



America's Most Convenient Bank®

Government Banking Services

Request for Proposal -
Banking Services

City of Gainesville

September 26, 2016

Original

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Introduction

TD Bank is pleased to be included in the request for proposal process with the City of Gainesville. Our dedicated Government Banking Relationship Managers have years of experience providing banking services to government and public entities and at TD Bank; you deal directly with your local relationship management team. Your designated local team of government-specialized associates is dedicated to building a relationship with the City that goes beyond banking products and services.

Understanding Your Requirements

The City of Gainesville is seeking a single bank solution to service all of its accounts while requiring best-in-class treasury solutions from its banking partner to ensure the most efficient and effective processes are delivered. Careful attention has been paid to all requested items and we are confident that TD Bank, America's Most Convenient Bank®, is the most suitable financial partner for the City of Gainesville. Our commitment to understanding our Customer's needs and going the extra mile to ensure those needs are met are qualities that aren't found with just any bank. As America's Most America's Most Convenient Bank®, providing legendary Customer experiences continues to be the core of everything we do.

TD Bank currently has a substantial credit relationship with the City and we appreciate and value the partnership we've developed with the City thus far. We'd be honored to deepen our current relationship and become your primary banking partner for the years to come. TD Bank will demonstrate its unmatched commitment to customer service, our knowledge and expertise in Government Banking our innovative approaches, and most importantly our understanding of your operations needs as well as our desire to be the bank of choice for the City of Gainesville.

Highlights of Our Response

TD Bank will deliver best-in-class service to the City while working to provide you with the maximum flexibility along with increased control you need to achieve the very best possible return on your funds. Highlights of our tailored recommended solution include:

- **Over \$12,500 per month in interest revenue = an estimated \$750,000 in interest revenue over the 5-year contract term**
- **A Managed Earnings Credit Rate (ECR) of .65 basis points**
- **No Fees with our competitive compensating balance structure**
- **A .50% weighted average interest rate for all excess funds**
- **Waiving the 10% reserve requirement**
- **No FDIC charge for the life of the contract – Saving the city thousands of dollars**
- **Waiving all implementation costs and set up fees related to the transition**
- **Local dedicated relationship management team**

As one of the 10 largest commercial banks in the United States and a member of TD Bank Financial Group (\$909 billion in assets) we are confident in our ability to meet the City of Gainesville's current needs and future expectations.

Our culture is built on impressive customer service, great employee experiences and a strong commitment to the communities we support. We at TD Bank pride ourselves in creating positive banking experiences for our Government Banking Customers.

Recent Awards and Accomplishments

TD Bank ranked # 1 in Florida by J.D. Power and Associates for Retail Banking Satisfaction in 2015. TD was recognized in Money's 2013 list of the "Best Banks in America" and we were named a Greenwich Excellence Award winner on both the national and regional levels, notably receiving awards including overall client satisfaction and excellence in credit policy, financial stability, online services, and personal banking satisfaction, supporting TD's position as an industry leader in customer service (2013). In addition, TD Bank is consistently named one of the "Best Places to Work" by the Human Rights Campaign, and TD University was named to Training magazine's Top 125 list for the sixth year in a row (2013).

Technical Approach



We're confident in our ability to meet the City's cash management needs of today and tomorrow. Highlights of our technical abilities include but are not limited to:

- Dedicated technical resources for data and file transmission setups and testing
- Flexible file formats and methods for data transmissions
- Willingness and ability to customize file transmission to suit your current and future needs
- Secure, encrypted direct file transmissions
- Secure multi-factor authentication protocol with our TD eTreasury® online banking platform
- Online dual control for segregation of duties to ensure safe and secure transaction initiation on TD eTreasury

TD Bank Quick Facts

- \$236 billion in assets*
- \$194 billion in deposits*
- \$107 billion in loans*
- \$16.4 million in charitable donations (2013)
- ~8 million customers*
- ~27,000 employees*
- 1,300 US locations
- Serving the FL market for more than a decade, and we manage almost \$2billion in FL Public Funds
- Credit Ratings (US):
Moody's Aa3 / S&P AA-

Awards & Recognition



Safety and Soundness

TD Bank is a financially strong, committed banking partner. The TD Bank Group is recognized as one of the most financially sound banks in North America and is ranked **#8 on the *Bloomberg Markets* list of World's Strongest Banks (2013), outranking all of our US competitors.** We are also ranked **#1** on the list of North America's Safest Banks, and **#1 on the list of the World's 50 Safest Commercial Banks**, by *Global Finance Magazine* (2015), marking our 7th consecutive year on the list. Our sound banking practices have enabled us to avoid the credit issues that other banks have experienced. While a great number of banks have been adversely affected by economic and regulatory conditions, we excelled, continued to grow, becoming one of Florida's fastest growing financial institutions and we continue to support the needs of our highly valued Customers.

An Important Decision

We realize that choosing a financial institution that can meet your needs today and into the future is an important decision. TD Bank's competitive advantage is we have the ability to put an implementation plan in place to efficiently and effectively set up the new services minimizing costly disruptions typically associated with changing banking partners. A dedicated and local team will be assigned to the City to coordinate all functions and resources involved in the transition. Should we have the distinct privilege of being awarded your services contract, we are prepared and poised to continuously deliver the positive client experience you should expect from us and most importantly, that you deserve.

The entire TD Bank team is deeply grateful for the opportunity to respond to your request for proposal and for the potential to expand our relationship becoming your primary financial services partner. We trust this proposal evidences the deep value we place on your relationship. Our team would welcome the opportunity to negotiate and to make a formal presentation to the City. We ask that you choose TD Bank and take advantage of the tremendous Net-Benefit of our offer. We look forward to your favorable response.

PUT THE POWER OF TD BANK TO WORK FOR YOU.

BANKING SERVICES QUESTIONNAIRE

Complete the following questionnaire, using the following format: restate each question followed by the related response to each question or statement as completely, but briefly, as possible. All responses should be sufficiently detailed to demonstrate the respondent's expertise and capabilities to provide the requested services.

I. ORGANIZATION AND BACKGROUND

A. Provide the following information for your institution:

1. Name of your bank;

TD Bank, N.A.

2. Address of main office;

TD Bank's main office is located at 7515 W. University Avenue, Gainesville Florida, 32607. This is a full service Store including drive-up, an ATM, night depository and is open seven-days a week.

3. Location of other branches in Alachua County, indicating which will accept City deposits. Indicate hours of operation and if the location has a drive through or night depository. Indicate any plans to open branches in the next two years.

For the City's convenience we have an alternate location located just 4.6 miles from City Hall at 600 NW 43rd Street, Gainesville Florida, 32607.

4. Name, telephone number, fax number, and e-mail address of the contact person for this RFP and the response.

David Lepri
Vice President, Government Banking Relationship Manager
Government Banking
Mobile: (904) 718-5460
Office: (904) 807-9011
Fax: (904) 265-0295
Email: David.Lepri@td.com

5. Address of bank's web site.

www.tdbank.com

- B. Indicate whether your bank is a parent or a subsidiary of a holding company. Describe all relationships with subsidiaries and/or parent if applicable.

TD Bank, N.A. is a wholly-owned subsidiary of TD Bank US Holding Company which is in turn an indirect, wholly-owned subsidiary of the publicly owned Toronto-Dominion Bank of Toronto, Canada, a top 10 financial services company in North America. The Toronto-Dominion Bank trades on the New York and Toronto stock exchanges under the ticker symbol "TD".

In addition to banking products, TD Bank, N.A. and its subsidiaries offer private banking and wealth management services through TD Wealth® and vehicle financing and dealer commercial services through TD Auto Finance.

- C. List your bank's current bond ratings, both long-term and short-term, from at least two of the top rating agencies (Moody's, Standard & Poor's and Fitch). Provide a history of any rating changes for your bank that have occurred for the previous three years. Include the reasons given by the rating agency for the upgrade or downgrade.

TD Bank, N.A.			
	DBRS	Moody's	S&P
Long Term Deposits	AA (low)	Aa1	AA-
Long Term Debt	AA (low)	A1	AA-
Subordinated Debt	A (high)	-	A
Short Term Debt (Deposits)	R-1 (mid)	P-1	A-1+
Outlook	Negative	Stable	Stable

According to the Fitch Group, there have been no rating or other changes for TD Bank or TD Bank N.A. in the past three years.

- D. State whether your bank is chartered to do business in the State of Florida.

TD Bank, N.A. is chartered to do business in the State of Florida and a copy of our Certificate of Corporate Existence is included in our proposal.

- E. State whether your bank is a qualified public depository as defined in Florida State Statutes Chapter 280. What level of collateralization is the bank required to pledge on public deposits at this time?

TD Bank, N.A., is a Qualified Public Depository (QPD) that is legally authorized to do business in the State of Florida pursuant to the requirements as defined in Florida State Statutes, Chapter 280.

TD Bank, N.A. will maintain its QPD status throughout the life of the contract and will adhere to all applicable federal laws and state statutes governing public deposits. Our current public funds collateralization level is 50%.

Please refer to Appendix 2 for TD Bank's Certificate of Qualified Public Depository

- F. Provide a brief resume of key officers and administrative staff that would be assigned to the City's relationship and list their areas of responsibility. Identify the specific person(s) to be assigned to the City for customer service, including inquiries and/or problem resolution. Discuss the accessibility of key team members proposed to be assigned to the City. Discuss the availability of team members' time and attention. Describe the availability of adequate locally- based personnel to absorb the City accounts and any related requirements. Describe any limitations on your bank's customer service, such as hours of availability or special emergency procedures.

TD Bank is pleased to assign a five-person team in support of the City's accounts:

David Lepri
Vice President, Government Banking Relationship Manager
Government Banking
Mobile: (904) 718-5460
Office: (904) 807-9011
Fax: (904) 265-0295
Email: David.Lepri@td.com

David Lepri will serve as the Government Banking Relationship Manager for the City. David has 17 years of banking experience with an extensive background in both Retail and Government Banking services. Prior to joining TD Bank in 2006, he held positions with Morgan Stanley, Wachovia/Wells Fargo Company, and J.P. Morgan Chase. As Vice President, Government Banking Relationship Manager, he is responsible for sales and service for public sector customers in North Florida for TD Bank, America's Most Convenient Bank®.

David holds a BA in Political Science from Montclair State University in Montclair, New Jersey and earned a Business Certificate in Strategic Organizational Leadership from Villanova University. As a 2015 CEO Leadership Award recipient at TD Bank, David takes great pride in delivering our government customers the very best in customer service and would proudly serve as the primary point of contact for the City. David is active in a number of professional organizations such as the Florida Government Finance Officers Association.

Tracy Kemp
Vice President
Treasury Management
9715 Gate Parkway
Jacksonville, FL 32246
Phone: (904) 265-0271
Email: Tracy.KempSt@td.com

Tracy Kemp is a Vice President in the Treasury Management Division with TD Bank. Tracy will continue to work hand in hand with your Government Banking Relationship Manager, David Lepri, servicing the needs of the City. She began her career at First Union/Wells Fargo and later transitioned to being a First Vice President at Sun Trust Bank. She has held numerous leadership positions since joining the financial sector in 1998.

Throughout her banking career, Tracy has demonstrated Treasury expertise through seminars, Florida Government Finance Officers Association (FGFOA) conferences, and leadership forums. In her current role she supports various industries with revenues between \$50 million and \$500 million.

Tracy received her undergraduate degree from the University of North Florida in Jacksonville, Florida where she met her husband John. The Kemp family lives in Jacksonville, Florida with their three children. As a native of Jacksonville, Tracy is an avid supporter of education and is committed to giving back to her community through mentorships, motivational speaking, and volunteering.

Seana Lassiter
Sales and Service Specialist

Government Banking
1560 N. Orange Ave
Winter Park Florida 32789
Office: (407) 622-3538
Email: Seana.Lassiter@td.com

Seana Lassiter will provide dedicated administrative support to the City and is fully competent to administer daily account maintenance functions and oversight in support of your primary Government Banking Relationship Manager, David Lepri. Seana is a graduate of the University of West Indies and has received her Master's Degree in Business Administration from Nova University. She has a diverse background in customer service and banking and will support the onboarding and new account(s) opening for the City.

Lea Zimmerman
Assistant Vice President, CTP, Sales and Service Specialist

Treasury Management
9715 Gate Parkway
Jacksonville, FL 32246
Office: (904) 265-0417
Email: Lea.Zimmerman@td.com

Lea Zimmerman is an Assistant Vice President for TD Bank in Treasury Management Sales Support, supporting the District Sales Manager and the North Florida Treasury Management Sales Officer.

Lea has over 25 years of experience in the banking industry and over 4 years as a Cash Management practitioner. Her banking background includes extensive experience in International Banking and Trade Finance. She obtained her CTP (Certified Treasury Professional) certification in 2000 through the Association for Financial Professionals and has been active throughout the years since receiving certification, inclusive of serving as a Board member at the local AFP level as Treasurer.

As a community volunteer, Lea has served on the Finance Committee, including one year as Finance Chair, for St. Paul United Methodist Church in Jacksonville, and currently serves on the Nominations Committee, selecting and recruiting leadership team members.

Patricia Massimillo
Store Manager, Tower Road
7515 W. University Avenue
Gainesville, FL 32607
Office: (352) 333-3181
Email: Patricia.Massimillo@td.com

Patricia Massimillo has been in the Banking Financial and Customer Service industry for the past 40 years, starting her career in the Savings & Loan industry for 18 years until its demise in 1992. Afterwards, she worked for Barnett Bank, later purchased by Bank of America, for 8 years before moving into her current role with TD Bank in 2000.

Patricia attended Santa Fe College for Business Administration and the Institute of Financial Education, earning 15 Certificates of Achievement in Business Administration.

A native of Gainesville, Patricia understands the needs of the community she lives and works in and works towards its betterment. She is actively involved as a Board Member for the Kiwanis Club of Gainesville and the Rebuilding Together organization. Patricia is also affiliated with the Haven Hospice Alliance, volunteers with the Hospice Attic, works as a sponsor with Catholic Charities, and serves as a member of the Tower Hill Association, Chamber of Commerce, GACR.

TD Bank's vision is to be the better bank for our Customers and we do so by developing a relationship between our brand and our Customers. Relationship banking is another cornerstone of TD Bank's philosophy of how we do business: we set ourselves apart from the competition by giving a personable touch with managing our Customer's needs. To us, Relationship banking consists of taking a broad view of the overall products and services we maintain with our Customers and rewarding them based on volume discounts and attractive interest rates that commensurate with the size of the overall banking relationship.

The City's Relationship Management team will consist of David Lepri, who will serve as the City's Relationship Manager; Tracy Kemp, who will serve as the Treasury Management Officer; and Patricia Massimillo, the local Store Manager at 7515 W. University Avenue Gainesville, Florida.

As senior bankers, David and Tracy have years of financial services experience specific to local government. They will be involved with all aspects should TD Bank be awarded the City's relationship and will provide on-going support to your staff members as well as periodic relationship reviews to ensure that you have the appropriate products and services and to keep you abreast of new technologies and innovations in treasury management and other new services offered by TD Bank.

It is our primary goal to be a trusted financial partner to the City by attaining a thorough understanding of your business, recommending solutions, and exceeding your expectations. In addition to providing consultative advice and product recommendations, your Relationship Management team is committed to ensuring that your service needs are met and exceeded. TD Bank prides itself on the service accountabilities for all its employees. Your Relationship Manager accepts responsibility for every aspect of servicing your accounts. TD Bank's Relationship Managers are available 24 hours a day, 7 days a week and are available to meet at your convenience.

Should David or Tracy not be available, they will be supported by a sales staff as well as our dedicated Treasury Management Services Support team (TMSS) to ensure that a representative of TD Bank will always be available to assist with the City's needs. Our TMSS team can be reached at (866) 475-7262 and is operational Monday through Friday 7:30 a.m. to 8:00 p.m. EST and Saturday from 7:30 a.m. to 6:00 p.m. EST. A live person will always answer the phone; voice mail is not an option. When a Treasury Management Service Support representative answers the phone, they own the inquiry. Although we commit to a 24-hour resolution window, because of our fully integrated end-to-end Digital Imaging/single platform, many times we are able to resolve inquiries while the customer is still on the phone.

- G. In what location(s) will the following services and its accompanying support be provided: deposit processing, reconciliation, proof transit, stop payment processing, wire transfer processing, ACH/EFT/EDI processing and treasury management. Indicate if your bank utilizes a third party vendor for any services to be provided and include the third party vendor's name and a description of services provided, if applicable.

TD Bank operates two full service offices located within the City limits of Gainesville. The City's primary support will be provided by our Tower Road Store, opened 7-Days a week located at 7515 W. University Avenue Gainesville, FL 32607. Our alternate Store is located at 600 NW 43rd Street Gainesville, FL 32607.

TD Bank, N.A. does not utilize third parties for the services listed above.

- H. List all local governmental and utility customers in Florida for which your bank has performed services similar to the Statement of Work/Specifications, throughout the five year period ended December 31, 2015. Describe any customers for which the bank has performed services similar to those required by the City, which the bank has lost over the past five years. Please detail reasons for the lost customers. Please provide a list of up to 10 current Florida governmental or utility customers of an account size similar to the City that the City may contact as references. Please include name, contact person, telephone number, number of years as a client and the services provided by the Bank that the City may contact as references. If you require advance notice of the City's intent to contact any of your references, please so indicate.

1. City of New Smyrna Beach

Althea Philord, Finance Director
210 Sams Avenue
New Smyrna Beach, FL 32168
Phone (386) 424-2120
Aphilord@cityofnsb.com

2014 Awarded Banking Services RFP, Full Operating and Treasury Management Services customer, including Payroll, DDA services, TD eTreasury, ACH, Wire, and Credit Services.

2. Columbia County Clerk of Court

Danielle Beard, Finance Director
135 NE Hernando Avenue
Lake City, FL 32056
Phone: (386) 758-1152
dbeard@columbiacountyfla.com

A relationship that dates back more than four years, TD Bank provides Full Operating and Treasury Management Services including DDA, Wire, eTreasury, online banking, ACH, Payroll, and ZBA.

3. City of Titusville

Bridgette Clements, Director of Finance
555 S. Washington Avenue, FL 32796
Phone: (321) 567-3712 Fax (321) 383-5811
Bridgette.Clements@Titusville.com

Full Operating and DDA Services, Treasury Management Services including Payroll, ACH, Positive Pay, Wire, CD ROM, TD eTreasury, and Purchasing Card Program.

4. Jacksonville Housing Authority

Maxine Person, Director of Finance
1300 Broad Street Jacksonville, FL 32202
Phone: (904) 665-3037
Mperson@jaxha.org

2013 RFP Customer/Full Operating Services including DDA, Payroll, TD eTreasury, Positive Pay, Digital Express Scanners (at over a dozen various sites) ACH, Wire, and TD Visa Corp Card.

5. Orlando Housing Authority

Michael Simmons
Chief Financial Officer
390 N. Bumby Avenue Orlando, FL 32803
Phone: (407)-895-3300
Mobile: (217)-721-7152
Michael.Simmons@orl-oha.org

Full Operating relationship since October 2011 including DDA, Payroll, Positive Pay, ACH Block, Remote Deposit Capture (Digital Express), CD-Rom, and TD eTreasury.

6. City of Pembroke Pines

Annie Khan, Treasurer
10100 Pines Blvd
Pembroke Pines, FL 33023
Phone (954)-435-6558 Fax (954)-435-6524
akhan@ppines.com

Contracted as of September 1998, Operating services including all DDA and Treasury Management Services, ACH, Payroll, eTreasury, and Positive Pay.

7. City of Tamarac

Christine Josephs Cajuste, Controller
7525 NW 88th Avenue Tamarac, FL 33321
Phone: (954)-597-3553 Fax (Fax) 954-597-3450
christine.cajuste@tamarac.org

Contracted as of December 2008, Full Operating and Treasury Management Services including, DDA, Payroll, Positive Pay fraud control, wire, ACH, and TD eTreasury.

8. Alachua County Clerk of Court B.O.C.C.

Todd Hutchison, Director of Finance
nth@alachuaclerk.org
12 SE 1st Street, 4th Floor
Gainesville, FL 32602
Phone: (352)-374-3605
Fax: 352-338-3201

A multi-year investment only customer, TD Bank provides Todd with interest on deposits and occasional wire services

9. City of Daytona Beach

Patricia Bliss, Chief Financial Officer
City of Daytona Beach
Phone: (386)-671-8060
BLISSP@CODB.US

TD Bank was recently awarded the City's full operating relationship after an incumbent relationship with Sun Trust Bank dating back to 1992. We are currently in the Implementation Phase and will provide the City Treasury Management Services, including TD eTreasury, CD-ROM, Positive Pay, ACH, Payroll, Card, Smart Safe, Wire services and more.

- I. If your bank uses any statistical quality control measures to evaluate treasury services, such as those requested herein, provide such results for the most currently available 12 months. If not, describe how your bank measures and evaluates the quality of its services.

TD Bank currently monitors on a daily/monthly/yearly basis over 30 Key Performance Indicators (KPI), specific to just Treasury Management Services in our formal Managing for WOW! quality program.

These KPI's are managed by a specific team within our Treasury Management Line of Business. A monthly report is produced and reviewed by Senior Management with an eye to continuous improvement, setting higher standards and getting banking information to our Customers faster with the highest quality possible.

- J. Describe any plans to enhance or otherwise change services in the future, providing anticipated time frames for such changes.

TD Bank, America's Most Convenient Bank®, continues to be a growth bank. We are continuously investing in the best people, products, and services to provide the City with a legendary customer experience. We continue to add and enhance our products, customer service, and onboarding to ensure you can manage your business as effective as possible.

TD Bank differentiates itself by being willing to work with our Customers on a one-on-one basis to explore and understand your business in order to provide the best payment, product, and service excellence that you deserve.

Technical Proposal Responses

Core to TD Bank's strategy is to provide the City with legendary customer experiences, protecting you with effective risk management, providing competitive solutions, and differentiation by service and a compelling solution value proposition.

- K. Briefly describe your bank's disaster recovery plan and how the City's records would be protected/recovered.

TD Bank employs a defense-in-depth approach to business continuity that involves many disciplines that together protect against business loss and business interruption.

Some of the disciplines include, but are not limited to:

- High availability systems with failover capability
- Mirrored data - backup data housed off-site with a secure third party
- Business Impact Analysis of critical processes
- Technical Impact Analysis of critical processes
- Business Resumption Plans
- Disaster Recovery Plans to restore systems
- Evacuation Plans
- Documented communication trees and hierarchies
- Contracted disaster recovery resources with industry standard third party

TD Bank tests its disaster recovery process annually and updates procedures as needed.

Site and capabilities are confidential to ensure optimum security for processing in the event of a disaster. TD Bank maintains several alternate backup processing sites. The locations and capabilities are not disclosed for security reasons.

TD Bank's robust enterprise-wide BCM program includes formal crisis management protocols and continuity strategies. We regularly maintain and exercise business continuity and disaster recovery plans to address the loss or failure of any component on which critical functions depend.

Upon notification from the City of a disaster, TD Bank would assess the City's needs and provide support services as applicable. TD Bank has a history of going above and beyond normally expected service lengths to provide for our customers.

If required, back-up storage facilities will also be available within 12 hours. TD Bank maintains redundant hardware and software in case of emergencies, which allows us to provide uninterrupted services.

- L. Identify any actual or perceived conflicts of interest between the City and your bank.

TD Bank has no current knowledge of any conflicts of interest between the bank, its interests, and those of the City of Gainesville. TD Bank knows of no known facts or circumstances that might create the appearance of a conflict between its interests and those of the City.

- M. Provide a copy of your bank's latest certified annual financial report and most recent quarterly 10-Q Report.

Please refer to the CD-ROM included in the original proposal copy for TD Bank's 2013-2015 Annual Reports, our Ernst and Young Letter of Assertion, and our 2016 Third-Quarter Report.

II. PROJECT DISCUSSION (Limit to no more than two pages)

Describe your bank's general ability and willingness to meet all of the requirements specified by the City. Please indicate your firm's understanding of the City's objectives needs of the services to be provided and your bank's approach and methods to providing the services requested. Are there any of the services referenced in this REQUEST FOR PROPOSAL that your bank is unable to fully perform? If so, please explain. Identify any initial problems or difficulties your bank foresees with establishing a relationship with the City as requested by the REQUEST FOR PROPOSAL. Address your bank's methods to deal with these problems.

TD Bank is qualified to meet the financial services needs of the City of Gainesville. Throughout our proposal, TD Bank will demonstrate its unmatched commitment to customer service, our knowledge and understanding of banking for our Governmental customers, our state-of-the-art treasury management products and services, our innovative approaches, and – most importantly – our desire to be your bank of choice.

TD Bank has taken the time to understand your complex organization and our team will meet the requirements and exceed the expectations of the City. There are no services referenced in this request for proposal that we can't provide or enhance. TD Bank is a partner that is committed to growing with the City of Gainesville as your needs grow.

The City of Gainesville will find the convenience and security it requires for its financial services through TD eTreasury®, TD Bank's state-of-the-art corporate online-banking system for information reporting and transaction initiation, which is available 24 hours a day, 7 days a week. TD eTreasury offers current and previous day reporting with 365-day storage of detailed banking history for all of the City's accounts organized by date and by account including images checks, deposited items, deposit tickets, and returned items in order to keep you abreast of all proceedings that occur through your accounts at any time.

Along with TD eTreasury, TD Bank offers the City cost effective solutions in ACH and wire transactions, remote deposits, Deposit and Partial Reconciliation, Currency Processing services, Controlled Disbursements, and Checking Imaging. Furthermore, our ACH Debit Block, ACH Positive Pay, and Positive Pay services we offer you supplement TD eTreasury's in-depth security features and further enhance the security of your finances.

One of the factors that differentiate TD Bank from its competition is the premium that we place on providing our Customers with legendary customer service. TD Bank prides itself on creating positive banking experiences for our Customers: we are always open to being flexible and working around the needs of the City. We assure you that your Relationship Management team and our banking staff is here to help and will continue to deliver best-in-class service to you, assisting with the development of your organization and delivering our promise of legendary customer service.

Careful attention has been paid to all requested items within the request for proposal and we are confident that TD Bank, America's Most Convenient Bank®, is the most beneficial financial partner for the City of Gainesville. TD Bank has a track record of success and is successfully growing market share and is one of Florida's fastest growing financial institutions.

III. GENERAL BANKING SERVICES

A. ELECTRONIC BANKING

1. Discuss your bank's ability to provide access to services through a web-based software product.

TD eTreasury is TD Bank's state-of-the-art corporate online-banking system, a highly customizable web-based tool which provides efficient features for immediate access to account information. The City will be able to conveniently access the website and initiate transactions from any location with internet access. Some of the system's beneficial features include:

- Current and Prior-day Balance and Transaction Reporting
- Online images of paid checks, deposit items, deposit tickets, and return items
- Standard 365-day history
- Extended seven years of images available
- Customizable Dashboard
- Convenient eLearning Tool for all online modules
- Custom Alerts and Favorite Reports
- Real-Time Book and Loan Transfers between accounts
- Real-Time Stop Payments
- Recurring Payments
- ACH Origination including Tax, Child Support, and International (IAT) transactions
- Domestic and International Wire Initiation
- Positive Pay Reporting and exception management with Payee Verification
- Standard and Custom Bank Reports
- Controlled Disbursement Reporting
- ACH Return, NOC, and EDI Reporting
- eStatements – both bank statements and analysis statements
- Cash Position Worksheet

- Advanced export capability
- Multi-bank balance and transaction reporting available

TD eTreasury requires the following minimum system configuration:

- Windows Operating System
 - Recommended browsers are Microsoft Internet Explorer versions 7.0 or above, Firefox 3.5 or 3.6; Safari 4.0 or 5.0
2. What kind of provisions does the bank have for backup in the event the Web site is not available? How many hours each week is your web site available to access? How many hours was your web site down in calendar years 2015/2016? Does your bank provide a toll-free, technical support hotline for your web site? What hours of the day is support available?

TD eTreasury is available 24 hours a day, 7 days a week. In the event that the City is experiencing issues with our corporate online-banking system, TD Bank would assess the City's needs and provide support services as applicable. TD Bank has a history of going above and beyond normally expected service lengths to provide for our customers.

Back-up storage facilities will also be available within 12 hours. TD Bank maintains redundant hardware and software in case of emergencies, which allows us to provide uninterrupted services.

TD Bank is sensitive to our Customers' concerns and financial needs. The City will have access to TD Bank's dedicated Treasury Management Services Support team that can be reached at (866) 475-7262. It is operational Monday through Friday, 7:30 a.m. to 8:00 p.m. EST, Saturday from 8:00 a.m. to 4:00 p.m. EST, and Sunday 11:00 a.m. to 3:00 p.m. EST. A live person will always answer the phone: voice mail is not an option. When a Treasury Management Service Support representative answers the phone, they own the inquiry.

Although we commit to a 24-hour resolution window, because of our fully integrated end-to-end Digital Imaging/single platform, many times we are able to resolve inquiries while the customer is still on the phone. The Service Support Team can also be reached via email at TMSS@td.com.

In addition to Treasury Management Services Support, the City can contact any member of its Relationship Management team at any time. Your team, in addition to providing consultative advice and product recommendations, is committed to ensuring that your service needs are met and exceeded. TD Bank prides itself on the service accountabilities for all its employees. Your Relationship Manager accepts responsibility for every aspect of servicing your accounts. TD Bank's Relationship Managers are available by cell phone or email, and are available to meet at your convenience.

3. Can your bank provide information in real time on items presented during the day? If so, indicate at what time, the level of detail available, and what items are included. Does your bank's system have the ability to store and retrieve historic balance data and detailed transaction data by date and by account? If so, for how long? Can full reconciliation of accounts be done electronically? Can this be done daily?

Through TD eTreasury, items are processed in real-time and post to your account at the time they are presented.

The City may view images of all paid checks, deposit items, deposit tickets, and returned items. You will also be able to review the full amount and source of all ACH and wire transactions when they post to your account.

TD eTreasury offers 365-day storage of detailed banking history for all of the City's accounts organized by date and by account. Search fields also include transaction type, dollar amount, dollar range, bank/customer reference, serial number, date, and date range.

For the City's consideration, we also offer through TD eTreasury an option whereby you will have access to paid checks for seven years.

The City may utilize reconciliation services in conjunction with online access to accounts on a daily basis. TD Bank will provide full and partial reconciliation via File Transmission Protocol (FTP) for your operating and payroll accounts.

Partial Reconciliation Services will provide the City with a listing of paid checks in serial number sequence and a DDA settlement. The listing can be prepared weekly, bi-weekly, or monthly to coincide with your bank statement. Paid check data can be sent to you via transmission for you to upload into your accounts payable system or treasury workstation.

To allow for data capture in the TD Bank's reconciliation system, you will need to have your check serial number MICR-encoded on all checks. If you wish to receive a data transmission of paid check information, we'll provide you with our standard file layout, which includes check serial number, check amount, and check paid date for your review. Before your service can begin, we will need to establish a test transmission to ensure the file layout and transmission is ready to process at the time of your first reconciliation.

Five business days after month end or statement cycle, you will receive a reconciliation statement, balance sheet, and checking account statement. The reconciliation statement lists deposits, credits, debits, and checks paid by date. The balance sheet totals checks paid for the month and identifies encoding errors and prior month adjustments.

Benefits of TD Partial Reconciliation include:

- Special detailed daily reports are available upon request
- Significant time savings
- Processing schedules to meet your needs (i.e. daily, weekly, bi-monthly, or monthly)
- Electronic delivery of checks paid information, which can be used to match against your checks issued data
- Simplifies internal reconciliation
- Provides the option of paying for services by maintaining compensating balances or by direct charge through account analysis

TD Bank also offers Full Reconciliation Services for the City if required. This service is available electronically via TD eTreasury. In addition, reconciliation statements can be prepared weekly, bi-weekly, or monthly to coincide with the City's bank statement.

4. Are the services and/or information available on the web site in real time or previous day?

TD eTreasury has both current day reporting and previous day reporting.

The following prior day reports are available through TD eTreasury: Prior Day Detail and Balance, Paid Check Reports, ACH & Wire Reports, Audit Reports and many more customizable reports. TD eTreasury does have an Automated Report Delivery service where all reports within the system can be e-mailed to a user.

Transaction types reported in current day information include ACH credits and debits, wire transactions, teller activity, internal transfers, and Controlled Disbursement activity.

Previous day information is available by 5:00 a.m. EST. Online images of deposit items and deposit tickets are available through TD eTreasury along with Current and Prior-day Balance and Transaction Reporting.

