its members and managed by those members, a manager, or a board, as designated in the company's operating agreement or articles of organization.

"Partnership Account" is an Account for an unincorporated business owned by two or more individuals or entities referred to as partners. The partners may designate Additional Signatories and such authority is revoked upon the Bank's receipt of notification of the dissolution of the partnership.

"Public Funds Account" is an Account owned by a U. S. government agency, a State, a County, a local government or any political subdivisions thereof, for which the Bank must pledge securities.

"Receivership Account" is an Account opened by a court-appointed receiver to manage the affairs of a designated person, partnership or corporation.

"Sole Proprietorship Account" is an Account for an unincorporated business owned by one proprietor or by a husband and wife. The proprietor (owner) may designate Additional Signatories and such authority is revoked upon the Bank's receipt of notification of the proprietor's (owner's) death.

GENERAL RULES FOR ALL DEPOSIT ACCOUNTS

IRS Requirements

Taxpayer Identification Number (TIN). Internal Revenue Service (IRS) requires the Bank to obtain the taxpayer identification number (TIN) applicable to the Account. For individuals, this is your Social Security Number (SSN) or Individual Taxpayer Identification Number (ITIN); for legal entities, this is your Employer Identification Number (EIN). If you are a Sole Proprietor or a single-owner Limited Liability Company (LLC), you may use your SSN or EIN.

We require Depositors to certify under penalty of perjury that the TIN provided is correct and whether they are subject to backup withholding. This certification is completed on the Bank's signature card, a substitute W-9 or on IRS **Form W-9, Request for Taxpayer Identification Number and Certification**. If this information is not provided, we are required to withhold a percent of the interest earned on the Account, referred to as "backup withholding." (Backup withholding does not apply to IRAs.) Additionally, the IRS may assess a fine for not complying with its requirements. We are also required to obtain a taxpayer identification number and certification on entities exempt from IRS reporting and withholding. To qualify for tax-exempt status, an organization must apply with IRS, unless it is already on IRS' list of tax-exempt

organizations.

Nonresident Aliens. For an Account to be classified as a "nonresident alien account," **all owners** of the Account must certify their foreign status at the time the Account is opened on a **Form W-8**. Nonresident aliens must **recertify** their foreign status every four years. If any owner does not certify their foreign status, we are required to withhold a percent of the interest earned on the Account. IRS requires a nonresident alien who has a U.S. mailing address on file with us and has presented government issued photo identification that is more than three years old to provide us an additional form of evidence of residence of a foreign country and a signed letter stating the reason a U.S. mailing address is on file and supporting the claim of foreign status. Such evidence is required when a new account is opened or foreign status is recertified.

New Account Opening Identification Requirements

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 who opens an account. When you open an account, or when you are added to an existing account, we will ask for your name, permanent street address, Social Security Number or TIN, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license, state ID, Passport, or other primary identification documents. If you are a nonresident alien, we will record your Passport number, the name of the country that issued the Passport and your **foreign** address. We will accept a post office box only as a mailing address.

OFAC Compliance

The Department of Treasury's Office of Foreign Assets Control (OFAC) administers and enforces economic sanctions programs implemented by the government. SunTrust is required to comply with all OFAC sanctions, which may include rejecting or blocking transactions or funds of certain individuals and entities. Such restrictions may include transactions involving the government of or a citizen of Cuba or with the governments of or individuals or entities located in Burma, Myanmar, Iran, Sudan, or other countries as designated by OFAC in the future. By opening an Account with us, you agree and affirm that you are not a prohibited individual or entity under any of the sanctions programs administered or enforced by OFAC, including those restrictions specifically listed in the previous sentence. In addition, you agree that if you (or another joint owner or authorized signer) are ever located within the countries of Burma, Myanmar, Iran or Sudan, you (or another joint owner or authorized signer) will not use, access or attempt to use or access any Account you have with SunTrust. You also agree that at least 15 days prior to entering the countries of Burma, Myanmar, Iran or Sudan, you will notify us of your intent to enter any such country. Such notification will be completed and submitted to us on SunTrust form entitled "Notification of Travel to OFAC Sanctioned Country" (Form 317022). You agree that SunTrust can freeze and/or reject any transaction it reasonably believes violates any of the OFAC sanctions programs or SunTrust policy or procedure. You acknowledge and agree that any transaction to or from your Account may be delayed or suspended and that a hold may be placed on your Account while a transaction is reviewed for possible violations of any of the OFAC sanctions programs and that SunTrust will have no liability for any such delays, suspensions, holds and/or any resulting unavailability of funds.

Unlawful Transactions

You certify that you will not use your Account or any Bank service for any illegal transactions or activity including but not limited to those activities prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et. seq. Further, you represent and warrant that all transactions initiated or conducted by you are legal and not in violation of the Unlawful Internet Gambling Enforcement Act or any other law.

Credit and Confidential Information

Privacy Policy. Our privacy policy, which is provided at the time you open an account, is described in our publication, "The SunTrust Privacy Policy". For current privacy practices, you may access our website at www.suntrust.com and select Privacy.

Sharing Information. To allow SunTrust to analyze your potential financial needs, or as part of the qualifying and maintenance process for Depositors, you authorize SunTrust, to the extent permitted under applicable law, to obtain information from credit reporting agencies, Early Warning Systems, ChexSystems or similar agencies, as we deem necessary. You understand such information will be used by SunTrust for internal purposes only. Further, you authorize us to share with our SunTrust affiliates your non-public or confidential information for marketing or other purposes. If you do not wish us to share confidential information to SunTrust affiliates (referred to as "opting out" of information sharing), you can make that election by calling 1-800-432-9472 or accessing our website, www.suntrust.com, and selecting the Privacy section. You can also write to us at SunTrust Privacy Preferences, Post Office Box 305110, Mail Code 7685, Nashville, TN 37230-5110. Include your name as it appears on your Accounts, as well as your address, telephone number and last four digits of your Social Security or Taxpayer Identification number.

Early Warning Systems, ChexSystems and TeleCheck. If we close your Account because you have handled the Account in an unsatisfactory manner or the Account had an overdrawn balance, which we charged off, you agree we may report this closure to Early Warning Systems, ChexSystems, Inc., TeleCheck or other similar agencies. Such reporting may adversely affect your ability to open an account at another financial institution or to write or negotiate checks at retailers/merchants.

Telephone Monitoring and Recording

You agree that SunTrust may monitor and/or record any telephone conversation with you for any reason, including to monitor the quality of service you receive and to verify transaction related information. You agree that SunTrust is not required to remind you before or during each telephone call that the conversation is subject to being monitored and/or recorded in accordance with applicable state and federal law.

Signature Authorities

The Bank accepts no liability with respect to an Account except to the Depositor, and shall not be liable to Depositor's officers, directors,

stockholders, partners, joint venturers or other interested persons. The Bank will rely upon the **signature card, resolution** or other written **designation of Authorized Signers** on an Account until we have received written notice in a form acceptable to the Bank that the authority has been terminated and we have had a reasonable time to act upon the notice. Depositors referenced on the Bank's records as owners or authorized officers designated to have such authority can add or remove authorized signers or additional signatories from the Account. If the authorized signers in your Account change, the Bank may continue to honor items and instructions given earlier by any previously authorized signer until we receive specific written notice from you not to do so and have had a reasonable amount of time to act. In such cases, we may require that you close the Account and open a new one or place stop payment orders to prevent transactions from occurring.

Each Depositor referenced on the Bank's records as an owner of the Account or each signer named on your signature card or resolution is authorized to endorse and deposit items payable to your Account, sign checks, drafts, items or other written orders and initiate wire transfers and execute Bank's Funds Transfer Authorization wire request form and disclosure, place and remove stop payment requests, and make withdrawals. The Bank does not, however, verify the signatures on every check paid against your Account, which is in accordance with industry standards and you agree that this is not a failure by the Bank to exercise ordinary care. When you receive your monthly statement, you should carefully and promptly examine it to verify only authorized checks have been paid. The Bank will not be liable if we refuse to honor any item that we believe, in our discretion, does not contain a genuine authorized signature.

Signature Specimen. You agree that the Bank may verify your signature through the signature card or a check or other document that bears your signature. We may use an automated process to obtain an image or sample of your signature from a check that bears your signature. If you create your own checks or obtain them from another source, and we cannot accurately verify your signature on a check by comparing the signature to a check posted to your Account, you are responsible for any losses that may result from our inability to use that check to verify your signature.

Agency and Fiduciary Accounts. Any individual acting as an Agent, Guardian, Personal Representative, Trustee, Custodian or in some other fiduciary capacity must present the appropriate document(s) that support such authority or designation. The Bank has the right to review, accept and retain these documents on file. We are not liable for the misapplication of funds from your Account by your agent.

Multiple Signatures. The Bank does not offer accounts on which two or more signatures are required for a withdrawal of funds from your Account. Any attempt to include such requirement on your checks, signature card or other governing account documents will be for your internal purposes or controls only and will not be binding on the Bank. The Bank may pay checks, items, electronic debits, wires, check card transactions, online banking transactions, or other withdrawal instructions signed or approved by any one of the authorized signers on the Account.

Authorized Signatory. The Bank may accept an individual as an additional authorized signer or signatory on an Account and consider this individual an agent for the owner and not as an owner of the Account. The designation of authorized signer or signatory will be made in a manner acceptable to the Bank.

Power of Attorney. The Bank may in its sole discretion refuse to honor or accept a power of attorney to open, close, deposit, or withdraw funds from your Account or to supply endorsements on checks or any other items or to take any other action with respect to your Account.

If you wish to grant an individual power of attorney over your Account, we make available our SunTrust Specific Durable Power of Attorney, which is available at any SunTrust Branch location. We may accept a non-SunTrust power of attorney form that we believe was executed by you and act on instructions we receive under that form without any liability to you. We may require the agent or attorney-in-fact to confirm in an affidavit that the power has not been revoked or terminated or that you are not deceased. We may require that you register the power with the appropriate recording authorities. We may restrict the types or amounts of transactions we permit an attorney-in-fact to conduct.

We may require a separate form for each Account for which you want to grant power of attorney. If your agent or attorney-in-fact does not present the original form, we may either accept or refuse to honor any power of attorney you grant and with no liability to you. If we accept a power, we may continue to recognize the authority of your agent or attorney-in-fact until we receive written notice of revocation from you and have had a reasonable time to act on it.

The Bank within its discretion may not recognize a power of attorney given by one owner of a Joint Account without the consent of the other Joint Account holder(s).

You agree to indemnify and hold SunTrust harmless for accepting and/or honoring any power of attorney, or copy thereof, which SunTrust accepts in good faith and believes is valid and authorized by you.

Facsimile Signatures. The Bank may refuse to accept a request from you to use a machine or "**facsimile signature**" on your Account. If we do agree, you must provide us with a specimen of any machine or facsimile signature. Regardless of whether you have provided a specimen of the facsimile signature, if you use a machine or facsimile signature, you are responsible for any check, draft, item or other written order when bearing or purporting to bear a machine or facsimile signature of any of the authorized signers, regardless of by whom or by what means the actual or purported machine or facsimile signature may have been affixed and, regardless of by whom or by what means the item was created. You assume all liability for and indemnify us from the unauthorized use of any machine or facsimile signature. If you use any type of machine or facsimile endorsement on any item, you agree that we may accept any future machine or facsimile endorsement on an item as your endorsement, regardless of by whom or by what means the actual or purported machine or facsimile endorsement may have been affixed.

Bookkeepers. In the event you authorize any third person, such as a bookkeeping service, an employee, or agent of yours, to retain possession of or prepare items or make deposits, you agree to assume full responsibility for any errors or wrongdoing by such third person or any of its employees if the Bank should pay such items or allow the negotiation of any part of a deposit, including receiving any cash back. If you are a business, or you have someone write, issue, or mail your checks or to make deposits, you agree not to entrust the writing of checks and the reconciliation and review of account statements and notices to the same person. You agree that we may deny a claim for loss due to forged,

altered or unauthorized checks or endorsements if you fail to follow these procedures.

Lost or Stolen Items. You should immediately report the theft or loss of any items imprinted with your Account number or name. We may require that you close the Account and open a new Account. If you fail to report such a theft or loss, you will assume full responsibility if the Bank should pay such items. The Bank may pay items with a signature bearing any resemblance whatsoever to the Depositor's signature.

Deposits and Withdrawals

Deposit of Items. You may make deposits in person, by mail, or by any other method we make available, such as our automated teller machines (ATMs) and night depositories. We are not responsible for deposits made by mail, night depository or through a depository not staffed by the Bank's personnel until we actually receive the deposits and record the receipt of those deposits on our books and records. If you fail to endorse an item that you submit for deposit, we have the right, but are not obligated, to supply the missing endorsement. We may require that certain government checks, insurance company items, or other instruments be endorsed by each of the payees. You agree to reimburse us for any loss or expense we incur because you fail to endorse an item exactly as it is drawn.

You agree that, without prior written approval from us, you will not knowingly deposit items into your Account that do not have either a true original signature of the person on whose account it is drawn or an authorized mechanical reproduction of that person's signature. Without prior express written approval from us, you agree not to create and deposit substitute checks or image replacement documents. If you deposit such items without our written approval, you agree to be liable to us and agree to reimburse us for any losses or expense we may incur from your depositing such items. Amounts deposited will be credited on the *business* day the deposit is made. Items drawn on your Account and presented to us for payment may be charged against your Account effective the same *calendar date* the item is delivered to us for payment. If we receive an item on a weekend, holiday, or after the Bank's cutoff hour on a business day, the item is deemed to have been received on the Bank's next business day. If you make your deposit in person at the teller window, the business day of your deposit is indicated on the deposit receipt provided by the teller.