5. Can information from the web site be downloaded for City use?

As an alternative to reconciliation services, bank data can be exported as needed from TD eTreasury to a secure server location within the City. Through this portal, you may download data from a library of standard reports or create custom reports and file exports in several formats, including BAI II, Comma Separated, QuickBooks, Semicolon Separated, SWIFT, and Tab Separated. File exports allow you to extract data from TD Bank's online banking portal and import the data into your accounting system. The file export is included as part of the TD eTreasury license and would eliminate the monthly fee associated with a full reconciliation.

6. Describe your bank's system security alternatives. Include how your bank's system and/or individual system passwords are handled. Include an overview of security controls over wire transfers. Are additional security features available? Describe any such options.

TD Bank understands the importance of security; therefore, varying degrees of authorization can be established by user by the System Administrator (initiators, approvers, dollar limits, etc.). Additional TD eTreasury security features are listed below:

Authentication Features

- Company ID , User ID, and password required to login
- Users prompted to enter new password upon initial login
- User passwords change every 38 days
- User lockout after three incorrect login attempts, requiring System Administrator intervention to reset
- User timeout after 15 minutes of inactivity
- SecurID tokens required for wire and ACH functionality
- Monitoring of user activity patterns to detect suspicious activity

Authorization Features

- System Administrator establishes the level of user access
- System Administrator can assign user limits per item/per batch/per day for ACH, wire transfers, and book transfers
- Dual control for all wire and ACH transactions
- System Administrator determines wire transfer and ACH transaction approval requirements
- System Administrator can disable and add users in real-time
- System Administrator controls the system

Infrastructure Features

- 1024 bit-encryption
- Secure Socket Layer (SSL) protocol
- DMZ protected
- Use of industry standard best practices with regard to system security, data encryption, and monitoring activities

TD eTreasury requires two or more users to release an ACH batch and/or wire transfer. With Dual Control, a single user cannot initiate a fraudulent transaction that may result in heavy monetary losses.

TD Bank also utilizes a state of the art security token to further aid the City in preventing fraudulent activity. RSA token authentication is based on a physical device that randomly generates a one-time password. This provides an even more reliable level of security than reusable passwords.

TD Bank's ACH Debit Block system provides added security against electronic fraud. The system enables you to authorize specific ACH payments to debit / credit your accounts. Any unauthorized ACH transactions received will be returned to the originator.

To establish the service, you will need to complete an Electronic Payment Authorization (EPA) – ACH Debit Filter Profile that identifies your checking account number(s) and the filter criteria for the debits you want the bank to honor. Upon receipt of an executed request to place a filter or block on an account, the bank will implement system settings to reflect your instructions. The system settings are applied to the best of our ability. This service is not a guarantee, but is offered under the same commercial standards that we apply to all bank services.

TD Bank also offers TD ACH Positive Pay, which may be considered. TD Bank's comprehensive solution lets you create filters to specify allowable ACH transactions using TD eTreasury, TD Bank's corporate online banking solution. ACH items received that do not match your filter criteria are presented via TD eTreasury, allowing you to accept or return the items. ACH Positive Pay also gives you the ability to update existing filters online to minimize future exceptions.

TD Positive Pay is recommended for any account used for check clearing and is the best method for preventing check fraud. This value added service will mitigate risk and provide comfort and security for the City. Positive Pay compliments the internal security measures you employ to ensure that only authorized checks are paid.

We “push” our Positive Pay information directly to our teller platforms. If an item is presented at a teller window that was not on the issue file, or there is a variation of information (i.e., dollar amount), notification will be sent to the specified contact for a pay or no pay decision. The teller line will be updated five times a day at: 9:00 a.m., 11:00 a.m., 1:00 p.m., 3:00 p.m., and 4:30 p.m. EST. Benefits of TD Positive Pay are:

- Provides protection against certain types of check fraud
- Payee verification
- Fraud detection at encashment at the branch
- Enables viewing of the image of the check through commercial online banking prior to making a decision
- Provides the option of paying for services by maintaining compensating balances or by direct charge through account analysis

For items received through our in-clearing, the City will receive notification via the Positive Pay Module of TD eTreasury for a “pay” or “no pay” decision. Points of verification are OCR line verification and ICR (Intelligent Character Recognition).

We also provide the means to add Paid Not Issued Items through our Positive Pay module. This will alleviate the need to re-send files to the Bank to ensure a complete reconciliation. The operation is a simple point and click decision. Images of suspect items are provided online for reference and verification. The City would be required to notify TD Bank of the Pay or No Pay decision by 2:00 p.m. EST.

TD Bank was one of the first banks in the nation to offer Positive Pay with Payee Verification. In addition to validating the dollar amount and serial number of the check presented, TD Bank will also validate the payee name using industry leading intelligent character recognition (ICR) software (payee verification is recommended but not required). TD Bank also offers a fully integrated Positive Pay teller interface with all of our 1,300+ Stores. Checks presented through both nightly in-clearing and through our Store network will be validated by this service.

7. Can the City restrict system users to a set list of programs or specific functions within an individual program? Can the City restrict functions by account number? If so, describe how these feature work.

The City's designated System Administrator creates user profiles and has the ability to select the access levels granted which include account specific functions and authorizations. All features and functions within TD eTreasury can be added or removed from a user's profile for each account.

Access restrictions are confined to user ID's and cannot be placed for account numbers.

8. By what means (personal visit, telephone, written manuals, etc.) will your bank provide training necessary for City staff to become proficient with the bank's software/web site?

TD Bank is sensitive to our Customers' concerns relative to large-scale bank transitions. We consider the transition process to be another competitive advantage of ours and have developed a successful model for planning and managing successful bank transition projects.

Upon notification of the award decision from the City to implement new services, an Implementation Project Manager (IPM) is assigned to the project. The IPM will be responsible for planning and managing the implementation project. The IPM will organize an Implementation/Kick-off meeting including the members of the Implementation team and your chosen representatives. The IPM will review and identify the services to be implemented or modified, the tasks required for completion, the projected start and completion dates, and the responsibilities of all parties involved.

The Implementation team and IPM will interface with the City's employees to ensure all concerned parties are trained on all related systems such as on-line banking and remote deposit capture services. Training manuals and literature are available upon request and provided by the IPM. The IPM will also ensure that your employees receive the contact information for our Treasury Management Services Support team and that "Day One" processing runs smoothly. The Implementation team and IMP will remain assigned to you until all areas of the transition are complete and you and your employees are comfortable that all functions are working smoothly in all areas of the bank.

All areas of the transition will be covered including, but not limited to:

- Treasury Management documentation
- Transmission Testing
- Coordination of internal bank departments and required set ups
- On Site Training schedules for products & services
- Any 3rd party vendor requirements and follow-ups, i.e. courier
- Transition of funds and checking activity

Unlike other banks, our personnel will continue to support the City long after implementation. Our dedicated Treasury Management Services Support team can be reached at (866) 475-7262. It is operational Monday through Friday 7:30 a.m. to 8:00 p.m. EST and Saturday from 7:30 a.m. to 6:00 p.m. EST. A live person will always answer the phone; voice mail is not an option. Although we commit to a 24-hour resolution window, because of our fully integrated end-to-end Digital Imaging/single platform, many times we are able to resolve inquiries while the customer is still on the phone.

In addition to Treasury Management Services Support, the City can contact any member of its Relationship Management at any time. Your team, in addition to providing consultative advice and product recommendations, is committed to ensuring that your service needs are met and exceeded. TD Bank prides itself on the service accountabilities for all its employees. Your Relationship Manager accepts responsibility for every aspect of servicing your accounts. TD Bank's Relationship Managers are available by cell phone or email, and are available to meet at your convenience.

B. ACCOUNT SET UP/STRUCTURE

1. Can the bank set up the account structure as defined in the Statement of Work/Specifications, with controlled disbursement and zero-balance accounts as indicated?

Yes, TD Bank will serve as the central depository for the City and will mirror the account structures it uses today, which includes Zero Balance and Controlled Disbursement accounts for its Operating, Payroll, and Accounts Payable accounts where applicable.

Zero Balance Accounts (ZBA) will allow the City to consolidate the net balances of multiple sub-checking accounts into one parent checking account. The activity in each TD Zero Balance Account remains segregated, allowing you to keep separate accounting records and statements for each account. Your TD Zero Balance Accounts can be used to segregate disbursement, deposits, or a combination of both.

Benefits of TD Zero Balance Accounts are:

- There is no limit to the number of sub-accounts that can be maintained in a zero balance arrangement
- New sub-accounts may be added at any time
- You can establish a minimum balance in a sub-account
- Easy to monitor a net cash position, facilitating investments and funding decisions
- All deposits and/or checks are processed in the sub-account and summarized separately
- Based on net balances, the sub-account will automatically pull funds from the parent account to cover a net deficiency or transfer excess balances to the parent account

Account reconciliation is simplified by having one operating account, while maintaining individual deposit and disbursement accounts.

2. Briefly explain your bank's ability to provide for controlled disbursements. How does your bank provide controlled disbursement reporting? Include time when presentment information becomes available to the City.

TD Bank's Controlled Disbursement service will provide the City with information necessary to enable it to fund its disbursement checking account with exactly the amount of funds needed to cover the day's check presentments.

To allow for Controlled Disbursement reporting, the City will be assigned a unique ABA number MICR-encoded on all checks. You will be notified daily of the total dollar amount of checks to be charged against your disbursement account. Funding of the disbursement account is performed by TD bank.

We will transfer funds from your master funding account to the controlled disbursement account by 4:00 p.m. EST each day. If funds are not available, we will overdraw the master funding account so that items posted against the Controlled Disbursement Account are covered.

Benefits of the TD Controlled Disbursement account are:

- Two daily presentments
- Checks are drawn on a unique ABA number
- Calculated cash position is more accurate allowing for better use of idle cash balances
- Controlled Disbursement reporting is available via commercial online banking
- Eliminates guesswork and clerical time required in funding disbursement accounts

TD eTreasury includes a Controlled Disbursement reporting module to report the notifications. Additionally, email alerts can be setup on eTreasury once the presentments are available.

The first and second presentments are available at 8:30 a.m. and 10:30 a.m. EST respectively. This is regardless of the method of notification.

TD eTreasury will also be able to provide the City real-time balance reporting and is constantly updated throughout the day. Current day reporting and previous day reporting are available for your convenience.

The following prior day reports are available through TD eTreasury: Prior Day Detail and Balance, Paid Check Reports, ACH, and Wire Reports, Audit Reports and many more customizable reports. TD eTreasury does have an Automated Report Delivery service where all reports within the system can be e-mailed to a user.

Previous day information and reports are available by 5:00 a.m. EST.

Transaction types reported in current day information include ACH credits and debits, wire transactions, teller activity, internal transfers, and Controlled Disbursement activity.

3. Which branch and/or ABA number does your bank use to facilitate controlled disbursements?

Upon implementation of Controlled Disbursement services, the City will be assigned a unique ABA number MICR-encoded on all checks.

4. Is the bank able to meet the City's requirements for the Electronic Vendor Payments account as described in the Statement of Work/Specifications? Discuss how the bank would provide these services.

Yes, TD Bank can meet the City's Electronic Vendor Payment account requirements.

The City may choose between two methods for initiating ACH transactions: direct file transmission and TD eTreasury.

The City can import a NACHA-formatted file into TD eTreasury or send a direct transmission (via secure web or FTP) until 8:00 p.m. EST. All funds of an ACH transaction are settled on the night of the effective date. ACH direct deposits files (PPD) must be received two days prior to the effective date, and corporate files (CCD, CTX) must be received one day prior.

For direct file transmissions, TD Bank supports Secure Web and FTP transmissions with PGP encryption. We require adherence to NACHA regulations, which include control totals, item counts, hash totals as well as encryption. TD Bank uses PAL-VRS as the ACH Source Total System. Using this voice response unit, the City would call in file totals and enter an effective date (optional). Once the file is transmitted, you will receive an e-mail confirming a successful file transmission. The source total should be called in before the file is transmitted. Once the source total is reported PAL-VRS goes out to PEP+, the banking industry's ACH operating system, to look for the file. When it successfully finds the file and the totals match, you will receive a confirmation via TD eTreasury.

In addition, the City may choose to receive email confirmation for ACH file transmissions.

The City also has the option of initiating payments through TD eTreasury, which can supplement your transmission program. A database of employee account information can be housed on the system for payroll purposes. Additionally, you may import payment information from another system and transmit the payroll direct deposit file via TD eTreasury.

C. SYSTEM/ELECTRONIC TRANSMITTAL REQUIREMENTS

1. Can your bank comply with the City's requirement to electronically process all types of ACH/EFT transactions, including but not limited to PPD, CCD, CCD+, CTP and CTX?

Yes, TD Bank can comply with the City's ACH/EFT file format requirements.

2. In what format will the City need to transmit the files for positive pay, and is there a manual entry option?

TD Bank recommends the City uses their current delivery channel for submitting files for Positive Pay. The requirements for direct transmission are online access and FTP Client; the requirement for online delivery is online access Transmission delivery methods such as FTP with PGP, Secure Web mailbox, and manually uploading directly onto TD eTreasury is available to the City.

3. Can your bank accept the City's current vendor payables CTX file format, and payroll flat file format? If not, then what file formats does your bank require?

Yes, TD Bank can accept the City's current vendor payables CTX file format and payroll flat file format.

D. DEPOSITS

1. Describe your bank's recommended process for handling the City's large volume of deposits through an electronic deposit system using images of checks.

TD Bank recommends incorporating an Image Cash Letter as a solution when depositing a significant volume of checks when volumes exceed 500 per day or 10,000 per month. The ICL file may be delivered in an x9.37 or x9-100-187 format to TD Bank and would be thoroughly tested through the implementation process prior to entering a production environment. Our daily cut-off time is 6:00PM (EST) with additional flexibility if required.

2. Can your bank assign different location codes specific to each City deposit site for Deposit Reconciliation?

Yes, TD Bank can assign different location codes specific to each City deposit site for Deposit Reconciliation.

3. Provide a copy of your bank's current availability schedule. The schedule should at a minimum be the availability granted by the Federal Reserve. Does your bank provide an analysis of float on checks deposited or some other method to ensure funds availability according to the schedule provided above. Provide an example of the float analysis. What are the daily deadlines for checks deposited to receive availability and collected status according to the availability schedule?

TD Bank maintains a unique availability policy. There are no complicated availability schedules and no special pricing tables. We credit deposits as processed. Cash and checks drawn on TD Bank receive immediate availability.

For all other checks deposited via remote capture before 8:00 p.m. or 9:00 p.m. EST at a store location, the City will receive \$100.00 credit the day of the deposit and the remainder of the deposit is generally available to you no later than the next business day.

4. On what items will the City be granted same day collected status? Provide any time constraints, geographic limitations or any other limitations, including those for checks drawn on the bank (either locally, statewide or out-of-state), if applicable.

Cash and checks drawn on TD Bank receive immediate availability.

For all other checks deposited via remote capture before 8:00 p.m. or 9:00 p.m. EST at a store location, the City will receive \$100.00 credit the day of the deposit and the remainder of the deposit is generally available to you no later than the next business day.

Electronic direct deposits and wire transfers will be available on the day we receive the deposit. Funds are considered deposited on the business day we receive them. Funds deposited in a night depository are considered deposited on the next business day the Bank or Store lockbox is open. Deposits made through Lockbox are listed for same day credit but receive next day availability.

Book transfers may be initiated via TD eTreasury until 11:00 p.m. EST for same-day credit. Book transfers initiated after 11:00 p.m. EST will be processed the morning of the next business day.

The cut-off time for same-day domestic wires initiated via TD eTreasury is 5:00 p.m. EST. Wire transfers initiated after 5:00 p.m. EST will be processed the morning of the next business day.

The cut-off time for same-day international wires initiated at a store location is 3:00 p.m. EST.

5. Please describe what reserve requirements will apply to the City's accounts.

As part of our deep commitment to the City, we are pleased to waive the 10% Reserve Requirement for the duration of the contract term.

E. COIN AND CURRENCY

1. Briefly discuss your bank's ability to provide bulk coin processing for the large volume of bulk coin the City will deposit. Please confirm that you can accept uncounted mixed bags of coins, and unsorted/crumpled bills. Will bulk coin deposits receive same day processing and credit?

TD Bank's vault service provider can accept and process mixed bags of coins and unsorted/crumpled bills for deposit; however, the cost for processing these deposits is greater than a deposit prepared in Federal standard increments.

TD Bank can provide the City with tamper-proof deposit bags upon request.

Please contact your current vault service provider for information regarding their procedures for bulk coin deposits and same-day processing.

2. Briefly explain your bank's ability to provide coin and currency for special City events (\$10,000 - \$30,000) and emergency/disaster events (\$200,000 - \$500,000). Include time frames and ordering methodology.

TD Bank and its vault service provider can support order processed for any special City event. Orders must be received by 11 a.m. EST for deliveries expected the next business day. Emergency orders or orders after the 11 a.m. EST cut-off time can be processed between 11:01 a.m. and 2 p.m. EST for pick up by your armored car company within three hours. Assuming your vault service provider is not impacted by the same "Disaster event", orders would be processed as an emergency request until 2 p.m. EST on any given business day.

3. In the event of an emergency, can your bank provide cash, within a few hours, on a weekend or bank holiday? Discuss how this might be carried out, including any limitations.

Although our store locations are able to schedule orders deliveries/deposit pick-up service for weekends and holidays, there are no deposits or orders processed during weekends or holidays at the vendor vaults.

Emergency orders or orders after the 11 a.m. EST cut-off time can be processed between 11:01 a.m. and 2 p.m. EST for pick up by your armored car company within three hours. Assuming your vault service provider is not impacted by the same "Disaster event", orders would be processed as an emergency request until 2 p.m. EST on any given business day.

F. ARMORED CAR SERVICE

1. What is the bank's cut-off time for receipt of deposits?

Deposits must be received by 8:00 p.m. EST to ensure same day ledger credit. All TD Bank stores adhere to the 8:00 p.m. EST cut-off time.

G. DAYLIGHT OVERDRAFTS/OVERDRAFTS

1. How does your bank identify daylight overdrafts? Is your system real time and does it consider deposits, incoming and outgoing wire transfers, ACH transactions and checks presented? Given that your bank would be expected to consider all City accounts in the determination of daylight overdrafts, how would your bank expect to be compensated for daylight overdrafts?

TD Bank does not charge a separate daylight overdraft fee. Should your calculated balance position, after nightly batch processing for all transactions (i.e. deposits, incoming and outgoing wire transfers, ACH transactions, and paid checks), reflect an uncollected or overdrawn position, TD Bank will assess a Drawn Against Uncollected Funds Fee (DAU). The DAU fee is presently set at a rate of Prime plus 3.75%. The DAU fee is calculated using the designated rate multiplied by the average monthly negative collected balance of your account for the month, and then multiplied by the number of days in the calendar month. DAU fees are charged monthly and noted on your Account Analysis Statement. TD Bank also charges a per item fee of \$35.00 for usage of uncollected funds or overdrawn. This fee and the DAU fee can be offset with your compensating balances and Earnings Credit Rate (ECR).

All fees are applied to analysis for compensation.

With that said overdrafts are closely monitored by the Relationship Manager, David Lepri, who has the ability to authorize the payment of the related items and waive an occasional overdraft fee for accounts. We recognize that overdrafts do occur on occasion and TD Bank is willing to work with the City if such an event does occur.

2. If, for whatever reason, the City's account experiences an actual overdraft, will your bank comply with the City's request that any and all checks be honored? How would the bank handle such an overdraft during a time period when the City is closed, including Fridays?

In the event of an uncollected or overdrawn situation, TD Bank will make an effort to contact the City to determine why the overdraft occurred and to attempt to arrange payment or temporarily approve the overdraft status

Overdrafts are closely monitored by the Relationship Manager, David Lepri, who has the ability to authorize the payment of the related items and waive an occasional overdraft fee for accounts. We recognize that overdrafts do occur on occasion and TD Bank is willing to work with the City if such an event does occur.

The City's dedicated Relationship Manager or other member of the Relationship Management team will contact the City first thing in the morning, during normal business days, to determine how the overdrawn items will be funded. If an overdraft occurs on a Friday or during a time period when the City is closed TD Bank will comply with the City's request that all valid checks will be honored.

3. Will your bank ensure that all branches and Bank-and-Shop centers with which they are associated conform to this request?

Yes, TD Bank will ensure all store locations servicing the needs of the City conform to the request above.

H. OUTGOING WIRE TRANSFERS

1. Explain your bank's policies and procedures for outgoing wire transfers, both repetitive and non-repetitive. Define "repetitive". What information can be changed for a repetitive wire instruction without requiring an additional authorization? Describe your bank's security procedures concerning wire transfers. What security precautions does your bank employ to ensure that only authorized City personnel initiate wire request/approvals? Describe alternative methods of sending wire transfers in the event the electronic system is not available. Does your bank delay or hold wire transfers if the wire transfer results in an overdraft? Please explain.

TD Bank allows initiation of wire transfers via two methods: through our corporate-online banking system, TD eTreasury, or in person at a TD store location by an authorized signer.

The City will have the convenience of initiating wire transfers electronically through TD eTreasury while maintaining appropriate payment initiation controls. User profiles established by your System Administrator govern the level of wire authority for each user (create, approve, create templates, etc.) and associated dollar limits. Two users are needed to create and approve wire transfers, and each must use their SecurID token to generate a code to complete their portion of the transaction.

Additional information on security features available through TD eTreasury is listed below:

Authentication Features

- Company ID , User ID, and password required to login
- Users prompted to enter new password upon initial login
- User passwords change every 38 days
- User lockout after three incorrect login attempts, requiring System Administrator intervention to reset
- User timeout after 15 minutes of inactivity
- SecurID tokens required for wire and ACH functionality
- Monitoring of user activity patterns to detect suspicious activity

Authorization Features

- System Administrator establishes the level of user access
- System Administrator can assign users daily dollar limits per item/per batch/per day for ACH, Wire Transfers, and Book Transfers
- Dual Control is required for all wire and ACH transactions
- System Administrator determines Wire Transfer and ACH transaction approval requirements
- System Administrator can disable and add users real-time
- System Administrator controls the system

Infrastructure Features

- 1024 bit-encryption
- Secure Socket Layer (SSL) protocol
- DMZ protected
- Use of industry standard best practices with regard to system security, data encryption, and monitoring activities

The system allows you to create free-form (non-repetitive) wires and repetitive templates. Repetitive wires use templates to store almost all of the information needed to send a wire. Typically, the only information that the City would need to enter is the amount related. The rest of the information, including the beneficiary receiving the funds, is set up in the template.

In most cases, repetitive applications are used when funds are transferred to the same beneficiary on a regular basis. Please be advised that our Dual Control feature requires that two users are needed to create, approve, or modify the information and/or dollar amount of free-form and/or repetitive wire transfers at any time.

Once you've logged in to TD eTreasury with your company ID, user ID, and password, you'll follow the simple steps below to initiate a wire transfer:

- Navigate to the Payments Module
- Select Wires and then New Wire Payment
- Choose to initiate a Wire from a Template or Non-Repetitive (free-form) Payment
- If initiating from a Template, choose Create Payment from Template as shown below:

New Wire Payment
Use this screen to select the type of payment you wish to create.

Quick Entry Template Payments

[Create Payment from Template](#)

Template Groups:
Select a Template Group

Continue

Non-Repetitive Payments:

By Payment Type:
Select Payment Type

Continue

Cancel

- Select one or more Templates to initiate and then click Create Payment
- Enter the required data
- Date, Dollar Amount, and Details of Payment (all other data should exist from the initial creation of the template)
- Enter SecurID token code
- Click Preview Payment and then Submit
- If initiating a Non-Repetitive Payment, select the Payment Type and then click Continue
- Enter the required data
- Debit Account, Reference for Beneficiary, Details of Payment, Debit Amount, Date, Frequency of Payment, Beneficiary Account Number, Beneficiary Name, Beneficiary Address, and Beneficiary Bank Information
- Enter SecurID token code
- Click Preview Payment and then Submit

Users may choose to create an alert to notify them when a wire is pending their approval.

Domestic wires initiated before the 5:00 p.m. EST cut-off time will include the Federal Reference within minutes of being received by the Federal Reserve Bank for processing same day. Should there be a disruption in service, we will process wires same day on a best efforts basis.

TD Bank cannot guarantee wires to be received by a beneficiary by a certain time of day as all wire transfers are reviewed according to the Patriot Act regulations.

The City may also utilize any of our convenient store locations to initiate outgoing wire transfers.

If an outgoing wire transfer has not been received, the City can initiate a tracer by calling our dedicated Treasury Management Services Support team at (866) 475-7262 who services only Treasury Management customers. It is operational Monday through Friday 7:30 a.m. to 8:00 p.m. EST and Saturday from 7:30 a.m. to 6:00 p.m. EST. For domestic wires, a tracer can be placed no sooner than 24 hours after the transfer was executed. A second tracer can be placed after two days if there has been no response to the first. Final resolution is communicated to you by Treasury Management Services Support.

2. What is the latest time that outgoing wire transfers can be made? What other, if any, time constraints are there?

TD eTreasury is accessible 24-hours a day with up-to-the-minute reporting of account information. Wire initiation is also available 24-hours a day; however, the cut-off time for same-day domestic wires initiated via TD eTreasury or at a store location is 5:00 p.m. EST. Wire transfers initiated after 5:00 p.m. EST will be processed the morning of the next business day.

The cut-off time for same-day international wires initiated at a store location is 3:00 p.m. EST.

I. ACH/EFT TRANSACTIONS

1. What are your bank's cut-off times for each transfer category? Show times in business days prior to effective date for each category.

The cut-off time for same-day domestic wires initiated via TD eTreasury is 5:00 p.m. EST. Wire transfers initiated after 5:00 p.m. EST will be processed the morning of the next business day.

The cut-off time for same-day international wires initiated at a store location is 3:00 p.m. EST.

TD Bank does not process ACH transactions after 8:00 p.m. EST. Files received after 8:00 p.m. EST will be processed the morning of the next business day.

Book transfers may be initiated via TD eTreasury until 11:00 p.m. EST for same-day credit. Book transfers initiated after 11:00 p.m. EST will be processed the morning of the next business day.

2. Will the City have the ability to selectively allow specified vendors to set up recurring ACH payments? Describe how these recurring ACH payments can be implemented, managed, and automatically limited. Will the City have the ability to block ACH payments to vendors?

Yes, the City will have the ability to selectively allow vendors to set-up recurring ACH payments and manage them through TD ACH Positive Pay. TD Bank's comprehensive solution lets you create filters to specify allowable ACH transactions using TD eTreasury. ACH items received that do not match your filter criteria are presented via TD eTreasury, allowing you to accept or return the items. ACH Positive Pay also gives you the ability to update existing filters online to minimize future exceptions.

In addition, TD Bank's ACH Debit Block system provides added security against electronic fraud. The system enables the City to authorize specific ACH payments to debit / credit your accounts. Any unauthorized ACH transactions received will be returned to the originator.

3. Will the City have the ability to change, add or delete an item after transmitting its ACH/EFT file to your bank? If yes, describe the procedures and any timing constraints. Can your bank provide an ACH/EFT warehousing capability? If so, how long is the maximum warehousing period and how long can changes still be made prior to releasing warehoused transactions?

TD Bank does not allow for modifications or additions to an ACH file or batch once it has been submitted at this time.

TD Bank will delete or reverse a file, batch, or line item only if the request is received in writing prior to processing. Callback verification is performed on all requests.

The deadline to delete or reverse a file/batch varies based on when the files are distributed into the network, which occurs several times during the day. If the file or batch has not been distributed to the ACH Operator, then it can be deleted from the warehouse. If the file/batch has been distributed to the ACH Operator, then a reversal is required.

The City may request a reversal of an entry or file, once released into the network, but there is not a guarantee that this will be accepted by the RDFI or Receiver.

4. Describe how your bank will provide transaction verification for files the City transmits to your bank.

Once the source total for the City's ACH file transmissions is reported PAL-VRS goes out to PEP+ to look for the file. When it successfully finds the file and the totals match, you will receive a confirmation via TD eTreasury.

In addition, the City may choose to receive email confirmation for ACH file transmissions.

5. What is the lead-time for establishing a new location on an ACH/EFT transaction file, including time for pre-notification?

TD Bank will delete or reverse a file, batch, or line item only if the request is received in writing prior to processing. Callback verification is performed on all requests.

The deadline to delete or reverse a file/batch varies based on when the files are distributed into the network, which occurs several times during the day. If the file or batch has not been distributed to the ACH Operator, then it can be deleted from the warehouse. If the file/batch has been distributed to the ACH Operator, then a reversal is required.

The City may request a reversal of an entry or file, once released into the network, but there is not a guarantee that this will be accepted by the RDFI or Receiver.

6. Describe your bank's capabilities for tracking payment and/or remittance details after it releases a transaction, including whether it assigns and provide reference numbers or other tracking numbers.

TD Bank's EDI Receiving Maintenance will provide the City with detailed remittance information to effectively manage your receivables. The bank will intercept incoming ACH/EFT payments and will notify you of the data elements contained in these payments, including the originator of the payment, dollar amount, and reason for the payment. This is critical in fulfilling the all-important function of data/payment re-association.

7. Describe file retention and inquiry capabilities for payment and remittance details. Is it accessible on-line? How extensive a history file does your bank maintain for ACH/EFT transactions?

TD Bank maintains a 365-day extensive history of all ACH transactions. Transaction history is accessible online via TD eTreasury with search fields that include, dollar amount, dollar amount range, bank/customer reference, date, and date range.

8. Describe your bank's system security, indicating any procedures that are required for specific transactions. Are files authenticated and encrypted, authenticated only or encrypted only? Describe the method used.

TD eTreasury employs multiple security procedures the City may utilize to minimize the risk of unauthorized transmissions including file encryption, user role limitations and authentication, secure-encryption tokens for online payment transactions, user IDs and passwords, transmission calendar services, and VRU control total validations for direct transmissions.

In addition, the City's designated System Administrator creates user profiles and has the ability to select the access levels granted for the convenience of monitoring and control such as account specific functions and authorizations. All features and functions within our corporate online-banking system can be added or removed from a user's profile for each account.

TD Bank primarily uses FTP with PGP encryption and our https website for ACH transmissions.

TD Bank enlists unauthorized URL detection software, sets and monitors credit exposure limits, duplicate file detection, SEC and fraud monitoring, calendar callbacks when files are missing, and more.

For Receivers of ACH entries, TD Bank's ACH Debit Block service provides added security. The system enables the City to authorize specific ACH debit or credit transactions to your accounts. Any unauthorized ACH transactions received will be returned to the originator.

9. What protection does your bank offer against the erroneous posting of ACH debits to corporate accounts?

The City may utilize TD Bank's ACH Positive Pay and ACH Debit Block services to prevent the unauthorized ACH transactions from posting.

ACH Positive Pay will allow the City to accept or return ACH items that do not match the pre-set criteria; ACH Debit Block will return any unauthorized ACH transactions to the originator.

10. What audit controls or special audit features does your bank's system offer?

TD Bank has multiple controls in place to protect our Customers and employees, including multi-layer authentication, advanced firewall and encryption methods. We continually assess our cyber security program and incorporate feedback from a number of independent oversight organizations. Cyber is a business risk that needs to be managed like credit and market risk; and as a result, we will continue to make significant investments in preventative technologies and intelligence to protect our Customers and employees. Our employees are trained on our security policies and procedures and work diligently to protect the integrity of our customers' information.

We use industry-accepted security practices, including firewalls and encryption, to safeguard the confidentiality of our Customers' financial information. These controls allow us to properly authenticate Customer identity when accessing our online services and help to protect information as it travels over the Internet between a Customer's computer and TD Bank.

Our internal security personnel use several risk assessment and security tools to monitor and maintain the security of our online systems:

Secure Pages and Login

TD Bank employs a layered security approach to help protect our website, mobile applications, and the City's accounts and sensitive information such as employee identities. When you set up your accounts, you will be asked to provide personal security questions and answers to help authenticate your user ID and password.

Use of Firewalls

To protect data stored on our systems and to prevent unauthorized access, we employ firewalls where appropriate. Firewalls are software and hardware products that are intended to define, control, and limit the access to a website, network, or computer system. We also use Intrusion Detection Systems to detect and identify potential intruders.

Third Party Verification

TD Bank works with independent third-party security firms to perform reviews of our online services and systems. Systems are monitored and updated as needed to protect against known security risks.