Note: Unless otherwise defined with respect to a specific context, the term "*business day*" as used throughout these rules, does not include any Federal holiday on which our banking offices are closed or any Saturday or Sunday, even if our offices are open. The hours of a "*business day*" usually run from 9 a.m. to 2 p.m. Monday through Friday at the branches/offices, unless posted otherwise. Our *earliest* business-day cutoff time at a banking office is 2:00 p.m. Later business-day cutoff times may apply in certain offices or locations. If you make your deposit after 7:00

a.m. at a SunTrust Bank night depository or after 12:00 noon at a SunTrust Bank ATM or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Although a receipt is provided for most deposits, if subsequent Bank verification of a deposit disagrees with your receipt, we reserve the right to adjust the deposit credit accordingly. If this adjustment is disputed, you may be asked to provide proof of the amount or the items deposited and without sufficient evidence, our count will be final.

Night Deposit and Rapid Receipt Deposit Services. You may utilize the night depositories located at SunTrust branches to make Night Deposits or Rapid Receipt Deposits, which may also be delivered to a commercial teller at a branch location. You grant full authority to your employees, agents, or representatives to deliver the deposits, receive receipts, additional bags and other documents and items from the Bank and we may act upon the instructions of these individuals in relation to these services. You agree that any titleholder or Authorized Signer reflected on the banking resolutions is authorized to designate, add, or delete the names of individuals who are authorized to receive or otherwise deal with the bags and their contents. We may require that such authorization be in a written form acceptable to us.

If you use a key to access the night depository, you agree to keep the key(s) secure and available only to authorized individuals. You are responsible for successfully placing the deposits in the depository and relocking the outer door of the depository. You agree to report any unusual conditions immediately to us at 1- 800-SunTrust or to local law enforcement.

Deposits of currency, instruments and/or coin, along with a properly completed deposit ticket, must be delivered in disposable, tamper-evident bags meeting our specifications. Rapid Receipt deposits must be prepared utilizing a SunTrust double-pocket disposable, tamper-evident bag or similar bag meeting our specifications. You agree to prepare currency properly, including sorting by denomination and strapping in full packs of 100 bills, whenever possible. Account name and number must be clearly indicated on the outside of the bag along with itemized deposit information. Any unsealed, damaged or improperly tagged or labeled bags will be returned to you unprocessed.

Night Deposit bags will be processed by us and same-day provisional credit will be provided to your Account on the business day of processing. If you have previously arranged for us to not process the deposit or the deposit is in a locked bag for which we do not have a key, you must retrieve the unprocessed bags during the hours the branch is open for business. If you request a receipt be produced for deposits, the receipt will be available for pickup at the branch location for one business day only following the date the deposit is processed. The receipt will be discarded if not picked up on that business day.

We will provide same-day provisional credit to your Account for Rapid Receipt Deposits delivered to a commercial teller on business days prior to the business-day cutoff, or such earlier time set by Bank at its discretion, referred to as the "deadline". Cash enclosed in a Rapid Receipt Deposit or any deposit received by us in a double pocket disposable tamper-evident bag may not be immediately counted and verified and we shall have the right to count and verify the cash up to 48 hours after the time the Rapid Receipt Deposit is received and accepted by us. We will provide a receipt for each Rapid Receipt Deposit delivered to a commercial teller at a branch location. Although currency and coin included in the deposit may not be verified immediately, the receipt will reflect the total shown on the deposit ticket prepared by you.

Deposits made on a weekend, holiday, or after the Bank's cutoff or established deadline, will be provisionally credited to the Account on the Bank's next business day.

All deposits are subject to verification and you agree to accept as final and conclusive our count of cash in the deposit. If there is any

discrepancy between the total amount of the deposit reflected on the deposit ticket and the amount counted by us, the Bank's count will control. A deposit adjustment notice will be mailed for adjustments over \$10 on the day the discrepancy is discovered.

We will not be responsible for any loss or damage sustained by you in the use of the Night Deposit or Rapid Receipt Deposit services that results from an act, omission or act by your employee or by some other third party, or any cause beyond our control. We shall be responsible for loss or damage sustained by you in the use of these services only if such loss or damage is the result of our gross negligence or willful misconduct. In any event, we shall not be responsible for any special, consequential, indirect or punitive damages suffered by you or any third party in relation to these services even if we were aware of the possibility of such damages.

Items with Multiple Endorsements. When you deposit or negotiate an item made payable to or endorsed by another party(s), you guarantee and warrant that all endorsements are valid and that all necessary endorsements are included. In the event any such item is deposited or returned to us for any reason, you authorize us to place a hold on or debit your Account for the amount of the item and you agree to be responsible for the full amount of the item. We may require you to verify an endorsement on an item through the appearance in person of the endorsee with proper identification and/or obtain an endorsement guarantee. At or after the time of the cashing, negotiation or deposit of an item with multiple or third-party endorsements is made, we may return the item unpaid or place a hold on your Account for the amount of the item until such a verification is complete to our satisfaction.

Collection of Items. In receiving items for deposit or **collection**, we act as your collection agent and assume no responsibility beyond the exercise of ordinary care. The term "**collection**" refers to the process of special handling of an item, including presenting the item for payment by mail or in a cash letter to the paying bank in the U. S. or outside the U. S. Special instructions for handling an item will be effective only if accepted by the Bank and given to us along with the item in question. Items accepted for **collection** are normally credited to your Account only after we have received payment for them. If we do agree to credit your Account in advance and then do not receive payment for the **collection** item, we will debit your Account for the amount of the item. Fees for processing **collection** items apply even if the **collection** item is returned unpaid.

You agree to assume all risk of loss of an item in the process of collection and agree to promptly assist and cooperate with SunTrust to recreate any lost, misplaced, destroyed or stolen items, including deposits. In order to reduce the risk of loss, you agree to maintain a record of the maker of items delivered to us for deposit and/or negotiation. In addition, you agree that SunTrust is not liable to you if any lost, misplaced, destroyed or stolen items cannot be recreated and have not yet completed collection or have not yet been forwarded for collection. SunTrust may reverse any credit given for a deposited item that is lost, misplaced, destroyed or stolen in transit and/or you will repay SunTrust for any such credit. In no event will SunTrust be liable to you if you cannot fully identify to us the maker and amount of a lost, misplaced, destroyed or stolen item.

We will not be liable for default or negligence of any subsequent collecting banks. All items, including checks drawn on SunTrust, are credited subject to final payment and receipt of proceeds by us and subject to such items not being returned to us. Without prior notice to you, we may charge back any item at any time if an item is lost, misplaced, destroyed or stolen in the collection process, if it is returned unpaid or if it was improperly paid, even if the funds have already been made available to you or have been withdrawn, used or committed by you and whether the item is physically returned. If an item is returned to us under a breach of warranty claim or that the item was forged, altered, unauthorized or should not have been paid for any reason, we may accept the return and debit the item back to your Account, regardless of whether the check was promptly returned to us or was returned prior to any midnight deadline. Such a debit may occur regardless of the amount of time since an item was presented by you, whether you were notified that the funds for such item were available or had been previously collected or you had withdrawn or otherwise made use of the funds previously credited to your Account. Local Clearing House Association rules may extend the return time period on unauthorized, counterfeit, or forged maker's signature checks when drawn on and cleared through a Clearing House Member Bank. The Bank is not liable for any action or inaction to return, attempt to return or to otherwise recover any returned item.

When you accept a check in payment or otherwise and deposit or negotiate the check, you are liable for the entire amount of the check if it is returned for any reason, even if you paid to a third party a portion of the funds or the difference between the amount of the check and the amount owed to you. If you cash an item that is later returned, you are liable for this item in the same manner as if the item had been deposited to your Account and we will charge back the item to your Account. You hereby authorize us to pursue collection of previously dishonored items, and in so doing we may permit the payer bank to hold an item beyond the midnight deadline. In the event a check you write and deliver to the payee is lost at any time after the check is deposited at a bank or other financial institution, you authorize the Bank to charge your Account with a photocopy of said check unless you have followed all necessary stop payment requirements.

You acknowledge and agree that the Bank cannot determine whether an item that you previously deposited or negotiated has been paid or will be returned. Therefore, you acknowledge and agree that neither the Bank nor any of its employees or agents will be liable for any statement to you that an item, including a check has been paid, has cleared or will not be returned or that such item or check is or was "good" or any other statement of a similar nature.

Foreign Checks or Items. The processing and collection of foreign checks or items are not subject to U.S. laws or regulations, including collection or return time periods. We may refuse to accept for deposit or **collection**, a check, draft or other item that is payable in a currency other than U.S. dollars or that is drawn on a bank or a branch of a bank located outside the U.S. We may accept checks payable in foreign currencies or drawn on foreign banks on a collection basis only. Items accepted for **collection** are normally credited to your Account only after we have received payment for them. If we do agree to credit your Account in advance and then do not receive payment for the item, we will debit your Account for the amount of the item. Fees for processing **collection** items apply even if the **collection** item is returned unpaid.

If we accept a foreign check for deposit or **collection**, you assume all risks associated with the collection process and foreign currency fluctuation. A foreign check may be returned unpaid much later (in some cases, several months later) than items drawn on U.S. banks. You assume all risks of a late return of a foreign item. If a foreign check is sent for **collection** and paid, then returned later for fraud, we will debit your Account at our current exchange rate including fees assessed by the foreign bank.

If you deposit an item that we later determine is a foreign item and must be sent for **collection**, we may reverse any provisional credit given for the item at our current exchange rate and send the item for **collection** or mail the item back to you. If we return the foreign check to you, you may then ask us to send the item for **collection**.

Return of Direct Deposits. If, for any reason, we are required to reimburse the payer for all or any portion of any payment deposited into your Account through a direct deposit plan, you agree that we may, without prior notice to you, deduct the amount to be returned from your Account or from any other Account you have with us, unless the deduction is prohibited by law. This right is in addition to any other rights the Bank has under these rules and regulations, including the right of offset and its security interest in your Account.

Checks and Other Debits. Notwithstanding any other provision in this or any other agreement or document, you agree that we may credit items to and debit items from your Account by either posting such items from largest to smallest dollar amount or by using any other method and order of posting which we choose in our sole, unilateral and absolute discretion. In choosing such a method, we may establish processing priorities for checks and other items. For example, we may process cashed checks, ATM withdrawals, Check Card purchase debits, and automatic payments before other incoming checks or debits. We may change the priority or order at any time without notice to you. If you do not have sufficient funds available in your Account to pay all items presented on a given day, our processing methods may result in more overdraft/returned item fees, or other fees or penalties than other methods. We may choose our processing method at our discretion, regardless of whether additional fees or penalties may result. We may refuse any check or other item drawn against your Account or any method of presentment, including electronic presentment, attempting to withdraw funds from your Account if it is not presented on a form and through a procedure approved by the Bank.

You agree that we may pay and charge against your Account photocopies, image replacement documents or substitute checks, electronic checks or other paper or electronic replacements of the original items if they are legitimate replacements for properly drawn and authorized items. You agree to permit any imaged document or copy to serve as the original for all purposes including charging your Account or determining validity of signature.

We may act, in our discretion, upon your instructions received by telephone or telecopier (fax machine) or other electronic means and you agree to hold the Bank harmless and indemnify us for any liability we may incur for reasonably acting upon such requests. When you give signed checks to another party with the payee, amount, date or other provision left blank, you agree that your Account may be charged for the check as completed.

We may honor items drawn on your Account by authorized signers, even if the items are made payable to them, to cash or for deposit to their personal accounts. You agree that the Bank has no duty to investigate or question items, withdrawals or the application of funds.

You may make unlimited transfers, automatic debits to pay loans to us or withdrawals from your Savings or Money Market Accounts, excluding Money Market IRAs, by mail, ATM, or in person. Payment made to a person presenting an Account withdrawal receipt signed by the Depositor, shall be conclusively deemed to be good and valid on the Account of the Depositor. We will have the right to assume that any such person is acting as a messenger for the Depositor, unless the withdrawal receipt has been lost and notice in writing has been given to us. Receipt of such notice must be acknowledged in writing and signed by an officer of the Bank before such payment is made. This paragraph does not grant you the right to make withdrawals by messenger. We reserve the right to refuse withdrawals by messenger.

For security reasons and in order for us to properly prepare for such requests, you agree to provide advance notice to us for significantly large cash withdrawals. Furthermore, you agree to work with us and consider alternative methods, such as an Official Check, to the payment of actual cash for the withdrawal. You understand and agree that the Bank is not responsible for providing any security regarding any cash withdrawals or deposits.

In the event you voluntarily give your Account number to a third person by telephone or any other method, you authorize the recipient of the information to initiate debits to your Account and you will be liable for all debits initiated by such person or company. Likewise, you will be liable for all debits initiated by any service provider hired by you to draft your Account to pay third parties, whether your signature is on the drafts.

Check Card/ATM Authorized Transaction Holds. When you use your Check Card or ATM Card at certain merchant locations, the merchant may obtain an authorization for the amount of the purchase or an authorization for an amount that is the same, less or more than the final transaction. At the time the merchant obtains the authorization for the Card transaction, a hold is placed on your Account for the amount of the authorization in order to ensure that the funds are available when the transaction is presented for payment. If the Card transaction required your Personal Identification Number (PIN), the funds are held through the business day of authorization. If the Card transaction was performed without entering your PIN (usually referred to as a signature-based transaction), the funds are held for up to three business days. If the authorized transaction is presented for payment before three business days have elapsed, an attempt is made to match the payment to the original authorization. If a match occurs, the hold is typically removed. The funds on hold for an authorized Card transaction are not available for other uses during the hold period. If other items are presented for payment against the funds on hold, your Account may be subject to a per-item penalty for drawing against unavailable funds.

Electronic Check Conversion. At the point of sale, a merchant must provide a notice to you that information from your **Personal Account** check will be used to make an electronic fund transfer payment from your Account. If you mail a check to pay a bill, the notice that your check will be converted to an electronic transfer should be included with the billing information. If you do not wish your check to be used for electronic check conversion, you may have to provide another form of payment such as cash, debit card or credit card.

You may not stop payment on a transaction that you initiate by check, which the merchant converts to an electronic transfer at the point of sale. If you have a problem with an electronic check conversion transaction posted to your Account, contact us within 60 days after we send you the statement on which the problem or error appeared. Depending on the circumstances, we may take up to 45 days from the time you notify us to complete our investigation.