Encryption

Web browsers have the ability to communicate securely with a website by encrypting the information as it passes across the Internet. This method of communication is called Transport Layer Security (TLS) or Secure Socket Layer (SSL). TD Bank requires the use of a browser which supports 128-bit encryption to use our website and log in to the online banking website.

Continued on next page

Secure Messaging and Email

Many of our online services have a secure messaging feature. In order to access secure messages sent within our online banking system, each authorized representative of the City must log in with their unique user name and password. We also send emails via our secure server when they contain confidential information. Customers must register for our secure email server in order to review these emails and any attachments. They can also reply via our secure email.

11. Describe alternative methods of processing ACH/EFT transactions in the event the web site system is not available.

In the event that your TD eTreasury platform is unavailable, the City may utilize NACHA file transmission services.

For file transmissions, TD Bank supports FTP transmissions with PGP encryption. This also applies to Secure Web transmissions.

TD Bank adheres to NACHA regulations, which include control totals, item counts, hash totals, and encryption. After sending a file, the City would call in and verify totals to TD Bank via PAL-VRS, which is a bank automated voice response system.

Upon receipt of a file, a system-generated acknowledgement is created to confirm a successful transmission. File control totals must be entered into the ACH File Control Totals Voice Response System. The item count and dollar amount are verified with the file received. TD Bank will contact the Originator if any discrepancy is encountered. Acknowledgement of successful processing of a file is also available via fax.

J. RETURNED ITEMS

1. Provide your bank's policies and procedures for processing returned items, both checks and ACH. Can all items (both checks and ACH) returned for insufficient or non-collected funds be automatically processed a second time? Describe how returned items, except credit card returns, may be charged back to various City accounts.

TD Bank provides an automatic redeposit service for both dishonored check and ACH items. The City's profile/special instructions will dictate criteria for which items are eligible for redeposit and also provides a specified the dollar value. Dishonored items are only eligible for redeposit once and would be represented to the account it was originally presented to.

Returned checks will be mailed to the City via First Class Mail. A previous day return item report is also available on TD eTreasury containing 365 days of return item history listing, an image of the returned item, the date of the return, and the dollar amount.

TD Bank supports electronic (ACH) presentment of returned items. TD Bank can produce a detailed return item transmission/flat file with basic text. Text file would include MICR line detail and other pertinent data. A file would be sent to the City via a secure network. If a flat file were not acceptable, TD Bank would make every effort to accommodate your specific file format and reporting requirements.

TD Bank can include checking account and ABA number, check number, check amount, original deposit date and reason code on a return item file transmission today.

2. When items are returned the second time for insufficient funds, how quickly will the City be notified? Are returned checks processed and sent out on a daily basis? Is there any electronic means for receiving notification of returned checks? If so, what information is available?

TD Bank can re-deposit return items a second time before charging the item back to the account. Upon second return, the item is typically mailed back to the Customer via standard U.S. Mail service.

TD Bank will establish special handling instructions for all return deposited items. The City will be notified through TD eTreasury of any returned items at the time of processing. You also have the option to be notified of returned deposited items via email, fax, overnight mail, or phone.

Images of redeposit returned items will also be available to the City via TD eTreasury at the time of processing. Any returned items, once debited, will be forwarded daily to your designated Budget Coordinator.

Should you require custom processing, TD Bank will be happy to discuss alternative processing procedures. Please note a previous day return item report is available on TD eTreasury containing 365 days of return item history listing, an image of the returned item, the date of the return, and the dollar amount.

3. What is the effective date that returned items will be debited against the City's account?

TD Bank provides same-day processing for the debiting of returned items.

K. STOP PAYMENTS

Briefly explain your bank's electronic stop payment request procedures. When will a stop payment request take effect and how long will the stop payment requests remain in effect? Will your bank provide notification to the City of stop payment requests that are expiring?

TD eTreasury offers online access for inquiring, cancelling, and placing stop payments on checks in real-time. Stop Payments can also be made over the phone and in any of our stores and are effective immediately if placed before the 8:00 p.m. EST deadline. TD eTreasury will verify if a check has been paid before processing the stop payment request.

Stop payments remain in effect for 365 days. Notification regarding expiring stop payments is not available at this time. If the City would like to extend the stop payment beyond 365 days, a second stop payment must be placed. Renewed stop payments will be assessed the standard fee.

For the entering of stop payments of non-sequentially numbered checks, TD eTreasury provides a multiple entry screen for up to 10 items.

All stop payments can be monitored online through TD eTreasury along with viewing all paid checks. TD Bank's system will verify if a check has been paid before accepting the stop payment. The City will receive notification once the stop payment has been processed.

The City will have access to 365 days of cashed checks, deposit items, deposit tickets, and return items through TD eTreasury with search fields that include transaction type, dollar amount, dollar amount range, bank/customer reference, serial number, date, and date range. TD eTreasury also provides the option of a seven-year image archive.

Please refer to the Pricing Proposal section for a full listing of all line item fees.

L. POSITIVE PAY

Please provide a detailed discussion of your process, including:

1. The various daily deadlines for getting a file to the bank or manually entering an item on the bank's website, especially in order for checks issued to be on-line for the tellers; is there such a cutoff?
2. Can more than one file be sent each day?
3. How would you recommend handling checks that are produced after the cut-off where employees or vendors go to a teller to cash a check?

TD Bank offers both direct transmission and online delivery methods for Positive Pay.

TD Bank recommends the City uses their current delivery channel. The requirements for direct transmission are online access and FTP Client; the requirement for online delivery is online access Transmission delivery methods such as FTP with PGP, Secure Web mailbox, and uploading directly onto TD eTreasury is available to the City.

TD Bank does not impose a limit on the number of files that can be sent each day. Following the transmission of a check issue file, the City will be required to input a file total. TD Bank will notify you of any discrepancies between actual file totals and reported totals. All files received by 5:00 p.m. EST will be verified and effective against checks presented through in-clearing that night, as well as the TD Bank stores at the opening of business the next morning.

The City will automatically receive an email from TD Bank advising the file was received when transmission has been sent through FTP with PGP or Secure Web. File transmission sent through TD eTreasury will be notified by the online system automatically.

The City will be notified of any rejected or "suspect" items by logging on to the Positive Pay module via TD eTreasury. We also provide the means to add Paid Not Issued Items through our Positive Pay module. This will alleviate the need to re-send files to the Bank to ensure a complete reconciliation. The operation is a simple point and click decision. Images of suspect items are provided online for reference and verification. You are required to notify TD Bank of the "Pay" or "No Pay" decision between the hours of 10:00 a.m. and 2:00 p.m. EST.

TD eTreasury has an "Email Alert" feature that enables your authorized employees to be alerted daily of suspicious activity. Should TD Bank not receive a payment decision from you by the decision cut-off time, we will execute your predetermined default payment decision.

Additionally, we "push" our Positive Pay information directly to our teller platforms. If an item is presented at a teller window that was not on the issue file, or there is a variation of information (i.e., dollar amount), notification will be sent to the specified contact for a "pay" or "no pay" decision. The teller line will be updated five times a day at: 9:00 a.m., 11:00 a.m., 1:00 p.m., 3:00 p.m. and 4:30 p.m. EST.

M. ACCOUNT STATEMENTS

1. In what formats (hard copy, electronic file, CD-ROM, etc.) can the City chose to receive account statements? Within how many business days of month-end can the City expect to receive its monthly account statements?

The City has the option of receiving monthly account statements, reflecting the last day of each month, by the 5th business day of the following month in paper/printed format.

The City will also have access to monthly statements online, which will be available the first day after month end via TD eTreasury, with a rolling 365-day history of images of paid checks. We also offer through TD eTreasury an option whereby you will have access to paid checks for seven years.

TD Bank can provide the City a CD-ROM containing monthly bank statements and images of cancelled checks; however, we recommend utilizing TD eTreasury to obtain immediate access to these items.

2. Indicate how your bank differentiates items posted to City accounts. For example, wire transfers, ACH transactions, ZBA transfers, checks processed, deposit made.

Please refer to Appendix 6 to review TD Bank's Account Analysis Statement Guide.

3. Can the bank provide full reconciliation?

Yes, TD Bank can provide Full Reconciliation services for the City's accounts upon request.

4. Can your bank provide imaging of cleared City checks, front and back? Can this be downloaded from the web site as well as be provided on CD? How long are check images available online? How long are the actual checks kept and available from the bank? At what location?

The City has access to 365-days of detailed account history including the front and back of paid checks, deposit items, deposit tickets, and returned items via TD eTreasury. We also offer through TD eTreasury an option whereby you will have access to paid checks for seven years.

Bank data can be exported as needed from TD eTreasury to a secure server location within the City.

TD Bank can provide images of paid checks on CD-ROM. With TD Check imaging, checks and statements are stored on an optical disc, allowing you to consolidate check images from multiple accounts for a given cycle onto a CD-ROM. You will be accessing images of your checks through a Windows-based application. Its flexible search criteria allows for fast, easy retrieval of desired checks or statements. By using a CD-ROM as the retrieval and storage vehicle, you will find that you no longer need to receive your cancelled checks back.

As a bank policy, all imaged items are archived for a period of seven years. Our default retention policy for paper is two weeks from date of deposit prior to being shredded and destroyed. We can adjust that policy per the City's requirements. Paper items are stored in a secure location and are properly organized to be accurately retrieved at a later date. The location is not disclosed for security reasons.

N. ACCOUNT ANALYSIS STATEMENT/BILLING

Within how many business days after the close of the month can the City expect to receive an account analysis statement? Can the analysis statement or some other alternative be provided electronically?

TD Bank will provide the City monthly account analysis statements which are issued on or around the 15th of the following month. These analysis statements are also available online via TD eTreasury around the 15th of the following month.

O. FORGED CITY CHECKS

When someone to whom the City has drawn a check asserts that such check has been forged, will your bank give the City immediate credit upon completion of all forged check affidavits and documents? How and within what time frame will your bank notify the City that the credit has been applied to its account? Given that the City will be receiving images of its checks rather than the actual check, will the City still be required to provide the bank a copy of the check?

If forgery is suspected, the City should immediately contact their Relationship Manager for further assistance.

TD Bank requests that the applicable provisions of Bank's Business Deposit Account Agreement, Cash Management Master Agreement for Banking Services, and Positive Pay services govern the forged checks policies and procedures.

P. BANKING SUPPLIES

Will the bank be able to provide banking supplies, such as signature plates, deposit slips, and manual check stock with & without MICR lines?

TD Bank places a deep value on the City of Gainesville's relationship and as part of our commitment will provide all initial endorsement stamps, banking supplies, including currency straps, pre-printed deposit slips and check stock with and without MICR lines..

IV. INTEREST/EARNINGS CREDIT RATE

- A. Please provide your bank's interest rate for demand deposit accounts or Earnings Credit Rate for each month in calendar years 2015/2016. Are there any minimum balance requirements imposed by the bank to earn interest or the earnings credit? Will FDIC fees be charged by the Bank? Is there an adjustment for required reserves? Are there any other restrictions or limitations? Please describe other money market/liquidity investment options that your bank offers.

TD Bank realizes that choosing the right financial institution that can craft solutions to meet your needs under today's challenging economic conditions and over the course of the next five years and beyond is an important financial decision.

Under our recommended solution, the Municipal Advantage Plus account will allow the City of Gainesville to earn a competitive 0.50% weighted blended average interest rate on all excess funds not required to offset service charges. Each month the interest is automatically calculated and applied to the City's account. There is no need for daily reconciliation or daily transfer of available excess funds into a dedicated investment account.

There are no minimum balance requirements imposed by TD Bank to earn our competitive interest or earnings credit rate. Furthermore, as part of our deep commitment to the City of Gainesville we will not assess a FDIC charge/fee for the life of the contract.

TD Bank places deep value on the City of Gainesville's relationship, and as part of our commitment we are pleased to offer the City a 0.65% Earnings Credit Rate (ECR). This managed ECR is used to determine the balance required to offset the cost of service. TD Bank will also waive the 10% reserve requirement. A 0% reserve requirement and a competitive 0.65% ECR will allow the City to offset requested services using less money which in turn will maximize interest potential back to the City.

TD Bank's Earnings Credit Rate and Interest Rates are not tied to any specific financial market rate at this time. TD Bank utilizes a managed rate method in determining rates and rates are tempered by historic and emerging trends using competitive data and various indices which include:

- U.S. Treasury Bill
- Short-term auction rates
- Monthly average short-term LIBOR
- Fed Funds
- Other investment/economic measures

TD Bank reserves the right to change its rate and methodology from time to time in its sole discretion without regard to any external interest rate index or market conditions

Please refer to the Pricing Proposal section for the stated benefit of the Municipal Advantage Plus pricing model including a full listing of all line item fees.

V. CITY EMPLOYEE CUSTOMER SERVICE

- A. What will be the bank's policy/process for allowing City employees, without accounts with the bank, to cash their payroll checks? Discuss whether there will be a charge; will they be allowed to cash checks through the drive-in; what type of ID will be required; and any other information pertinent to this issue.

TD Bank has years of experience in serving public entities and our aim is to help you, so you may better serve the communities of the City of Gainesville. Our government clients receive local priority processing. This will minimize the time spent in our Store when City employees come in to make daily transactions or cash weekly paychecks. We are committed to providing the City of Gainesville employees with our legendary customer service and exceptional value and are prepared to offer your employees free check cashing at TD Bank. In conjunction with this exception, TD Bank will offer the City our Bank @ Work program, a free perk program where your employees will enjoy the very best of our products and legendary customer service without ever having to leave the office.

Employees may cash checks at the drive up provided they present proper ID (i.e. a valid driver's license or other acceptable ID).

- B. What kinds of account packages will be available for City employees who choose to establish accounts with the bank?

We understand that one of the City's most valuable resources is your employees. TD Bank is committed to providing your employees with our Legendary Customer Service and exception value. TD Bank has been ranked #1 in Florida by J.D. Power and Associates for Retail Banking Satisfaction. As part of our partnership with the City of Gainesville we are pleased to offer our exclusive Bank at Work perk program and your employees will enjoy the very best of our products and services without ever having to leave their office. We'll schedule a program where we come out to your offices and we can provide your employees with individualized service, answer questions, share the perks and incentives of the program and even open accounts right on the spot.

The wonderful benefit to the City is you'll be offering a new benefit to your employees – individualized attention and assistance with all their banking needs. You'll also be providing a new enhanced convenience to your employees – saving them time and effort during the workday.

As part of our partnership with the City, your valued employees can receive up to \$100+ in cash perks and may receive substantial ate discounts on home equity lines of credit in addition to special discounts on mortgages and cred card offerings!

Please refer to the Bank at Work brochure section for further information.

VI. ADDITIONAL SERVICES

- A. During the term of the contract, the City may require technical assistance from the Bank for designing and implementing new programs, accounts structures, etc. Briefly discuss how the Bank would anticipate providing and being compensated for such services to the City.

TD Bank has a deep understanding of your operations and currently maintains a significant credit relationship with the City. We are a partner that remains committed to growing with the City of Gainesville as your needs grow. Over the extensive contract term, TD Bank can provide letters of credit, commercial mortgage financing, equipment financing and leasing, as well as technical assistance related to new accounts and treasury management services.

Due to the rapid change and innovation in banking and treasury services, TD Bank is an ideal banking partner that looks forward to providing the City consultative advice as new enhancements or services may be required to support any such future initiatives.

For the duration of the contract term, TD Bank would apply the same industry leading Earnings Credit Rate (ECR) to any new and future account(s) and service(s) the City elects to implement. This will allow the City to use the proposed compensating balance method to offset any potential fees related to new services.

The City may also wish to consider the following additional services that TD Bank can offer:

TD Commercial Plus Card

The TD Commercial Plus Card provides robust purchasing and travel card functionality through a single consolidated card program. The globally accepted Visa charge card will help the City reduce costs and add efficiency to the procure-to-pay process while maintaining control. Designed to support a wide range of payments types, including indirect and direct spend, this flexible solution may also be custom tailored to accommodate your specific reporting and risk management needs. The included and feature-rich TD Commercial Plus Card Online platform for program management and reporting completes this value-added solution which will directly help your organization:

- Consolidate multiple card programs
- Provide (Or Utilize) physical plastic, ghost, declining balance and virtual cards
- Reduce the cost, effort and time to procure and pay
- Streamline process and create efficiencies
- Generate working capital improvements
- Extend disbursement float and increase DPO
- Negotiate preferred trade terms with suppliers
- Eliminate Federal 1099 Reporting
- Reduce / redeploy Purchasing or A/P staff
- Increase visibility into company spend with enhanced reporting
- Improve controls and contract compliance
- Produce income through rebates (minimum spend required for eligibility)

Full Suite of Commercial Card Solutions	
Distributed Cards	<ul style="list-style-type: none"> – Physical plastic cards – Distributed to empowered employees – Possibly eliminate PO and 3-way match – Commonly used for “low” dollar purchases and T&E
Centralized Cards	<ul style="list-style-type: none"> – Physical plastic, ghost (no plastic) or vendor cards – Managed in a centralized environment (Ex: Purchasing Dept.) – Possibly eliminate PO and 3-way match – Commonly used for “low” and “high” dollar purchases
Virtual Cards	<ul style="list-style-type: none"> – Multi and single-use virtual accounts – Leverage existing A/P systems and workflows – Continue to use a PO, 3-way match process – Commonly used for invoiced A/P disbursements

TD Commercial Plus Card Online is furnished with robust reporting tools that will provide the City comprehensive transactional data and payment history details. This platform offers extensive history, including 24 month for standard and custom reporting as well as six months of statement history available to both Program Administrator(s) and cardholders.

TD Commercial Plus Card online houses 15 commonly used standard reports and over 200 specialized reports while the online platform provides flexibility with a powerful data mapping tool for ad hoc reporting.

Full Reconciliation

Full Reconciliation Services provides a detailed reconciliation statement including a listing of checks paid, checks outstanding, stops, cancelled checks, debits, credits and DDA settlement. A reconciliation statement can be prepared weekly, bi-weekly, or monthly to coincide with the City's bank statement. To allow for data capture in the Bank's reconciliation system, the City will need to have a check serial number MICR encoded on all checks.

Monthly, or on a predetermined schedule, a file of checks issued will be transmitted to the Bank. Check issue files must include check number, date of issue, amount, payee and account number. Once the Bank receives the issue files, the Bank will match the checks issued against the checks paid to produce an "outstanding check issue report." Before the service can begin, the Bank will need to establish a test transmission to ensure the file layout and transmission are ready to process at the time of the first reconciliation. Five business days after the last issue file is received, the City will receive the reconciliation statement and outstanding check issue report.

Digital Express

TD Bank's remote deposit service, TD Digital Express, will allow the City to make check deposits electronically without traveling to a store or relying on a courier for delivery of your deposit. Using a PC, you scan your checks, balance the items, and electronically submit your deposit to TD Bank for processing. As a result, you will be able to make deposits at your convenience without leaving your office.

Once your system is set up and you have totaled your deposit, load your checks into a scanner connected to a PC that automatically reads both sides of your checks. It will also balance the deposit and electronically submit it to TD Bank.

Features of TD Digital Express include:

- Saves the time required to drive to the bank for check deposits
- Eliminates the need for multiple banking partners
- Make deposits when you cannot make it to a TD Bank
- System retention of 45 days
- RDC images are available through TD eTreasury for up to seven-years.
- Export capability of standard reports in CSV and PDF formats
- Unlimited number of accounts per entity
- Virtual endorsement on checks
- Location indicators for deposits
- System availability 24 hours a day, 7 days a week.
- Same-day credit on deposits received up until 9:00 p.m. EST and next business day credit for those received after 9:00 p.m. EST
- Multiple scanners to choose from based on your volume

System Requirements:

- 32 or 64 bit version of Microsoft Windows 2000 Professional, Windows XP Service Pack 2, Windows 7 or Vista, Windows 8 and Windows 8.1 (32 or 64 bit)
- Pentium IV processor
- 256MB RAM
- 20GB free hard drive space
- USB port (2.0 for high speed)
- Net 2.0
- Connection to the internet (high speed preferred)
- Windows user accounts require Local Admin rights
- Not compatible with Microsoft SQL Server components present prior to installation

Scanners are provided by TD Bank for the convenience of the City's use. The following models are available:

- Panini XVision
- Canon CR180
- Kodak

TD eBill Solution

TD eBill would be able to provide the City the ability to offer both One-Time Pay and Recurring Payments (Enrollment) Consumer payment management modules. Consumers and businesses can make payments directly to you through a variety of channels including: the web which is branded with the City's information, phone (IVR), or through a web-based customer service interface that is ideal for a call center environment. The payment management modules and payment channels may be configured to meet any biller's presentment and payment needs.

Key Benefits

- Streamline operations – leverage a single, integrated platform that powers the entire bill payment operation to enable the City to streamline the complexities of bill presentment and payment processing
- Increase customer choice and convenience
- Reduce complexity – Offers the most integrated systems across notifications, bill presentment, and payments across all channels and payment types
- Improve customer service – Enables a single view into all customer records, bills and payments
- Simplify treasury operations – Provides a single view of all payments from all channels and concentrates all payments into a single daily deposit
- Minimize risk – Adheres to industry-leading security, full PCI compliance, and privacy including HIPAA compliance

TD Smart Safe

TD Bank has many options available to create operational efficiencies. For cash deposits, TD's Smart Safe with Advanced Credit availability provides the security of a traditional safe with the technology of communicating the daily deposit activity for credit on US cash accepted into the safe. Advanced Credit allows the City to minimize the frequency of armored car visits while continuing the daily credit process for funds secured in the safe.

The benefits of TD Smart Safe include:

- Reducing the need for daily armored service pickups
- Spend less time counting and preparing a deposit allowing more time to run your business
- Improves the personal safety and security associated with transporting deposits to the bank
- Eliminate the need for deposit adjustments caused by miscounted cash
- Limits the opportunity for internal theft

Pricing for additional services will be negotiated upon implementation of the City's banking services.

Get the most out of your working capital by reducing expenses and increasing income. Put **TD's Municipal Advantage Plus Account** to work for you.

Improve Cash Flow

- Same-day availability on cash and On-U's checks deposited.
- Next day availability for all other checks deposited.
- Unlike other banks, we will not delay your deposits by two, three, and more days.
- More to invest and fewer occurrences of uncollected balances.

Bank Fees

- Projected net monthly cost for services based on your current average balance of \$62,329,000 will be \$0. Should your collected balances be insufficient to offset the cost for services, a charge will be deducted from your account on the 15th of the month concluding the month of service.
- Decrease costs.
- Better predictability of cash flow.

Maximize Interest Income

- Based on your current average balance of *\$62,329,000, you have exceeded the balance required to offset fees. These excess balances do not sit idle.
- Based on the sample data you provided, your average excess balance will be \$29,027,012.
- Excess balances become Investable balances and earn interest as part of the tiered Advantage Account.
- Earn market based interest rates in two tiers:
 - The first tier, for the first Investable balances up to \$1,000,000 earn a managed rate, currently 0.30%
 - The second tier, those Investable balances over the first tier, earn a managed rate, currently 0.50%
- Annual Interest Earnings, based on current rate, estimated at \$140,788.56.

*Please note that the average calculated balance is based on the three months of analysis statements provided by the City of Gainesville.

SECTION VU - PRICE PROPOSAL- Banking Service Activity Price Proposal

Description	Current Average Monthly Volume	Per Item Charge	Other Basis Required (if other than Per Item)
DEMAND DEPOSIT SERVICES			
FDIC EXPENSE PER 1,000	250	No Charge	
FDIC EXPENSE PER 1,000 ACCOUNT MAINTENANCE - MONTHLY	60,000	No Charge	
CHECK RESEARCH/COPY	50	\$10.00	
CHECK RETURN STATEMENT	2	No Charge	
DEPOSITS CREDITED	2	\$2.00	
DEPOSIT CORRECTIONS	150	\$0.08	
ELECTRONIC CREDITS POSTED	40	No Charge	
ON US ITEMS	360	\$0.18	
ON US ITEMS PRE-ENCODED	200	\$0.04	
CLEARINGHOUSE ITEMS	3,100	\$0.04	
CLEARINGHOUSE ITEMS PRE- ENCODED	1,300	\$0.18	
LOCAL FED/IN STATE FED ITEMS	17,000	\$0.18	
OUT OF STATE ITEMS	19,000	\$0.04	
OUT OF STATE ITEMS PRE-ENCODED	600	\$0.04	
DEPOSIT ITEMS REJECTED	6,000	\$0.04	
ITEMS PAID	2,000	No Charge	
ELECTRONIC DEBITS POSTED	1,600	\$0.04	
	130	\$0.18	
ZERO BALANCE SERVICES			
ZBA MASTER ACCOUNT	2	\$34.00	
ZBA SUB ACCOUNT	4	\$21.00	
RETURNED CHECK SERVICES			
RETURNED ITEMS	170	\$10.00	
RETURN ITEMS-REPRESENTED	250	No Charge	
RETURN ITEMS-SPECIAL ADDRESS	420	\$1.00	
BRANCH/NIGHT DEPOSITORY SERVICES			
BRANCH CURR ORD/STRAP	5	No Charge	
BRANCH COIN ORDER/ROLL	100	No Charge	
CASH VAULT SERVICES			
CASH VLT MONTHLY MAINT 2-9 LOC	1	No Charge	
CASH VAULT DEPOSITS	250	\$0.08	
CASH VLT SPECIAL HANDLING FEE	1	No Charge	
VLT DEPOSIT ERROR	40	\$5.00	
VLT CURRENCY DEP FULL STRAP	60	\$0.12	
VLT CURRENCY DEP HALF STRAP	800	\$0.01	
VLT CURRENCY DEP LOOSE BILL	50,000	\$0.01	
VLT COIN DEPOSIT MIX BAG	85	\$2.00	

Description	Current Average Monthly Volume	Per Item Charge	Other Basis Required (if other than Per Item)
CONTROLLED DISBURSEMENT SERVICES			
CONTROL DISB'T/LIST POST MAINT	2	No Charge	
CONTROLLED PAYMENT SERVICES			
CONTROLLED PAYMENT MONTHLY MAINT	1	\$162.00	
CONTROL PAYMENT CHECKS PAID	1,400	\$0.14	
CONTROLLED PAYMENT MISMATCHES	30	No Charge	
CONTROL PAYMENT ISSUES-BANK CREATED	10	No Charge	
CPR AUTO D/T TO BANK/TRAN	15	No Charge	
CPR AUTO D/T TO BANK/RCRD	2,000	No Charge	
CPR RETURNED ITEM	3	No Charge	
ARP SERVICES			
PARTIAL RECON-BASE FEE	5	\$48.00	
PARTIAL RECON-ITEM CHARGE	1,700	\$0.07	
DEPOSIT RECON-BASE FEE	1	\$60.00	
DEPOSIT RECON-ITEM CHARGE	200	\$0.07	
CHECK STORAGE-BASE FEE	1	No Charge	
DISBURSEMENT IMAGE SERVICES			
CD-ROM PAID ITEMS CD	5	(1) \$49.00/ (4) \$7.00	See Footnote 1
CD ROM IMAGES PER ITEM	3,000	\$0.05	
ACH SERVICES			
ACH MONTHLY MAINTENANCE	3	\$39.00	
ACH FILE TRANSMISSIONS, SELF CONSUMER PPD DEBITS ORIGINATED	55	\$14.00	
CONSUMER PPD CREDITS ORIGINATED	11,000	\$0.04	
CORP CREDITS ORIG CCD, CCD+CTX	7,000	\$0.04	
WEB DEBITS ORIGINATED	200	\$0.04	
ACH DELETIONS -ITEM	12,000	\$0.04	
ACH REVERSALS -ITEM	20	\$10.00	
ACH MAILED REPORT	10	\$10.00	
ACH RETURN ITEM	2	No Charge	
ACH NOC ITEM	250	\$4.40	
	350	\$3.00	
ACH REVERSAL BATCH OR FILE	1	\$39.00	
ACH FRAUD CONTROL			
AFC FRAUD CONTRL MONTHLY MAINT	5	\$13.00	
AFC DEBIT FILTER-BLOCK SETUP	1	\$41.00	
WIRE TRSF MONTHLY MAINT/ACCT	8	No Charge	
ONLINE REPET WIRE OUT	10	\$10.00	
ONLINE NON-REP WIRE OUT	20	\$10.00	

Description	Current Average Monthly Volume	Per Item Charge	Other Basis Required (if other than Per Item)
WIRE TRANSFER SERVICES			
WIRE TRSF MONTHLY MAINT/ACCT	8	No Charge	
ONLINE REPET WIRE OUT	10	No Charge	
ONLINE NON-REP WIRE OUT	20	No Charge	
W/INTERNAL NON-REP ONLINE WIRE	1	\$10.00	
W/INCOMING	5	\$10.00	
INTERNAL WIRE TRANSFER	1	\$10.00	
ONLINE TREASURY SERVICE			
INITIAL ACCT SETUP FEE	50	No Charge	
INFO RPTG MAINTENANCE FEE	2	\$10.00	
PD SERVICE/PER MONTH	2	No Charge	
PD ACCT MAINT/PER ACCT	50	\$10.00	
PDDETAIL/PER ITEM	5,000	No Charge	
SD SERVICE/PER MONTH	1	No Charge	
SD ACCT MAINT/PER ACCT	1	No Charge	
SDDetail/PER ITEM	1,300	No Charge	
SPECIAL RPT SERVICE/PER MONTH	2	No Charge	
ACH-EDI REPORT/PER DAY	45	\$0.020	
CAR REPORT/PER DAY	25	No Charge	
CPR REPORT/PER DAY	25	No Charge	
STOP SERVICE/PER MONTH	2	No Charge	
STOP PAYMENT/PER STOP	5	\$22.00	
ACH SERVICE/PER MONTH	2	No Charge	
ACCT TRANSFER/PER TRANSFER	20	\$0.05	
WIRE SERVICE/PER MONTH	2	No Charge	
IMAGE ITEM RETRIEVAL/PER IMAGE	20	No Charge	
INVESTMENT SWEEP ACCOUNT SERVICES			
AUTOMATED INVEST SWEEP ACCT MONTHLY REPORT FEE	5	Non-Applicable	
CREDIT CARD PROCESSING SERVICES			
DISCOUNT RATE TO PROCESS C/C TRANSACTIONS		See Footnote 2	
COST OF C/C SUPPLIES & EQUIPMENT		See Footnote 2	
BANKING SOFTWARE SETUP CHARGES		See Footnote 2	
MONTHLY SOFTWARE USAGE FEE		See Footnote 2	
IMPLEMENTATION FEE		See Footnote 2	
TRANSACTION FEE		See Footnote 2	
LATE PAYMENT FEE		See Footnote 2	
ANNUAL MEMBERSHIP FEE		See Footnote 2	
CASH ADVANCE FEE		See Footnote 2	
OTHER TRANSACTION FEES (LIST SEPARATELY)		See Footnote 2	

Description	Current Average Monthly Volume	Per Item Charge	Other Basis Required (if other than Per Item)
CUSTODIAN SERVICES			
ACCOUNT MAINTENANCE - MONTHLY	5	\$0.0	See Footnote 3
DTC/Book/Wireable Transactions			
Purchases	2	\$0.0	See Footnote 3
Sales	2	\$0.0	See Footnote 3
Principal Paydowns	2	\$0.0	See Footnote 3
MONTHLY INTEREST PAYMENTS RECEIVED	1	\$0.0	See Footnote 3
SECURITY Safekeeping	12	\$0.0	See Footnote 3
ARMORED CAR SERVICES(IF AVAILABLE)			
PER LOCATION PICKUP FEE	65Pickups	At Cost	

Other Services

Transaction Records	<u>21,034</u>	<u>\$0.08</u>
Security Token	<u>2</u>	<u>\$7.00</u>
EDI Maintenance	<u>1</u>	<u>\$41.00</u>

1. TD Bank only charges \$49.00 for the first CD-ROM and \$7.00 for each additional CD-ROM
 2. Please refer to Appendix 3 for TD Bank's Card Processing Proposal offered to the City of Gainesville.
 3. Our Custodian Services Fees includes:
 - Monthly A/C Maintenance
 - Settlement of Purchases/Sales, as well as any Wire Transactions
 - All Income/Principal Postings
 - Security Safekeeping
- TD Bank would propose an all-inclusive 1 bps. (.0001) minimum annual fee of \$3,000.

Pricing for additional services will be negotiated upon implementation of the City of Gainesville's banking services.

Include a description of the experience, qualifications including any minimum qualifications, financial stability, recent references of the proposer's performance on contracts of similar scope and size required. A specific format may be required of the proposers. Experience may be included as the number of years, level of technical knowledge, educational degrees and certifications required. Financial stability may be determined by requesting the proposer's most recent financial statement, certified audit, balance sheet, or evidence of bonding capacity.