Remotely Created Checks. A remotely created check is an item that allegedly authorizes payment to be made but which is not actually signed by the drawer. You agree that if you cash, negotiate or deposit a remotely created check into your Account, you are warranting to us that the check is authentic and is authorized by the drawer of the check according to the terms contained on the check. If a remotely created check is returned to us at any time and for any reason, we may debit the amount of the check from your Account.

Substitute Check or Image Replacement Document (IRD). To make check processing faster, federal law permits banks to replace original checks with "substitute checks" or IRDs. These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check or IRD states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Under federal law, the Bank is required to accept substitute checks with warranties as the legal equivalent of the original check and we will pay and charge your Account for such substitute checks.

Some or all of the checks that you receive back from us may be substitute checks. You have rights with substitute checks that do not apply to original checks or electronic debits to your Account.

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your Account (for example, if you think that we withdrew the wrong amount or withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal (for example, returned check penalties/fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your Account is an interest-bearing Account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your Account earns interest) within ten business days after we received your claim and the remainder of your refund (plus interest if your Account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if later, we are able to demonstrate that the substitute check was correctly posted to your Account.

If you believe you have suffered a loss relating to a substitute check that you received and that was posted to your Account, contact us at **1-800-SunTrust** (1-800-786-8787) or write to us at SunTrust Bank, Post Office Box 622227, Orlando, FL 32862- 2227. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the Account statement showing that the substitute check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. We may require you to submit your claim in writing.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check (and/or) the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check (payee), and the amount of the check.

Non-Sufficient Funds. You agree to not overdraw or attempt to overdraw your Account and to ensure that there are sufficient available funds in your Account in advance to cover all debits, holds and other items that are charged to your Account. Checks or other items drawn against non-sufficient funds in your Account, which have not been covered by overdraft protection, are subject to a penalty, also referred to as a fee, set forth in the Bank's then current fee schedule. This penalty will be charged to your Account in accordance with these rules and regulations or any applicable regulations and laws in effect at the time the penalty/fee is incurred. We may determine whether your Account contains sufficient funds to pay a check or other item at any time between the time the check or other item is received by us and our return deadline and by using any means we choose in our sole, unilateral and absolute discretion, and only one determination of the Account balance is required. The Bank under no circumstances shall be required to examine or consider balances which you may maintain in your other Accounts. If that determination reveals non-sufficient funds to pay the check or other item, we will not be required to honor the check or other item and may return it. Alternatively, we may honor the check or other item and **create an overdraft**.

However, honoring one or more overdrafts does not obligate us to honor any future overdrafts, and you should not rely on us to honor an overdraft.

We are not required to send you prior notice on checks returned for non-sufficient funds. You agree to deposit sufficient funds to cover any overdraft and any penalties assessed immediately upon notice of any overdraft, and to reimburse us for any costs, including but not limited to reasonable attorney's fees, we incur in collecting any overdraft from you.

Stop Payment Orders. Any Authorized Signer on an Account may stop payment on a check or draft drawn on the Account, if the check or draft has not already been paid or cashed by SunTrust.

You may request a stop payment on an Automated Clearing House (ACH) debit to your Account if the item has not already been paid. You are responsible for notifying the originator/sender that you have revoked your previous authorization for ACH debits.

You may **not** stop payment on a Check Card, ATM or point-of-sale transaction or a transaction that you initiate by check, which a merchant converts to an electronic transfer at the point of sale.

We may, but are not required to, accept oral or written stop payments, even though the person who is requesting the stop payment is not the Authorized Signer who signed the item. You must describe with certainty the check or draft to be stopped. If you do not provide the check number, payee and the exact amount of the item, we will not be liable for misidentification or payment of the item and failure to honor the stop payment order.

A stop payment order must be received in such a manner that affords us a reasonable opportunity to act upon it. In some cases, we may pay an item even if a stop payment order is in process. For example, if one of our Banking Offices, without notice of your request, cashes a check that you have asked us to stop, we may still pay the check. If the Bank pays an item over a valid and timely stop payment order, the Bank is responsible only to the extent that you can establish that you have incurred actual damages. If your Account is re-credited, you agree to transfer to us all of your rights against the payee or other holder of the item, and to assist us in legal action taken later against that person.

There is a fee for the special handling involved with a stop payment order. If you make an oral stop payment, you will be required to confirm the request in writing within 14 days after the Bank received the oral stop payment, unless the Bank sends a stop payment confirmation which will suffice as the written request. A stop payment order will be effective for six months from the date of the written request unless renewed prior to the expiration of the request. If not renewed, an item that is presented or re-presented to the Bank for payment may be paid. Each renewal is treated as a new stop payment order and subject to the Bank's stop payment fee. A release or cancellation of a stop payment order may be given by any Depositor or Authorized Signer on the Account; however, such a release or cancellation must be delivered to us in writing.

Postdated Items. All postdated items shall be treated as demand items and payable at presentment. If we return a postdated item because of non-sufficient funds in your Account, you will be subject to a returned item fee penalty. If you notify us to stop payment on a postdated check, the request will be subject to the Bank's stop payment fee. You may request the Bank to honor post dated instructions according to applicable law.

Stale Dated Items. The Bank maintains the option to either pay or dishonor any stale dated item, which is an item more than six months old, upon presentation to the Bank. However, if the item is paid by us in good faith, we will not be liable for paying such an item.

Checks and Deposit Forms

Checks and Deposit Ticket Specifications. Various styles of checks and deposit tickets are available through check-printing companies, which have been approved by us. These companies meet the quality standards and check printing requirements established by the American Bankers Association. We may refuse to accept checks or other forms that you create or other companies provide that do not meet our specifications. You are liable for all claims, costs, losses and damages that may result from the use of a non-standard check or deposit ticket. The specifications include the magnetically encoded numbers, the size of the check, and the weight, color and type of paper. If you create or obtain checks or other forms from non-approved check-printing companies and the items cannot be processed through our automated check processing systems, we may refuse to accept the items and charge you a fee for each check or other item. A copy of our check printing specifications can be obtained by calling 1-800-SunTrust or asking a representative at any of our SunTrust offices.

Conditional Items. You will not draw or issue items which state on their face "void after a specified length of time" or other conditions for payment. We will not be bound by such conditions and will not be liable for paying such items.

Ink Used on Checks. Checks you write may be converted into substitute checks or image replacement documents (electronic images) during the check collection and return process. To avoid having critical data disappear or be obscured during the image process, you should use blue or black ink when preparing checks or other forms. Using a lightly colored ink or such colors as red, purple or green or gel inks may cause important data to not image. You agree to bear the risk of loss in such cases.

Personal Information on Items. To guard against the disclosure and unauthorized use of personal information, you agree not to pre-print or write your Social Security Number, date of birth, driver's license number or other personal information on your checks or other items issued on your Account. If such information is included on your checks or other items drawn on your Account, you agree that the Bank will not be liable for the improper use of any such information by any individual or entity, regardless of how the individual or entity obtained or used the information.

Bank's Stipulations

We may at any time in our discretion, refuse to open an Account, refuse any deposit, limit the amount which may be deposited, return all or any part of a deposit or close the Account without advance notice to the Depositor. We may at anytime in our discretion, rely on existing Account documents or through transactions you perform on the Account, including checks you have signed, deposited items you have endorsed, and check card transactions, to determine ownership of an Account and/or record your ownership of an Account on which your name appears. In addition, SunTrust may discontinue or refuse to offer you any account, service or product at any time.

If there are any unauthorized transactions or suspicious activity on your Account, including unauthorized checks or debits on your account or lost, stolen or missing checks, we strongly recommend that you close your current Account and open a new one. If you do not do so, you agree that the Bank is not liable to you for any subsequent debits, unauthorized transactions, losses or damages that occur on your Account.

Closed Account

The Bank may consider an Account to be closed when the Account reflects a zero balance on the Bank's records.

Payment Suspension

Adverse Claims. We may suspend payment and/or place a hold on your Account without any liability to you under the following circumstances: (1) If the Bank, in its reasonable discretion, determines that the ownership of funds or the right to debit or make withdrawals from your Account is in dispute. For purposes of this section, "dispute" may include such disputes between you and the Bank involving the Account, disputes between you and an Authorized Signer or other joint owner, or any situation where a third party takes action or gives notice to the Bank of any claim on the Account or funds contained therein, regardless of whether the Bank is involved in such dispute, as well as any other situation in which there is an allegation of fraud or mistake or the Bank is uncertain as to the ownership or payment of funds. (2) You owe the Bank or any of its affiliates money. (3) We detect or suspect any unauthorized, unlawful or irregular activity related to your Account including but not limited to transactions prohibited by the Unlawful Internet Enforcement Act, 31 U.S.C. Section 5361 et.seq. (4) You have committed an allegedly fraudulent act, or, if any claim, whether oral or written, has been made upon the Bank due to your actions. Or, (5) upon notice of a bankruptcy filing. Payment will be suspended on your Account until the dispute, allegation, or problem is resolved or determined to the Bank's satisfaction. In no event will the Bank be liable for any delay or refusal to follow instructions or for returning items unpaid that occur as a result of a dispute or uncertainty over the ownership or control of your Account or the suspension or freezing of your Account for any of the reasons stated above.

In the event we receive a documented claim for a forged, irregular, altered (including payee and dollar amounts), or unauthorized endorsement on a check or draft deposited into your

Account, the Bank is authorized to debit your Account for the amount of the claim, without prior notice to you. The Bank will have no liability for honoring the claim.

You agree to be liable to the Bank for any loss, costs, including, but not limited to reasonable attorney's fees, or expenses, to the extent permitted by law that we incur as a result of any dispute brought by a third party involving your Account. You authorize us to deduct any such loss, costs, or expenses from your Account without prior notice to you.

Legal Process Against Account. You acknowledge and agree that because the Bank has offices in multiple states, if any legal process is served upon the Bank, we may honor such service and charge your Account, regardless of jurisdiction or where or how served. You agree that we may accept any legal process we believe to be valid without any liability to you and that we may, in our discretion, waive such service and accept legal process by mail, electronic mail, facsimile or other means. If we receive any court order or similar process, or if we are required to suspend payment by any law or regulation including, but not limited to those issued by the Office of Foreign Assets Control, we may suspend payment or comply with the terms of the order or similar process on any Account that we believe to be affected by the order. Payment will be suspended until final resolution of such court order or similar process or until the applicable law or regulation authorizes resumption of payments, even though such suspension or compliance may be due to inadvertency or error due to the similarity of names of Depositors or other mistakes. If your Account is attached, garnished, or otherwise subject to levy by lawful legal action, we will not be liable to you for any sums we pay or freeze because of such attachment, garnishment, or other levy, even if paying or freezing the money from your Account leaves non-sufficient funds to pay a check you have written. After receiving legal process, we may freeze or remove the funds at issue from your Account and you agree that we are not required to pay interest on such funds. If we incur any expenses including, without limitation, reasonable attorney's fees in responding to a court order or similar process that is not otherwise reimbursed, we may charge such expenses to your Account without prior notice to you. Any attachment, garnishment or other levy against your Account is subject to the Bank's right of offset and security interest. The Bank's fees for garnishment, levy, or other attachment against your Account are due when the garnishment, levy or other process is issued, and the Bank may offset these fees from your Account prior to honoring any garnishment, levy, or other attachment. You agree that the Bank will not be liable for any hold or freeze placed on your Account, including any items returned unpaid because of such a hold or freeze, even if some or all of the funds in the Account are exempt from garnishment, levy, or other attachment.

Policies and Procedures

Any internal SunTrust policies or procedures are for the sole benefit of SunTrust and shall not impose a higher standard of care or duty than otherwise would apply in their absence.

ARBITRATION AGREEMENT

READ THIS PROVISION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW DISPUTES AND CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.

YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION

AGREEMENT AS SET FORTH BELOW. If you do not reject this arbitration agreement, for a Claim subject to arbitration, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate a Claim with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration.

Claims Subject to Arbitration. A "Claim" subject to arbitration is any claim, dispute or controversy between you and us (other than an Excluded Claim or Proceeding as set forth below), whether preexisting, present or future, which arises out of or relates to the Account, these rules and regulations or any transaction conducted with us in connection with the Account or these rules and regulations. "Claim" has the broadest possible meaning and includes initial claims, counterclaims, cross-claims, third-party claims and federal, state, local and administrative claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity and includes claims for money damages and injunctive or declaratory relief. Upon the demand of you or us, Claim(s) will be resolved by individual (not class or class-wide) binding arbitration in accordance with the terms specified in this arbitration agreement.

Special Definition of “We,” “Us” and “Our.” Solely for purposes of this arbitration agreement, the terms “we,” “us” and “our,” in addition to the meanings set forth in these rules and regulations, also refer to SunTrust’s employees, officers, directors, parents, controlling persons, subsidiaries, affiliates, successors and assigns. “We,” “us” and “our” also apply to third parties if you assert a Claim against such third parties in connection with a Claim you assert against us.

Excluded Claim or Proceeding. Notwithstanding the foregoing, “Claim” does not include any dispute or controversy about the validity, enforceability, coverage or scope of this arbitration agreement or any part thereof (including, without limitation, the Class Action Waiver set forth below and/or this sentence); all such disputes or controversies are for a court and not an arbitrator to decide. However, any dispute or controversy that concerns the validity or enforceability of the rules and regulations as a whole is for the arbitrator, not a court, to decide. In addition, the following claims or proceedings will not be subject to this arbitration agreement: (1) any individual action brought by you or us in small claims court or your state’s equivalent court, unless such action is transferred, removed, or appealed to a different court; (2) the exercising of any self-help rights, including set-off as described in the paragraph below titled “Right of Offset and Security Interest,” or (3) any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind. The institution and/or maintenance of any such right, action or litigation shall not constitute a waiver of the right of either of the parties to compel arbitration regarding any other dispute subject to arbitration pursuant to this arbitration agreement. Moreover, this arbitration agreement will not apply to any Claims that are the subject of (a) a class action filed in court that is pending as of the effective date of this arbitration agreement in which you are alleged to be a member of the putative class (however, you and we will continue to be bound by any prior version of this arbitration agreement) or (b) a motion to compel arbitration filed by us against you before the effective date of this arbitration agreement pursuant to a prior version of this arbitration agreement (however, you and we will continue to be bound by any prior version of this arbitration agreement).