TD Bank, America's Most Convenient Bank®, is one of the 10 largest banks in the U.S., with approximately 26,000 employees and deep roots in the community dating back more than 150 years. We offer a broad array of retail, small business, and commercial banking products and services to more than 8.5 million customers through our extensive network of approximately 1,300 convenient locations throughout the Northeast, Mid-Atlantic, Metro D.C., the Carolinas, and Florida.

TD Bank has been providing Government Banking services for over 20 years. TD Bank understands public sector entities have unique needs and require a higher level of customer service. In addition, TD Bank recognizes that many of these entities have to comply with numerous statutes that dictate how they conduct their financial affairs. TD Bank has a local Government Banking team dedicated to ensuring those needs are met.

Today, TD Bank provides banking services to over 5,000 government clients from Maine to Florida and holds over \$15 billion in public deposits. Our Government Banking team is well-versed in public finance and how to structure accounts and treasury management solutions that provide safe and cost effective solutions for our public sector customers. Our local Government Banking team is well-versed on Florida Statutes and how they affect municipalities. Careful attention is paid to the details that matter, safety and liquidity. Our Government Bankers will provide on-going support to the City's staff members as well as periodic relationship reviews to ensure that you have the appropriate products and services and to keep you abreast of new technologies and innovations in treasury management and other new services offered by the bank.

TD Bank's most recent credit ratings are as follows:

TD Bank, N.A.			
	DBRS	Moody's	S&P
Long Term Deposits	AA (low)	Aa1	AA-
Long Term Debt	AA (low)	A1	AA-
Subordinated Debt	A (high)	-	A
Short Term Debt (Deposits)	R-1 (mid)	P-1	A-1+
Outlook	Negative	Stable	Stable

The City may also refer to the CD-ROM included in the original proposal copy for TD Bank's 2013-2015 Annual Reports, our Ernst and Young Letter of Assertion, and our 2016 Third-Quarter Report.

Statement of Qualifications

1. Proposal tables of contents shall outline the major areas of the proposal in sequential order. All pages of the proposals, including the enclosures, must be clearly and consecutively numbered and correspond to the proposals' table of contents.

TD Bank acknowledges and complies with the proposal format outlined above in consideration of this request for proposal.

2. Proposers must provide documentation which demonstrates their ability to satisfy all minimum qualifications specified in the RFP Scope of Services, and sample reports, if appropriate;

TD Bank acknowledges and complies with the requirements outlined above in consideration of this request for proposal.

Please refer to the Technical Proposal Response section for more information regarding TD Bank's qualifications and ability to the reply the services requested by the City of Gainesville.

In addition, please refer to the CD-ROM included in the original proposal copy for TD Bank's 2013-2015 Annual Reports, our Ernst and Young Letter of Assertion, and our 2016 Third-Quarter Report.

3. A list of contact personnel within the proposer's organization who are qualified to provide information and assistance on a daily basis in the specific activity areas reflected in the Scope of Services, and a guarantee that one of those personnel will be reachable by designated City personnel on any banking business day. In addition, the proposal must provide a summary of qualifications for each of the proposers' designated personnel, indicating the position/title, length of service in banking related work, physical location of the office, and a brief summary of educational and professional experience.

TD Bank acknowledges and complies with the administrative requirements outlined above in consideration of this request for proposal.

Please refer to the Technical Proposal Response section for information regarding the Relationship Management team to be assigned to the City of Gainesville.

4. Audited financial statements for the prior three years, any internal control reports, and all reports issued pursuant to SAS 70, issued by the Auditing Standards Board, American Institute of Certified Public Accountants.

TD Bank acknowledges and complies with the document requirements outlined above in consideration of this request for proposal.

Please refer to the CD-ROM included in the original proposal copy for TD Bank's 2013-2015 Annual Reports, our Ernst and Young Letter of Assertion, and our 2016 Third-Quarter Report.

5. Names and addresses of business customers of similar size and complexity as the City, with similar organizational requirements for each component service. Each reference shall include a contact person, a current telephone number, and email address

TD Bank acknowledges and complies with the professional reference requirements outlined above in consideration of this request for proposal.

Please refer to the Technical Proposal Response section for information regarding the professional references requested by the City of Gainesville.

6. A price for each activity listed in the Scope of Services and in Section VII - Price Proposal-Banking Services Activity Price Proposal.

TD Bank acknowledges and complies with the pricing requirements outlined above in consideration of this request for proposal.

Please refer to the Pricing Proposal section for a full listing of all line item fees.

7. To receive consideration, the proposer shall thoroughly document the bank's ability to meet the minimum requirements listed in Section II-SCOPE OF SERVICES, B. Minimum Requirements

TD Bank acknowledges and complies with the requirements outlined above in consideration of this request for proposal.

TD Bank Treasury Management Services creates value for our customers by listening to needs, recommending solutions, delivering legendary service and offering a highly functional product set. Our product management and development organization is solutions oriented leveraging the latest technology, strategic partnerships, competitive intelligence and data analytics to continually bring fresh products to market. It is our goal to structure a custom tailored suite of solutions for each customer, helping them achieve operational and cost efficiencies, streamline processes, receive timely information and maximize working capital opportunities. In aggregate these solutions are designed to support the product continuum across all industry lines including the Not-for-Profit, Small Business, Middle Market, Large Corporate and Government segments.

TD Treasury Management Services – Full Suite of Solutions

The full suite of payment solutions are categorized into four functional product groups as outlined below:

- **TD A/R Management Direct – Accounts Receivable Solutions**
- **TD A/P Management Direct – Accounts Payable Solutions**
- **TD Treasury Management Direct – Information Reporting Solutions**
- **TD Liquidity Management Direct – Working Capital Solutions**

TD A/R Management Direct

Solutions to Streamline & Accelerate Revenue & Receivables

- TD Lockbox – Retail
- TD Lockbox – Wholesale
- TD Lockbox – Remote
- TD Healthcare Remittance Management
- TD Digital Express
- TD Deposit Reconciliation
- TD ACH Services
- TD Currency Services
- TD Merchant Services

TD Liquidity Management Direct

Solutions to Maximize Working Capital

- TD Money Market Sweep
- TD Line of Credit Sweep
- TD Investment Sweep
- TD Euro Sweep
- TD Repo Sweep
- TD Zero Balance Account



TD A/P Management Direct

Solutions to Enhance Control & Efficiencies of Payments

- TD Account Reconciliation - Full
- TD Account Reconciliation - Partial
- TD Controlled Disbursement
- TD ACH Services
- TD Commercial Plus Card
- TD Postive Pay
- TD Wire Transfer

TD Treasury Management Direct

Solutions to Leverage Information, Maintain Control & Minimize Risk

- TD eTreasury
- TD ACH Fraud Control
- TD Escrow Direct
- TD Check Imaging

TD A/R Management Direct – Accounts Receivables Solutions

TD Digital Express

As a business customer, Digital Express allows you to make check deposits electronically without traveling to a Store or relying on a courier for delivery of your deposit. Using a PC, you scan your checks, balance the items, and electronically submit your deposit to TD Bank for processing. As a result, you will be able to make deposits without leaving your home or office.

Once your system is set up and you have totaled your deposit, you will load your checks into a scanner connected to your PC that automatically reads both sides of the check. It will also balance the deposit and electronically submit it to TD Bank.

Key Benefits/Features:

- Saves the time and effort required to drive to the bank for check deposit purposes
- Eliminates the need for multiple banking partners
- Provides a deposit opportunity during contingency operations related to weather, transportation, or work disruptions

Best Suited For:

- Customers with distributed locations
- Customers with check only deposits
- Customers without convenient access to their branch
- Customers who handle their finances during nontraditional banking hours

TD ACH Debit Block

TD Bank's ACH Debit Block system provides added security against electronic fraud. The system enables you to authorize specific ACH payments to debit / credit your accounts. Any unauthorized ACH transactions received will be returned to the originator.

To establish the service, you will need to complete an Electronic Payment Authorization (EPA) – ACH Debit Filter Profile that identifies your checking account number(s) and the filter criteria for the debits you want the bank to honor. Upon receipt of an executed request to place a filter or block on an account, the bank will implement system settings to reflect your instructions. The system settings are applied to the best of our ability. This service is not a guarantee, but is offered under the same commercial standards that we apply to all bank services.

Benefits for TD ACH Debit Block include:

- Protects against unauthorized, fraudulent or erroneous ACH debit activity
- Allows posting of only the ACH transactions that meet your specified criteria
- Maintain control over accounts
- Rejected transactions are never charged to your account
- Allows debit authorization of a specific item upon review

TD Deposit Reconciliation

TD Deposit Reconciliation will assist you with the reconciliation of deposits from multiple locations by concentrating your funds into one account. Detailed reports by location, date, and deposit amount, along with a consolidated summary, will be provided to you. Your reconciliation reports will be delivered monthly by mail.

To allow for data capture in our TD Deposit Reconciliation system, you will need to have your deposit tickets MICR-encoded with a location number identifier. Each depositor uses the same checking account but processes deposits using their specially-encoded location identifier.

Benefits of TD Deposit Reconciliation include:

- All locations deposit into one concentration account
- One account to reconcile
- Profitability by location or unit is easier to identify
- Easier tracking and control of deposits
- You receive a monthly report detailing date, amount, and total deposit for each location
- You have the option of paying for services by maintaining compensating balances or by direct charge through analysis account

TD Currency Processing Services

Protect your employees and your deposits by subscribing to TD Bank's Currency Processing Services. Through our partnership with highly experienced Armored Carrier Money Center vendors, your deposits can safely and efficiently reach your bank account:

- Established fleet of bonded drivers through Garda Global
- Flexible scheduling may be possible to meet the needs of your business
- Next day delivery of currency/coin orders submitted by 11 a.m. EST
- Video surveillance systems monitor all processing
- High speed currency and coin counting equipment for optimum efficiency
- Bonded employees
- Direct link to TD Bank for same day posting of cash deposits
- Automated touch tone phone system for change order requests
- Customized reporting for deposit reconciliation

Benefits for TD Currency Processing Services include:

- Fewer trips to the Bank
- Potentially fewer outlying bank relationships
- Reduced risk to employees
- Same day posting of cash deposits
- Greater reliability, safety and security

TD A/P Management Direct – Accounts Payables Solutions

TD Partial Reconciliation

Partial Reconciliation Services will provide you with a listing of paid checks in serial number sequence and a DDA settlement. The listing can be prepared weekly, biweekly, or monthly to coincide with your bank statement. Paid check data can be sent to you via transmission for you to upload into your accounts payable system or treasury workstation.

To allow for data capture in the bank's reconciliation system, you will need to have your check serial number MICR encoded on all checks. If you wish to receive a data transmission of paid check information, we'll provide you with our standard file layout, which includes check serial number, check amount, and check paid date for your review.

Before your service can begin, we will need to establish a test transmission to ensure the file layout and transmission is ready to process at the time of your first reconciliation

Five business days after month end or statement cycle, you will receive a reconciliation statement, balance sheet, and checking account statement. The reconciliation statement lists deposits, credits, debits, and checks paid by date. The balance sheet totals checks paid for the month and identifies encoding errors and prior month adjustments.

Benefits of TD Partial Reconciliation include:

- Special detailed daily reports are available upon request
- Significant time savings
- Processing schedules to meet your needs (i.e. daily, weekly, bimonthly, or monthly)
- Electronic delivery of checks paid information, which can be used to match against your checks issued data
- Simplifies internal reconciliation
- Provides the option of paying for services by maintaining compensating balances or by direct charge through account analysis

TD Positive Pay

TD Bank's Positive Pay service is an excellent way to maintain tight control of check issuance and payments. Used in conjunction with our Full Reconciliation product, Positive Pay compliments the internal security measures you employ to ensure that only authorized checks are paid.

For items received through our in-clearing, you will receive notification via the Positive Pay Module of TD eTreasury® for a "pay" or "no pay" decision. Points of verification are OCR line verification and ICR, (Intelligent Character Recognition). We also provide the means to add Paid Not Issued Items through our Positive Pay module. This will alleviate the need to re-send files to the Bank to ensure a complete reconciliation. The operation is a simple-point and click decision. Images of suspect items are provided on-line for reference and verification and TD Bank should be advised of the "pay" or "no pay" decision by 2:00 p.m. EST.

Additionally, we “push” our Positive Pay information directly to our teller platforms. If an item is presented at a teller window that was not on the issue file, or there is a variation of information (i.e., dollar amount), notification will be sent to the specified contact at your organization for a pay or no pay decision. The teller line will be updated five times a day at: 9:00 a.m., 11:00 a.m., 1:00 p.m., 3:00 p.m., and 4:30 p.m. EST.

TD Bank also offers Positive Pay with Payee Name Verification. Payee verification is a process that requires your organization to send in payee information on their positive pay issue file. TD Bank will then process the payee information and store it on our Account Reconciliation platform. When checks come in for payment, TD Bank uses optical recognition software to read the payee name from the cleared check. This read payee name is then compared to the name originally supply on the positive pay issue file. If the name is a match, no further processing is needed.

If the payee name is not a match, then the item will be sent to your organization for approval to pay the item or return it.

Benefits of TD Positive Pay are:

- Provides protection against certain types of check fraud
- Payee verification
- Fraud detection at encashment at the branch
- Enables viewing of the image of the check through commercial online banking prior to making a decision
- Provides the option of paying for services by maintaining compensating balances or by direct charge through account analysis

TD Controlled Disbursement

Controlled Disbursement will provide you with information necessary to enable you to fund your disbursement checking account with exactly the amount of funds needed to cover the day's check presentments.

To allow for Controlled Disbursement reporting you will need to have a unique ABA number MICR-encoded on all checks. You will be notified daily of the total dollar amount of checks to be charged against your disbursement account. Funding of the disbursement account is performed by the bank. The bank will transfer funds from your master funding account to the controlled disbursement account by 4:00 p.m. EST each day. If funds are not available, the bank will overdraw the master funding account so that items posted against the Controlled Disbursement Account are covered.

Benefits of the TD Controlled Disbursement account are:

- Two daily presentments
- Checks are drawn on a unique ABA number
- Calculated cash position is more accurate allowing for better use of idle cash balances
- Controlled Disbursement reporting is available via commercial online banking
- Eliminates guesswork and clerical time required in funding disbursement accounts

TD Check Imaging

With TD Check imaging, checks and statements stored on an optical disc, allowing you to consolidate check images from multiple accounts for a given cycle onto a CD-ROM. You will be accessing images of your checks through a Windows-based application. Its flexible search criteria allows for fast, easy retrieval of desired checks or statements. By using a CD-ROM as the retrieval and storage vehicle, you will find that you no longer need to receive your cancelled checks back. Once the service has been established, we will mail you the check-viewing software and installation instructions. You will be provided with technical support should you encounter any problems.

Benefits of the TD Check Imaging product are:

- Printing of check images eliminates the need for requesting copies of checks from the bank
- Provides the ability to access multiple check images at one time
- Stores multiple accounts on one CD
- Reduces the amount of cancelled check storage needed
- CD-ROM coincides with your bank statement cycle or you can receive just checks with a weekly CD-ROM
- Flexible search criteria reduces the manual effort associated with locating checks and statements

TD ACH Origination

ACH Services allow you to create and process the exchange of money electronically on predetermined dates through the Automated Clearing House (ACH) system. Unlike writing a check, ACH Services allow you to process both electronic deposits and withdrawals from your customers' or employees' accounts. You have the option of either creating your ACH Services file or you can use commercial online banking to create your transactions.

You will need to establish a commercial checking account for this service and submit an ACH Services application to the bank for approval. Once the application has been reviewed and we have established an exposure limit, we will contact you to begin the process of creating your ACH file. Before your service can begin, we will need to process a test ACH file to ensure that your transmission of data can be accepted and processed to meet your schedule of payments.

Benefits of TD ACH Origination include:

- Uses of ACH include Payroll Direct Deposit, Corporate or Tax Payments, Concentration of Funds
- Reduce costs and inefficiencies of producing checks
- Offers a more secure alternative to check payments
- Simplifies payroll reconciliements

TD Treasury Management Direct – Information Reporting Solutions

TD eTreasury®

TD eTreasury® is TD Bank's premier Internet-based information reporting and transaction initiation service. The highly functional and easy to use secure website offers immediate access to account information and provides the ability to conveniently initiate transactions. TD eTreasury may be accessed from any location with Internet access. Some of the systems beneficial features include:

- Current and Prior-day Balance and Transaction Reporting
- Online images of paid checks, deposit items, deposit tickets and return items
- Standard 365-day history
- Extended 7-years of images available
- Customizable Dashboard
- Convenient eLearning Tool for all online modules
- Custom Alerts and Favorite Reports
- Real Time Book and Loan Transfers between accounts
- Real Time Stop Payments
- Recurring Payments
- ACH Origination
- Domestic and International Wire Initiation
- Positive Pay Reporting and exception management with Payee Verification
- Standard and Custom Bank Reports
- ACH Return, NOC and EDI Reporting
- Cash Position Worksheet
- Advanced export capability
- Multi-bank balance and transaction reporting available (data exchange)

TD ACH Fraud Control

ACH Fraud Control can provide you with the effective tools to control the ACH transactions that post to your accounts.

TD Bank's most comprehensive solution, ACH Positive Pay, lets you create filters to specify allowable ACH transactions using TD eTreasury, TD Bank's corporate online banking solution. ACH items received that do not match your filter criteria are presented via TD eTreasury, allowing you to accept or return the items. ACH Positive Pay also gives you the ability to update existing filters online to minimize future exceptions. With ACH Block and Filter service, you will give the bank instructions to restrict all ACH activity on accounts, or specify the transactions that should be paid automatically. Upon receipt of your instructions, TD Bank will begin monitoring accounts and returning ACH items that do not meet the predefined criteria. You won't need to do anything further once the criteria for blocks or filters have been defined – items will be paid or returned automatically by the bank based on your instructions.

The benefits and features of this solution are provided below:

- Strengthens control over your accounts.
- Protects against unauthorized, fraudulent or erroneous ACH activity.
- Allows posting of only the ACH transactions that meet the specified criteria.
- ACH Positive Pay service gives you the added flexibility to set-up and manage
- ACH Filters online. Filter criteria modifications can be setup under dual-control at your request.
- Alerts are available within TD eTreasury to notify you when items are pending review.

TD Liquidity Management Direct – Working Capital Solutions

TD Zero Balance Account

Zero Balance Accounts (ZBAs) allow you to consolidate the net balances of multiple sub-checking accounts into one master checking account. The activity in each Zero Balance Account remains segregated, allowing you to keep separate accounting records and statements for each fund. Zero Balance Accounts can be used to segregate disbursements from deposits, or a combination of both.

Benefits of TD Zero Balance Accounts are:

- There is no limit to the number of sub-accounts that can be maintained in a zero balance arrangement
- New sub-accounts can be added at any time
- You can establish a minimum balance in a sub-account
- Easy to monitor a net cash position, facilitating investments and funding decisions
- All deposits and/or checks are processed in the sub-account and summarized separately
- Based on net balances, the sub-account will automatically pull funds from the parent account to cover a net deficiency or transfer excess balances to the parent account
- Account reconciliation is simplified by having one operating account, while maintaining individual deposit and disbursement accounts
- Zero Balance Accounts reduce the amount of cash required to cover daily disbursements or to pool funds when they are used in a depository account

With our Bank at Work program, your employees will enjoy the very best of our products and Legendary Customer Service without ever having to leave the office. We'll come to your place of business and provide your employees individualized service, answer questions, open new accounts and enroll them in Direct Deposit...at no additional cost to you!

Benefits of the Program

For your Company:

- We'll make Direct Deposit easy to take advantage of – increasing participation and saving on payroll costs. The more Direct Deposit employees you have, the fewer checks you have to process.
- You'll provide convenience to your employees – saving them time and effort during the workday...a convenience they'll thank you for.
- You'll be offering a new benefit to your employees – individualized attention and assistance with all of their banking needs.

For your Employees:

- Cash bonuses for opening a new checking account!
- Flexible and convenient lending solutions with rate discounts, credit card rewards and more!
- Convenience and reliability of Direct Deposit with faster access to their funds – no more waiting in line at the bank to deposit their paychecks!
- Free online and mobile banking services give them more convenience and control to check balance information, transfer funds, pay bills and more!

PLUS:

- **Open 7 Days** - With Extended Hours throughout the year
- **FREE** TD Bank Debit Card that can be used everywhere Visa debit is accepted
- **FREE** ATM Access at thousands of TD ATMs in the U.S. and Canada
- **FREE** 24-Hour Bank-by-Phone at 1-800-YES-2000
- **FREE** Notary Service

TD Bank is experiencing unprecedented growth as a direct result of our unsurpassed service and convenience model. We offer superior service that our employees and customers know as **WOW!** Service. We will provide the City with an Implementation and Customer Service team dedicated to ensure a smooth transition and complete satisfaction.

Treasury Management Implementation

- Dedicated Implementation Specialist manages multi-step conversion from beginning to end.
- Comprehensive implementation plan and documentation package tailored to your specific service requirements.
- Implementation process measured against rigorous criteria, referred to as TD WOW! Standards.
- Implementation Group maintains direct access to Sales, Customer Service, Product Management, Operations and Senior Management for driving project to completion.

Treasury Management Services Support

- Physical location of service staff, in the center of Treasury Management Operations, assures timely resolution of inquiries.
- Customer Service maintains direct access to Implementation, Sales, Product Management, Operations and Senior Management.
- Convenient hours Monday through Friday 7:30 a.m. to 8:00 p.m., Saturday 7:30 a.m. to 6:00 p.m., and Sunday 11:00 a.m. to 4:00 p.m. EST.
- Average experience of Customer Service Specialist Team over 15 years.

General Customer Service

- Stores open seven days a week.
- Telephone access to a live person 24 hours a day, 7 days a week.
- Access to Senior Management for issue resolution.

About Us

TD Bank¹, America's Most Convenient Bank, is one of the 10 largest banks in the U.S.², with over 25,000 Employees and deep roots in the community dating back more than 150 years. TD Bank offers a broad array of retail, small business and commercial banking products and services to more than 8.5 million Customers through our extensive network of more than 1,200 retail Stores throughout the Northeast, Mid-Atlantic, Metro D.C., the Carolinas and Florida. In addition to banking products, TD Bank and its subsidiaries provide clients with customized private banking and wealth management services through TD Wealth® and vehicle financing and dealer commercial services through TD Auto Finance.

TD Bank is a member of TD Bank Group and a subsidiary of The Toronto-Dominion Bank of Toronto, Canada, a top 10 financial services company in North America³. The Toronto-Dominion Bank trades on the New York and Toronto stock exchanges under the ticker symbol "TD".

For more information, visit tdbank.com. Find TD Bank on Facebook at facebook.com/TDBank and on Twitter at twitter.com/TDBank_US.

Our Business Model

We're committed to building human experiences through real advice and connection. We're dedicated to our communities. To diversity. To our environment. And we focus on always being more Customer centric, more human, more convenient, and with more unexpected extras, than any other bank.

- Legendary Service
- Longer Hours
- Live Customer Service 24/7
- Online and Mobile Banking
- Free Pens, Lollipops and Dog Biscuits

Key Statistics

TD Bank ¹	(As of 07/31/2016)
Total Assets	\$280 billion
Total Deposits	\$225 billion
Total Loans	\$138 billion
Commercial	\$76 billion
Personal	\$62 billion
Retail Stores	~1,200
ATMs ⁴	2,158
Customers	~8.9 million
Employees	~26,000
2016 Charitable Contributions ⁵	\$8.9 million

Credit Ratings⁶

	Moody's	S&P	DBRS
The Toronto-Dominion Bank	Aa1	AA-	AA
TD Bank, N.A.	Aa1 (Long Term Deposits) A1 (Long Term Debt)	AA-	AA (low)

For further details on financial information and credit ratings for The Toronto-Dominion Bank and TD Bank, N.A., please visit our Investor Relations website: td.com/investor

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¹ TD Bank refers to the U.S. retail business segment of TD Bank Group. Amounts are in U.S. dollars unless otherwise noted. Total Deposits and Total Loans reported are averages for the third quarter ended July 31, 2016. Total Loans include personal and business loans, but do not include debt securities classified as loans. Total Deposits include personal and business deposits as well as the insured deposit account agreement with TD Ameritrade.

² Based on total deposits as of March 31, 2016. Source: SNL Financial, Largest Banks and Thrifts in the U.S. by total deposits.

³ Based on assets as of April 30, 2016 (for Canadian peers) and March 31, 2016 (for U.S. peers).

⁴ Total ATMs include Live, Mobile and TD Branded ATMs.

⁵ Contributions provided through TD Charitable Foundation, the charitable giving arm of TD Bank, N.A., as reported from November 1, 2015 through July 31, 2016.

⁶ Ratings on long-term debt (deposits) of The Toronto-Dominion Bank and TD Bank, N.A., as of July 31, 2016. Credit ratings are not recommendations to purchase, sell, or hold a financial obligation inasmuch as they do not comment on market price or suitability for a particular investor. Ratings are subject to revision or withdrawal at any time by the rating organization.

⁷ TD Bank received the highest numerical score among retail banks in Florida in the J.D. Power 2016 Retail Banking Satisfaction Study, based on 76,233 responses from 10 banks, measuring opinions of consumers with their primary banking provider, surveyed April 2015-February 2016. Your experiences may vary. Visit jdpower.com

U.S. Retail Banking Lines of Business:

- Retail Banking
- Commercial Banking
- Wealth Management
- TD Auto Finance

Operates retail Stores in 15 states and the District of Columbia:

Connecticut	New Jersey
Delaware	New York
D.C.	North Carolina
Florida	Pennsylvania
Maine	Rhode Island
Maryland	South Carolina
Massachusetts	Vermont
New Hampshire	Virginia

Environmental Stewardship:



- Opened the nation's first net-zero energy bank location that produces more electricity on site than it consumes
- First large North American bank to be carbon neutral
- Purchases renewable energy credits for 100% of the electricity consumed by our Stores, ATMs and operations

Awards and Recognition:



"Highest in Customer Satisfaction with Retail Banking in the Florida Region"



Global Finance Names The World's 50 Safest Commercial Banks 2015

NEW YORK, Sept. 9, 2015 — *Global Finance* has named the World's 50 Safest Commercial Banks in an exclusive survey to be published in the November 2015 issue.

The top spots in this year's list are dominated by Canadian and Singaporean banks. TD Bank Group once again tops the ranking of the 50 Safest Commercial Banks. Three of Singapore's leading banks take the next three spots: DBS comes in second on the ranking, followed by Oversea-Chinese Banking Corporation and United Overseas Bank. Finally, Royal Bank of Canada takes over from Rabobank in fifth place. The Dutch bank has dropped to 14th on this year's list.

New additions to this year's list comprise Switzerland's Banque Pictet & Cie, at 13th, and Kiwibank of New Zealand, in 20th place, LGT Bank of Liechtenstein (29th) and EFG Bank of Switzerland (38th).

The biggest jump up the list this year was made by Norway's DNB—rising from 48th last year to come in 23rd in 2015.

In addition to the World's 50 Safest Commercial Banks, the full report also includes the following rankings: World's 50 Safest Banks, Safest Banks by Country, 50 Safest Banks in Emerging Markets, Safest Islamic Financial Institutions in the GCC, Safest Banks by Region (Asia, Australasia, Central & Eastern Europe, Latin America, Middle East/Africa, North America and Western Europe) and Safest Emerging Markets Banks by Region (Asia and Sub-Saharan Africa).

Banks were selected through an evaluation of long-term foreign currency ratings—from Moody's, Standard & Poor's and Fitch—and total assets of the 500 largest banks worldwide. For commercial banks to qualify for this ranking, they must not be majority owned by government or regional authorities.

"The institutions that make this list are not backed by government guarantees, but nonetheless are among the strongest and most secure banks in the world, providing safety and security to corporates and investors," says Joseph Giarraputo, publisher and editorial director of *Global Finance*.

For editorial information please contact: Andrea Fiano, editor, email: afiano@gfmag.com

A video detailing the methodology behind the selections can be found at:
<http://tinyurl.com/nbndlg6>



About Global Finance

Global Finance, founded in 1987, has a circulation of 50,050 and readers in 180 countries. *Global Finance's* audience includes senior corporate and financial officers responsible for making investment and strategic decisions at multinational companies and financial institutions. *Global Finance* also targets the 8,000 international portfolio investors responsible for more than 80% of all global assets under professional management. Its website — GFMag.com — offers analysis and articles that are the heritage of 28 years of experience in international financial markets. *Global Finance* is headquartered in New York, with offices around the world. *Global Finance* regularly selects the top performers among banks and other providers of financial services. These awards have become a trusted standard of excellence for the global financial community.

To obtain rights to use the *Global Finance* World's Safest Banks 2015 logo, please contact Chris Giarraputo at: chris@gfmag.com

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Global Finance Names The World's 50 Safest Commercial Banks 2015

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RANK	BANK NAME	COUNTRY
1	TD Bank Group	Canada
2	DBS Bank	Singapore
3	Oversea-Chinese Banking Corp	Singapore
4	United Overseas Bank	Singapore
5	Royal Bank of Canada	Canada
6	National Australia Bank	Australia
7	Commonwealth Bank of Australia	Australia
8	ANZ Group	Australia
9	Westpac	Australia
10	DZ Bank	Germany
11	Svenska Handelsbanken	Sweden
12	Deutsche Apotheker- und Ärztebank	Germany
13	Banque Pictet & Cie*	Switzerland
14	Rabobank	Netherlands
15	Nordea	Sweden
16	Bank of Nova Scotia	Canada
17	Hang Seng Bank	Hong Kong
18	AgriBank	United States
19	Caisse centrale Desjardins	Canada
20	Kiwibank*	New Zealand
21	Bank of Montreal	Canada
22	CIBC	Canada
23	DNB**	Norway
24	HSBC France	France
25	Pohjola Bank	Finland

AWARDS CEREMONY

Winners will be honored at an awards ceremony held during the IMF/World Bank Annual Meetings on the morning of Saturday, Oct. 10 in Lima, Peru. For more information on the awards and/or ceremony please contact: Susan Berger, email: sberger@gfmag.com

Global Finance Names The World's 50 Safest Commercial Banks 2015

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RANK	BANK NAME	COUNTRY
26	Qatar National Bank	Qatar
27	CoBank	United States
28	National Bank of Kuwait	Kuwait
29	LGT Bank*	Liechtenstein
30	AgFirst	United States
31	Banque Fédérative du Crédit Mutuel	France
32	U.S. Bancorp	United States
33	BNY Mellon	United States
34	SEB	Sweden
35	Swedbank	Sweden
36	Samba Financial Group	Saudi Arabia
37	Banco de Chile	Chile
38	EFG Bank*	Switzerland
39	HSBC	United Kingdom
40	BNP Paribas	France
41	Wells Fargo	United States
42	Standard Chartered	United Kingdom
43	State Street	United States
44	National Bank of Canada	Canada
45	Northern Trust	United States
46	Al Rajhi Bank	Saudi Arabia
47	Riyad Bank	Saudi Arabia
48	Suncorp Metway	Australia
49	Banco Santander Chile	Chile
50	Bank of Tokyo-Mitsubishi UFJ	Japan

* New entry to the ranking

** Greatest gain over position on the 2014 list

For editorial information please contact: Andrea Fiano, editor, email: afiano@gfmag.com

TD Bank is pleased to introduce the City's dedicated Relationship Management team:

Government Banking

David Lepri
Vice President, Government Banking Relationship Manager
Government Banking
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Treasury Management Support Services

Dial 1-866-475-7262 or email TMSS@td.com

For Questions Related to:

- TD eTreasury
- Account Analysis
- Treasury Management Services

Implementation Management Team

- Expedites Implementation of New Treasury Management Services
- Obtain Details for Set-Up from Your Designated Contact
- Communicates Status of Implementation

Additional Technical Proposal Requirements

Additional Technical Proposal Requirements

TD Bank has provided answers to the following requirements included in the City of Gainesville's Request for Proposal Banking Services but were not addressed in the Exhibit F-Banking Services Questionnaire that comprises the Technical Proposal Response section of our proposal.

A. CUSTODIAN AND INVESTMENT SERVICES

Custodian/Safekeeper Services. The City shall employ the successful proposer as the Custodian or Safekeeper of certain assets of the City. The City maintains separate and distinct Trust accounts for investment as well as debt reserve purposes. The Custodian/Safekeeper shall receive securities in the name of the City and shall hold these securities in a separate, distinct Trust account. In no case shall securities owned by the City be commingled with securities owned by any other entity. All property delivered to the Custodian/Safekeeper, its agents or its sub-custodians shall be held and dealt with as hereinafter provided.

The Custodian/Safekeeper shall not be responsible for any property held or received by the Depositor and not delivered to the Custodian/Safekeeper, its agents or its sub-custodians.

The City shall from time to time transfer or cause to be transferred to the Custodian/Safekeeper for deposit, securities and monies owned by City at any time during the period of the Agreement. The Custodian/Safekeeper shall keep all stocks, money, certificates, bonds, and other property and securities delivered through the Federal Reserve book-entry system, a clearing agency which acts as a securities depository or another book-entry system for the central handling of securities collectively referred to herein as "Securities System" to the Custodian/Safekeeper, its agents or sub-custodians, and shall hold, invest, disburse, or otherwise dispose of the same or any part thereof upon receipt of proper instructions of the depositor as hereinafter provided. Safekeeping receipts will be issued to the City.

The City shall make all trade decisions with respect to their investments independently, and shall execute trades through the brokers or dealers of their choice. The Custodian/Safekeeper will be notified of investment transactions by website notice, email or facsimile trade tickets. Trades will be settled in accordance with Delivery Versus Payment (DVP) industry standards and instructions as specified by authorized City personnel in conjunction with executing brokers. Trade settlement confirmations will be made to the City via email on the date on settlement. The Custodian/Safekeeper will notify the Bank and appropriate City personnel of all trade discrepancies, in a timely manner, so that the Bank can settle the discrepancies before 4 p.m.

Purchases of Securities. Upon receipt of proper instructions and insofar as funds are available for this purpose, the Custodian/Safekeeper shall pay for and receive all portfolio securities purchased for the Trust account, such payments being made to the bank, securities dealer or broker representing the seller only upon receipt by the Custodian/Safekeeper or its agent of the securities and forms for transfer satisfactory to the Custodian/Safekeeper.

Sales of Securities. Upon receipt of proper instructions the Custodian/Safekeeper shall make delivery of portfolio securities sold for the account of the Trust, such delivery to be made only upon payment therefor in lawful money of the United States paid to the Custodian/Safekeeper or its agent. The Custodian/Safekeeper shall arrange such stock or bond transfer as is necessary prior to sale in order to make delivery to the buyer. If, for any reason, sale of securities is not to transpire, then appropriate City personnel will contact the Custodian/Safekeeper promptly and Custodian/Safekeeper will retain securities until further instructions are received from authorized City personnel.

Additional Technical Proposal Requirements

Exchange of Securities. Upon receipt of the proper instructions, the Custodian/Safekeeper shall exchange portfolio securities held by them for the account of the Trustees for securities in connection with any reorganization, merger, consolidation, stock split, change in par value, conversion or

Otherwise. The Custodian/Safekeeper shall deposit any such securities as are required in accordance with the terms of any reorganization of a protective plan. Without further instructions, the Custodian/Safekeeper is authorized to exchange securities in temporary form for securities in definitive form, to effect an exchange of shares when a par value of stock has changed, and upon receiving payment in clearing house funds therefor, to surrender bonds or other securities at maturity or when advised of earlier call for redemption. The Custodian/Safekeeper accepts responsibility for being aware of any such calls and for taking such appropriate action as is required and authorized under the terms of this Agreement. Maturing investments will be presented to the issuer at maturity and principal and interest due will be deposited to the appropriate City account the day of the maturity. Confirmation of the maturity shall be made to the City by email no later than 3 p.m. of the day of the maturity.

Collections. The Custodian/Safekeeper shall collect, receive and deposit for the Trust accounts all income and other payments with respect to the securities deposited with the Custodian/Safekeeper and shall execute ownership and other certificates and affidavits for all federal, state or local tax purposes and for the collection of bond and note coupons. The Custodian/Safekeeper shall take all other action necessary and proper in connection with the collection, receipt and deposit of such income and other payments, including but not limited to, the presentation for payment of all coupons and all other income items requiring presentation on all securities which may mature or be called, redeemed, retired or otherwise become payable, and the endorsement for collection in the name of the Trusts of all checks, drafts and other negotiable instruments. The Custodian/Safekeeper shall receive and collect all stock dividends, rights and other similar items and shall deal with the same pursuant to direction by the City. Interest payments on investments held in custody will be deposited into the appropriate custody account, and notification of all interest payments shall be made to the City by email on the day of the receipt of the payment.

Books, Records and Accounts. The Custodian/Safekeeper shall maintain accurate and detailed accounts and complete records of all transactions in the investment accounts of the Trust, and shall render statements or copies thereof from time to time as requested by the City. The Custodian/Safekeeper shall assist in the preparation of reports and audits of accounts of the Trust and other similar matters in connection with the duties of the Custodian/Safekeeper.

The Custodian/Safekeeper shall produce and deliver the following reports to the City within five business days following the end of the established monthly reporting period. The reports shall include the information as specified:

Monthly Custodian/Safekeeping Reports. Transaction Statements indicating changes to the carrying value of the assets and which shall specifically reflect the following:

- a. Securities or other property sold, the net proceeds, other costs.
- b. Securities or other property purchased, its cost basis, other costs.
- c. Income collected on securities or other property owned.
- d. Other disbursements or receipts of cash.
- e. The average weighted cost of each asset.
- f. Assets owned by this investment advisor account as subdivided into industry groups.
- g. The total cost basis of each asset.
- h. The market price per unit of each financial asset.
- i. The total market value of each financial asset.

Additional Technical Proposal Requirements

- j. The percent of the total account which a particular asset class comprises based on market value.
- k. Estimated annual income:
 - 1. For equities, the estimated dividend yield.
 - 2. For debt securities, the anticipated interest that will be earned.
- l. The estimated income yield percentage based on the current market value of a particular asset (does not anticipate capital gains or equities).
- m. The estimated income yield percentage based on the original purchase price of a particular asset.

All books, records, accounts and Trust property held by the Custodian shall be open to inspection and audit at all reasonable items by the City or its designees.

Investment Services. The successful proposer will be required to provide daily liquidity investments for any cash balances held in the City's bank accounts and trust Accounts. These investments will typically be in the form of money market funds or guaranteed rate accounts based on the Federal Funds Rate.

Current General Government account daily cash balances investments average approximately \$30 million but may fluctuate between \$10 million and \$100 million depending on cash flows and market conditions.

Proposers shall provide detailed descriptions of all daily liquidity investments that they offer, and quote their historical return rates and/or their most competitive guaranteed interest rates.

Investment Services. The successful proposer will be required to provide daily liquidity investments for any cash balances held in the City's bank accounts and trust Accounts. These investments will typically be in the form of money market funds or guaranteed rate accounts based on the Federal Funds Rate.

Current General Government account daily cash balances investments average approximately \$30 million but may fluctuate between \$10 million and \$100 million depending on cash flows and market conditions.

Proposers shall provide detailed descriptions of all daily liquidity investments that they offer, and quote their historical return rates and/or their most competitive guaranteed interest rates.

Investment Safekeeping.

- a) When securities are used as collateral or pledged on overnight investments, the bank will control the securities via their own trust department, through their correspondent New York City bank and by delivery (delivery vs. payment) or book entry with Federal Reserve Bank.
- b) A safekeeping receipt should be issued in the City's name for each investment purchase. A notification of charge or credit for each investment transaction shall be sent to the City.
- c) A third party custodian shall hold collateral for all investments with a term longer than one (1) business day.\

TD Bank can meet the requirements as outline by the City of Gainesville. Detailed description of all daily liquidity sweeps will be provided to the client upon award along with the current prospectus.

Additional Technical Proposal Requirements

B. COLLATERAL

Prior to receiving the City's deposits, a bank must be certified as being a "Qualified Public Depository" under the Florida Security for Public Deposits Act, as amended. The characteristics of eligible collateral are subject to the criteria of Chapter 280 Florida Statutes and will be further subject to modification as to quantity, equality and type by action of the State Treasurer. The pledge, substitution, and withdrawal of collateral securities will also be achieved in accordance with procedures established by the Florida Security for Public Deposits Act and the State Treasurer's Office.

TD Bank, America's Most Convenient Bank is a Qualified Public Depository (QPD) under the Florida Security for Public Deposits Act and is legally authorized to do business in the State of Florida pursuant to the requirements of Chapter 280, Florida State Statutes.

TD Bank will maintain its QPD status throughout the life of the contract with the City of Gainesville and we will adhere to all applicable federal laws and State statutes governing public funds.

C. OVERNIGHT INVESTMENT OF EXCESS COLLECTED FUNDS

- a. The depository bank shall provide an overnight investment service. This will automatically invest all collected funds of the Concentration Account and other specified accounts into an overnight investment. The calculation and investment of excess funds shall be completed after all of the regular demand deposit activity has been posted. The bank shall furnish, by 10:00 A.M., each day, a listing of uncollected and collected balances in the City's accounts and a grand-total of all balances in these accounts as of the close of business for the previous day (this requirement may be satisfied by on-line access). The collected funds will be the basis for determining the funds available for competitive bidding by the City on that day. In the event the bank information is not updated to the City by the 10:00 A.M. deadline, the bank will be responsible to pay any items they may process that day, as the City will also miss their deadline to call in an investment.
- b. The bank shall invest all remaining excess collected balances in the Concentration Account and the interest earnings into the Concentration Account on a daily basis. The earnings interest rate shall be verified at the same time as the daily account balances are furnished to the City.

What we find best is being open to a combination of financial solutions to meet the needs of our customers. While TD Bank can provide overnight investment service and repurchase sweeps that would enable you to invest and earn interest on all cash in excess of predetermined target balances, at this time TD Bank recommends the Municipal Advantage Plus checking account in lieu of other options. In our recommended solution, the Municipal Advantage account will allow the City to earn a competitive .50% interest rate on excess funds.

Each month the interest is automatically calculated and applied to the City's account. With this increased efficiency there is no need for daily reconciliation or daily transfer of available funds into a dedicated investment account.

Additional Technical Proposal Requirements

TD Bank agrees to invest all remaining excess collected balances in the designated Concentration Account and the interest earnings into the Concentrations Account on a daily basis. The competitive earnings interest rate will also be verified at the same time as the daily account balances are furnished to the City.

D. DEPOSIT TICKETS

The successful proposer will furnish and MICR-encode deposit ticket books for each of the City's accounts, as requested by the City. Two types of books will be made available:

1. Two-part sets, usually consisting of a white original and yellow copy, 50 sets per book
2. Three-part sets, usually consisting of a white original, yellow copy and pink copy, at 35 sets per book

Proposers shall be able to include absolute accuracy and delivery time not to exceed 2 calendar weeks. Occasional single-book requests shall be delivered within 1 banking day. The successful proposer shall accept MICR-encoded deposit tickets, regardless of whether they are purchased from the successful proposer or from an outside provider.

TD Bank can accommodate the City's request above including furnishing MICR-encoded deposit ticket books for each of the City's accounts, upon request.

E. RECORDS SEARCHES

The successful proposer shall, upon request, search archived microfilm and electronic records of any requested activity in the City's accounts and provide photocopies or electronic media of checks or other records as requested. The City agrees that the descriptive or instructive criteria for any such search will be as agreed upon, based on the successful proposer's methods of cataloging archives. These archival methods are to be provided to the City in writing on or before October 1, 2017 and thereafter whenever archival methodology is changed or updated. If proposers intend to make any such charges on a per-hour rather than per-item basis, enter a separate pricing line on the Account Analysis Activity Bid Sheet (Appendix G). The successful proposer shall respond to any such request for information, whether current or archived, within 10 working days.

TD Bank understands the City's request and will implement processes to meet the City's needs.

F. CREDIT CARD PROCESSING SERVICES

Currently the City accepts MasterCard and VISA cards for various transactions using First Data Merchant Services. The City uses 15 Clover processing terminals with distinct merchant ID numbers to facilitate accounting functions. Proposers shall accept electronic files of credit card payments. Proposers shall provide information detailing their credit card authorization method, credit card processing arrangements, City funds deposit availability timing, and discounts or premiums associated with transaction types & volumes. The number of credit card processing terminals may increase over the term of the banking services agreement.

Proposers shall also provide information regarding automated credit card processing services for e-commerce purposes (essentially omitting a need for third party processors such as Paypal), because the City is increasing its e-commerce outreach to residents.

Please refer to Appendix 3 for TD Bank's Card Processing Proposal offered to the City of Gainesville.

Required Certifications and Addendum Signatures

LIVING WAGE COMPLIANCE
See Living Wage Decision Tree (Exhibit C hereto)

Check one:

- Living Wage Ordinance does not apply (check all that apply)
 - ✓ Not a covered service
 - Contract does not exceed \$100,000
 - Not a for-profit individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business, who or which employees 50 or more persons, but not including employees of any subsidiaries, affiliates or parent businesses.
 - Located within the City of Gainesville enterprise zone.
- Living Wage Ordinance applies and the completed Certification of Compliance with Living Wage is included with this bid.

NOTE: If Contractor has stated Living Wage Ordinance does not apply and it is later determined Living Wage Ordinance does apply, Contractor will be required to comply with the provision of the City of Gainesville's living wage requirements, as applicable, without any adjustment to the bid price.

PROPOSAL RESPONSE FORM - SIGNATURE PAGE

(submit this form with your proposal)

TO: City of Gainesville, Florida
200 East University Avenue
Gainesville, Florida 32601

PROJECT: Request for Proposal Banking Services

RFP/RFQ#: FADM-180000-DH

RFP/RFQ DUE DATE: September 22, 2016

Proposer's Legal Name: David Lepri

Proposer's Alias/DBA: TD Bank, America's Most Convenient Bank®

Proposer's Address 9715 Gate Parkway, Jacksonville, FL 32246

PROPOSER'S REPRESENTATIVE (to be contacted for additional information on this proposal)

Name: Tracy Kemp Telephone Number (904) 265-0271

Date: September 26, 2016 Fax Number N/A

Email address Tracy.Kemp@td.com

ADDENDA

The Proposer hereby acknowledges receipt of Addenda No.'s 1,2, and 3 to these Specifications.

TAXES

The Proposer agrees that any applicable Federal, State and Local sales and use taxes, which are to be paid by City of Gainesville, are included in the stated bid prices. Since often the City of Gainesville is exempt from taxes for equipment, materials and services, it is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

LOCAL PREFERENCE (check one)

Local Preference requested: YES NO

A copy of your Business tax receipt and Zoning Compliance Permit should be submitted with your bid if a local preference is requested.

QUALIFIED LOCAL SMALL BUSINESS STATUS (check one)

Is your business qualified as a Local Small Business in accordance with the City of Gainesville Small Business Procurement Program? (Refer to Definitions) YES NO

SERVICE-DISABLED VETERANS' BUSINESS (check one)

Is your business certified as a service-disabled veterans' business? YES **X** NO

LIVING WAGE COMPLIANCE

See Living Wage Decision Tree (Exhibit C hereto)

Check One:

- Living Wage Ordinance does not apply (check all that apply)
 - Not a covered service
 - Contract does not exceed \$100,000
 - Not a for-profit individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business, who or which employees 50 or more persons, but not including employees of any subsidiaries, affiliates or parent businesses.
 - Located within the City of Gainesville enterprise zone.
- Living Wage Ordinance applies and the completed Certification of Compliance with Living Wage is included with this bid.

NOTE: If Contractor has stated Living Wage Ordinance does not apply and it is later determined Living Wage Ordinance does apply, Contractor will be required to comply with the provision of the City of Gainesville's living wage requirements, as applicable, without any adjustment to the bid price.

SIGNATURE ACKNOWLEDGES THAT: (check one)

- Proposal is in full compliance with the Specifications.
- Proposal is in full compliance with specifications except as specifically stated and attached hereto.

Signature also acknowledges that Proposer has read the current City of Gainesville Debarment/Suspension/Termination Procedures and agrees that the provisions thereof shall apply to this RFP.

ATTEST:

(CORPORATE SEAL)

PROPOSER:

Signature

Signature

By: David Lepri

By: David Lepri

Title: VP, Government Banking Relationship Manager

Title: VP, Government Banking Relationship Manager



FLORIDA DEPARTMENT OF STATE

RICK SCOTT
Governor

KURT S. BROWNING
Secretary of State

September 23, 2011

Lydia B. McIlwain
Assistant Vice President and Senior Paralegal
TD Bank, N.A.
Legal Department
P.O. Box 9540
Portland, Maine 04112-9540

Dear Ms. McIlwain,

This is in response to your email regarding qualification of National Banks in Florida to transact business.

Banks listed on the records of the Division of Corporations are "state" chartered banks only. Since National Banks are governed by the Office of the Comptroller of the Currency (OCC) and not the Florida Department of Financial Services or the Department of State, they are not required to qualify to transact business in Florida with the Division of Corporations. Confirmation of the existence and status of a National Bank can be obtained from the OCC.

I hope this information is helpful. If further explanation is required, feel free to direct inquiries to me at 850-245-6900.

Sincerely,

A handwritten signature in black ink that reads "Karon Beyer".

Karon Beyer, Chief
Bureau of Commercial Recordings
Division of Corporations
Department of State



Division of Corporations, Clifton Building, 2661 Executive Center Circle, Tallahassee, FL 32301
Commemorating 500 years of Florida history www.fl500.com





CERTIFICATE OF CORPORATE EXISTENCE

I, Thomas J. Curry, Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "TD Bank, National Association," Wilmington, Delaware (Charter No. 24096), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking on the date of this certificate.

IN TESTIMONY WHEREOF, today,
January 5, 2016, I have hereunto
subscribed my name and caused my seal
of office to be affixed to these presents at
the U.S. Department of the Treasury, in
the City of Washington, District of
Columbia.



Comptroller of the Currency



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

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

This is to certify that

TD BANK, N.A.
2035 LIMESTONE ROAD
WILMINGTON, DELAWARE 19808

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

Given under my hand this 14th day of April, 2011.

A handwritten signature in black ink, appearing to read "Jeff Atwater", written over a horizontal line.

CHIEF FINANCIAL OFFICER, STATE OF FLORIDA

DESCRIPTIONS (Continued from Page 1)

Additional Insured and Waiver of Subrogation status only applies per written contract and is subject to policy terms and conditions. Additional interests under the policy, consisting of, but not limited to mortgagees, lenders loss payees, loss payees, and additional named insureds, are covered in accordance with Certificates of Insurance issued to such interests and on file with the Company. Loss Adjustment and Loss Payment: Losses shall be adjusted with and made payable to or as directed by TD Bank, N.A. The receipt by the payee so designated shall constitute a release in full of all liability with respect to such loss. Coverage as per written contract. Primary coverage and Waiver of Subrogation where required by written contract. 90-day cancellation notice except 15 days for nonpayment of premium.



ADDENDUM NO. 1

Date: September 1, 2016

Bid Date: September 26, 2016
at 3:00 P.M. (Local Time)

Bid Name Request for Proposals for Banking Services

Bid No.: FADM-180000-DH

NOTE: This Addendum has been issued only to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. Any questions shall be submitted in writing to the City of Gainesville Purchasing Division by 3:00 p.m. (local time), September 15, 2016. Questions may be submitted as follows:

Email: holderds@cityofgainesville.org

or

Faxed (352) 334-3163

Attention: Diane Holder

2. Please find attached:

- a) Copy of the black out period information (Financial Procedures Manual Section 41-424 Prohibition of lobbying in procurement matters)) distributed during mandatory pre-bid meeting.
- b) RFP in word format-Attachment A (separate attachment on Demandstar)
- c) Account Analysis statement-May 2016-Attachment B
- d) Account Analysis statement-June 2016-Attachment C
- e) Account Analysis statement-July 2016-Attachment D
- f) Purchasing Card Contract – Attachment E
- g) Merchant Processing Statements-May, 2016-Attachment F
- h) Merchant Processing Statements-June, 2016-Attachment G
- i) Merchant Processing Statements-July, 2016-Attachment H

The following are answers/clarifications to questions received:

3. Question: Can the RFP be made available in word format? We utilize the City's RFP as the foundation for our response.

Answer: See attached RFP in word format-Attachment A

4. Question: Please provide account analysis statements for the last 3 months.

Answer: See Attachments B, C, and D.

5. Question: Is the intent of the City to have a comprehensive banking services contract providing all services to both the City and Gainesville Regional Utilities?
Answer: No, this RFP is for City Banking Services only. Gainesville Regional Utilities will continue to use SunTrust for its banking services until they do their own separate RFP, probably in 2017 or 2018.
6. Question: Section VI - B indicates the city currently utilizes a third party vendor for the purchasing card program. Can you provide a copy of the existing contract and rebate schedule? And will the City consider awarding the purchasing card program to a vendor not providing comprehensive banking services?
Answer: See Attachment E. No, standalone purchasing card services are not being considered at this time.
7. Question: Does the current purchasing card contract cover both the City and Gainesville Regional Utility?
Answer: No. The City's existing purchasing card contract covers the City only.
8. Question: Will the City consider awarding a purchasing card provider separate of banking services?
Answer: Not at this time. The City is allowing banking services providers to include purchasing card services within their banking services proposals if they choose to. Purchasing card services will be evaluated if included, and the City may choose to use a purchasing card service proposed by the selected banking services provider. However, if purchasing card services are not included in a banking services proposal, there will be no negative impact on the banking services proposal, and the City will continue using its current purchasing card service provider. Also, the City reserves the right to continue using its current purchasing card service provider regardless of the banking services provider selected. The City may choose to do a separate RFP for purchasing card services at some later date.
9. Question: Please provide 3 months of merchant processing statements capturing all volume for all merchant accounts, including volume from Clover and online payments.
Answer: See Attachments F, G, and H.
10. Question: Please list the make and model of all terminals in use today. Example: Ingenico iCT250
Answer: Clover Mini (Model C300) and Clover Mobile (Model C201)
11. Question: Please list all software in use today to facilitate collection of payments. Examples: Paymentus, Click2Gov, NCourts
Answer: CSI Payment Portal, WebParcs (Parking Garage), ActiveNet (Public Works), iNovah
12. Question: Does the City currently allow card payments for parking on street and in city-owned garages? If so, please list the parking system provider. Example: Parkeon, IPS, Amano
Answer: Yes, HUB Parking is the vendor that is used.
13. Question: Will the City consider awarding the merchant services contract to a vendor not providing comprehensive banking services?
Answer: Not at this time. The City may conduct a merchant services RFP at some point in the future if we feel that it's necessary.

14. Question: Please provide the RFP in Microsoft Word format and if possible SECTION VII – PRICE PROPOSAL in either Microsoft Excel or Word
Answer: See Question #3.
15. Question: Please provide the last three months of analysis statements for **ALL** the accounts included in the RFP.
Answer: See Question #4.
16. Question: Page 5 states “Both the Technical Proposal and the Price Proposal, if required to be submitted in a separate envelope, must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the proposer, and proposer(s) must affix their company’s corporate seal to both Proposals.” – Please confirm that we are to submit the technical and price proposals as separate documents.
Answer: It is not necessary to submit separate documents.
17. Question: Please confirm whether it would be acceptable to include the City’s logo in our response.
Answer: Please do not include the City’s logo in RFP responses.
18. Question: In order to get a better understanding of the vendor payments originated by the City, would it be possible to get the District’s vendor file (see attached spreadsheet) with a 12 months of vendor data to analyze in order to provide a proposal for our solution?
Answer: The requested data report does not currently exist, and would have to be compiled. The City does not believe that it’s necessary to respond to the Banking Services RFP.
19. Question: Merchant Services – The following questions refer to our merchant Services solution
- a. What is the model type for their Clover devices? See Question #10.
 - b. Please provide 3 months of merchant statements. See Question #9.
 - c. Please confirm whether the merchant transactions are Card Present transitions?
Merchant transactions can be made with a card, or over the phone.
 - d. Please elaborate on any particular reporting requirements?
The City currently uses My Clientline - similar reporting requirements will be required.
 - e. Does the City charge a convenience fee?
The City doesn’t currently charge a convenience fee.
20. Question: In the past, the RFP for the City has typically included the Gainesville Regional Utilities relationship. Please confirm if this is the case as well on this RFP.
Answer: See Question #5.
21. Question: We have several brick and mortar bank branches within the City and County limits that pay local business taxes. Would this qualify for Local Preference if we provide the Tax Receipts and Zoning Compliance Permit for them?
Answer: Multiple local branches are a requirement for being considered for the City’s Banking Services, so local preference consideration will be given to all proposers who meet the RFP minimum requirements. Proposers who do not meet the minimum requirements will be disqualified.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 1 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 1 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: TD Bank, N.A.

BY: _____

DATE: September 26, 2016



ADDENDUM NO. 2

Date: September 14, 2016

Bid Date: September 26, 2016
at 3:00 P.M. (Local Time)

Bid Name Request for Proposals for Banking Services

Bid No.: FADM-180000-DH

NOTE: This Addendum has been issued only to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. Any questions shall be submitted in writing to the City of Gainesville Purchasing Division by 3:00 p.m. (local time), September 15, 2016. Questions may be submitted as follows:

Email: holderds@cityofgainesville.org

or

Faxed (352) 334-3163

Attention: Diane Holder

The following are answers/clarifications to questions received:

2. Question: Who currently provides the City's courier services?
Answer: Certified Armored Service, Gainesville FL
3. Question: Please define "deposited item rejects" under the demand deposit services section of the pricing exhibit.
Answer: Primarily deposited checks that have been returned.
4. Question: Does the pricing include volumes for the City's utility department?
Answer: NO. See Addendum 1. This RFP is for City banking services only. Gainesville Regional Utility is not included in this RFP in any way whatsoever.
5. Question: Will the City share copies of recent bank analysis statements?
Answer: Provided in Addendum 1.
6. Question: Can you please clarify the current average monthly volume of accounts? Section VII – Price Proposal reflects 50 accounts, however, Under Section VI – Technical Specifications, it states "The City currently has 10 active accounts."
Answer: The City has 10 active accounts. Section VII - Price Proposal number is an error.

7. Question: The City has indicated they shall employ the successful proposer for Custodian Services as well. Does that mean the City only consider those financial institutions that can provide both banking services and Custodian/Safe keeping services or is it possible to award both services separately?
Answer: The City wants its banking services provider to also provide custodian/safe keeping services. The City will not award those services separately, and the City will only consider financial institutions that can provide both services.
8. Question: Where we are asked for a copy of our certified annual financial report and most recent 10-Q report, would it be acceptable to provide a link to this information?
Answer: Yes.
9. Question: What are the City's goals for your purchasing card program? Expansion with more cards? Add more/different types of suppliers?
Answer: The City does not have specific expansion goals for its purchasing card program, but is willing to consider expanding the program where it makes sense.
10. Question: Does the City have an account manager working with you at your current provider?
Answer: We have numerous contacts in different areas, as well as a main institutional banking contact.
11. Question: What features/functionality of an online reporting system are important to the City?
Answer: The City is interested in industry standard reporting features and functionality. Wire Input & Reporting, Account Transfers, Transaction Search & Reporting, Stop Payments Input, Controlled Disbursement, Check Lookup, Daily & Multi-Day Balance Reporting, Credit Card Payment Reporting, Deposit Reporting, ACH/EDI/CAR Reporting.
12. Question: Does the City have an interest in an e-payables program in addition to purchasing card services? We note you pay 150 vendors weekly via ACH and 5-15 vendors paid weekly using checks.
Answer: Yes, possibly.
13. Question: Would you be able to forward a MS Excel version of your vendor file complete with full name, street address, city, state, zip code, yearly amount paid and type of payment?
Answer: No. This information is not necessary for responding to this RFP.
14. Question: On the Merchant section of the RFP - Does the City have the ability or want to accept cards via online? If the City already does, what gateway are you currently using?
Answer: Yes, the City accepts credit cards & echecks via online. We use CSI Collector Solutions.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 2 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 2 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: TD Bank, N.A.

BY: _____

DATE: September 26, 2016



ADDENDUM NO. 3

Date: September 15, 2016

Bid Date: September 26, 2016
at 3:00 P.M. (Local Time)

Bid Name Request for Proposals for Banking Services

Bid No.: FADM-180000-DH

NOTE: This Addendum has been issued only to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

The following are answers/clarifications to questions received:

1. Question: Please clarify if clearing house deposited items are check deposits.
Answer: Clearing house deposited items are ACH deposits.
2. Question: Is the City using image cash letter?
Answer: The City doesn't use image cash letter, but may consider it.
3. Question: Please explain the web originated items under the ACH section of the pricing exhibit.
Answer: We originated items are payments made to the City online – business taxes, parking citations, parking decals, landlord licenses, building permits, etc.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 3 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 3 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: TD Bank, N.A.

BY: _____

DATE: September 26, 2016

City of Gainesville Card Processing Proposal

City of Gainesville Card Processing Proposal

About TD Merchant Solutions

For more than 27 years TD Merchant Solutions has been a full-service merchant solution provider. We currently serve more than 20,300 clients in our diverse portfolio, processing more than \$4.6 Billion in 2015. We provide all of the operational support, risk management, and customer service support as part of our comprehensive package of products and services.

Our programs feature:

Data security compliance and data breach security options	24/7 US-based customer service and support
Ability to auto settle each day's activity	Detailed statements for ease of reconciliation
Typically next-business day funding.	Online detailed reporting
Works with most existing hardware/software	EMV, NFC and contactless solutions
No minimum discount	No annual fee

Solution

TD Merchant Solutions is proposing a cost plus pricing method that would give you the benefit of interchange pricing. TD Merchant Solutions currently processes the following credit and debit cards: MasterCard[®], Visa[®], American Express[®], Discover[®], Fleet Cards, Wright Express, EBT Cards and JCB[®].

Features/Benefits

TD Merchant Solutions will provide a solution—with transparency, fairness and honesty—that will solve your credit card processing needs. We will take the time to:

- Understand what you need
- Tailor a technology solution that is innovative, efficient and cost effective for you
- Provide outstanding service with our local, team approach
- Build a relationship of trust

We want to earn, and keep, your merchant solution business—and show you the benefits of placing all of your banking business with us.

Feature	Benefits
The TD brand	TD wants to create a total banking relationship with its customers. We want to understand your business and provide products to help you with <i>all</i> of your needs. We offer a full suite of financial services that goes beyond just payment processing.
Superior service	With an in-house call center, you can expect reliable, expert service. You will speak directly to a TD Bank employee about your merchant services needs and ongoing support on topics such as account maintenance, reporting, reconciliations, equipment deployment and chargebacks.
Competitive rates	TD Merchant Solutions has your bottom line in mind when you capture the wholesale cost without any charges in the fixed cost areas.
Payment security	TD Merchant Solutions offers optional programs for compliance with the latest industry standards on data security and data breach protection, protecting you and your customers from fraud and loss.
Full suite of solutions	TD can support most hardware (e.g., point of sale terminals), on-line stores and complex business software, allowing you to use what you already have in most cases.
Typically next-day fund availability	Funds are typically available the next day—faster than most other providers. This translates to improved cash flow—critical to businesses of any size.
Timely billing and statements	All billing is done on each monthly statement—not staggered over several months.
No hidden or unexpected fees	You will know exactly what the fees are up front—fees and charges won't be buried or invisible on monthly statements.
Products to fit your needs	TD Merchant Solutions has a wide range of payment solutions—from basic to full-featured. That means you can accept payments in many ways—contactless, mobile, key fob or traditional; checks, credit or gift cards—on the web, on your mobile device or in your store.
Help you with your	With TD Merchant Solutions ¹ , you can attract new customers,

business

grow your business, increase your sales, gain more dollars in your transactions, and create loyal, returning customers. In many cases, it is safer and easier than accepting cash.

Value Add/Competitive Advantage

At TD Merchant Solutions, we use a relationship management, consultative approach to tailor a solution that not only will meet, but exceed your expectations.

We will identify the most efficient and cost effective methods of card acceptance, as well as monitor risk and fraud. Our goal is to deliver the highest possible level of service along with the tools that will make an immediate and positive difference to your organization.

Technology

TD Merchant Solutions can process transactions via equipment or software—if the version is validated, certified and supported. Our solutions include a TD eBill Solution for electronic bill presentment and payment, e-check/ACH solution and an IVR for our merchants. Please see the attached Appendix for TD eBill Solutions.

Check guarantee services are provided by TeleCheck. TD Bank Merchant Solutions is a reseller of TeleCheck. The TeleCheck Paper Check Acceptance service allows merchants to process checks at the point-of-sale using TeleCheck's proprietary risk management tools to minimize returned checks while offering consumers their payment method of choice.