Federal Arbitration Act. Notwithstanding any choice of law or other provision in these rules and regulations, the parties agree and acknowledge that this agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act (Title 9 of the United States Code) (“FAA”) shall govern its interpretation and enforcement and proceedings pursuant thereto. To the extent state law is applicable under the FAA, the law of the state governing your account relationship with us shall apply.

Class Action Waiver. Notwithstanding any other provision of these rules and regulations, if either you or we elect to arbitrate a Claim, neither you nor we will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other persons. No arbitrator shall have authority to conduct any arbitration in violation of this provision. (Provided, however, that the Class Action Waiver does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers including you. This means that we will not have the right to compel arbitration of any claim brought by such an agency). The parties to these rules and regulations acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is nonseverable from this arbitration agreement. If the Class Action Waiver is limited, voided or found unenforceable as to any Claim(s), then the parties’ arbitration agreement (except for this sentence) shall be null and void with respect to such Claim(s) (but not as to any other Claim(s) that have been or are later brought), subject to the right to appeal the limitation or invalidation of the Class Action Waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.

Arbitration Procedures. If you or we elect to arbitrate a Claim, the electing party must notify the other party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit. Otherwise, your notice must be sent to SunTrust Bank Legal Department, Attn: General Counsel- Arbitration Election, Mail Code 0643, 303 Peachtree Street, N.E., 36th Floor, Atlanta, Georgia 30308, and our notice must be sent to the most recent address for you in our files. Any arbitration hearing that you attend must take place in a venue reasonably convenient to you. If a party files a lawsuit in court asserting

Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Claim(s) to select an arbitration administrator in accordance with the paragraph below and commence the arbitration proceeding in accordance with this arbitration agreement and the administrator’s rules and procedures.

The arbitration will be administered by the American Arbitration Association (“AAA”), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, 1-800-778-7879 or JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614, www.jamsadr.com, 1-800-352-5267. The rules and forms of the AAA and JAMS may be obtained by writing to these organizations at the addresses listed above. If the AAA and JAMS are unable or unwilling to serve as administrator, the parties may agree upon another administrator or, if they are unable to agree, a court shall determine the administrator. No company may serve as administrator, without the consent of all parties, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of this arbitration agreement. In the event of a conflict between the provisions of this arbitration agreement and any applicable rules of the AAA or JAMS or other administrator used, the provisions of this arbitration agreement shall control.

A single arbitrator will be appointed by the administrator and, unless the parties agree otherwise, must be a practicing attorney with ten or more years of experience or a retired judge. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, nor by state or local laws that relate to arbitration provisions or proceedings. The arbitrator will honor and enforce statutes of limitation and claims of privilege recognized under applicable law. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with these rules and regulations and the FAA, that would apply if the matter had been brought in court. The arbitrator may award any damages or other relief or remedies permitted by applicable law. For Claim(s) that total less than \$75,000 and at your written request, we will pay all filing, hearing and/or other fees charged by the administrator and arbitrator to you for Claim(s) asserted by you in arbitration after you have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which you reside. If you have already paid a filing fee for asserting the Claim(s) in court, you will not be required to pay that amount again. In addition, the administrator may have a procedure whereby you can seek a waiver of fees charged to you by the administrator and arbitrator. We will always pay any fees or expenses that we are required to pay by law or the administrator’s rules or that we are required to pay for this arbitration agreement to be enforced. The arbitrator will have the authority to award attorneys and expert witness fees and costs to the extent permitted by either these rules and regulations, the administrator’s rules or

applicable law. The arbitrator shall award you your reasonable attorneys' and expert witness fees and costs (a) if and to the extent you prevail on Claim(s) you assert against us in an arbitration commenced by you, or (b) to the extent required under applicable law for this arbitration agreement to be enforced. The arbitrator shall write a brief explanation of the grounds for the decision. A judgment on the award may be entered by any court having jurisdiction.

Severability and Survival. If any part of this arbitration agreement, other than the Class Action Waiver, is deemed or found to be unenforceable for any reason, the remainder shall be enforceable. This arbitration agreement shall survive the closing of your Account and the termination of any relationship between us, including the termination of these rules and regulations.

Effect of Arbitration Award. The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$50,000, any party can, within thirty (30) days after the entry of the award by the arbitrator, appeal the award to a three- arbitrator panel administered by the Administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this arbitration provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the above paragraph titled "Arbitration Procedures." Any final decision of the appeal panel is subject to judicial review only as provided under the FAA.

Notice and Cure; Special Payment. Prior to initiating a Claim, you may give us a written Claim Notice describing the basis of your Claim and the amount you would accept in resolution of the Claim, and a reasonable opportunity, not less than thirty (30) days, to resolve the Claim. Such a Claim Notice must be sent to us by certified mail, return receipt requested, at SunTrust Bank Legal Department, Attn: General Counsel-Claim Notice, Mail Code 0643, 303 Peachtree Street, N.E., 36th Floor, Atlanta, Georgia 30308. This is the sole and only method by which you can submit a Claim Notice. If (i) you submit a Claim Notice in accordance with this Paragraph on your own behalf (and not on behalf of any other party); (ii) you cooperate with us by promptly providing the information we reasonably request; (iii) we refuse to provide you with the relief you request; and (iv) the matter then proceeds to arbitration and the arbitrator subsequently determines that you were entitled to such relief (or greater relief), you will be entitled to a minimum award of at least \$7,500 (not including any arbitration fees and attorneys' fees and costs to which you will also be entitled). We encourage you to address all Claims you have in a single Claim Notice and/or a single arbitration. Accordingly, this \$7,500 minimum award is a single award that applies to all Claims you have asserted or could have asserted in the arbitration, and multiple awards of \$7,500 are not contemplated.

Right to Reject Arbitration Agreement. You may reject this arbitration agreement and therefore not be subject to being required to resolve any claim, dispute or controversy by arbitration. To reject this arbitration agreement, you must send us written notice of your decision so that we receive it at the address listed below within forty-five (45) days of the opening of your Account. Such notice must include a statement that you wish to reject the arbitration agreement section of these rules and regulations along with your name, address, Account name, Account number and your signature and must be mailed to the SunTrust Bank Legal Department, Attn: Arbitration Rejection, P.O. Box 2848, Mail Code 2034, Orlando, FL 32802-2848. This is the sole and only method by which you can reject this arbitration agreement and any attempt to reject this arbitration agreement through any other method or form of notice, including the filing of a lawsuit, will be ineffective. Rejection of this arbitration agreement will not affect any remaining terms of these rules and regulations and will not result in any adverse consequence to you or your Account. You agree that our business records will be final and conclusive with respect to whether you rejected this arbitration agreement in a timely and proper fashion. **This arbitration agreement provision will apply to you and us and to your Account unless you reject it by providing proper and timely notice as stated herein.**

JURY TRIAL AND CLASS ACTION WAIVER

TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, DEPOSITOR AND BANK HEREBY (A) KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF THESE RULES AND REGULATIONS, RELATING TO THE ACCOUNT, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND US, AND (B) AGREE THAT ANY LITIGATION WILL PROCEED ON AN INDIVIDUAL BASIS AND WILL NOT PROCEED AS PART OF A CLASS ACTION.

Right of Offset and Security Interest

If you owe SunTrust money as a borrower, guarantor, or otherwise, and it becomes due, the Bank shall have the right under the law (called right of offset or setoff) and under these rules and regulations (by which you grant SunTrust a security interest in your Account) to use the money from your Account to pay the debt even if withdrawal results in an interest penalty, dishonor of checks or other unavailability of funds. You agree that such a right includes the Bank's right to use proceeds from government benefits, including social security, to pay such debts, including overdrafts and account fees. If you request us to cash a check or other items for you, we may apply the proceeds of the check or other item to fees, overdrafts and other amounts you owe us. In the case of a Sole Proprietorship, Partnership, or Joint Account, including Joint Tenants by the Entirety, each sole proprietor, partner or joint owner agrees that SunTrust may use the money in the Account to satisfy any of their individual obligations. Similarly, partners and joint owners agree that we may use the money in their individual Accounts to satisfy obligations in the Joint Account or Partnership Account. The security interest granted to SunTrust by these rules and regulations is consensual and is in addition to the Bank's right of offset. These provisions apply to any account or asset held by the Bank or SunTrust. You agree that if you owe a debt on your Account, we may setoff against any asset you have, individually or jointly, at the Bank or any SunTrust affiliate. However, the right of offset and security interest may not apply to your Account if it is an IRA or the Authorized Signer's right of withdrawal arises only in a representative capacity. Notwithstanding any provision to the contrary, we will not exercise any right of offset to any arbitration award made to us unless and until the arbitration award is confirmed by a court having jurisdiction and becomes a final judgment and until any timely appeal thereof is completed.

Collection Costs

You are liable for all amounts charged to your Account, whether by offset, overdraft, lien or fees. If we take court action or commence an arbitration proceeding against you to collect such amounts, or if you elect arbitration of a collection action we have brought against you in court, you will also be liable for court or arbitration costs, other charges or fees, and attorney's fees up to 25 percent, or an amount as permitted by law, of the amount owed to us. In the case of a Joint Account, each Account owner is jointly and severally liable for all amounts charged to the Account regardless of which owner incurred the charges to the Account. In the case of a Joint Account where one Account owner is a minor, the adult owner will be liable for all debts incurred by the minor through the use of the Account.

Liability Limitation

To the extent permitted by applicable law: (a) we shall not be liable for any liability, loss, or damage that may arise when we are acting in accordance with applicable laws, regulations, rules, these rules and regulations, or our agreements with any financial institutions regarding the transaction of your business under the Account or by any acts or conditions beyond our control; (b) NEITHER YOU NOR THE BANK SHALL BE LIABLE TO EACH OTHER OR TO ANY THIRD-PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR LOST PROFITS WITH RESPECT TO ANY CLAIM EVEN IF EITHER OF US WERE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; and (c) we shall only be liable for your damages, as provided in this Section, caused by our gross negligence or wanton and intentional misconduct.

You agree to pursue all rights you may have under any insurance policy you maintain in connection with any loss associated with your Account and to provide us with information regarding such coverage. The Bank's liability will be reduced, proportionately in accordance with its responsibility for any loss, by the amount of any insurance proceeds you receive or are entitled to receive for the loss. If we reimburse you for a loss and the loss is covered by insurance, you agree to assign us your rights under the insurance policy to the extent of our reimbursement to you.

Death or Incompetence

In the event of Depositor's death or a legal adjudication of incompetence, the Bank may continue to accept, pay, or collect items until ordered to stop payment by a person claiming an interest in the Account and we have a reasonable opportunity to act on it.

If a deposit or credit is made to an account (such as Social Security, pension or veteran's benefits) payable to an individual who is or becomes deceased, we may return or refund the deposit and debit the Account.

Dormant or Abandoned Accounts

With the exception of Time Deposits and IRAs, an Account is deemed to be **"inactive"** during that period of time in which you have not made any deposits or withdrawals from the Account. Electronic (ACH) deposits or debits do not qualify as deposits or withdrawals made by you. An Account will be classified as **"dormant"** when the Account has been inactive and we have had no contact with you for one year (12 months) and your Account statement has been returned by the post office as undeliverable for any reason. For Georgia Savings Accounts, the loss of contact time period is five (5) years. Interest is not paid on dormant accounts and a non-refundable monthly dormant fee will be charged for maintaining these accounts. In accordance with governing state law, Accounts which have been inactive or dormant for the statutory number of years will be transferred to the state or other designated governmental agency.

Account Discrepancies

Statements. Periodic statements will be provided on all Accounts, excluding Time Deposits. Unless otherwise instructed, the statements will be mailed by us to your last known address as shown on our records or will be made available to you electronically. You agree to control and secure your Account documents including, but not limited to checks, deposit tickets, statements and any other documents that contain your account number and account information.

You agree to notify us that you have not received your statement within 30 calendar days of the date on which you normally receive the statement. If you do not notify us within this time period that you did not receive the statement, we will not be liable for any bank statements or items, if included in the statement, that you do not receive. You should carefully examine the statement and canceled checks (including the face and back), if included in the statement, when you receive the statement. The Bank will not be liable for any unauthorized signature, alteration, misencoding or other error on the face of any item in your statement, or for any incorrect or improper amount, fee, interest calculation or other error on the statement itself (including any item improperly charged to your Account or any deposit not credited to your Account), if you fail to notify the Bank within 30 calendar days from the date the Bank mails, personally delivers, or otherwise makes the statement on which the error first appeared available to you (including making the statement available online whether you actually view or download it) or anyone to whom you request it be sent. If you fail to notify us of the first occurrence within the stated time period, we will not be liable for subsequent unauthorized signatures or alterations made by the same individual (wrongdoer) and discovered on future statements.

Additionally, the Bank will not be liable for any unauthorized or missing endorsements, or other defects affecting title, on the back of any item charged to the Account if you fail to notify the Bank within six months from the date the Bank mails, personally delivers, or otherwise makes your statement available to you (including making the statement available online whether you actually view or download it) or anyone to whom you request it be sent. Moreover, because you are in the best position to prevent and discover an unauthorized signature, an unauthorized endorsement, missing deposit, or an alteration, you agree that the Bank will not be liable for paying such items if (1) you did not examine the statement and the canceled checks (if included) or you have not reported unauthorized signatures, unauthorized or missing endorsements, encoding errors or alterations or missing deposits to us within the time period set forth above, or (2) these items were forged or altered so cleverly (as by unauthorized use of a facsimile machine or otherwise) that the forgery or alteration could not be detected by a reasonable person.