In addition TD Bank Merchant Solutions provides a gift card program. Gift cards can be basic, standard or customized. Our cards are re-loadable.

Card Processing Basics

From the time you accept a debit/credit/gift card until you receive payment in your checking account, three processes happen:

- Authorization
- Settlement
- Funding

We will help you understand card processing through statement discussions, card practices and reporting discussions.

Hardware

TD Bank Merchant Solutions offers the Clover suite of products as a convenient solution to cover your card processing needs. Please see our pricing grid for the Clover suite of products.

TD Merchant Solutions maintains a partnership with one of the largest providers of point-of-sale (POS) solutions in North America. That partnership allows us to competitively price solutions to meet your needs.

TD Merchant Solutions certified terminals can be reprogrammed or terminals can be purchased. TD Merchant Services provides new terminals with a one-year warranty.

TD Merchant Solutions has EMV (Europay, MasterCard and Visa) and NFC (near-field communications) solutions to help you accept chip and PIN, chip and signature and contactless payments.

Most equipment can be loaded and shipped for delivery within 48 hours.

Reporting

Reporting at the terminal level is determined by the type of terminal that is being used.

TD Merchant Solutions provides an on-line reporting, Portfolio Manager, that allows you to access eighteen months of history of batch deposit information and transaction details, chargeback information, retrieval information, cardholder account inquiries and 18 months of statements. These reports can be exported to another file structure such as Microsoft Excel.

Supplies

We provide a welcome kit at implementation that includes signage, decals, user guides, compliance policies, contact stickers and manual imprinter plates. Paper roll prices are product specific and can be ordered from our vendor's website: www.paperrollsupplies.com.

Platforms/Gateways/Software

TD Merchant Solutions supports transactions on the following: First Data and TSYS.

We also are a reseller of Authorize.Net[®], an internet payment gateway that enables you to accept credit card and electronic check payments from your e-commerce website.

Payment Express, part of Direct Payment Solutions, can be boarded on our Nashville platform.

Funding

Funds are typically deposited on the next business day of the closing of the batch. Scheduled funding is determined by:

- The platform that the system is settling on.
- The batch cut-off time and the settlement platform that integrates with your software, terminal and internet preferences.

Fees are deducted monthly at the beginning of each month for activities processed on the previous month. Merchant Solutions does not pay interest earned on deposits made. Any interest earned may come directly from the bank.

Pricing

The discount rate will be based on:

Interchange rate (wholesale cost)	plus	dues and assessments to the associations (Visa, Discover & MasterCard)	plus	05 basis points of the sales volume for both swiped and non-swiped transactions
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If a POS system, payment gateway or wireless device is being used, other fees may apply.

Non-swiped transactions have a higher interchange cost than swiped transactions.

The following processing fees are for both card-present and card-not-present environments:

Card Processing Prices, Fees and Charges	
MC/Visa/Discover discount fee	Interchange pass-through
Visa credit assessment fee percentage	0.13%
Visa signature debit assessment fee percentage	0.11%
MC assessment fee percentage	0.12%
MC assessment fee percentage for transactions greater than \$1,000	0.13%
Discover assessment fee percentage	0.11%
Authorization transaction fee	\$0.09 per transaction
TD Merchant Solutions' processing fee percentage	0.05%
PIN-debit transaction fee	Interchange plus \$0.15
Chargeback fee	\$25.00
Voice authorization fee	\$1.25
Amex discount fee	Rate set by Amex
Amex transaction fee	\$0.10 per transaction
Retrieval request	\$5.00
Annual Fee	None
Monthly statement fee per merchant ID—includes Portfolio Manager, monthly PCI compliance and Breach Protection Program fee per account	\$12.95
Batch Fee	\$0.20 per batch
ACH deposit fee for non-TD Bank checking accounts	waived
Hardware/Software	Many options available
Any miscellaneous card association fees	Pass-through at cost
Security scanning	

Clover Hardware Pricing

Clover Products	Clover Hardware for Purchase	Processing Fees
Mini 3G	\$606.00	\$19.99 Monthly Fee \$0.05 per Transaction
Mini 3G/WIFI	\$672.00	\$19.99 Monthly Fee \$0.05 per Transaction
Mobile 3G/WIFI	\$745.00	\$19.99 Monthly Fee \$0.05 per Transaction
Mobile 3G/WIFI and Mobile Printer	\$916.00	\$19.99 Monthly Fee \$0.05 per Transaction
Mobile 3G/WIFI and Docking Station	\$857.00	\$19.99 Monthly Fee \$0.05 per Transaction
Bundle #4 - Mobile 3G/WIFI and Mobile Printer and Docking Station	\$1028.00	\$19.99 Monthly Fee \$0.05 per Transaction

Fees imposed by the bank will be set for the length of the contract. However, Discover, MasterCard and Visa interchange or card association fee increases or decreases are passed on when amended. This is a pass-through of wholesale cost.

All fees, charges and payments will be detailed in the agreement executed for these services.

How/when we charge

TD Merchant Solutions charges its merchants and mails a merchant solutions statement at the beginning of each month for the previous month's activity, typically within the first four business days. This is done by multiplying all transactions by the interchange rate for that type of card. The funds are withdrawn from the same checking account to which we make daily deposits. A paper based statement will be mailed and is usually received no later than the 15th of the month, however, by accessing our On-Line Reporting

program online statements are available within the first several days of the month. Please see attached for a sample of our Merchant Solutions statement.

Compliance

TD Merchant Solutions complies with all applicable Payment Card Industry (PCI).

PCI Data Security Standard (DSS) compliance is required of all entities that store, process, or transmit credit card data, including financial institutions, merchants and service providers. The PCI DSS applies to all payment channels, including retail (brick-and-mortar), mail/telephone order, and e-commerce.

TD Merchant Solutions offers a PCI DSS compliance program through our partnership with SecurityMetrics, a leading qualified security assessor and approved scanning vendor. This service, offered at a very competitive price, provides merchants with the tools and instruction necessary to determine the actions necessary to achieve and remain in compliance with the PCI DSS.

In addition, TD Merchant Solutions offers Data Breach Protection program that provides merchants up to \$100,000 in reimbursement for any fines, assessments, and forensic investigation costs per data breach incident. There is a \$500,000 cap per merchant per year.

Training

TD Merchant Solutions will provide on-site training for the installation, configuration and use of existing and new terminals.

The initial training is designed to educate your users on how to process transactions including sales, voids, credits, batches and reports. Training will encompass best practices on processing cards and how to reduce your risk and help you qualify for the best interchange rates through security codes, address verification, invoice numbers, tax amounts and other prompted entries.

We also can provide training on:

- Credit card fraud prevention
- Chargeback handling
- Online reporting
- Authorization process
- Settlement funding
- How to understand the statement

Support

Your employees have access to the TD Merchant Solutions' customer service team from 6:00 a.m. until 11:00 p.m. Eastern Standard Time – seven (7) days per week. Our customer service team can be contacted at 800-348-4025 or emailed at:

Merchantservicesclientsupport@td.com.

For assistance after these hours, our processors provide 365/24/7 support with a help desk for customer service or technical questions.

TD Merchant Solutions distributes industry-related issues, regulatory changes and advice on every monthly statement. You can reference the TD Bank website for Merchant Solutions information including:

- E-commerce Risk Management
- Preventing Fraud
- Chargeback Management
- New Merchant User Guide
- Processing Card Present and Card Not Present Transactions
- Payment Card Industry Data Security Standard
- Rules for Merchants

The responses provided are based on assumptions and conditions as set forth therein. Those responses should be read as an entirety, and will not be binding upon either party until set forth in a definitive agreement executed and delivered by an authorized officer of each party. For purposes of this proposal, the term definitive agreement does not include this response or any other preliminary written agreement including the non-disclosure agreement, nor does it include any written or oral acceptance of an offer or proposal. Bid terms are based on the assumption that TD Merchant Solution's form of agreement will be executed by the parties hereto.

The marketing information, bid terms, and other proprietary and intellectual property of TD (and any other third parties) used in the preparation of this response will remain the property of TD (or such third parties) and no rights to such property will transfer to City of Gainesville notwithstanding anything to the contrary in the RFP terms, and may only be used with the prior written consent of TD.

**Merchant Application for
VISA, MASTERCARD, DISCOVER NETWORK**

Referred By: _____

Doing Business as _____

Street Address _____

City _____

Contact Name/Title _____

Corporate Name (if applicable) _____

Mailing Address _____ Same as above

City _____ **State** _____ **Zip** _____

Type of Company Corporation Partnership Government LLC Non Profit Sole Proprietorship

Projected Annual VISA, MasterCard, Discover and American Express Network sales:
_____ New Existing

TD Bank, N.A.

Paper Statement Portfolio Manager

Merchant Number: _____

Date Business Established _____

Business Phone _____

State _____ **Zip** _____

Business Fax _____

of locations _____

Federal Tax I.D. Number _____

IRS Tax Filing Name _____

Company Website U.R.L. _____

Average Sales Amount _____ Maximum Sales Amount _____

BUSINESS AND PRODUCT INFORMATION

Type of Business _____

Describe Product/Service sold _____

How is the Product Being Sold (check all that apply) Retail Store _____% Mail/Phone Order _____% Internet/E-commerce _____% Mobile _____% Other _____%

Previous Card Processor: _____ For existing business please attach a copy of your most recent merchant statement.

Reason for leaving processor: _____

Does the business engage in Internet gambling activities? Yes No

Does the business accept advance deposits? Yes No Advance Deposit Amount: \$ _____ Average Time Advance Deposit Accepted _____

PROCESSING EQUIPMENT AND SUPPLY INFORMATION

Current Terminal Type: _____ **Number of Terminals** _____ **Dial** _____ **IP** _____

Current Printer Type: _____ **PIN Pad Type** _____

Discover Network Acct. #: _____ **Software Name/Version** _____

Internet Gateway _____ **American Express Number** _____

EBT Number _____ **JCB Account Number** _____

OWNERSHIP INFORMATION

Principal Name _____ **Ownership** _____%

Street Address _____ **Social Security Number:** _____

City _____ **State** _____ **Zip** _____

E-Mail Address _____ **Home Phone Number:** _____

Date of Birth _____

Other Owner _____ **Ownership** _____%

Street Address _____ **Social Security Number:** _____

City _____ **State** _____ **Zip** _____

E-Mail Address _____ **Home Phone Number:** _____

Date of Birth _____

PRINCIPAL/BUSINESS CREDIT INFORMATION

Has the business or any owner declared bankruptcy in the past 5 years? Yes No

Is the business or any owner a party to any claims, lawsuit, or other legal action? Yes No

Has the business or any owner been declined for a merchant account by another processor? Yes No

FORM OF ID VERIFIED: _____ OK EXPIRATION DATE _____

STATE: _____

FORM OF ID VERIFIED: _____ OK EXPIRATION DATE _____

STATE: _____

Notice Regarding the USA Patriot Act: The Bank complies with Section 326 of USA Patriot Act. This law mandates that we obtain and verify information about you including your name, legal address, social security number, and date of birth while processing your application.

It is understood that a photocopy, fax, or electronic version of this completed application may be accepted by Bank. The Bank may keep this application whether or not it is approved by bank.

I (we) understand that this Merchant Application shall be part of the Merchant Agreement entered into between Bank and Merchant.

SIGNATURE OF APPLICANT(S), OWNER(S), PARTNER(S), OFFICER(S)

Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

Accepted by: _____ Date: _____

TD Bank, N.A.

MERCHANT PROCESSING FEES AND ASSESSMENTS

Merchant Name: _____

Application Fees:		\$ _____	\$ _____
Equipment:	MODEL	ITEM PRICE	QUANTITY
<input type="checkbox"/> Terminals _____		\$ _____ *	_____
<input type="checkbox"/> PIN Pad _____		\$ _____ *	_____
<input type="checkbox"/> Misc Peripherals _____		\$ _____ *	_____
<input type="checkbox"/> Software _____		\$ _____ *	_____
(See Software Matrix for Features)			
<input type="checkbox"/> Other _____		\$ _____ *	_____
<input type="checkbox"/> Clover Program _____		\$ _____ *	_____
<input type="checkbox"/> Clover Program _____		\$ _____ *	_____
<input type="checkbox"/> Clover Program _____		\$ _____ *	_____
<input type="checkbox"/> Clover Program _____		\$ _____ *	_____
<input type="checkbox"/> Clover Program _____		\$ _____ *	_____
<input type="checkbox"/> Clover Program _____		\$ _____ *	_____
<input type="checkbox"/> Optional Clover Peripherals _____		\$ _____ *	_____
<input type="checkbox"/> Optional Clover Peripherals _____		\$ _____ *	_____
<input type="checkbox"/> Optional Clover Peripherals _____		\$ _____ *	_____
<input type="checkbox"/> Optional Clover Peripherals _____		\$ _____ *	_____
<input type="checkbox"/> Optional Clover Peripherals _____		\$ _____ *	_____
<input type="checkbox"/> Optional Clover Peripherals _____		\$ _____ *	_____
<input type="checkbox"/> Monthly Clover Software Fee _____		\$ _____ *	_____
<input type="checkbox"/> Clover Lease _____		\$ _____ *	_____

Monthly Maintenance & Support Fee: \$ _____

PCI Program Fee: \$9.95 \$ _____

Monthly MasterCard License Fee: \$1.50 **Batch Processing Fee:** \$0.20 **Retrieval Fee (Per Item):** \$5.00
Chargeback Fee (Per Item): \$25.00 **ACH Deposit Fee (non-TD Bank checking):** \$1.50 **Inactive Account Fee:** \$15.00
Voice Authorization Fee (Per Item): \$1.25 **Insufficient Funds Fee:** \$35.00 **PCI Non-Compliance Fee:** \$20.00

Other Fees/Instructions: _____ \$ _____

Merchant Fees:
 Fees are based on your Visa, MasterCard and Discover Network sales, Average Dollar Amount of each sale and/or estimated annual volume. The Merchant Fees are priced periodically (usually annually) and are subject to change. Adjustment to these fees may also occur if Volume or Average Ticket has been overstated or understated, if method of processing is not according to procedures, or if the Card Companies adjust their fees and/or assessments. In addition, the following fees apply per qualifying transaction or on a monthly basis as imposed by the Card Companies:

Visa Fees		MasterCard Fees	
U.S. Acquirer Processing Fee (Credit)..... \$0.195	Cross Border Fee.....0.60%	MC ICA AVS Card Present..... \$0.100	
U.S. Acquire Processing Fee (Debit)..... \$0.155	Acquirer Support Fee.....0.85%	MC ICA AVS Card Not Present..... \$0.100	
Acq International Service Assessment Fee..... 0.80%	Network Access & Brand Usage.....\$0.195	Digital Enablement Fee on Card Not Present Transactions...0.01%	
International Acquirer Fee.....0.45%	Kilobyte Fee.....\$0.044	Dues & Assessment on transaction < \$1,000.00.....0.12%	
Dues & Assessment Credit.....0.13%	CVC2 Fee.....\$0.025	Dues & Assessment on transaction > \$1,000.00.....0.14%	
Dues & Assessment Signature Debit.....0.13%		Discover Fees	
Visa Zero Floor Limit Fee..... \$10	Data Usage Charge.....\$0.0195	International Service Fee.....0.80%	
Visa Integrity Fee..... \$10	International Processing Fee.....0.50%	Dues & Assessment.....0.130%	
Visa Misuse of Authorization Fee..... \$0.045		Pin Debit Network Annual Fees	
Fixed Acquirer Network Fee.....*	NYCE Participate Fee of \$10.00 (billed annually in July)	Pulse Participate Fee of \$9.00 (billed annually in August)	
System File Fee.....\$0.0018	STAR Participate Fee of \$12.00 (billed annually November)	Jeanie Participate Fee of \$9.00 (billed annually in December)	
Refund Transaction Fee (Credit)..... \$0.0195			
Refund Transaction Fee (Debit/Prepaid) \$0.0155			

*The Fixed Acquire Network Fee rate assessed to each taxpayer ID will be determined on the method of processing and Merchant Category Code with the exception of Fast Food Restaurants, a Merchant Taxpayer ID with physical locations will be assessed FANF on a per-location rate basis.

Card Present Pricing **Card Not Present Pricing** **Cost Plus**

_____	_____	_____
QUALIFIED	MID-QUALIFIED	NON-QUALIFIED
_____	_____	_____
QUALIFIED	MID-QUALIFIED	NON-QUALIFIED
VISA/MC/Discover Network	Debit Cards	EBT/Other

Transaction Fees: \$ _____ \$ _____ \$ _____

Monthly and one-time fees will be charged to your Business Checking Account.

American Express: The Discount rate shall consist of Wholesale Price, Network Fees, Access Fees, and Surcharges as charged by American Express plus _____ % of sales volume and \$ _____ per a transaction.

ACCOUNT of DEPOSIT

ATTACH VOIDED CHECK OF THE ACCOUNT TO BE USED BY MERCHANT AS FUNDS DEPOSITORY
 (Required if depositing into a non TD Bank Account)

Bank Name: _____ **Branch:** _____
City: _____ **State:** _____ **Zip Code:** _____
Transit/ABA Number: _____ **Account Number:** _____

Merchant hereby authorizes TD Bank, N.A., hereinafter called BANK to initiate debit or credit entries to Merchant's checking account indicated above, hereinafter called DEPOSITORY to debit or credit any adjustments, fees or chargebacks related to any transaction(s) pertaining to the Merchant Agreement. This authority shall remain in full force and effect until BANK and DEPOSITORY have received written notification from the Merchant of its termination in such time and such manner as to afford BANK and DEPOSITORY a reasonable opportunity to act on it. Merchant has the right to stop payment of a debit entry by notification to DEPOSITORY at such time as to afford DEPOSITORY a reasonable time to act on it prior to charging account. After account has been charged, Merchant has the right to have the amount of an erroneous debit immediately credited to Merchant account by DEPOSITORY within 15 days following the issuance of the account statement or 45 days after posting, whichever occurs first.

I (we) have read and understand that this shall be part of the Member Merchant Agreement entered into between Bank and Merchant.

Date: _____ **By Signature:** _____ **CUSTOMER**

Date: _____ **By Signature:** _____ **CUSTOMER**

Date: _____ **By Signature:** _____ **BANK REPRESENTATIVE**

MERCHANT AGREEMENT

This Merchant Agreement (the “Agreement”), effective as of the last date set forth on the signature block to this Agreement, is made by and between the entity set forth on the signature block to this Agreement under the heading “Merchant”, whose principal place of business is [] (referred to in this Agreement as “you” or “your”) and TD Bank, N.A. (referred to in this Agreement as “we”, “us” and “our”). You and us or we are collectively referred to in this Agreement as the “Parties”, and each may be referred to herein as a “Party”.

You have executed and submitted to us a Merchant Application (the “Application”) for the receipt by you of certain payment processing services from us, which Application and all attachments thereto, including the Merchant Processing Fees and Assessments, are hereby incorporated by reference with and into this Agreement. This Agreement sets forth the terms and conditions pursuant to which we agree to provide to you, and you agree to receive from us, payment processing services. As consideration for this Agreement, each Party makes the promises set forth herein and acknowledges the sufficiency of such promises.

1. ACCEPTANCE OF CARDS AND ADVERTISING

Honoring Cards

Subject to the Payment Network Rules, you shall promptly honor without discrimination any valid Cards properly presented for payment for goods and services provided by you under the terms of this Agreement. Cards shall be accepted for the sole purpose as payment for bona fide sales or leases of goods or services made in the ordinary course of your business consistent with current practices, and not for any other purposes. However, consistent with the Payment Network Rules, you may in your discretion refuse to honor any Card when there is reasonable doubt as to its validity or as to the identity or authorization of the person presenting the Card for payment.

Prohibitions On Honored Cards

You shall not charge any Cardholder a service, finance, carrying charge or other amount for any Card transactions, in addition to the price and other amounts that would have been charged for the transaction had it been for cash. You shall not require any Cardholder to provide personal information, such as a home or business telephone number, home or business address, or driver’s license number, as a condition for acceptance of the Card, unless required by the Payment Network Rules or if provision of such information is required under specific circumstances, such as mail, telephone or internet orders. You shall not establish minimum or maximum transaction amounts for sales to Cardholders as a condition for completing transactions with Cards, except as permitted under the applicable Payment Network Rules.

Advertising

You shall display Card service marks and promotional materials, as provided by us, to inform the public which Cards shall be honored at your place(s) of business. Your right to use or display Card service marks is solely as authorized by us and shall continue while this Agreement remains in effect or until you are notified by us or a Payment Network to cease their use and display. Subject to our authorization, you may use Card service marks on promotional, printed or broadcast materials only to indicate that Cards are accepted for payment, and you shall not indicate, directly or indirectly, that any Payment Network endorses any of your goods or services.

2. AUTHORIZATIONS

You agree to follow all procedures provided to you by us regarding the procedures for authorization of Transactions. Unless otherwise instructed by us, you shall obtain a valid authorization for every Transaction, and you shall document such authorization in the appropriate place on the sales data. We shall have no liability of any kind whatsoever arising from any communication or equipment failure which interferes with your ability to obtain authorization or causes you to receive invalid or improper authorization information.

You acknowledge and agree that an authorized Transaction does not constitute a guarantee of payment and may be subject to dispute or Chargeback. Moreover, you shall be responsible for each Transaction, regardless of any authorization, if you complete a transaction when: (a) the Cardholder is present and does not present his or her Card at the point of sale; (b) the Cardholder is not present or does not sign the sales receipt; (c) the signature on the sales receipt does not correspond to the signature appearing on the Card; or (d) the signature panel on the Card is blank.

3. SALES RECORDS

All sales records and credit vouchers shall be: (a) on forms or electronic formats supplied by us; (b) accurately completed with data that include the name of the Cardholder or other authorized user of the Card (if different from the Cardholder), your name, the transaction date, a description of the merchandise sold or services rendered, and the total cash price of the sale or the amount of the credit adjustment; and (c) except as otherwise specifically permitted under the Payment Network Rules (including sales made on the internet, or by telephone or mail order), signed by the Cardholder or other authorized user, whose signature shall be compared by you to the signature on the Card.

You agree to deliver to your customers in each Transaction a true and completed copy of a sales record or credit voucher, as the case may be.

4. PRESENTMENT

Presentment of Card Items

You agree to present all Card Items electronically to us, and to follow our procedures in presenting such Card Items. You shall not deliver to us any Card Item where there is, or would be upon presentment, a violation of any presentment warranty under the provisions of this Agreement and the Payment Network Rules as to that Card Item. All Card Items delivered to us by you shall represent obligations of a Cardholder or other authorized user in amounts set forth therein for goods sold or services rendered only, and shall not involve any elements of credit for any other purpose or otherwise be inconsistent with your Application. Accordingly, you represent and warrant that as of the date any Card Item is delivered to us, you have no knowledge or notice of any fact which would impair the underlying Transaction’s accuracy, validity, enforceability or value.

Disputes and Liability

You agree to bear the risk of loss or destruction of any Card Items until we receive such Card Item in a format acceptable to us. Your right to review, question or dispute your delivery of Card Items to us or our receipt of any Card Items delivered from you shall be limited to a period of 90 calendar days following the transaction date of the Card Item.

Rejection of Certain Transactions

In the event we identify a suspected restricted or prohibited Transaction (including a “restricted transaction” as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG), we may block or otherwise prevent or prohibit such Transaction. In addition, we reserve the right to refuse to accept Transactions presented by you for processing, to the extent that we reasonably believe that the processing of such Transactions may result in an increased risk to us, or if we reasonably believe that such Transactions may be subject to an increased likelihood of Chargeback or Cardholder dispute.

5. SETTLEMENT

You shall maintain an Account with us whenever we maintain a branch office within reasonable proximity to your place of business. You acknowledge that the Account shall be subject to the terms of our deposit account agreement(s) and that all deposits and other credits to the Account for debiting and crediting of Transactions or other payments constitute provisional credits only and are subject to our final audit and verification. You hereby authorize us to debit the Account for any and all amounts due to us without respect to the source of the funds in the Account, and this authority shall remain in full force and effect until terminated by mutual written consent of the Parties. With respect to any ACH settlement of Transactions, you: (a) agree to be bound by any and all applicable National Automated Clearing House Association rules; and, (ii) authorize us to initiate ACH credit and debit entries and adjustments to the Account. Upon notice from us to you, credit to the Account may be suspended or delayed by us. We shall not be liable for any delays in receipt of funds or error in Account entries caused by third parties, including the Payment Networks and any ACH networks. You shall not close the Account without providing us at least 5 days prior written notice of such closure and substituting another Account acceptable to us, as determined by us in our sole discretion. You shall be liable for all fees and costs associated with the Account.

If you believe that any adjustments should be made to the Account, you must notify us in writing within 15 days after the issuance of the relevant Account statement, or within 45 days after the posting of the disputed debit or credit entry, whichever comes first. We shall have no obligation to investigate the matter or effect any requested adjustment if you fail to provide such timely notice. Our investigation of any such matter shall not be deemed to create or imply any obligation on our part to continue such investigation or conduct any other investigation in response to any subsequent untimely or otherwise improper notice from you.

You shall not transfer, assign or encumber any of your rights to any payment, receivable or other amount due to you pursuant to this Agreement without our prior written consent.

6. RESERVE ACCOUNT

You agree that at any time and from time to time, we may designate and amend the Reserve Account. The Reserve Account may be established unilaterally by us by withholding funds that would otherwise be due to you, by debiting the Account, or by requesting and receiving a cash deposit from you. We may deduct and withdraw from the Reserve Account any amounts which are or become due to us pursuant to this Agreement. However, the existence of a Reserve Account shall not impair our right to debit the Account or to withhold ongoing settlement payments for Chargebacks, potential Chargebacks, or adjustments. If you fail to establish or maintain any required Reserve Account, we may immediately terminate this Agreement and exercise any and all of our other rights. The Reserve Account shall not bear interest, and you shall have no right to the return of funds in the Reserve Account until all of your existing, future or potential obligations under this Agreement are satisfied. In addition, and even if there are no outstanding amounts due from you to us upon termination of this Agreement, we may retain funds in the Reserve Account for such period of time after such termination as we deem necessary in our reasonable discretion. Your obligations arising pursuant to this Section 6 shall survive any termination of this Agreement.

7. CHIP CARD REQUIREMENTS

(a) You agree to implement a Processing Infrastructure that is compatible with our Card processing infrastructure, in accordance with the Payment Network Rules, and agree to be fully responsible for the cost of the implementation of the Processing Infrastructure,

(b) You agree to permit us, the Payment Networks, or our or their agents, to verify the compliance of your Processing Infrastructure with the Payment Network Rules and agree to be fully responsible for all the costs of verification of your compliance.

(c) Unless you (i) have implemented the Processing Infrastructure; and (ii) process a chip Transaction in accordance with applicable Payment Network Rules, you will be solely liable for any Chargeback relating to a Transaction involving a Card with both a chip and a magnetic stripe.

8. CHARGEBACKS

You shall use all reasonable methods to resolve any disputes with the Cardholder. Should a Chargeback dispute occur, you shall promptly comply with all requests for information from us. We shall not attempt to recharge a Cardholder for an item that has been charged back to the Cardholder, even with the Cardholder's consent. You shall have full liability for the amount of any and all full or partial successful Chargebacks (and may have conditional liability for such Chargebacks prior to their final adjudication pursuant to the Payment Network Rules).

9. EXCHANGES AND RETURNS

You shall establish a fair policy for the exchange and returns of goods, consistent with the Payment Network Rules and Applicable Law and clearly provided to, or otherwise made available to, the Cardholder prior to a Transaction, shall give proper credit to Cardholders for all such returns or other adjustments, and shall issue credit vouchers therefor. Upon the receipt of any such credit voucher, we shall charge your Account for the total amount shown thereon. You shall effect all credit adjustments by credit vouchers and shall not make cash refunds for any Transactions.

10. COMPLIANCE WITH LAW AND PAYMENT NETWORK RULES

Applicable Law

You agree to comply with all Applicable Law, including requirements regarding anti-money laundering, the completion of Transactions and the submission of Transaction Data to us, the performance of your obligations under this Agreement, and the conduct of your business,

Payment Network Rules and Related Provisions

You agree to comply with the Payment Network Rules, as the same may be amended from time to time. The Payment Network may change with little or no advance notice to you, and you agree to be bound by all such changes, regardless of whether you have received notice of any such changes. In the event of any inconsistency between this Agreement and the Payment Network Rules, the Payment Network Rules shall govern.

Without limiting the foregoing, you agree to comply with all Agreement provisions relating to the applicable Payment Networks that we provide to you in writing at any time on or after the date of this Agreement, and you acknowledge and agree that such provisions are hereby incorporated by reference with and into this Agreement.

11. DATA SECURITY AND DATA BREACHES

Data Security Obligations

You agree to establish and maintain security procedures to protect Cardholder information and Transaction Data and to comply with the data security requirements of the Payment Networks, including compliance with the Payment Card Industry Data Security Standards (PCI DSS). You acknowledge that PCI DSS applies to you and to any agent or third party provider that you may use to store, process or transmit Cardholder information and that such agents or third party providers must be registered with the applicable Payment Networks. Therefore, you shall:

- (a) notify us in writing of any agent or third party provider that engages in, or proposes to engage in, the provision of payment related services and/or the storing, processing or transmission of Cardholder information on your behalf, regardless of the manner or duration of such activities; and
- (b) ensure that all such agents and third party providers are (i) registered with the applicable Payment Networks; and (ii) comply with all applicable data security requirements, including PCI DSS.

You are solely responsible for the compliance of any and all third parties that are given access by you to Cardholder information and of any third party software that you may use, including any point-of-sale solution, application or software for facilitating payment processing.

The Payment Networks or us, and our respective representatives, may inspect your premises and systems for compliance with security requirements. You acknowledge that any failure to comply with applicable security requirements may result in the imposition of restrictions on you, the prohibition of your participation in acceptance programs by the Payment Networks, and/or the termination of this Agreement.

You further acknowledge that your compliance with the data security requirements of the Payment Networks and PCI DSS may not prevent a breach of or intrusion into any of your systems, and may result in possible subsequent Payment Network fines or penalties, for which you shall be solely responsible. It is your sole and exclusive obligation to be vigilant in maintaining and updating your security posture on a continuous basis to protect Cardholder information and Transaction Data.

You shall provide us with evidence of compliance upon request. Failure to comply with these requirements may result in a non-compliance fine.

Data Breach

In the event of a suspected or confirmed breach of Cardholder information, you shall immediately (within 24 hours) notify us. You further acknowledge and agree to comply with Payment Network requirements related to a breach of Cardholder information, which may include engaging an authorized Payment Network third party incident response assessor. You agree to fully cooperate with any such investigation and comply with all requirements and requests by us and/or the Payment Networks, including (a) assisting with any mitigation efforts to contain any further unauthorized release of Cardholder information, and (b) providing immediate access to all facilities, systems, procedures, equipment, and documents as may be deemed appropriate by us and/or the Payment Networks for inspection or audit, as deemed appropriate in our sole discretion. You shall be responsible for all costs incurred by us or the Payment Networks with respect to such inspection and audit.

In addition, if you have not purchased data breach protection from us that covers some of the costs that may be related to a data breach, you shall be responsible for all data breach remediation costs or fines and penalties, including the costs associated with credit monitoring for affected Cardholders. If you have purchased data breach protection from us, you shall be responsible for any data breach remediation costs or fines and penalties not covered by such data breach protection product.

12. INFORMATION ABOUT YOUR BUSINESS

Submitted Information

You represent and warrant that any and all Applications and any other documentation submitted by you to us have been authorized by, and are binding on, you. You also represent and warrant that all statements of fact contained in such materials are true and accurate as of the date of this Agreement.

Credit Reports and Reporting

You authorize us, and any of our agents, to perform any credit checks that we deem necessary with respect to you and your obligations under this Agreement, including obtaining and using credit reports and exchanging credit information in connection with this Agreement. In addition, you hereby authorize us to obtain your personal credit reports, and/or make employment or other inquiries deemed necessary by us in connection with this Agreement. You have the right to ask if a consumer credit report is requested by us, and if you ask you will be informed of the name and address of the consumer reporting agency that furnished the report. You understand and agree that we can and will furnish certain information about you, including information concerning your personal or business accounts, to consumer reporting agencies and others who may properly receive such information.

Financial Statements

Upon our request, you shall provide us with copies of your annual audited financial statements and annual reports within 90 days after the end of your fiscal year. In addition, upon our request, you shall provide us with copies of your unaudited financial statements within 30 days after the end of each calendar quarter.

Transactional Information.