If you claim a credit or refund because of a discrepancy or an unauthorized transaction, you agree to provide us with a declaration on a form we choose containing whatever information we request regarding the transaction, your Account and the circumstances surrounding the

claimed loss. The Bank must receive your declaration within ten days of its request or it may deny the claim. You also agree to make a report of the unauthorized transaction to the police and upon our request, to provide us with a copy of the report. We will have a reasonable period of time to investigate the claim and the surrounding circumstances. We are not obligated to provisionally credit your Account before or during the investigation, unless required by law. If we do credit your account, you agree that such credit is not considered final payment. If a credit is given to your Account at any time and the Bank determines that the original debit to your Account was proper, you agree that the Bank may reverse the credit to you at any time whether it originally advised that the credit was provisional.

You agree that you cannot and will not bring any legal action or arbitration claim against us unless you have first provided the declaration described within this section.

Undeliverable Statements. If the statement is returned to the Bank as undeliverable, we may destroy an Account statement after 30 days and may destroy any other periodic statement on an Account immediately upon its return. In the event we hold the statement, pursuant to your request, and you do not claim the statement within the specified time period, it will be destroyed.

You agree that we may rely on an address change notification received by us from the Postal Service and other governmental sources to update your address on our records.

Verification and Correction of Transactions. All transactions are subject to final verification by the Bank. We may reverse or adjust any transaction, credit or debit we believe we erroneously made to your Account at any time without prior notice being provided to you. In addition, you agree that if any deposit or other credit is made to you which we determine should not have been made to you, we may reverse that credit without prior notice.

Transfer or Change of Ownership

Accounts are nontransferable except on the Bank's books and records. In order to transfer title or to pledge an Account as collateral for a loan, a written request must be provided on a form accepted and acknowledged by Bank. Any pledge of an Account to a third party remains subject to the Bank's right of offset and security interest.

The Bank may determine ownership of an Account from the information in our records. Any changes you request us to make to your Account are not effective until accepted by us and we have had a reasonable time to act on the new information.

If ownership of an Account is to be changed, the Account may be closed and a new Account opened to reflect the new ownership. The Bank may remove a deceased owner from a Joint Account upon proof of owner's death.

Account Fees

You agree to pay any fees that apply to the Account. Fees may be deducted from your Account without prior notice to you. We will not be liable for dishonoring checks or other withdrawal orders because of non-sufficient funds resulting from proper deduction of fees. The Bank's current fee schedule is given to you when you open an Account and is available at our banking offices. Fees are subject to change from time to time at the Bank's discretion. The current Personal Deposit Account Fee Schedule is available at https://www.suntrust.com/Static/Documents/Personal_Banking/Deposit_Account_Disclosures/FSRETAILE.pdf

Special Treatment of Checking Accounts and NOW Accounts

For accounting purposes, any Checking Account or NOW Account is a money master deposit account ("Master Account"), which consists of two sub-accounts, either a demand deposit account ("DDA") and a money market deposit account ("MMDA"), or a NOW Account and a MMDA respectively. Any interest required to be paid on your Master Account will be calculated on the collected balance in both the NOW Account and the MMDA at the current NOW Account rate. Your monthly NOW Account statement will disclose a single Annual Percentage Yield Earned, reflecting the combined earnings from the NOW Account and the MMDA.

For each Statement Period, the Bank will review your Master Account to determine that amount not routinely needed to pay your debits ("Threshold Balance"). Funds will be allocated daily between your two sub-accounts by comparing the ending balance and the Threshold Balance for your Master Account. Funds equal to or less than your Threshold Balance in your Master Account will be credited to the MMDA and funds in excess of your Threshold Balance will be credited to the applicable DDA or NOW Account. All checks, debits and withdrawals will be paid from the applicable DDA or NOW Account. If the ending balance in the applicable DDA or NOW Account is less than that day's aggregate debit activity, a transfer will be made from available funds in the MMDA account to the applicable DDA or NOW Account. Concurrent with a sixth transfer from the MMDA in a Statement Period, all funds in the MMDA will be credited to the applicable DDA or NOW Account for the remainder of that Statement Period.

ADDITIONAL RULES FOR INTEREST-BEARING DEPOSIT ACCOUNTS

Frequency of Rate Changes. All interest-bearing Accounts are variable rate Accounts unless otherwise indicated. The interest rate may change at the Bank's discretion. The interest rate and APY ("Annual Percentage Yield") offered may vary depending on the customer relationship, the local area you open your account and the method of account opening. Additionally, we may offer a bonus or promotional rate on specific accounts or to specific customers and these offers will not apply to all accounts, customers, local areas or methods of account opening. You may obtain the current interest rate and APY on your account by calling 1-800-SunTrust or 1-800-786-8787.

Interest Calculation, Compounding and Crediting. Interest on all Deposit Accounts is calculated by applying a daily periodic rate to the collected balance in the Account each day. Interest is compounded daily and credited to your Savings Account, MMA IRA and Premium Plus

IRA on a quarterly basis and all other interest bearing Deposit Accounts, including Savings Accounts in combined statements, on a monthly basis. Cash deposits begin to accrue interest on the business day of deposit; non-cash deposits begin to accrue interest no later than the business day we receive credit for the items deposited. (An example of a non-cash deposit is a check deposit.) The Bank will rely on the Federal Reserve Bank's availability schedules to determine when credit for non-cash items has been received.

Interest on all Accounts, including Time Deposits, is calculated on the basis of a 365-day year. However, in a leap year, when an "extra" day of interest will be paid for the Account, interest will be calculated on the basis of a 366-day year.

Closed Accounts. Interest-bearing Deposit Accounts closed (your Account reflects a zero balance on our records) before the end of the interest-payment period forfeit all interest earned that period. To avoid this loss of interest, you must keep a balance in the Account until interest is paid. However, if you notify the Bank that you intend to close the Account, the accrued interest may be included in the closing balance. Refer to Specific Rules for Time Deposits and the Money Market IRA section for early withdrawal penalties on Time Deposits.

Withdrawal Transaction Limitations. Savings and Money Market Accounts are governed by Federal regulations, which limit the number of certain types of transactions.

From your savings accounts, you are limited to six preauthorized, telephone, or on-line transfers to your other SunTrust Bank accounts or to third parties. Additionally, this limitation includes drafts or similar orders you make payable to a third party. The limitation applies per month.

From your Money Market Account, you are limited to six preauthorized, telephone or on-line transfers to your other SunTrust Bank accounts or to third parties. Additionally, this limitation includes checks, drafts, or similar orders you make payable to a third party. The limitation applies per statement period.

Due to IRS Regulations, these transfer options are not available for Money Market IRAs. No more than three of the six transfers from your Money Market can be made by check or draft, debit or other similar order made payable to third parties. In determining when a transfer is made, Bank will use the date the transfer is paid. If you routinely exceed these withdrawal limitations on your Savings or Money Market Accounts, the Bank will close the Account or take away the Account's transfer and draft capacities. The foregoing limitations do not apply to withdrawals made by you or transfers to other Accounts which you have with us when these transfers are made by messenger, in person or through ATMs.

SPECIFIC RULES FOR TIME DEPOSITS AND THE MONEY MARKET IRA

When you invest in a Time Deposit, excluding the Money Market IRA and Premium Plus IRA, you contract with the Bank to place funds in the Account for a specific term. All Time Deposits are non-negotiable. The deposit is taken and evidence of the deposit is issued subject to actual receipt and verification of the deposit amount.

All joint Time Deposits belong to Depositors as "joint tenants with right of survivorship" and not as "tenants in common" or "tenants by the entirety." "Joint Account - no survivorship" applies to Accounts established in Arkansas, North Carolina, Virginia, Maryland and District of Columbia. Refer to General Terms and Definitions section.

We offer the following types of Time Deposit Accounts and a Money Market IRA:

Bump-Up CD and IRA. A minimum deposit of \$2,000 is required. Each investment will have an original maturity of 16 or 30 months. The interest rate and APY may be increased one time only during the original term to equal the current interest rate and APY set by the Bank for the Bump-Up CD or IRA. You cannot bump up the rate on this CD or IRA to equal the rate on another type of CD or IRA or any other promotional product. The interest rate will be fixed when the deposit is made and remain in effect until you initiate the one-time rate increase. The increased rate will then apply for the remainder of the term. The interest rate available for the 16 Month Bump Up CD will be equal to 90% of the 12 month LIBOR rate as published in the Money Rates section of The Wall Street Journal on the first business day of each month (the index). For example, if 12 month LIBOR rate is 1.5%, we will set the bump up rate at 1.35% (90% of 1.50 %.)

However, the interest rate to which you increase your CD for the remainder of the CD term cannot be greater than 3.00% above the initial interest rate for your 16 Month Bump Up CD. For example, if the opening interest rate is 1.5%, and the Bump Up CD rate at the time you make the election is 5.50%, the interest rate on your CD would be capped at 4.50%. Additional deposits are not permitted during the term of the investment. However, you may add to the investment at each renewal during the grace period. The CD or IRA will automatically renew for the same term as the original term, at the interest rate in effect for a standard (non-Bump Up) CD or IRA at the time of each renewal, based on

your renewal balance. The one-time bump-up rate feature will not apply to the CD or IRA after the first maturity date. This product may be offered for a limited-time period or may not be offered in all Regions of SunTrust Bank.

Fixed-Rate IRA and Fixed-Rate CD. A minimum deposit of \$2,000 is required. Each investment has a specific maturity date. The interest rate will be fixed when the deposit is made and will remain in effect until the maturity date. Additional deposits are not permitted during the term of the investment. However, you may add to the investment at each renewal date during the grace period.

No Penalty Fixed-Rate CD and IRA. A minimum deposit of \$2,000 is required. The interest rate will be fixed when the deposit is made and the interest rate will remain in effect until the maturity date. An early withdrawal penalty equal to seven days' interest must be assessed on any funds withdrawn the first seven days of the initial term. You may make a one-time withdrawal of all or a portion of the funds after the first seven days of the initial term without an early withdrawal penalty. If more than one withdrawal is made after the first seven days of the initial term an early withdrawal penalty based on the remaining term will be assessed on the amount withdrawn. This penalty waiver is only available during the initial term of the CD. Early withdrawal penalties will apply to subsequent renewals of this CD. Refer to the Early Withdrawal Penalty section for an explanation of penalties. Standard I.R.S. penalty

rules apply for IRA CDs. This no penalty feature only applies to SunTrust early withdrawal penalties. Additional deposits are not permitted during the term of the investment. However, you may add to the investment at each renewal date during the grace period. This product may be offered for a limited-time period or may not be offered in all Regions of SunTrust Bank.

Step Rate CD and IRA. A minimum deposit of \$2,000 is required. Each investment will have an original maturity of 24, 30, or 36 months. The interest rate will be increased at six month intervals. The interest rates and a blended APY for the term will be disclosed to you at the time the CD or IRA is opened. The interest rate will be fixed when the deposit is made and remain in effect until the first six-month period rate increase. The increased rate will then apply for the following six-month period. Each time the interest rate is increased, the interest rate remains in effect until the next successive interest rate increase. Additional deposits are not permitted during the term of the investment. However, you may add to the investment at each renewal during the grace period. The CD or IRA will automatically renew for the same term as the original term, at the interest rate in effect for a standard (non-Step Rate) CD or IRA at the time of each renewal, based on your renewal balance. The step-rate feature will not apply to the CD or IRA after the first maturity date. This product may be offered for a limited-time period or may not be offered in all Regions of SunTrust Bank.

SteadySaver Variable-Rate CD and IRA. A minimum deposit of \$100 is required. Each investment will have an original maturity of 12 months. Interest rates and balance tiers will be established by the Bank and may periodically change at the Bank's discretion. A minimum deposit of \$50 per month through ACH or automatic transfer is required. Additional deposits do not extend the maturity date. This product may be offered for a limited-time period or may not be offered in all Regions of SunTrust Bank.

Variable-Rate CD. A minimum deposit of \$2,000 is required. Each investment has a specific maturity date. The interest rate will be established by the Bank and may periodically change at the Bank's discretion. Additional deposits are not permitted during the term of the investment. However, you may add to the investment at each renewal date during the period. This product may be offered for a limited-time period or may not be offered in all Regions of SunTrust Bank.

Single Maturity Jumbo CD. A minimum deposit of \$100,000 is required. Each investment has a specific maturity date. The interest rate will be fixed when the deposit is made and will remain in effect until the maturity date. Additional deposits are not permitted during the term of the investment. *Simple* interest is credited to the investment or paid in accordance with your instructions at maturity.

Money Market IRA. A minimum deposit of \$100 is required. The Account does not have a maturity date or specific term. Additional contributions may be made to the Account at any time. The interest rate will be established by the Bank and may periodically change at the Bank's discretion. Such rates shall apply to the initial and additional contributions made to the Account. Interest is credited to the Account at the end of each calendar quarter.

Premium Plus IRA. A minimum deposit of \$10,000 is required. The Account does not have a maturity date or specific term. Additional contributions may be made to the Account at any time. The interest rates and balance tiers will be established by the Bank and may periodically change at the Bank's discretion. Such rates shall apply to the initial and additional contributions made to the Account. Interest is credited to the Account at the end of each calendar quarter.

Variable-Rate Deposit IRA. A minimum deposit of \$100 is required. Each Account will have an original maturity of 18 months. Additional contributions may be made to the Account at any time without extending the term. The interest rate will be established by the Bank and may periodically change at the Bank's discretion. Such rates shall apply to the initial and additional contributions made to the Account. Interest is credited to the Account quarterly. This product may be offered for a limited-time period or may not be offered in all Regions of SunTrust Bank.

Mail-In IRA Deposits. Any IRA deposits received without specific investment instructions will be deposited into a Money Market IRA.