Upon our request you shall use commercially reasonable efforts to assist us in the resolution of any Chargeback, dispute or complaint and shall provide to us all related documentation in your or your agents' possession relating to such Chargeback, dispute or complaint.

Periodic Updates

You agree to provide us at least 30 days' prior written notice of your intent to change current product lines or services, the types of payments that you accept, or the manner by which you accept such payments. You also agree to provide us with prompt written notice upon the occurrence of any of the following: (a) you are subject to any voluntary or involuntary bankruptcy or insolvency petition or proceeding; (b) you experience any adverse change in your financial condition; (c) you expect or experience any liquidation or substantial change in the nature of your business; (d) you expect or experience at least {25%} of the total value of your assets becoming encumbered or subject to a judgment, levy or attachment; (e) you agree to sell or transfer (or complete such sale or transfer) of at least {25%} of the total value of your assets; (f) you expect or experience a change in the control or ownership of you that results in a change of more than {25%} of the total outstanding equity in you as of the date of this Agreement; or (g) any of the information provided to us on the Application is or becomes inconsistent with your activities.

Additional Requested Information

Upon 3 days' written notice at any time, you shall provide us with such financial and other information as we may request relating to you and/or your ability to satisfy your financial and other obligations under this Agreement.

Our Rights To Make Further Inquiries

Upon the delivery of prior notice to you, during your normal business hours, our duly authorized representatives may visit your business premises to confirm your compliance with the terms of this Agreement, to examine your books and records in connection with such compliance, including your books and records

related to Transactions, and to make copies of your books and records related to such Transactions. You hereby grant us a security interest in any transactional documentation related to the Transactions, and you grant us the right to access such transactional information and to copy such transactional information, as requested from time to time by us in our sole discretion.

13. FEES

Merchant Processing Fees and Assessments

In addition to your obligation to pay certain amounts under this Agreement, you agree to pay all fees, expenses and charges in the amounts and manner as specified in the Merchant Processing Fees and Assessments as included in the Application and as amended from time to time in accordance with the terms of this Agreement. Notwithstanding the terms of this Agreement, we are not required to provide to you the advance notice, if any, required for an amendment of this Agreement for an increase in any fees, expenses and charges in the event that any Payment Network increases its fees and the effective date for implementation of the increase in the Processing Fees is less than such required advance notice. In such cases, we shall make reasonable efforts to provide reasonable notification to you of such increase. However, failure to provide advance notice of such increase in fees, expenses and charges shall not affect your obligation to pay such increased amounts.

Fines and Penalties

You further agree to pay any and all fines, fees, penalties and assessments assessed by us or a Payment Network on account of your failure to comply with: (a) our payment acceptance rules, regulations or procedures, or (b) the Payment Network Rules.

14. RIGHT TO USE MERCHANT NAME

Notwithstanding anything to the contrary set forth in this Agreement, we shall have the right to use your name for any marketing purposes that we elect to undertake in our sole discretion. Such right shall not include the use of any of your trademarks, which we shall not use without your approval.

15. REPRESENTATIONS, WARRANTIES AND COVENANTS

You hereby make the following representations, warranties and covenants, which shall be deemed to be made each day of the term of this Agreement:

- (a) You: (i) are duly organized, validly existing and in good standing under the laws of the jurisdiction of your incorporation; (ii) are duly licensed or qualified to do business and is in good standing as a foreign corporation in all jurisdictions in which the conduct of its business or the activities in which it is engaged makes such licensing or qualification necessary; and (iii) have all necessary licenses, permits, consents or approvals from or by all governmental entities to the extent required for the conduct and operation of its business.
- (b) You have the requisite authority and power to enter into this Agreement and to perform its obligations under this Agreement. The execution, delivery and performance of this Agreement have been duly authorized by all required corporate action. This Agreement has been duly executed and delivered by you and represents a legal, valid and binding obligation of you, enforceable against you in accordance with its terms.
- (c) The execution, delivery and performance by you of this Agreement do not: (i) violate, or result in the breach of, any provision of your organizational documents; (ii) conflict with, or result in the breach of, require consent under, or constitute a default under, any contract by which you are bound, or (iii) violate any Applicable Law of Payment Network Rules applicable to you.
- (d) You have obtained all material licenses, consents or permissions necessary to perform your obligations under this Agreement.
- (e) You hereby certify that any all information provided by you in the Application, and that any and all information that you provide to us from time to time under this Agreement is true, accurate and complete.
- (f) You have and will comply with all Applicable Laws and Payment Network Rules in connection with your performance of your obligations under this Agreement.

16. INDEMNIFICATION AND PERSONAL GUARANTEE

Indemnitee

You agree to indemnify, hold harmless and defend us from and against any and all losses, liability, damages, claims, penalties, costs, or expenses incurred by us or a third party (including reasonable attorney's fees and costs of defense): (a) arising out of any breach by you of any provision of this Agreement; (b) arising out of your use of the services that we provide to you under this Agreement; (c) arising out of any unlawful, willful, negligent or fraudulent action or omission by you or your personnel that is in any way related to this Agreement or the obligations of you or us hereunder; or (d) arising out of any third party indemnification or payment that we are required to make, or out of any liability or other obligation that we incur, as a result of any action or omission by you or your personnel.

Personal Guarantee

As a primary inducement for us to enter into this Agreement with you, the Guarantor(s), individually and severally, hereby agree to be bound by all terms and provisions of this Agreement to the same extent and in the same manner as you, and unconditionally and irrevocably, personally guarantee the continuing full and faithful performance and payment by you of each and all of your duties and obligations to us under this Agreement, as this Agreement may be amended from time to time, with or without notice to Guarantor(s).

Guarantor(s) understands that we, without notice to Guarantor(s), may from time to time renew or extend this Agreement, modify rates, limits, charges and fees, or modify the amount or type of services provided to you, all of which may increase the Guarantor's obligations hereunder. Guarantor(s) further understands that we may proceed directly against Guarantor(s) without first exhausting our remedies against you or any other person or entity. The guaranty set forth in this Section 16 is a continuing guaranty and shall not be discharged or affected by the release or discharge of you or the death of the Guarantor(s). The guaranty set forth in this Section 16 shall bind all heirs, administrators, and representatives of the Guarantor(s) and may be enforced by or for the benefit of any successor of us. To the fullest extent permissible under applicable law, Guarantor(s) waives any and all rights of subrogation, reimbursement or indemnity from you and all other rights and defenses available to Guarantor(s).

To the extent that we accept the Application without any signature on the "Guarantor" signature line(s) of the Application, then this section entitled "Personal Guarantee" shall not apply to the Parties.

17. LIMITATION OF REMEDIES AND DISCLAIMER

Limitations of Liability

We shall, at our own expense, correct any Transaction Data to the extent that such errors have been caused by us or by our systems. Under no circumstances shall our financial responsibility for our failure to perform our obligations under this Agreement exceed the total fees paid to us under this Agreement for the 3 months prior to the time the liability arose.

No Consequential Damages

In no event shall we be liable for special, incidental, indirect, consequential or exemplary damages or for any interruption or loss of use, data, business or profits, whether or not such loss or damages were foreseeable or we were advised of the possibility thereof and regardless of whether any limited remedy herein is insufficient.

No Warranties

We specifically disclaim all warranties of any kind, expressed or implied, including any warranty of merchantability or fitness for a particular purpose with respect to the services provided by us hereunder. Without limiting the generality of the foregoing, we do not guarantee or warrant that the services provided by us shall be uninterrupted or error-free.

18. TERM AND TERMINATION

Term

This Agreement shall become effective upon the date that you and us agree to it by executing it and shall continue until it is terminated in accordance with the terms of this Agreement.

Termination

This Agreement may be terminated immediately upon written notice by us to you in the event that: (a) you breach any term or condition of this Agreement, if such breach remains uncured 30 days after your receipt of written notice of such breach from us; (b) you breach any other agreement between us and you, or any other legal obligation owing from you to us; (c) we, in our sole discretion, are not satisfied with your financial condition or believe that you may not be able to continue to satisfy your obligations under this Agreement; (d) you are subject to any voluntary or involuntary bankruptcy or insolvency petition or proceeding, and such proceeding shall continue undismissed or unstayed for a period of 60 consecutive days; (e) any Payment Network notifies us that it is no longer willing to accept your Transaction Data or requires us to terminate or limit this Agreement; (f) you or any of you affiliates are listed in one or more databases of terminated or high risk parties maintained by the Payment Networks; or (g) you engage in conduct that creates or may create harm or loss to the goodwill of any Payment Network or us.

This Agreement may be terminated immediately upon written notice by us to you in the event that any change under Applicable Law or to the Payment Network Rules is likely to make our continued performance under this Agreement impossible or impracticable under the circumstances.

This Agreement may be terminated immediately upon written notice by us to you in the event that any Adverse Development.

This Agreement may be terminated immediately upon written notice by you to us in the event that we breach any term or condition of this Agreement, and such breach remains uncured 30 days after our receipt of written notice of such breach from you.

In addition to other termination rights set forth herein, this Agreement also may be terminated upon 30 days prior written notice from either Party to the other

Party, in the terminating Party's sole discretion, with or without cause, provided that you shall not terminate this Agreement pursuant to this sentence prior to the {2-year-} anniversary of the date of this Agreement.

Inadvertent Termination

If you attempt to terminate this Agreement prematurely, you shall be obligated to pay us all outstanding fees and amounts, accelerated to the attempted termination date.

19. SURVIVAL

Notwithstanding any termination of this Agreement, the following provisions shall survive the termination of this Agreement: Section 4 (Disputes and Liability only), Section 6, Section 8, Section 10, Section 11, Section 13, Section 16, Section 17, this Section 19, and Sections 22 through 35.

20. FORCE MAJEURE

Neither Party shall be liable for delays in processing or other nonperformance caused by such events as fires, telecommunications failures, utility failures, power failures, equipment failures, labor strife, riots, war, terrorist attack, nonperformance of our vendors or suppliers, acts of God, or other causes over which the respective Party has no reasonable control, provided that nothing in this sentence shall affect or excuse your liabilities and obligations for compliance with Payment Network Rules, Chargebacks, refunds, or unfulfilled products and services.

21. AMENDMENTS

We may amend this Agreement at any time, and from time to time, upon not less than {5} days prior written notice to you. Notwithstanding the foregoing, in the event the terms of this Agreement must be amended pursuant to a change required by the Payment Network Rules or Applicable Law, such amendment shall be effective immediately. Your continued submission of Transactions to us following any amendment of this Agreement shall be deemed to constitute your acceptance of such amendment.

22. GOVERNING LAW; ATTORNEYS' FEES

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to any conflict of laws provisions. Any action, proceeding, litigation, mediation or arbitration relating to or arising from this Agreement shall be brought exclusively in the federal courts in the county of New Castle in the State of Delaware. You shall be liable for and indemnify us and our affiliates, officers, directors, employees and agents against any and all attorney's fees, costs and expenses incurred by us in the enforcement of your obligations under this Agreement.

23. WAIVER OF JURY TRIAL

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT.

24. NOTICES

Unless otherwise expressly stated in this Agreement, all notices hereunder shall be in writing and either hand delivered, faxed, sent by electronic mail, sent by overnight courier, or mailed first class (postage prepaid). Notices shall be deemed to be received: (a) upon physical receipt, if hand delivered; (b) on the same day as delivery, if faxed or sent by electronic mail; (c) on the immediately succeeding day after the notifying Party delivers the notice to a courier, if sent by overnight courier; and (d) on the third day after the notifying Party sends the notice, if mailed first class (postage prepaid), if such notice is delivered, sent mailed to the receiving Party at the address or contact information set forth {in the Application-} or to such other address or contact information as either Party may from time to time specify to the other Party in writing.

25. SECTION HEADINGS

The section headings of this Agreement are for convenience only and do not define, limit, or describe the scope or intent of this Agreement.

26. ASSIGNMENT

We may assign this Agreement to an entity qualified under Payment Network Rules to perform our obligations under this Agreement. You shall not assign or transfer your rights or delegate your obligations under this Agreement without our prior written consent. Failure to obtain our consent shall be deemed to be a material breach of this Agreement, not subject to cure. Any permitted assignee or successor entity to you must provide such additional information and execute such additional documentation or take any further actions as we may request in order to ensure continued performance of services by us under this Agreement.

27. SEVERABILITY

Should any provision of this Agreement be determined to be invalid or unenforceable under Applicable Law or Payment Network Rules, such determination shall not affect the validity or enforceability of any other provision of this Agreement. You acknowledge that we can and will replace any invalid or unenforceable provision with a valid, enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

28. WAIVER

No term or condition of this Agreement may be waived except pursuant to a written waiver executed by the Party against whom such waiver is sought to be enforced.

29. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the Parties with respect to the matters contained herein and supersedes any prior agreements between the Parties with respect to such matters. You agree that in entering into this Agreement you have not relied on any statement of us or our representatives.

30. RELATIONSHIP OF PARTIES

It is understood and agreed that the relationship of the Parties is that of independent contractors, and nothing in this Agreement may be construed as constituting a partnership, joint venture or agency between us and you.

31. CUMULATIVE RIGHTS AND REMEDIES

All of our rights and remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to us at law, in equity or otherwise.

32. HEADINGS

The headings to each part of the Agreement are added for convenience and do not change the meaning of any provision of the Agreement.

33. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one original document.

34. RULES OF CONSTRUCTION

The words "hereof," "herein" and "hereunder" and other words of similar import refer to this Agreement in its entirety and not to any part of this Agreement unless the context requires otherwise. The word "including" is not intended to be exclusive and means "including, but not limited to."

35. DEFINITIONS

"Account" means a commercial checking account.

"ACH" means Automated Clearing House.

"Adverse Development" means any event, development, circumstance, state of facts or effect (including a change in Applicable Law or a change in the Payment Network Rules) that, individually or in the aggregate, (a) has had or would reasonably be expected to have an adverse effect, other than a de minimis adverse effect, on the business, operations or financial condition of us, or (b) has impaired or would reasonably be expected to impair, other than a de minimis impairment, our ability to perform our obligations under this Agreement (and, for the avoidance of doubt, any adverse or negative publicity mentioning us, or damage to our reputation).

"Agreement" has the meaning set forth in the preamble to this Agreement.

"Applicable Law" means, with respect to any Party, any law (including common law), ordinance, statute, treaty, order, rule, regulation, directive, regulatory guidance, opinion, interpretation, consent, approval, authorization or other determination or finding of any governmental body with jurisdiction over such Party that is applicable to or binding upon such Party or to which such Party or its assets is subject, whether federal, state, county, local, foreign or otherwise.

"Application" has the meaning set forth in the preamble to this Agreement.

"Card" means a credit, debit, or prepaid card issued pursuant to the rules and regulations of the Payment Networks.

"Card Item" means sales records, credit vouchers, and similar documents and items used in connection with the processing of a Transaction, including Transactional Data.

"Cardholder" is the person or entity to whom a Card is issued or who is otherwise authorized to use a Card.

"Chargeback" means a reversal of a Transaction you previously presented to us pursuant to the Payment Network Rules.

"Guarantor" means any party who signs on the "Guarantor" signature line(s) of the Application. "Party" and "Parties" have the meaning set forth in the preamble to this Agreement.

"Payment Network" means any payment method provider whose payment method is accepted by us for processing, including Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit, debit and prepaid card providers.

“Payment Network Rules” means the bylaws, rules and regulations, as they exist from time to time, of the Payment Networks.

“Processing Infrastructure” means a Card processing infrastructure capable of processing chip Cards.

“Reserve Account” means an amount of funds that you must maintain on deposit with us to protect us against the risk of existing, future or potential Chargebacks and to satisfy any other of your obligations under this Agreement.

“Transaction” means a transaction conducted between a Cardholder and you utilizing a Card in which consideration is exchanged between the Cardholder and you.

“Transaction Data” means the written or electronic record of a Transaction, including an authorization code or settlement record.

“you” and “your” have the meaning set forth in the preamble to this Agreement.

“we”, “us” and “our” have the meaning set forth in the preamble to this Agreement.

36. ALTERNATIVE DISPUTE RESOLUTION PROVISION FOR AMERICAN EXPRESS ACCOUNTS

Merchant is choosing to participate in the OptBlue Program of American Express.

In the event that you or we are not able to resolve a Claim, this Section 36 explains how Claims may be resolved through arbitration. You or we or American Express may elect to resolve any Claim by binding individual arbitration. Claims will be decided by a neutral arbitrator. If arbitration is elected by any party to resolve a Claim, the parties understand and agree that neither you nor we nor American Express will have the right to litigate or have a jury trial on that Claim in court. Further, you, we, and American Express understand and agree that the parties will not have the right to participate in a class action or in a representative capacity or in a group of persons alleged to be similarly situated pertaining to any Claim subject to arbitration under the Merchant Agreement. Arbitrator’s decisions are final and binding, with very limited review by a court, and once confirmed by a court of competent jurisdiction, an arbitrator’s final decision on a Claim is generally enforceable as a court order. Other rights you, we, or American Express would have in court may also not be available in arbitration.

Claims may be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Section 36 and the selected arbitration organization’s rules in effect when the Claim is filed, except where those rules conflict with Section 36. Contact JAMS or AAA to begin an arbitration or for other information. Claims may be referred to another arbitration organization if all parties agree in writing, if American Express or we, on one hand, selects the organization and you, on the other hand, select the other within 30 days thereafter or if an arbitrator is appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (FAA). Any arbitration hearing will take place in New York, NY.

If any party elects to resolve a Claim by arbitration, that Claim will be arbitrated on an individual basis. No Claim is to be arbitrated on a class or purported representative basis or on behalf of the general public or other persons allegedly similarly situated. The arbitrator’s authority is limited to Claims between you, us, and American Express. An arbitration award and any judgment confirming it will apply only to the specific case brought by you, us or American Express and cannot be used in any other case except to enforce the award as between you, us and American Express. This prohibition is intended to, and does, preclude you from participating in any action by any trade association or other organization against American Express. Notwithstanding any other provision in this Section 36, if any portion of these limitations on Arbitration set forth in this Section 36 is found invalid or unenforceable, then the entire Section 36 (other than this sentence) will not apply, except that you, we, and American Express do not waive the right to appeal that decision.

You, we, or American Express may elect to arbitrate any Claim that has been filed in court at any time before trial has begun or final judgment has been entered on the Claim. You, we, or American Express may choose to delay enforcing or to not exercise rights under this Section 36, including the right to elect to arbitrate a claim, without waiving the right to exercise or enforce those rights on any other occasion. For the avoidance of any confusion, and not to limit its scope, this Section 36 applies to any class-action lawsuit relating to the “Honor All Cards,” “non-discrimination,” or “no steering” provisions of the American Express Merchant Regulations, or any similar provisions of any prior American Express card acceptance agreement, that was filed against American Express prior to the effective date of the Agreement to the extent that these claims are not already subject to arbitration pursuant to a prior agreement between Merchant and American Express.

The arbitrator will have the power and authority to award any relief that would have been available in court and that is authorized under the American Express Merchant Regulations. The arbitrator has no power or authority to alter the Agreement or any of its separate provisions, including this Section 36.

You, we, or American Express may seek equitable relief in aid of arbitration prior to arbitration on the merits if necessary to preserve the status quo pending completion of the arbitration. This Section 36 shall be enforced by any court of competent jurisdiction.

American Express will not elect arbitration for any Claim you properly file in a small claims court so long as the Claim seeks individual relief only and is pending only in that court.

This Section 36 is made pursuant to a transaction involving interstate commerce and is governed by the Federal Arbitration Act. The arbitrator shall apply New York law and applicable statutes of limitations and honor claims of privilege recognized by law. The arbitrator shall apply the rules of the arbitration organization selected, as applicable to matters relating to evidence and discovery, not federal or any state rules of procedure or evidence, provided that any party may ask the arbitrator to expand discovery by making a written request, to which the other parties will have 15 days to respond before the arbitrator rules on the request. If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing under the rules of the selected arbitration organization. At the timely request of a party, the arbitrator will provide a written opinion explaining his/her award. The arbitrator’s decision will be final and binding, except for any rights of appeal provided by the FAA. Judgment on an award rendered by the arbitrator may be entered in any state or federal court in the federal judicial district where your headquarters or your assets are located.

The arbitration proceeding and all information submitted, relating to or presented in connection with or during the proceeding, shall be deemed confidential information not to be disclosed to any person not a party to the arbitration. All communications, whether written or oral, made in the course of or in connection with the Claim and its resolution, by or on behalf of any party or by the arbitrator or a mediator, including any arbitration award or judgment related thereto, are confidential and inadmissible for any purpose, including impeachment or estoppel, in any other litigation or proceeding; provided, however, that evidence shall not be rendered inadmissible or non-discoverable solely as a result of its use in the arbitration.

You will be responsible for paying your share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. American Express will be responsible for any additional arbitration fees. At your written request, American Express will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

If the arbitrator rules in your favor against American Express for an amount greater than any final settlement offer American Express made before arbitration, the arbitrator’s award will include: (1) any money to which you are entitled as determined by the arbitrator, but in no case less than \$5,000; and (2) any reasonable attorneys’ fees, costs and expert and other witness fees incurred by you.

For purposes of this Section 36 only, (i) “American Express” includes its affiliates, licensees, predecessors, successors, or assigns, any purchasers of any receivables, and all agents, directors, and representatives of any of the foregoing, (ii) “You” includes your affiliates, licensees, predecessors, successors, or assigns, any purchasers of any receivables and all agents, directors, and representatives of any of the foregoing, (iii) “Claim” means any allegation of an entitlement to relief, whether damages, injunctive or any other form of relief, against American Express or any other entity (including you or us) that American Express has the right to join, including any allegation involving a transaction using an American Express product or network or regarding an American Express policy or procedure, and (iv) American Express Merchant Regulations means the then-current American Express regulations applicable to you located at the following URL: https://www209.americanexpress.com/merchant/services/en_US/merchant-regulations, or a successor URL as determined by American Express.

MERCHANT	MERCHANT	TD BANK, N.A.
By: Signature _____	By: Signature _____	By: Signature _____
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

By selecting the “I Accept” button, you are signing this Agreement electronically. You agree your electronic signature is the legal equivalent of your manual/handwritten signature on this Agreement. By selecting “I Accept” using any device, means or action, you consent to the legally binding terms and conditions of this Agreement. You further agree that your signature on this document (hereafter referred to as your “E-Signature”) is as valid as if you signed the document in writing. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature, and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting agreement between you and us. You are also confirming that you are authorized to enter into this Agreement. You further agree that each use of your E-Signature constitutes your agreement to be bound by the terms and conditions of this Agreement as they exist on the date of your E-Signature.

TD eBill SolutionSM

Our comprehensive TD eBill Solution gives you more control over the way your customers pay you, helping to automate your receivables and streamline your back office operations.



Overview

TD eBill Solution provides your business with an outsourced payment and presentment portal that in turn gives your Customers the flexibility and convenience to pay their bills online. A secure electronic payment portal with your brand can be linked to or fully integrated with your website. Providing bills electronically eliminates printing and mailing costly paper statements, improves the customer experience and significantly accelerates your accounts receivable. Daily, TD Bank will clear payments, credit your account and provide you with data to update your receivable system.

How it works

TD offers a flexible solution for creating electronic bills with many options for payment. You can provide full detail or summarized versions of your customers' bills. Your customers can create one-time or recurring payments directly from your website using ACH or debit/credit cards. On a daily basis, ACH payments are sent to TD Bank for settlement and the card transactions are sent to your merchant processor. The ACH items are credited to your TD Bank account when they are settled. The card transactions are credited to your account by your merchant processor. Merchant Services are also offered by TD Bank.

You will have access to an online platform to view and research billing and payment information. The online platform also allows your employees to enter payment requests from your customers that are received over the phone. Integrated Voice Response (IVR) technology is another alternative for your customers to initiate phone-based payments. A file containing all payments made through one of these options will be produced so that you can update your receivable system daily.

Key features

Convenience and ease-of-use

- Simple enrollment process
- Notifications and reminders

Flexibility

- One time, recurring and future-dated payments
- Customer service and IVR payment initiation
- Payments by bank account (ACH), credit card and debit card
- Summary and detailed E-bill

Configurable platform

- Customizable branded website

Safety and security

- PCI Level 1 certified, HIPAA compliant, SSAE 16 data centers
- Hosted SAAS solution



America's Most Convenient Bank®

Best suited for Customers who:

- Generate business or consumer bills and would like to present information electronically and increase the number of electronic payments.
- Look for an opportunity to reduce expenses and enhance self-service.
- Want to offer their customers different payment options.
- Look to increase their website traffic.
- May be a hospital, physician, dental group, utility company, property manager or a government entity.

Questions and answers

What are the configuration options for the online portal?

There are four configuration options.

- Choose a fully developed and hosted website with your brand that your customers can access via a link from your website.
- Have your customers sign onto your website for authentication before being passed to the billing website to create payments.
- If you already have online bill presentment and payment capability, you may choose to direct payments to TD Bank for processing.
- A single sign-on option is also available to simplify the authentication process for your customers.

How are bills displayed for my customers?

Information can be displayed online, either summarized or with full details. You may also choose to make statements available for viewing via PDF.

How would our receivable system be updated?

Daily, a remittance file is created and transferred securely to you, or made available through a secure web portal. Alternatively, if you receive a small number of payments, you can view the payment detail on the web portal and manually update your receivable system.

What payment options are available to my customers with TD eBill Solution?

Your customers can initiate ACH, debit card, and credit card payments on a one-time or recurring basis. Payments can be initiated through a variety of channels including online, an automated phone system, or through your customer service team that enters payments into the administrative online service. With TD eBill Solution, you'll have the flexibility to create a scalable payment solution that best complements your receivables strategy today, and into the future.

Benefits

Value for your business

- Cost effective platform delivers a rich set of tools, once only available to large corporations.
- Reduce billing expenses; paper, printing and postage costs.
- Get paid faster. Reduce days sales outstanding and improve cash flow.
- Simplifies operations. Integrated platform to bill and process receivables electronically.
- Easy to get started. Minimal resources to implement based on configuration options.

Value for your Customer

- Easy to use with any device anytime, anywhere. View bills, make payments and set up recurring payments. Enrollment is simple.
- Saves time and money – no need to write and mail checks.
- Email notifications and reminders when bills are due or past due.

Put the power of TD Bank to work for you.

Call 1-888-388-0408 to see how we can help your business today.



America's Most Convenient Bank®

Report of Independent Accountants



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Report of Independent Accountants

The Board of Directors
TD Bank US Holding Company

We have examined management's assertion, included in the accompanying Report of Management on TD Bank US Holding Company's Internal Control Over Financial Reporting - Reporting at a Bank Holding Company Level (Report of Management), that TD Bank US Holding Company (the Company) maintained effective internal control over financial reporting as of October 31, 2015, based on criteria established in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework - the COSO criteria). TD Bank US Holding Company's management is responsible for maintaining effective internal control over financial reporting, and for its assertion of the effectiveness of internal control over financial reporting, included in the accompanying Report of Management. Our responsibility is to express an opinion on management's assertion based on our examination.

We conducted our examination in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our examination included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our examination also included performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process effected by the board of directors, management, and other personnel, designed to provide reasonable assurance regarding the reliability of financial reporting and preparation of reliable financial statements in accordance with U.S. generally accepted accounting principles and financial statements for regulatory reporting purposes (i.e. the Parent Company Only Financial Statements for Large Holding Companies (Form FR Y-9LP, filed by TD Bank US Holding Company) and Federal Financial Institutions Examination Council Consolidated Reports of Condition and Income (Call Report, filed by TD Bank National Association and TD Bank USA National Association). Because management's assessment and our examination were conducted to meet the reporting requirements of Section 112 of the Federal Deposit Insurance Corporation Improvement Act (FDICIA), our examination of TD Bank US Holding Company's internal control over financial reporting included internal control over the preparation of financial statements in accordance with U.S. generally accepted accounting principles and with the instructions to the Form FR Y-9LP and Call Report. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with U.S. generally accepted accounting principles and financial statements for regulatory reporting purposes, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and the board of directors; and (3) provide reasonable assurance regarding prevention, or timely detection and correction of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.



Because of its inherent limitations, internal control over financial reporting may not prevent, or detect and correct, misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, management's assertion that TD Bank US Holding Company maintained effective internal control over financial reporting, including internal control over the preparation of regulatory financial statements, in accordance with the instructions for the Parent Company Only Financial Statements for Large Holding Companies (Form FR Y-9LP, filed by TD Bank US Holding Company) and Federal Financial Institutions Examination Council Consolidated Reports of Condition and Income (Call Report, filed by TD Bank National Association and TD Bank USA National Association) as of October 31, 2015 is fairly stated, in all material respects, based on the COSO criteria.

We have also audited, in accordance with auditing standards generally accepted in the United States, the consolidated balance sheets of TD Bank US Holding Company as of October 31, 2015 and 2014 and the related consolidated statements of income comprehensive income, changes to equity and cash flows for each of the two years ended, and our report dated December 17, 2015 expressed an unmodified opinion thereon.

Ernst & Young LLP

December 17, 2015

Drug and Alcohol Abuse Free Workplace

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

TD Bank, N.A. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for the drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

September 22, 2016
Date

*TD Bank signs subject to the included Drug and Alcohol Abuse Free Workplace Form.

DRUG AND ALCOHOL ABUSE FREE WORKPLACE

Given the lingering effects of illegal drug use and alcohol abuse, it is our Policy to maintain an environment free of drug and alcohol abuse, and to comply with federal, state, and local laws and regulations which prohibit or otherwise regulate the use, sale, transfer, manufacture, distribution, or possession of alcohol and illegal drugs. To these ends, TD Bank, by and as outlined in this Policy: (1) has established certain rules, expectations and prohibitions relating to drug/alcohol use and abuse applicable to all Employees; and (2) conducts pre-employment drug testing of all applicants for courier and other positions that regularly entail operating a company vehicle (referred to in this Policy and in the State Supplements to this Handbook as “covered driving positions”) and post-accident drug and/or alcohol testing of Employees in covered driving positions.

POLICY STANDARDS-REGULATIONS AND PROHIBITIONS

The following standards and regulations apply to all Employees and are designed to prevent substance abuse:

ILLEGAL DRUGS

The use, sale, possession, distribution, manufacture, or transfer of illegal drugs on Company premises (including buildings, parking lots, surrounding grounds and in Company owned or leased motor vehicles), during working hours (including paid and unpaid breaks and meal times), on Company business, and/or at Company-sponsored events, is strictly prohibited. It is also a violation of this Policy for any Employee to report to work under the influence of a controlled substance that has not been prescribed by a licensed physician, or that has not been taken in accordance with prescription and dosing instructions.

Illegal drugs means all drugs the use or possession of which is illegal under federal, state, or local law, as well as prescription medication which is used in a manner inconsistent with the prescription or for which the individual does not have a valid prescription.

Where reasonable suspicion exists to believe that an Employee has violated the foregoing prohibitions, the Company will notify and cooperate with law enforcement representatives in any related investigation (e.g., permitting drug detection/sniffing dogs on company property) and prosecution.

In compliance with applicable law, any Employee who pleads guilty or is convicted of a criminal drug offense for a violation that occurred in the workplace must notify TD Bank within five (5) days of conviction. Such guilty pleas or convictions will result in disciplinary action up to and including termination of employment.

Any Employee who pleads guilty, enters into a plea bargaining agreement or Pre-Trial Intervention (PTI), or is convicted of a criminal drug offense, must notify TD Bank within five (5)

days of the conviction or agreement to enter a plea bargain or PTI. Subject to applicable law, Employees found to be involved with illegal drugs on their own time will be subject to disciplinary action up to and including termination of employment, and/or job reassignment, if such involvement has or may have an adverse effect on TD Bank.

Examples of an adverse effect include, but are not limited to, impaired work performance, endangered safety of other Employees and/or Customers, improper use of Company property or information and undermined professional or Customer confidence.

TD Bank will review all situations in which an Employee has engaged in activity on the job that may be covered by this Policy. In determining the appropriate action to take in response to such activity, TD Bank will consider applicable state law, the nature of the job assignment, the individual's employment record, and other factors related to the impact of criminal proceedings upon the conduct of Company business.

MEDICATION

It is a violation of Policy for Employees to use prescription medication contrary to prescription instructions, including dosing, or prescribed to another person, or over-the-counter medication contrary to packaging instructions or for purposes for which they were not intended. Legally prescribed and certain over-the-counter medications may impair an Employee's ability to safely perform essential job functions. For this reason, Employees should ask their physician about the potential side effects of medications and/or review the information about the medication provided by or available from the pharmacist. The Employee should inform his or her Manager if the medication has any side effects that may impair the Employee's ability to safely perform essential job functions. An Employee need not report the medication used or the underlying medical condition to his or her Manager (however, the Company may ask the Employee to discuss this information in order to determine when the Employee is able to resume work and/or is in need of a reasonable accommodation).