Interest. Interest begins to accrue from date of deposit and is calculated by applying a daily periodic rate to the current balance in the Account each day. Unless otherwise indicated, interest is compounded daily and credited to the Account or paid in accordance with your instructions. The Annual Percentage Yield disclosed assumes interest remains on deposit until maturity. Accrued interest may be withdrawn prior to maturity without penalty; however, interest withdrawals may reduce earnings.

Automatically Renewable Time Deposits. Unless otherwise indicated, your Time Deposit is Automatically Renewable. It will renew for the same time period as the original term, at the Standard interest rate based on the balance tier and the interest rate in effect for your local area at the time of each renewal, based on your renewal balance. Unless specifically stated otherwise, bonus or promotional interest rates offered at the time of renewal will not apply to automatically renewable time deposits. If you do not want the Time Deposit to renew, you must notify us within one *business* day from the renewal date if the term is 31 days or less or within ten calendar days from the renewal date if the term is more than 31 days. If you do not notify us within this grace period, the Time Deposit will automatically be renewed. If the Bank does not want the Time Deposit to renew at the original or subsequent maturity date, we will notify you prior to the next maturity date. After final maturity or the redemption of any portion of your Time Deposit during the grace period, no interest will be paid on the amount redeemed.

Single Maturity Time Deposits. If your Time Deposit is designated as Single Maturity, it will mature on the stated original maturity date. No interest will be earned after the maturity date. A maturity notice is sent at least seven days in advance of the maturity date for terms of 31 days or less and at least ten days in advance of the maturity date for terms greater than 31 days.

Pending Renewal Notices. A reminder is sent at least ten days before the maturity date on automatically renewable Time Deposits with terms of 32 days or more. Reminders are not sent on Time Deposits with terms of less than 32 days due to the short maturity period. A confirmation of the renewal is not sent.

Early Withdrawal Penalty. Except in case of death or certified mental incompetence of a Depositor or co-Depositor, an early withdrawal penalty will be assessed if Time Deposit funds are withdrawn before maturity. In the case of a No Penalty Fixed-Rate CD, a penalty is not

assessed on the first withdrawal made after the first seven days of the initial term. A penalty will result in a reduction of principal, if the accrued interest is not sufficient to cover the penalty.

The early withdrawal penalty is based on the original date the CD was opened or renewed and on the time remaining until the maturity date ("remaining term") of the Time Deposit.

CDs opened prior to February 21, 2012 the early withdrawal penalty terms are as follows:

Remaining Term CDs Opened Prior to February 21, 2012	Early Withdrawal Penalty
1 day – 31 days remaining	7 days' interest
32 – 90 days remaining	1 month's interest
91 days – 1 year remaining	3 months' interest
More than 1 year – 3 years remaining	8 months' interest
More than 3 years – 7 years remaining	12 months' interest
More than 7 years remaining	24 months' interest

CDs opened or renewed on or after February 21, 2012 will be subject to the following early withdrawal penalty terms effective July 22, 2012.

Remaining Term For CDs Opened or Renewed On or After February 21, 2012	Early Withdrawal Penalty
1 day - 31 days remaining	Forfeit CD principal equivalent to 7 days' interest
More than 1 month - 6 months remaining	Forfeit CD principal equivalent to 6 months' interest
More than 6 months - 12 months remaining	Forfeit CD principal equivalent to 9 months' interest
More than 12 months - 24 months remaining	Forfeit CD principal equivalent to 12 months' interest
More than 24 months - 60 months remaining	Forfeit CD principal equivalent to 24 months' interest
More than 60 months remaining	Forfeit CD principal equivalent to 36 months' interest

IRA Participants. The early withdrawal penalties may be waived for **distributions** to an **IRA** participant who has attained age **59 ½** or over or is disabled. However, the early withdrawal penalty is **not** waived if the IRA participant transfers or rolls over the funds, prior to maturity, to another financial institution, or redeems the investment prior to maturity for the purpose of reissuing the investment with the Bank to obtain a higher rate of interest.

Change in Ownership. We may apply early withdrawal penalties if the ownership of a Time Deposit is changed prior to the maturity of the Time Deposit.

ELECTRONIC FUNDS TRANSFER

In compliance with the Electronic Funds Transfer Act, implemented by Regulation E, we are disclosing the following terms and conditions of the Bank's electronic funds transfer services. These provisions apply to accounts established primarily for **personal, family, or household** purposes.

These services include the following:

Direct Deposit of Social Security, payroll and other credits. Preauthorized debits for payment of bills to third parties.

Transfers between a customer's Accounts, preauthorized by telephone, SunTrust PC Banking or Internet Banking.

Withdrawals, deposits, transfers and payments performed at an automated teller machine (ATM).

Check Card purchases.

Payments and refunds for purchases made at a Point-of-Sale (POS) terminal or authorized retailer.

One-time payment initiated by customer's Personal Account check, which the merchant converts to an electronic transfer at the Point-of-Sale.

Purchases of American Express Travelers Cheques at Express Cash Travelers Cheque® dispensers.

Terms

"SunTrust Banking Card" or "SunTrust Check Card" (collectively referred to as "Card") refers to the Card issued to you by Bank to access your deposit Accounts through an ATM or for purchases over the internet or at merchant locations. SunTrust Check Cards will only be issued with Checking Accounts.

"Electronic Transfer" or "Transfer" within the context of this section means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, that is initiated through the telephone, a computer or an electronic terminal, which is an automated teller machine (ATM) or POS terminal, or by a preauthorized debit or credit processed electronically for the purpose of ordering, instructing or authorizing the Bank to debit an Account. It includes all transfers resulting from SunTrust Banking Card or SunTrust Check Card transactions, including those that do not involve an electronic terminal at the time of the transaction. The term does not include balance inquiries or payments made by check, draft or similar paper instrument at an electronic terminal.

"Depositor" within the context of this section means a natural person.

"Card Qualifications." You must maintain an Account to obtain a SunTrust Banking Card or Check Card. Use of the Card binds you or any other authorized person to the terms and conditions set forth in these rules and regulations.

Primary Accounts. If you maintain multiple Checking and Savings Accounts with ATM access, one checking and one savings must be designated as "Primary Accounts." ATM "Fast Cash" transactions, Point-of-Sale (POS) terminal transactions, SunTrust Check Card transactions, cash advances, or cash withdrawals from Checking at a non-SunTrust ATM will be posted to the Checking Account designated as Primary Account. Cash withdrawals from savings at a non-SunTrust ATM will be posted to the Savings Account designated as Primary Account.

Electronic Terminal Receipts. Generally, you will get a receipt at the time a transfer is made to or from your Account using an electronic terminal. However, for certain electronic funds transfers initiated outside the boundaries of any state, territory or possession of the United States, the District of Columbia, or the Commonwealth of Puerto Rico (hereafter **"foreign-initiated transfers"**), you may not receive a receipt at the time of the transfer.

Preauthorized Credits (Social Security, Payroll, etc.). If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you may contact us to find out whether the transfer was made. (Refer to last page of this document for the telephone number and address of SunTrust Bank.)

Preauthorized Electronic Funds Transfer. Within the context of this section, this means an electronic funds transfer authorized in advance to recur at substantially regular intervals.

Joint Liability. All Depositors of the Primary Account(s) shall be jointly and severally liable for the transactions, including Credit Card withdrawals, performed through the SunTrust Banking Card or SunTrust Check Card.

Periodic Statements. You will receive a Savings Account statement monthly if there are transfers in a particular month. If there are no transfers, your Savings Account statement will be sent quarterly. You will receive monthly statements on your other deposit Accounts, excluding Time Deposits. However, certain foreign-initiated transfers may not be reflected on your periodic statements. For clarification or documentation of a foreign-initiated transfer, the procedures explained under **"In Case of Errors or Questions About Electronic Transfers"** apply and should be followed.

Foreign Currency Conversion. If you used your Card to make purchases or obtain cash in another country, your Account statement will reflect the transaction in U.S. dollars although the transaction was initiated in a different country. The exchange rate between the applicable card member associations transaction currency and the billing currency used by the applicable card member associations for processing such foreign transactions is either (a) a rate selected by the applicable card member associations from the range of rates available in wholesale currency markets for the applicable transaction processing date, which rate may vary from the rate applicable card member associations itself receives or (b) the government mandated rate in effect for the applicable transaction processing date, increased by up to three percent (3%). If a credit is subsequently given for a transaction, it will be decreased by up to three percent (3%). If the credit has a different transaction processing date, then the exchange rate of the credit can be greater/less than that of the original transaction. The currency conversion rate on the day before the transaction processing date may differ from the rate in effect at the time of the transaction or on the date the transaction is posted on the Account. The converted amount shall be provided in U.S. Dollars. You agree to accept the converted amount in U.S. Dollars.

In Case of Errors or Questions About Electronic Transfers. If you feel that any statement or receipt is wrong, or you wish to have more information about a transfer listed on a statement or receipt, contact us in writing or by telephone. (Refer to last page of this document for the telephone number and address of SunTrust Bank.) We must hear from you within **60 days** after we send you the **FIRST** statement on which the problem or error appeared. When you contact us,

1. Tell us your name and Account number. (Do not tell us your PIN number.)
2. Describe the error or the transfer you are unsure about, and explain as clearly as possible why you believe it is an error or why you need more information.
3. Tell us the dollar amount and the item reference number of the suspected error.

If you notify us by telephone, we may require that you send us your complaint or question in writing within ten business days. If we ask you to put your complaint or question in writing and we do not receive it within ten business days, we may not provisionally credit your Account.

We will tell you the results of our investigation within ten business days after notice of the problem and will correct any error promptly. If we need more time, however, we may take up to 90 days to investigate complaints or questions concerning POS, SunTrust Check Card merchant transactions and foreign-initiated transfers, or up to 45 days to investigate all other electronic transfers. If we need this extended time to investigate, we will provisionally credit your Account within ten business days for POS transactions and foreign-initiated transfers, and other electronic transfers, excluding SunTrust Check Card merchant transactions, for the amount you think is in error. For errors that occur within the first 30 days an Account is open, we will provisionally credit your Account within 20 business days and we may take up to 90 days to investigate the error. You will have the use of the money during the time it takes us to complete the investigation.

We will provisionally credit your Account within five business days from the date you provide us with written confirmation of the dispute for the amount of a SunTrust Check Card merchant transaction(s) you think is in error. This five day provisional policy does not apply to ATM transactions, PIN transactions not processed by applicable card member associations, or certain commercial card transactions. Individual provisional credit amounts may be delayed or limited based on factors such as delay in reporting unauthorized use, investigation and verification of claim and account standing and history. Transaction at issue must be posted to your account before provisional credit may be issued.

If we decide no error occurred, we will send you a written explanation within three business days after our investigation is completed. You may ask for copies of the documents we used in our investigation. We may charge a fee to your Account to recover our investigative expenses.

Bank Business Days. The Bank's business days are Monday through Friday. Saturdays, Sundays and holidays are not included, even if our offices are open.

Account Information Disclosure. We will disclose information to a third party about your Account or your transfers only if you have given us written permission to do so, or when it is necessary to complete transfers, verify the existence or status of your Account to a third party such as a credit bureau or merchant, or to comply with a court order or the request of a government agency.

Bank's Liability for Failure to Make Transfers. If we fail to complete a transfer to or from your Account on time, or in the correct amount(s), according to our agreement with you, we will be liable for any losses or damages you incur. However, some instances in which we would **NOT** be liable for your damages or losses are.

1. If, through no fault of ours, you do not have enough money in your Account to make the transfer.
2. If the transfer would exceed the credit limit or your available balance on your overdraft protection account.
3. If the ATM where you make the transfer does not have enough cash.
4. If the Express Cash Travelers Cheque[®] dispenser where you make the transfer does not have enough travelers cheques. If the electronic terminal was not working properly and you knew about the breakdown when the transaction was started.
5. If the electronic terminal fails to perform the transaction due to a mechanical malfunction beyond our control or because the Card is damaged or unreadable.
6. If you had previously reported a lost or stolen Card or unauthorized transactions on your Account.
7. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions taken.
8. If the funds are subject to legal process or other encumbrance restricting the transfer.
9. Other possible exceptions stated in our agreement(s) with you.

Depositor's Liability. You must tell us **AT ONCE** if the electronic terminal access card or code (PIN) or Preauthorized Telephone Funds Transfer code has been lost or stolen. Telephoning is the best way of minimizing possible losses. Failure to notify us could result in the loss of all of the money in your Account plus the maximum line of credit, if you have one. If you tell us within two business days, the loss sustained by you will be no more than \$50 if someone used the Card or code without your permission.

If you do NOT tell us within two business days after learning of the loss or theft of the electronic terminal access card or code, or Preauthorized Telephone Funds Transfer code, and we can prove that we could have prevented someone from using the card or code without your

permission had we been notified, you could lose as much as \$500.

If your statement shows transfers you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed, you may lose all of the money transferred after the 60 days if we can prove that we could have prevented the loss had you told us in time.

We will extend the time periods for a good reason, such as a long trip or hospital stay, which might keep you from notifying us.

To Report Unauthorized Transactions or Lost or Stolen Card or Code. If you believe the electronic terminal access card or code or Preauthorized Telephone Funds Transfer code has been lost or stolen or that someone has transferred or may transfer money from your Account without permission, call us at once. To report a lost or stolen **SunTrust Banking Card or SunTrust Check Card call 1-800-532-4343.**

Account Access. If authorized by us, you may use the electronic terminal access card to:

1. Withdraw cash from or make deposits to your Checking, Savings or Money Market Accounts, if accessible by the Card, at ATMs.
2. Transfer funds between Accounts upon request, if accessible by the Card, at selected ATMs.
3. Make payments or refunds for purchases from your Checking Account, if accessible by the Card, at selected ATMs, POS terminals or authorized retailers.
4. Purchase travelers cheques from your Checking or Money Market Accounts, if accessible by the Card, at Express Cash Travelers Cheque® dispensers.

You may use your Preauthorized Telephone Funds Transfer code to transfer funds between your Accounts by telephone upon request.

Note: You may use the electronic terminal access card to make balance inquiries on your Account(s) and make payments by enclosing a check and payment coupon. However, this disclosure does **NOT** apply to such transactions.

Disputes Regarding Quality of Goods or Services. Disputes regarding the quality of goods or services received from a merchant are not considered an electronic funds transfer error or unauthorized transaction. Therefore, we may pursue such a claim on your behalf only as a **courtesy**. We may attempt to recover your money with the merchant's bank, but we do not guarantee the outcome of the claim. These types of claims can take an extended period of time for a conclusion. If a recovery is made, we will credit your Account for the amount recovered.

Usage Limitations. You may use the electronic terminal access card to make cash withdrawals at ATMs and to purchase travelers cheques at Express Cash Travelers Cheque® dispensers. You may use your SunTrust Check Card to pay for purchases over the internet, excluding internet gambling merchant purchases, or at merchant locations. Refer to the Bank's fee schedule for the daily ATM withdrawal and POS purchase limits for each type of Card. For purposes of Card transactions, a day is defined as 4:00 p.m. to 4:00 p.m. Eastern time the following day.

You may also use the electronic terminal access card to make payments at POS terminals.

There is no daily limit on the number of ATM deposits, transfers, payments, balance inquiries or POS payments or refunds. You are limited to six preauthorized, telephone, or on-line transfers to your other SunTrust Bank accounts or to third parties from your Savings per month, or Money Market Accounts per statement period.

Payments and Transfers. There may be up to a two-business day delay in processing of payments and transfers made through an ATM.

Processing of ATM Transactions. ATM withdrawals are processed throughout the business day and may be posted to your Account on the business day following the date of transaction.

Refunds of Purchases. Any refund for purchases made with your SunTrust Check Card will only be processed as a credit to your Account, even if the refunded transaction was funded by an overdraft protection transfer.

Revocation of Card Privileges. A specific card is issued for each account type and if your Primary Account is closed, your Card will be canceled automatically. You agree not to use an expired, revoked or otherwise invalid Card. Transactions initiated with invalid Cards will be debited or credited in our discretion. You will be responsible for all ATM or Card transactions even if your Account is closed or your Card is cancelled. If necessary, you can be requested to return your Card, or it can be retained at an ATM or POS terminal.

Charges for Transfers and Payments. You may be assessed a fee for certain transactions. We will not charge any special fees for preauthorized debits other than normal Bank fees for the applicable Accounts. Preauthorized debits from your Savings Account will be treated as standard withdrawals, subject to charges for excessive withdrawals made monthly; preauthorized debits from your other Accounts will be treated like checks, subject to fees applied to those types of Accounts. Refer to the Bank's fee schedule for specific fee information.

ATMs owned by non-SunTrust institutions may also add a surcharge to the amount of the withdrawal or charge a fee for a balance inquiry even if the transfer or withdrawal is not completed.

If you do **NOT** use an electronic terminal, preauthorized telephone funds transfers or preauthorized debits, the following disclosure information does not apply.

Stop Payments. If you have told us in advance to make regular payments (preauthorized debits) out of your Account, payments on any of these items can be stopped. Call or write us in time for us to receive the request three business days or more before the payment is scheduled to be made. If you call, we may also require the request be confirmed in writing and received by us within 14 days after the call. (Refer to last page of this document for the telephone number and address of SunTrust Bank.) For one-time debits, you must tell us the exact amount of the payment you want stopped, as well as other identifying information that we may request. If you notify us that you want to stop a recurring debit to a particular payee or originator, we may request that you validate that your authorization to the payee or originator is no longer in effect. Charges for stop payment orders are shown in the Bank's fee schedule.

You are not permitted to place a stop payment on a Card, ATM or point-of-sale transaction or a transaction that you initiate by check, which a merchant converts to an electronic transfer at the point of sale.

Failure to Stop Payment. If you order us to stop one of these preauthorized debits three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Notice of Varying Amounts. If these preauthorized debits vary in amount, the person being paid will notify you ten days before each payment, of the amount and date of the payment.

COMMERCIAL FUNDS TRANSFERS

The following rules and regulations apply to electronic payment orders, including Automated Clearing House (ACH) credits and wire transfers, and others made by commercial depositors, which are not covered by the Electronic Fund Transfer Act as implemented by Regulation E.

Provisional Payment. Upon receipt of an ACH credit, or electronic, oral or written instruction, we will give you provisional credit until we receive final settlement through a Federal Reserve Bank, funds transfer system, or otherwise receive payment. If we do not receive final settlement or payment, you agree to refund to us the amount provisionally credited to your Account and the party initiating the credit to you shall be deemed not to have paid you.

Notice of Receipt of ACH Items and Wire Transfers. ACH payments and incoming wire transfers will be shown on your statement; therefore, we will not give you next day notice of receipt of an ACH item or wire transfer.

Inconsistency of Name and Account Number. If a funds transfer instruction for a debit from or a credit into your Account lists the name or account number of the beneficiary, the name or routing and transit number of beneficiary's bank or any intermediary bank in an inconsistent or incorrect manner, payment may be made by relying upon the number, even if it identifies a different person or bank from the one named in the instructions received. We or any other financial institution processing payments have no duty to detect any inconsistency or mistake in the instructions.

Choice of Law. Your rights and obligations concerning payments to or transfers from your Account are subject to the rules as adopted and amended from time to time by the funds transfer system used to transmit the payment. We may use any of several different funds transfer systems. The systems and their corresponding rules and regulations include, but are not limited to, the following: Automated Clearing House - operating rules of NACHA, construed in accordance with and governed by the laws of the state of New York (for transactions not subject to the Electronic Fund Transfer Act); and Fedwire - Federal Regulation J and applicable Federal Reserve Bank Operating Circulars.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS, WRITE OR CALL US AT:

Attention: Fraud Assistance Center Orlando Mail Code: FL-Orlando-9118
SunTrust Bank
Post Office Box 607039
Orlando, FL 32860-7039
Telephone: 1-800-447-8994

FOR ADDITIONAL INFORMATION OR FOR QUESTIONS CONCERNING YOUR ACCOUNT:

Telephone: 1-800-SunTrust or 1-800-786-8787

INDEX

A	
A Minor By Account (AMB).....	3
Account Definition.....	2
Account Discrepancies	15
Account Fees	16
Account Information Disclosure	21
Additional Rules for Interest-Bearing Deposit Accounts Adverse Claims.....	22
Agency and Fiduciary Accounts	6
ARBITRATION AGREEMENT	12
Arbitration Procedures.....	13
Authorized Signatory.....	6
Authorized Signers Definition	2
Automatically Renewable Time Deposits.....	18
B	
Bank Business Days	21
Bank Definition	2
Bank’s Liability for Failure to Make Transfers	21
Bank’s Stipulations	11
Benefit Trust Account Definition.....	4
Bookkeepers	6
Bump-Up CD and IRA.....	17
Business/Corporate Accounts.....	4
C	
Change in Ownership.....	19
Charges for Transfers and Payments	22
Check Card/ATM Authorized Transaction Holds	9
Check Safekeeping or Check Truncation Definition.....	2
Checking Account Definition	2
Checks and Deposit Forms	11
Checks and Deposit Ticket Specifications	11
Checks and Other Debits.....	9
Choice of Law	23
Claims Subject to Arbitration	12
Class Action Waiver	13
Closed Accounts	17
Collected Balance Definition.....	2
Collection Costs	15
Collection of Items.....	8
Commercial Funds Transfers	23
Conditional Items	11
Convenience Account Definition	3
Corporation Account Definition	4
Credit and Confidential Information	5
D	
Death or Incompetence.....	15
Debtor in Possession Account Definition	4
Deposit of Items	7
Depositor Definition	2
Depositor’s Liability	21

Depository Guardianship or Asset Account Definition.....	4
Deposits and Withdrawals	7
Disputes Regarding Quality of Goods or Services	22
Dormant or Abandoned Accounts	15

E

Early Warning Systems, ChexSystems and TeleCheck.....	5
Early Withdrawal Penalty.....	19
Effect of Arbitration Award	14
Electronic check conversion.....	1
Electronic Check Conversion Definition.....	2
Electronic Funds Transfer.....	19
Electronic Terminal Receipts.....	20
Escrow Account Definition	4
Estate Account Definition.....	4
Excluded Claim or Proceeding.....	13

F

Facsimile Signatures.....	6
Failure to Stop Payment.....	23
Federal Arbitration Act.....	13
Fixed-Rate IRA and Fixed-Rate CD.....	35
For Additional Information or For Questions Concerning Your Account	23
Foreign Checks or Items	8
Foreign Currency Conversion	20
Frequency of Rate Changes.....	16

G

General Rules for All Deposit Accounts.....	4
General Terms and Definitions.....	2
Guardianship Account Definition	4

I

In Case of Errors or Questions About Electronic Transfers.....	21
In Case of Errors or Questions About Electronic Transfers, Write or Call Us At	23
Inconsistency of Name and Account Number	23
Individual Account	3
Individual Retirement Account” (IRA).....	3
Ink Used on Checks.....	11
Interest.....	18
Interest Calculation, Compounding and Crediting	17
IRA Participants	19
IRS	4
Items with Multiple Endorsements.....	8

J

Joint Account.....	3
Joint Account-No Survivorship	3
Joint Liability.....	20
Joint Tenants by the Entirety Account.....	3
JURY TRIAL AND CLASS ACTION WAIVER	14

L

Legal Process Against Account.....	12
Liability Limitation	13
Limited Liability Company Account Definition.....	4
Lost or Stolen Items	7

M

Mail-In IRA Deposits	18
Money Market Account Definition	2
Money Market IRA	17
Multiple Signatures	10

N

New Account Opening Identification Requirements	7
Night Deposit and Rapid Receipt Deposit Services	12
No Penalty Fixed-Rate CD and IRA.....	19
Nonresident Aliens.....	7
Non-Sufficient Funds.....	19
Notice and Cure; Special Payment	27
Notice of Receipt of ACH Items and Wire Transfers.....	23
Notice of Varying Amounts.....	23
NOW Account Definition	1

O

OFAC Compliance	7
-----------------------	---

P

Partnership Account Definition	6
Payable on Death (POD) Account Definition.....	4
Payment Suspension	12
Payments and Transfers	22
Pending Renewal Notices.....	18
Periodic Statements	20
Personal Accounts.....	3
Personal Agency Account Definition.....	5
Personal Information on Items	11
Postdated Items	11
Power of Attorney.....	10
Preauthorized Credits (Social Security, Payroll, etc.)	20
Preauthorized Electronic Funds Transfer	20
Premium Plus IRA.....	18
Primary Accounts	20
Privacy Policy	5
Processing of ATM Transactions	22
Provisional Payment.....	26
Public Funds Account Definition	4

R

Receivership Account Definition	4
Refunds of Purchases.....	22
Remotely Created Checks	10
Return of Direct Deposits.....	9
Revocation of Card Privileges.....	22
Right of Offset and Security Interest.....	14
Right to Reject Arbitration Agreement	14

S	
Savings Account Definition.....	2
Severability and Survival	14
Sharing Information	5
Signature Authorities	6
Signature Specimen.....	6
Single Maturity Jumbo CD.....	18
Single Maturity Time Deposits	18
Sole Proprietorship Account	4
Special Definition of “We,” “Us” and “Our.”	13
Special Treatment of Checking Accounts and NOW Accounts.....	16
Specific Rules for Time Deposits and the Money Market IRA.....	17
Stale Dated Items	11
Statement Period Definition	2
Statements	14
SteadySaver Variable-Rate CD and IRA	18
Step Rate CD and IRA.....	18
Stop Payment Orders	10
Substitute Check.....	2
Substitute Check or Image Replacement Document (IRD).....	10
<i>SunTrust</i>	2
T	
Taxpayer Identification Number (TIN)	6
Telephone Monitoring and Recording	9
Terms	
Card Qualifications.....	20
Depositor	20
Electronic Transfer.....	20
SunTrust Banking Card.....	20
SunTrust Check Card	20
Transfer	20
Time Deposit Definition.....	2
To Report Unauthorized Transactions or Lost or Stolen Card or Code	22
Transfer or Change of Ownership	16
Trust Account Definition.....	4
U	
Undeliverable Statements.....	16
Uniform Transfer to Minor Act Account” (UTMA) Definition.....	4
Unlawful Transactions	5
Usage Limitations	22
V	
Variable-Rate CD	18
Variable-Rate Deposit IRA.....	18
Verification and Correction of Transactions.....	16
W	
Withdrawal Transaction Limitations	17



Member FDIC. © 2013. SunTrust Banks, Inc. SunTrust is a federally registered service mark of SunTrust Banks, Inc.
316012 (10/13)



Funds Availability Policy Disclosure for Deposit Accounts

In compliance with the Expedited Funds Availability Act, implemented by Regulation CC, SunTrust Bank's Funds Availability Policy Disclosure provides information regarding when deposited funds will be available to you for withdrawal and the payment of checks.

Please retain this disclosure for your records

Table of Contents

Policy.....	1	Availability of Funds on Personal Accounts Open Over Six Months	3
Immediate Availability.....	1	Availability of Funds on Business Accounts Open Over Six Months	3
Next-Day Availability.....	1	Case-by-case Holds on Business and Personal Accounts.....	3
Separate Deposit Required.....	1	Longer Delays May Apply.....	3
“Collected” Funds Availability for Business Accounts.....	2	Holds on Other Checks.....	4
Drawing against “uncollected” funds.....	2	Check Card/ATM Authorized Transaction Holds	4
Collection of Rejected and Returned Items.....	2	Endorsement Standards.....	4
Special Processing for Certain SunTrust Checks.....	2	Routing and Transit Number Location.....	4
Depositor’s Responsibility.....	2		
Business Day and Cutoff Times.....	2		
Deposited Funds on “Hold”.....	2		
Deposits at Any SunTrust Banking Office.....	2		
Availability of Funds First Six Months Account is Open.....	2		
Availability Schedule First Six Months.....	3		

Policy

SunTrust Bank's policy is applied according to the length of time your account has been opened, the type of account, the amount of the deposit, the item(s) deposited, and the manner in which you have handled your account. Unless indicated otherwise in this disclosure, the policy applies to the following accounts: Business and Personal Checking, Interest Checking (NOW Accounts), Money Market and Savings Accounts.

It is our policy to provide you with the earliest access to your money within the guidelines of sound banking practice. Although we may delay the availability of certain funds deposited to your account, we strictly adhere to Federal Banking Regulations concerning such delays. **During the delay, the funds are not available, and therefore you may not withdraw the funds.** If checks are presented or withdrawals made against “unavailable funds”, a returned item or overdraft fee may be assessed to your account and the checks may be returned unpaid.

This policy does not apply to deposited items drawn on financial institutions located outside of the United States.

Immediate Availability

Funds from the following deposits are considered collected immediately and available for withdrawal on the day we receive the deposit:

- Cash Deposits
- Wire Transfer Deposits
- Electronic Direct Deposits (such as Social Security benefits and payroll benefits)

Next-Day Availability

Funds from the following deposited items are available for withdrawal on the first business day after the day of your deposit – these items are also referred to as next-day availability items.

The checks must be **payable to you and deposited to your account.**

- SunTrust Bank checks
- U. S. Treasury checks
- U. S. Postal Money Orders
- Federal Reserve Bank checks
- Federal Home Loan Bank checks
- State and local government checks*
- Cashier's, Certified, and Teller's checks*

***Separate Deposit required on these items.** We cannot distinguish state and local government checks, or Cashier's, certified or teller's checks from other checks drawn on the same paying bank's Routing and Transit Number that are not given next-day availability. Therefore, if you wish to receive next-day availability on these items, you must inform the teller at the time that you make the deposit. These items must be segregated from other items you are depositing and processed under a separate deposit ticket. If you mail the deposit or make the deposit through the ATM or night depository, place these items on a separate deposit ticket and check the Special Deposit box or write Special Deposit on the SunTrust Bank night depository, ATM, or mail-deposit envelope (unless instructed otherwise at the ATM). If you do not use a bank envelope for these deposits, you may include a message to us requesting next-day availability on these particular items. If you do not request next-day availability on these items, the items will be treated as local items.

The following Section applies to Business Accounts only.

“Collected” Funds Availability for Business Accounts

When you deposit a non-SunTrust Bank check into your account, the Bank must collect the funds from the “paying bank.” The check is sent to the Federal Reserve Bank (or another clearing bank) and the Bank receives provisional credit (pending final payment by the paying bank). The check is then presented to the paying bank. Once the presentment process is completed, the funds are deemed “collected.” Use of these funds prior to this time is considered “drawing against uncollected funds.” A per-item penalty may be assessed to your account if you draw against uncollected funds.

Although a check you deposit may be considered collected by us, the paying bank may still return the check to us unpaid. To ensure there are sufficient funds in your account to cover the check amount if the deposited check is returned, we may place a **“hold”** on your account for the amount of the check. Refer to the following sections in this disclosure for the number of days availability may be delayed when a **hold** is placed on the account: **Availability of Funds First Six Months Account is Open; Availability of Funds on Personal Accounts Open Over Six Months; and Availability of Funds on Business Accounts Open Over Six Months.**

The Bank relies on the Federal Reserve Bank’s availability schedules to determine when credit for checks has been received. Checks will be considered collected and available for the payment of incoming checks or for withdrawal unless the Bank withholds the use of the deposited items by placing a **hold** on your account.

The number of collection days on check deposits depends on the location of the paying bank. You may request a copy of SunTrust Bank’s check-processing availability schedule to determine when checks are considered collected.

Collection of Rejected and Returned Items. The collection process is delayed or interrupted if the check rejects during processing or is returned unpaid. If you deposit a check that rejects during processing, collection of the funds may be delayed one additional business day. If a check you deposit is returned unpaid and charged back to your account, we may hold the amount of the returned check and withhold the use of the funds two business days from the date the returned check is charged back to the account. Returned checks that we automatically re-present to the paying bank on your behalf must also go through the collection process again. Therefore, use of funds equal to the amount of the check(s) re-presented may be withheld up to four business days from the date the check(s) is re-presented.

Special Processing for Certain SunTrust Checks. Checks drawn on SunTrust Bank and deposited to SunTrust Bank accounts are considered collected on the day of deposit. However, there are certain checks drawn on SunTrust Bank Business Accounts that have unique Routing and Transit Numbers. These items are routed through a Federal Reserve District or Region for special processing, which results in the depositing banking office not receiving credit for the item on the day of deposit. If you deposit a check drawn on one of these unique Routing and Transit Numbers, the funds will not be collected and available for the payment of incoming checks or withdrawal until the **first business day after day of deposit.**

SunTrust Routing and Transit Numbers that require special processing are: **0611-0079-0.**

Depositor’s Responsibility

We may make funds from deposited checks available to you before the funds are collected. You are still responsible for any deposited checks that are returned unpaid and for any other problems concerning your deposit, even if you have already withdrawn the funds from your account.

Business Day and Cutoff Times

The Bank determines when deposited items are considered collected or available for the payment of checks or withdrawal based on the number of business days from the day of your deposit.

“Business day” does not include Federal holidays on which SunTrust banking offices are closed or any Saturday or Sunday, even if our banking offices are open. If you make a deposit before the SunTrust banking office’s business-day cutoff time, we will consider that day to be the day of your deposit. However, if you make a deposit after this business-day cutoff time or on a day we are not open, we will consider that the deposit was made on the next business day we are open. The business day of your deposit is indicated on the deposit receipt provided by the teller. Our earliest business-day cutoff time at a banking office is **2:00 p.m.** Later business-day cutoff times may apply in certain offices or locations.

Deposits at Night Depository Facilities and Automated Teller Machines (ATMs). If you make your deposit after 7:00 a.m. at a SunTrust Bank night depository or after 12:00 noon at a SunTrust Bank ATM or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Deposited Funds on “Hold”

We may place a **“hold”** on your account for the amount of a deposited check to ensure that there are sufficient funds to cover the check amount if the deposited check is returned unpaid. If we do place a **hold** on your deposit, you will be notified of the dates the funds will be available for the payment of checks or withdrawals.

Deposits at Any SunTrust Banking Office. You may make deposits to your account at any SunTrust banking office located in Alabama, Arkansas, District of Columbia, Florida, Georgia, Maryland, Mississippi, North Carolina, South Carolina, Tennessee, Virginia and West Virginia.

Availability of Funds First Six Months Account is Open

The following availability schedule will apply to items **payable to you** and **deposited to your account** for the **first six months** the account is open.

Funds from cash deposits, electronic direct deposits and wire transfers to your account will be available for withdrawal on the day we receive the deposit. The **first \$200** of each day’s **total deposits** of those checks, which do not qualify for next-day availability, will be

available on the **first business day after day of deposit**. Remaining funds will be held automatically and available for the payment of checks or withdrawal as indicated below. This availability schedule will also apply to additional accounts opened by you for the first six months.

Description of Deposit	Available for Withdrawal First Six Months
SunTrust Bank checks	First business day after day of deposit.
Next-day Availability Items: U.S. Treasury checks, U.S. Postal Money Orders, Federal Reserve Bank & Federal Home Loan Bank, Cashier's, Certified, Teller's, Federal, State & local government checks.	First business day after day of deposit. * * You must request next-day availability and use a separate deposit ticket for Cashier's, Certified, Teller's or state and local government checks.
Local Checks	Up to \$400 of the total deposits available for withdrawal in cash at 5:00 p.m. on second business day after day of deposit . Remaining funds available on evening of the second business day to pay checks; available for withdrawal on third business day after day of deposit .

Availability of Funds on Personal Accounts Open Over Six Months

For **Personal Accounts**, our policy is generally to make funds from your deposits available to you on the first business day after the day we receive your deposit.

Availability of Funds on Business Accounts Open Over Six Months

For Business Accounts, funds will be available for the payment of checks or withdrawal based on the following availability schedule.

Funds from cash deposits, electronic direct deposits and wire transfers to your account will be available for withdrawal on the day we receive the deposit. The **first \$200** of each day's **total deposits** of those checks, which do not qualify for next-day availability, will be available on **the first business day after day of deposit**.

Remaining funds will be held automatically and available for the payment of checks or withdrawal as indicated on the following table.

Description of Deposit	Available for Withdrawal
SunTrust Bank checks	First business day after day of deposit.
Next-day Availability items: U. S. Treasury checks, U. S. Postal Money Orders, Federal Reserve Bank & Federal Home Loan Bank, Cashier's, Certified, Teller's, Federal, State & local government checks.	First business day after day of deposit. * *You must request next-day availability and use a separate deposit ticket for Cashier's, Certified, Teller's or state and local government checks.
Local Checks	Up to \$400 of the total deposits available for withdrawal in cash at 5:00 p.m. on second business day after day of deposit . Remaining funds available on the evening of second business day to pay checks; available for withdrawal on third business day after day of deposit .

If the day on which you would receive the additional \$400 is the same day for two or more deposits, you will receive a maximum of \$400 on that **day**.

Case-by-case Holds on Personal Accounts

In some cases, we will delay the availability on **local** checks deposited to a **Personal** Account up to the **third business day after day of deposit**. The first **\$200** of each day's **total deposits** will be available on the **first business day after day of deposit**. Additionally, up to **\$400** of a deposit of **local** checks will be available for withdrawal in cash at 5:00 p.m. and after on the **second business day after day of deposit**. The remaining funds from the deposit of local checks will be available for withdrawal on the **third business day after the day of deposit**.

We will notify you if we are going to delay the availability of the deposited items and tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you a **notice of hold** no later than the first business day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

If you have maintained a checking account with SunTrust Bank for more than six months, any new account you open will generally be given the same availability as your existing account.

Longer Delays May Apply

Funds you deposit by check may be delayed for a longer period of time under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. The funds will generally be available no later than the seventh business day after the day of your deposit.

During the delay, the funds are unavailable, and therefore you may not withdraw the funds. If checks are presented or withdrawals made against unavailable funds, a per-item penalty may be assessed to your account and the checks may be returned unpaid.

We may refuse to accept a check for deposit if we believe the check is not collectible. In this case, you may present the check for payment directly to the paying bank or you may request us to send the item to the paying bank for collection in your name.

Holds on Other Checks

If we cash a check for you that is drawn on another bank, we may withhold the availability of that amount of funds already in your account. Those funds will be available for withdrawal at the time funds from the check we cashed would have been made available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from that deposit available for withdrawal immediately but delay your availability to withdraw a like amount of funds that you already have on deposit in another account with us. The funds in the other account will be available for withdrawal at the time funds from the check you deposited would have been made available, if we had placed a hold on the deposited check.

Check Card/ATM Authorized Transaction Holds

When you use your Check Card or ATM Card at certain merchant locations, the merchant may obtain an authorization for the amount of the purchase or an authorization for an amount that is more than the final transaction. At the time the merchant obtains the authorization for the Card transaction, a hold is placed on your Account for the amount of the authorization – to ensure that the funds are available when the transaction is presented for payment. If the Card transaction required your Personal Identification Number (PIN), the funds are held through the business day of authorization. If the Card transaction was performed without entering your PIN (usually referred to as a signature-based transaction), the funds are held for up to three business days. If the authorized transaction is presented for payment before three business days have elapsed, an attempt is made to match the payment to the original authorization. If a match occurs, the hold is typically removed. The funds on hold for an authorized Card transaction are not available for other uses during the hold period. If other items are presented for payment against the funds on hold, your Account may be subject to a per-item penalty for drawing against unavailable funds.

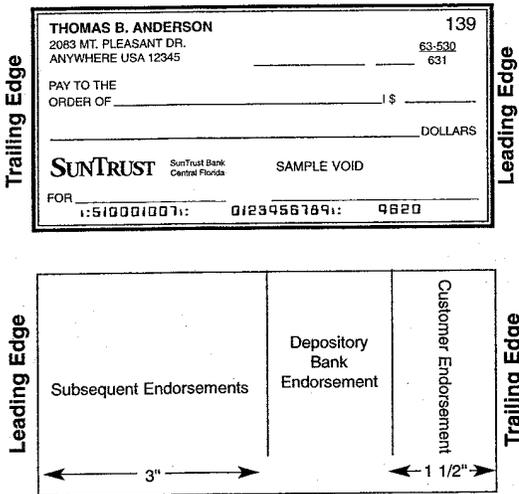
Endorsement Standards

Checks should be endorsed only within the area indicated as “Customer Endorsement.” This area is limited to 1.5” from the trailing edge. The other areas are reserved for bank endorsements. Failure to restrict your endorsement to the indicated area may result in losses to you because of delayed or misrouted items.

SunTrust Bank will not be liable for losses resulting from a delay in return or misrouting of deposited items caused by unreadable endorsements due to other material or markings placed in the “Depository Bank Endorsement” or “Subsequent Bank Endorsement” areas. SunTrust Bank reserves the right to charge these losses back to your account.

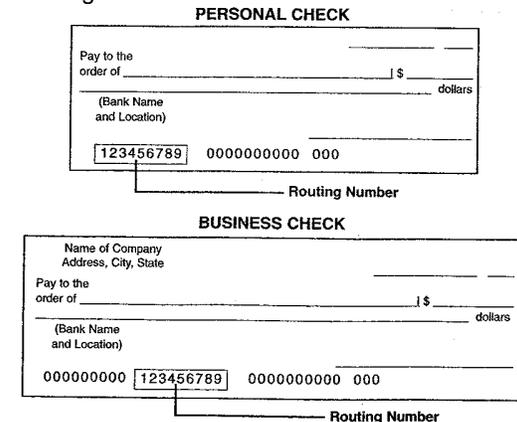
Identification information on the maker of the check should be indicated on the front of the check to avoid interference with the endorsement area.

The following sample check illustrates endorsement locations.



Routing and Transit Number Location

The following samples of checks illustrate where a bank's Routing and Transit Number is located.





Section 19

Product Descriptions