The Manager will then consult with Human Resources regarding any needed safety precautions and reasonable accommodation assessments. In some instances, and subject to applicable law, Employees may be required to obtain a note from their healthcare provider authorizing the use of prescription medication during work time and/or on Company premises, where use of the medication may create a safety issue.

ALCOHOL

No Employee shall report to work under the influence of alcohol or alcoholic beverages. The consumption, sale, distribution, or possession of open containers of alcoholic beverages by any Employee on Company premises and/or during working hours is prohibited, except for the responsible and moderate consumption of alcoholic beverages at Company-sponsored events or when approved as set forth below (Employees are reminded and must understand that alcohol must be consumed in moderation at Company-sponsored events, and that Company Policies and standards, including those pertaining to harassment/offensive behavior, continue to apply at such

events). Employees who violate this section will be subject to disciplinary action, up to and including termination of employment.

The following conduct is prohibited:

- ❖ Consuming alcoholic beverages in quantities that affect work performance or impair your judgment or faculties during working hours;
- ❖ Permitting alcoholic beverages to be provided or served on TD Bank premises or at TD Bank events to individuals who are under the legal drinking age or who are impaired, and consuming alcoholic beverages if you are underage or impaired;
- ❖ Consuming, providing or serving alcoholic beverages on TD Bank premises, except when approved in advance in writing by the department Manager and one of the following:
 - Direct report to CEO for the business area;
 - Regional President; or
 - Head of Human Resources for the business area.

When alcoholic beverages are served and consumed at TD business premises or events, the most senior manager responsible for the premises or event is responsible for ensuring compliance with any local laws or regulations, and for putting procedures in place to comply with this section.

As we are all responsible to maintain a healthy and safe workplace, we should take reasonable steps to attempt to prevent any co-worker, Customer, supplier or other guest from driving while impaired and to report any alcohol-related matter of concern to a responsible member of management or Human Resources.

TESTING CIRCUMSTANCES

Applicants to, and Employees in, covered driving positions must submit to drug tests whenever requested by TD Bank and permitted by state or local law including in the following circumstances:

PRE-EMPLOYMENT. TD Bank conditions employment offers to applicants for covered driving positions on an applicant's voluntary consent to taking a drug test and on a negative test result. If an applicant does not have a negative test result (e.g., the applicant has a confirmed positive test result) or refuses to undergo testing, the employment offer will be withdrawn.

POST-ACCIDENT. Employees in covered driving positions who, as determined by TD Bank, caused or contributed to accidents occurring during work time or on Company property are subject to drug and/or alcohol testing. Covered accidents include, but are not limited to, accidents that the Employee caused or contributed to that involve: (1) personal injury to Employees or others which necessitates first aid and/or medical attention; and/or, (2) damage to TD Bank property. Employees are expected to make themselves available for post-accident testing. If circumstances require an Employee to leave an accident scene, the Employee must

make a good faith effort, whenever possible, to notify the Company of his/her location and, in consultation with Human Resources, submit to post-accident testing. Employees who refuse to submit to post-accident testing or who have a confirmed positive test result will be subject to discipline up to and including termination of employment.

You may be subject to immediate termination of employment if you fail to submit to testing on the date and time requested. You also will be subject to immediate termination if you switch, adulterate, substitute, or otherwise tamper with a specimen or attempt to do so.

5/04/16

TD Bank Account Analysis Statement Guide



Bank

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TD Bank

Advantage Account Analysis Statement Guide



Bank

America's Most Convenient Bank®

Activity For: 01/01/16 to 01/31/16
 Relationship: 0000000004987654321
 Settlement Account: 0000000000987654321
 Settlement Type: Debit
 Settlement Cycle: Monthly
 Officer: Sally Jones
 CM Officer: Joe Smith
 Phone #: (207) 111-2222
 Customer Care Phone #: (800) 999-9991

3 ABC TOWNSHIP
 OPERATING ACCOUNT
 123 MAIN STREET
 SUITE 100
 ANYTOWN, ST 12345

4 Welcome to your new Account Analysis statement.

5 Relationship Summary

Account Number	Account Name	Investable Balance	Excess/(Deficit) Balance
0000000000987654321	ABC Township	\$2,273,352.37	\$1,104,645.27
0000000000987654322	ABC Township	\$8,968.15	(\$ 139,857.74)
0000000000987654323	ABC Township	\$10,053.46	(\$73,778.85)
0000000000987654324	ABC Township	\$1,082,634.75	\$475,321.51
0000000000987654325	ABC Township	\$52,899.64	(\$29,048.79)
	Total	\$3,427,908.37	\$1,337,281.40

6 Balance Summary

Average Ledger Balance	31 Days	\$3,810,718.59
Less Average Float		\$1,931.56
Average Collected Balance		\$3,808,787.03
Average Positive Collected Balance		\$3,808,787.03
Collected Balance		\$3,808,787.03
Less Reserve Requirement	10.000000%	\$380,878.70
Investable Balance		\$3,427,908.33
Investable Balance		\$3,427,908.33
Less Balance Required for Services		\$2,090,626.97
Excess/(Deficit) Balance		\$1,337,281.36

7 Results Summary

Earnings Credit Allowance	0.250000%	\$727.84
Less Total Analyzed Fees		\$443.90
Net Analyzed Results		\$283.94
Total Analyzed Results		\$0.00
Excess Balance		\$1,337,281.40
Interest on Excess Balance	0.450000%	\$511.10

Total Interest of \$511.10 was Transferred to Composite Account 987654321 .

Activity For: 01/01/16 to 01/31/16
 Relationship: 0000000004987654321
 Settlement Account: 0000000000987654321
 Settlement Type: Debit
 Settlement Cycle: Monthly

ABC TOWNSHIP

		8	Service Detail			
AFP Code	Service Description	Volume	Unit Price	Total Price	Balance Required	
General Account Services						
100000	Account Maintenance	5	\$15.0000	\$75.00	\$353,226.00	
ACH Services						
250200	ACH Received Debits	5	\$0.1200	\$0.60	\$2,825.81	
ACH Recieving						
250201	ACH Received Credits	20	\$0.1200	\$2.40	\$11,303.23	
Depository Services						
010101	Deposits Processed	51	\$0.4500	\$22.95	\$108,087.16	
100200	Checks Deposited	910	\$0.1000	\$91.00	\$428,580.88	
150100	Checks Paid	185	\$0.2000	\$37.00	\$174,258.17	
Information Reporting Services						
409999	Webexpress Secure Token	2		\$0.00		
409999	Webexpress Trans Record	267		\$0.00		
350124	Webexpress Book Transfers	4		\$0.00		
400052	Webexpress Number Of Accts	5		\$0.00		
150410	Webexpress Stop Payment	1	\$23.0000	\$23.00	\$108,322.64	
409999	# Accts With Stop Payment Svc	5		\$0.00		
400052	# Of Accts With Info Rpt	5		\$0.00		
40005Z	Web Commercial Basic	1	\$27.9500	\$27.95	\$131,635.56	
Cash Management Services - Other						
999999	Vendor Payments			\$164.00	\$772,387.52	
Total Analyzed Fees				\$443.90	\$2,090,626.97	
Total Fee Based Fees				\$0.00		
Total Waived Fees				\$0.00		
Total Services Performed				\$443.90		

Activity For: 01/01/16 to 01/31/16
 Relationship: 0000000004987654321
 Settlement Account: 0000000000987654321
 Settlement Type: Debit
 Settlement Cycle: Monthly

ABC TOWNSHIP

9 Historical Summary						
Period	Average Ledger Balance	Average Uncollected Balance	Average Collected Balance	Earnings Credit	Analyzed Services	Service Charges Paid
February	\$3,505,861.10	\$1,777.04	\$3,504,084.07	\$604.81	\$1,151.13	\$546.32
March	\$3,540,919.71	\$1,794.81	\$3,539,124.91	\$676.31	\$501.79	\$0.00
April	\$3,576,328.91	\$1,812.75	\$3,574,516.16	\$661.04	\$202.76	\$0.00
May	\$3,612,092.20	\$1,830.88	\$3,610,261.32	\$689.91	\$961.70	\$271.79
June	\$3,648,213.12	\$1,849.19	\$3,646,363.93	\$674.33	\$637.71	\$0.00
July	\$3,684,695.25	\$1,867.68	\$3,682,827.57	\$703.77	\$279.66	\$0.00
August	\$3,721,542.21	\$1,886.36	\$3,719,655.85	\$710.81	\$965.25	\$254.44
September	\$3,758,757.63	\$1,905.22	\$3,756,852.41	\$694.76	\$551.27	\$0.00
October	\$3,796,345.20	\$1,924.27	\$3,794,420.93	\$725.10	\$300.07	\$0.00
November	\$3,834,308.66	\$1,943.52	\$3,832,365.14	\$708.73	\$839.97	\$131.24
December	\$3,872,651.74	\$1,962.95	\$3,870,688.79	\$739.67	\$459.86	\$0.00
January	\$3,810,718.59	\$1,931.56	\$3,808,787.03	\$727.84	\$443.90	\$0.00

Please review your statement promptly and notify the bank of any errors within 60 days.
 We will investigate your claim and will correct any errors.

Advantage Account Analysis Statement Legend

1 Billing Information

- Activity For – Current Billing Period
- Relationship – Relationship Account Number
- Settlement Account – Account fees will be applied to for current billing period.
- Settlement Type – Billing method used for fees due.
- Settlement Cycle – Billing Frequency

2 Bank Contact Information

- Officer – Store Relationship Officer
- CM Officer – Cash Management Relationship Officer
- Phone # - Cash Management Relationship Officer's Phone Number
- Customer Care Phone # - Cash Management Customer Care's Phone Number

3 Customer Name and Address

4 Marketing Message

- Contains important updates regarding the billing to the Customers account.

5 Relationship Summary

- Account Number – List of all account numbers within the relationship.
- Account Name – Name listed on all accounts within the relationship.
- Investable Balance – Average collected balance minus reserve requirements for all account numbers within the relationship. These are the funds available for earnings credit calculation.
- Excess/(Deficit) Balance – Average Positive Collected Balance less Balance Required for Services for all accounts within the relationship.

6 Balance Summary

- Average Ledger Balance – Daily ending balance after all transactions have been posted. The daily ledger balances are totaled for the month and divided by the number of calendar days in the month.
- Average Float – Average amount of each day's ledger balance that is in the process of collection. Daily Deposit Float balances are totaled

for the month and divided by the number of calendar days in the month.

- Average Collected Balance – Average Ledger Balance minus the Average Float
- Average Positive Collect Balance – Average positive daily collected balance for the month.
- Collected Balance - Average Ledger Balance minus the Average Float
- Reserve Requirement – Federal Reserve Requirement
- Investable Balance - Average collected balance minus reserve requirements. These are the funds available for earnings credit calculation.
- Balance Required for Services – Balance required to be maintained to offset all fees for the current billing period.
- Excess/(Deficit) Balance - Average Positive Collected Balance less Balance Required for Services.

7 Results Summary

- Earnings Credit Allowance – Earnings credit rate times the Investable Balance divided by the number of days in the year times the number of days in the month.
- Total Analyzed Fees – Total of all analysis-based fees. This does not include fees that were directly debited to the account.
- Total Analyzed Results – Earnings Credit Allowance less Total Analyzed Fees
- Excess Balance – Balance available for interest calculation
- Interest on Excess Balance – Interest amount that will be credited to Customer's account for this cycle. ****(See Note Below)**

8 Service Detail

- AFP Code – Service codes recognized as the standard by the Association of Financial Professionals for identifying balances and charges.
- Service Definition – Description of service provided and grouped by overall product category.
- Volume – Volume of service provided.
- Unit Price – Price of service provided.
- Total Price – Volume times the Unit Price
- Balance Required - Balance required to be maintained to offset the total fees for the listed service.

9 Historical Summary

- Period – Billing Month
 - Average Ledger Balance – Daily ending balance after all transactions have been posted. The daily ledger balances are totaled for the month and divided by the number of calendar days in the month.
 - Average Uncollected Balance – The sum of the daily dollar amount of deposited items (check deposits) in process of collection divided by the number of days in the cycle. In a simple example, a check deposit made today would not be considered available for one business day.
 - Average Collected Balance - Average Ledger Balance minus the Average Float
 - Earnings Credit - Earnings credit rate times the Investable Balance divided by the number of days in the year times the number of days in the month.
 - Analyzed Services - Total of all analysis-based fees. This does not include fees that were directly debited to the account.
 - Service Charges Paid - The total amount of analyzed fees that will be billed to the Customer's Settlement Account this billing period.
-

****Interest Rate Note**

100% of the excess investable balances on all combined accounts earn interest. The interest rate that is displayed on the statement represents a weighted average of two tiers.

- **Tier I** is a managed rate and holds the first \$1,000,000 of excess investable balances.
- **Tier II** is indexed to 30 Day LIBOR Rate and holds all investable excess balances after Tier I. The interest rate on this account will be the greater of a floor or 95% of the 30 Day LIBOR Rate. Your rate will change on the first day of the month and will be based on the prior month's ending LIBOR Rate.

Conditions of Acceptance

Conditions of Acceptance

The City of Gainesville

All of the information supplied, and Exhibits and Appendices, in connection with the response to RFP submitted on behalf of TD Bank, N.A. ("TD" and "Bank") are, to the best of the TD representative's actual knowledge, information and belief, accurate and true and correct in all material respects with the exception of those items listed below, the compliance with which TD cannot accommodate and hereby requests a waiver. To the extent there are any inconsistencies between the obligations of TD, as set forth in the RFP, local ordinances and rules, and the subsequent contract for services (collectively, the "Contract Requirements"), the Cash Management Master Agreement for Banking Services, Business Deposit Account Agreement, as well as the rules, statutes and regulations to which TD is required to adhere by virtue of its regulators and status as a national banking association (collectively, the "Banking Requirements"), the Banking Requirements shall supersede and govern and TD shall be held harmless as a result of its failure to comply with any inconsistent Contract Requirements.

TD requests the opportunity to negotiate the following items:

Pg. 14, Section V, B. General Terms and Conditions, 7. Term, RE: Contract Extension

Pg. 14, Section V, B. General Terms and Conditions, 8. Termination

Pg. 4, Section I, L. Trade Secret And/Or Confidential And/Or Proprietary Information, RE: Indemnification

Pg. 13, Section V, B. General Terms and Conditions, 4. Indemnification

Due to a cost-benefit analysis undertaken by the Bank, TD's general policy dictates that the Bank is unable to indemnify its Customers. If the City believes that applicable law requires another form of indemnification, the Bank is willing to negotiate and come to mutually agreed upon terms.

Pg. 5, Section I, M. Qualifications of Proposers, RE: Background Checks

Employment at TD is contingent upon receipt of a satisfactory investigative consumer report which examines, e.g., criminal records, credit history, employment history, and educational records. This review is a standard operational procedure and is required by TD's bonding company. Once employed, TD has the right, at its election, to periodically re-check the status of such information with respect to an employee.

Furthermore, federal regulations require financial institutions to take the necessary steps to avoid hiring individuals who have a criminal record of a conviction for a felony or for any criminal offense involving dishonesty or a breach of trust. TD will not willingly employ any person undergoing a sentence of imprisonment; however, TD does not currently have a formal process in place whereby it regularly and systematically re-checks every employee's criminal records.

TD requests that background investigations of its employees be at the employees' discretion, and the scope be limited to primary contacts for the account and/or employees that will be on the City's premises.

In addition, TD requests that the City will be adequately securing its employees' information and background investigations, so that the integrity and confidentiality of the information gathered is maintained.

Conditions of Acceptance

Finally, TD requests that the City certify and provide proof that the consent and disclosure forms used for the background investigations are compliant with all applicable laws. And if possible, TD would like the opportunity to review the forms to ensure they are compliant.

[Pg. 5, Section I, N. Negotiations](#)

[Pg. 13, Section V, A. Contract Award](#)

TD reserves the right to negotiate the terms of any contracts required to provide cash management services.

Further, TD requests that its Cash Management Master Agreement (and associated service appendices), account opening documentation as well as this Supplemental Certification be included as part of any resulting contract between the City and TD (copies of which are provided with the RFP response). TD is willing to consider changes to the terms of these agreements to the extent reasonably and legally practicable in order to accommodate the City.

[Pg. 7, Section I, U. Records/Audit](#)

[Pg. 14, Section V, B. General Terms and Conditions, 12. Public Records Act](#)

[Pg. 23, Section VI, O. Records Searches](#)

TD's financial and accounting records are maintained in accordance with GAAP. Other bank records are maintained in accordance with industry standard banking practices and applicable law. Review and audit of bank records may be made available subject to bank policy and to various confidentiality, privacy, security, and other banking laws and regulations that may otherwise restrict or prohibit access to TD's financial and banking records by third parties.

[Pg. 7, Section I, U. Records/Audit, RE: Retention of Records](#)

TD requests that this Section be modified to provide for record retention for a period of 7 years from the date of the Banking transaction, or otherwise in accordance with TD policies and applicable laws and regulations relative to the retention of records.

[Pg. 7, Section I, V. Investigation of Alleged Wrongdoings, Litigation/Settlements/Fines/Penalties](#)

TD is a financial institution which is from time to time involved in litigation and which incurs claims, liens and debts in the ordinary course of business, none of which have a material impact on the financial condition of TD or on TD's ability to perform under the proposed contract. The City is welcome to review TD's publically available Consolidated Financial Statements, including associated management discussions and analyses, for more information on this topic, including any material changes in TD's financial condition and operating results that may be associated with various reporting periods.

[Pg. 10, Section III, B. Qualifications/Statement of Qualifications, RE: SAS 70](#)

[Pg. 23, Section VI, P. Disaster Incidence and Recovery Services, RE: SAS 70](#)

TD Bank, N.A. regularly undergoes internal and external audits and regulatory examinations. Results of these examinations and audits are deemed confidential corporate documents, and it is our regulators' position and the Bank's policy that the results of such examinations and audits may only be released to law enforcement officials and others with the issuing regulator's consent and/or as otherwise permitted or required by applicable law or regulation. Over the course of the

last two years, the results of these audits and examinations would not limit or constrain the Bank's ability to perform the services requested, or its ability to do business with the City. We have included the attached independent assertion from Ernst and Young in lieu of an SAS 70. Additionally, information and commentary related to TD Bank, N.A.'s financial condition may be found in The Toronto-Dominion Bank's audited financial statements for the most recent fiscal years at www.td.com within the Investor Relations section.

Pg. 11, Section IV, 1.3 Presentations/Interview Evaluation, RE: Subcontractors
Pg. 14, Section V, B. General Terms and Conditions, 11. Subcontractors

For purposes of this RFP, TD requests that the term "subcontracting" be expressly limited to contractual arrangements whereby an organization or person is specifically engaged by TD to assist TD in performing some, or all, of the prime contract between TD and the City. For purposes of clarification, a vendor or service provider that supplies the same or similar goods and/or services to TD and others generally that TD will then use to deliver products and services to its customers generally shall not be deemed a "subcontracting" arrangement.

Pg. 14, Section V, B. General Terms and Conditions, 5. Insurance

TD can include the City under its Blanket Additional Insured endorsement. Additionally, our carrier can provide notice prior to cancellation, but not for a material change in coverage.

Pg. 14, Section V, B. General Terms and Conditions, 9. Applicable Law, RE: Venue

TD agrees to comply with the City's venue requirement. However, TD requires that the Bank and the City each agree that neither the Bank nor the City shall (i) seek a jury trial in any lawsuit, proceeding, counterclaim, or any other action based upon, or arising out of, the agreement/contract or any account or the dealings of the relationship between the Bank and the City, or (ii) seek to consolidate any such action with another in which a jury trial cannot be or has not been waived. This requirement shall be subject to no exceptions.

Pg. 14, Section V, B. General Terms and Conditions, 12. Public Records Act, RE: Ownership of Data and Records

TD requests an exception to this section as the scope of the contract covers banking services. Ownership of information produced in connection with the performance of the contract shall be in accordance with applicable banking laws and regulations.

Pg. 29, Drug-Free Workplace Form

TD Bank is committed to maintaining a drug-free workplace and, accordingly, has adopted a comprehensive Drug and Alcohol Abuse Free Workplace policy, applicable to all employees, that likely meets the intended impact of this section. A copy of TD Bank's policy is attached. However, because of the specific requirements of this section, TD Bank is unable, at this time, to certify that it will comply with all aspects of that law. Instead, TD Bank respectfully requests that the City accept its commitment to maintaining a drug-free workplace, as outlined in the TD Bank Drug and Alcohol Abuse Free Workplace policy.



Bank

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Conditions of Acceptance

Pg. 42, Banking Services Questionnaire, L. RE: Conflicts of Interest

TD has no current knowledge of any conflict between its interests and those of the City. TD knows of no known facts or circumstances that might create the appearance of a conflict between its interests and those of the City.

Sample Cash Management Agreement



CASH MANAGEMENT MASTER AGREEMENT

Customer: CITY OF GAINESVILLE

Date: _____

TD Bank, N.A. (“Bank”) provides a broad range of non-consumer cash management products and services to its customers. The customer identified above (“Customer”) wishes to use, and Bank is willing to provide to Customer, those services that have been checked below:

- 1. TD eTreasury Services (Appendix I)
- 2. TD ACH Origination Services (Appendix II)
- 3. TD Wire Transfer Services (Appendix III)
- 4. TD Sweep Services (Appendix IV)
- 5. TD Positive Pay Services (Appendix V)
- 6. TD Controlled Disbursement Services (Appendix VI)
- 7. TD Lockbox Services (Appendix VII)
- 8. TD Digital Express Services (Appendix VIII)
- 9. TD Account Reconciliation Services - Full (Appendix IX)
- 10. TD Account Reconciliation Services – Partial (Appendix X)
- 11. TD Deposit Reconciliation Services (Appendix XI)
- 12. TD Check Imaging Services (Appendix XII)
- 13. TD Zero Balance Account Services (Appendix XIII)
- 14. TD Currency Services (Appendix XIV)
- 15. TD EscrowDirect Services (Appendix XV)
- 16. TD Information Reporting File Transmission Services (Appendix XVI)
- 17. TD Data Exchange Services (Appendix XVII)
- 18. TD ACH Third Party Sender Services (Appendix XVIII)
- 19. TD Image Cash Letter Services (Appendix XIX)
- 20. TD Healthcare Remittance Management Services (Appendix XX)
- 21. TD Data Transmission Services (Appendix XXI)
- 22. TD ACH Positive Pay Services (Appendix XXII)
- 23. TD Currency Services for Smartsafe (Appendix XXIII)

- 24. TD Electronic Bill Payment Presentment & Payment Services (Appendix XXIV)
- 25. TD Integrated Payables Processing Services (Appendix XXV).....
- 25. TD Electronic Lockbox (Bill Payment Aggregation) Services (Appendix XXVI).....

The “Cash Management Service(s)” or “Service(s)” shall hereafter mean the cash management service(s) identified above and provided by Bank (and/or Bank’s third-party service providers) to Customer pursuant to this Agreement, the Appendices, including Amended Appendices, as defined below, exhibits, Setup Form(s), and any service guides or manuals made available to Customer by Bank.

Agreement

This Cash Management Master Agreement (this “Agreement”) is by and between Bank and Customer. Bank agrees to provide to Customer and Customer agrees to use certain Cash Management Services (as defined above) offered and approved by Bank for Customer’s use. Bank and Customer agree that the Cash Management Services will be governed by the general terms and conditions of this Agreement and the rules and procedures applicable to each of the Services (collectively, the “Rules”). The Rules are contained in the Appendices to this Agreement, and are hereby incorporated in and made a part of this Agreement.

By signing this Agreement, Customer agrees to be bound by the terms and conditions of this Agreement and all applicable Appendices, as the same may be amended from time to time as further described below. This Agreement becomes effective with respect to a Cash Management Service(s) described herein when this Agreement has been executed without modification by Customer, and the Agreement becomes effective for any subsequent Cash Management Service(s) that Customer may wish to use when any relevant Appendices have been executed without modification by Customer. Bank will provide use of a Cash Management Service when Bank has received all required and properly executed agreements and forms and when Customer has satisfactorily completed Bank’s implementation, testing and training requirements, if any, in the use of the Service(s). Customer may not modify any portion of this Agreement or any Appendices to this Agreement without Bank’s prior written consent and agreement, and any attempt by Customer to do otherwise shall render Customer’s Agreement null and void.

The following terms and conditions are applicable to all Cash Management Services provided to Customer hereunder.

1. Definitions. Capitalized terms used in this Agreement and in any Appendix, unless otherwise defined herein or therein, shall have the meanings set forth below:

“Access Devices” means collectively all security, identification and authentication mechanisms, including, without limitation, security codes or tokens, PINs, electronic identities or signatures, encryption keys and/or individual passwords associated with or necessary for Customer’s access to and use of any Cash Management Services.

“Account” means an Account, as such term is defined in the Account Agreement, used in connection with any Cash Management Services.

“Account Agreement” means the Business Deposit Account Agreement issued by Bank and governing Customer’s deposit relationship with Bank, as the same may be amended from time to time.

“Affiliate(s)” means, with respect to any party, any company controlled by, under the control of, or under common control with such party.

“Amended Appendix” means an amendment to an Appendix that supplements or revises, but does not revoke in its entirety, a prior Appendix for a particular Service.

“Appendix” means a description of the rules and procedures applicable to a particular Service to be provided by Bank to Customer. Each such Appendix, including any Amended Appendix, is incorporated herein by reference and made a part hereof, and all references herein to Agreement shall be deemed to include all Appendices unless otherwise expressly provided. If there is any conflict between the provisions of this Agreement and any Appendix or Amended Appendix, the Appendix or Amended Appendix shall govern, but only to the extent reasonably necessary to resolve such conflict.

“Authorized Representative” means a person designated by Customer as an individual authorized to act on behalf of Customer with respect to certain matters and/or authorized to access and use the Services, as evidenced by certified copies of resolutions from Customer’s board of directors or other governing body, if any, or other certificate or evidence of authority satisfactory to Bank, including, without limitation, any Customer enrollment or Setup Form(s) completed by Customer.

“Bank Internet System” means Bank’s Internet-based electronic information delivery and transaction initiation system, as may be offered by Bank from time to time, including but not limited to Bank’s eTreasury Services.

“*Bank Internet System Appendix*” means the agreement issued by Bank that governs Customer’s use of the Bank Internet System.

“*Business Day*” has the meaning given to it in the Account Agreement.

“*Calendar Day*” has the meaning given to it in the Account Agreement.

“*Primary Account*” means the Account designated by Customer to which any direct Service fees due Bank may be charged in accordance with this Agreement. Unless otherwise agreed upon in writing by Bank, the address for Customer associated with the Primary Account shall be the address to which all notices and other communications concerning the Services may be sent by Bank.

“*Substitute Check*” has the meaning given to it in Section 3(16) of the *Check Clearing for the 21st Century Act* (“Check 21”), P.L. 108-100, 12 U.S.C. § 5002(16).

2. The Services.

2.1 Bank shall provide to Customer, subject to this Agreement and the applicable Appendix, all Cash Management Services that Customer may request and that Bank may approve from time to time. Bank shall not be required to provide any Services specified in an Appendix unless Customer also provides all information reasonably required by Bank to provide to Customer the Service(s) specified therein.

2.2 Customer, through its Authorized Representative, may use the Services solely in accordance with the terms and conditions of this Agreement and the related Appendices.

2.3 With the exception of scheduled off-peak downtime periods, Bank shall make all reasonable efforts to make the Services available to Customer each Business Day.

2.4 Access to on-line or Internet-based Services may be denied for various reasons, including if invalid Access Devices are used or if the user exceeds the number of invalid attempts allowed by Bank.

2.5 Customer is authorized to use the Services only for the purposes and in the manner contemplated by this Agreement.

2.6 Customer agrees to cooperate with Bank, as Bank may reasonably request, in conjunction with the performance of the Services.

2.7 Customer agrees to comply with the Rules, as they may be amended from time to time by Bank.

2.8 A number of Bank’s Services are subject to processing cut-off times on a Business Day.

Customer can obtain information on Bank’s current cut-off time(s) for Service(s) by reviewing the relevant Service’s Setup Form(s), as applicable, or by calling Treasury Management Services Support at 1-866-475-7262, or by contacting Customer’s Treasury Management Services Representative. Instructions received after a cut-off time or on a day other than a Business Day will generally be deemed received as of the next Business Day.

2.9 Bank may make changes to this Agreement and any Appendix at any time by providing notice to Customer in accordance with the terms of this Agreement or as may be required by applicable law. Notwithstanding anything to the contrary herein, any Appendix that provides for an alternative form and method for making changes to such Appendix and for providing notice of the same shall govern for that Service. Further, notwithstanding anything to the contrary in this Agreement or in any Appendix, if Bank believes immediate action is necessary for the security of Bank or Customer funds, Bank may immediately initiate changes to any security procedures associated with the Services and provide prompt subsequent notice thereof to Customer.

2.10 In connection with this Agreement and the Services, Customer agrees that it shall present, and Bank shall have a duty to process, only Substitute Checks that are created by financial institutions; provided, however, that this limitation shall not apply to Substitute Checks created with data from Customer pursuant to any Appendix for Services involving the creation of electronic check images using check conversion technology.

3. Covenants, Representations and Warranties.

3.1 Customer represents and warrants that the individual(s) executing this Agreement and any other agreements or documents associated with the Services has/have been authorized by all necessary Customer action to do so, to issue such instructions as may be necessary to carry out the purposes and intent of this Agreement and to enable Customer to receive each selected Service. Each Authorized Representative whom Customer permits to access and use the Services is duly authorized by all necessary action on the part of Customer to (i) access the Account(s) and use the Services; (ii) access any information related to any Account(s) to which the Authorized Representative has access; and (iii) engage in any transaction relating to any Account(s) to which the Authorized Representative has access.

3.2 Bank may unconditionally rely on the validity and accuracy of any communication or transaction made, or purported to be made, by an Authorized Representative and in accordance with the terms of this Agreement.

3.3 Customer shall take all reasonable measures and exercise all reasonable precautions to prevent the unauthorized disclosure or use of all Access Devices associated with or necessary for Customer’s use of the Services.

3.4 Customer is not a “consumer” as such term is defined in the regulations promulgated pursuant to the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., nor a legal representative of a “consumer.”

3.5 Customer shall use the Services only for its own lawful business purposes. Customer shall not use the Services for or on behalf of any third party, except as may otherwise be approved by Bank in its sole and exclusive discretion, and as further described in Section 33. Customer shall take all reasonable measures and exercise reasonable precautions to ensure that Customer’s officers, employees and Authorized Representatives do not use the Services for personal, family or household purposes, or for any other purpose not contemplated by this Agreement.

3.6 Customer agrees not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which Customer is bound, or (c) to engage in any Internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or (d) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. Customer acknowledges and agrees that Bank has no obligation to monitor Customer’s use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this Agreement.

3.7 Customer and Bank shall comply with (i) all applicable federal, state and local laws, regulations, rules and orders; (ii) the Account Agreement; (iii) all applicable National Automated Clearing House Association (“NACHA”) rules, regulations, and policies; (iv) the Uniform Commercial Code; (v) Office of Foreign Asset Control (“OFAC”) requirements; and (vi) all applicable laws, regulations and orders administered by the U.S. Department of the Treasury’s Financial Crimes Enforcement Network (“FinCEN”) (collectively (i) through (vi), “Compliance Laws”).

4. Account Agreement; Service Fees.

4.1 Bank and Customer agree that any Account established by Customer in connection with Services offered by Bank shall be governed by the Account Agreement, including one or more fee schedules issued by Bank for the Account. If there is any conflict between the terms and provisions of this Agreement and the Account Agreement, the terms and provisions of this Agreement shall govern, but only to the extent reasonably necessary to resolve such conflict.

4.2 Customer agrees to compensate Bank for all Accounts and Services that Bank provides pursuant to this Agreement, including any Appendices, in accordance with the applicable fee schedules or agreements between Bank and Customer in effect from time to time that apply to the Services (the “Service Fees”). By signing

below, Customer acknowledges receipt of the Account Agreement and acceptance of the Service Fees, and agrees to be bound by their terms, as those terms may be amended from time to time in accordance with the terms of this Agreement.

4.3 Customer authorizes Bank to charge the Primary Account for all applicable charges and fees to the extent that such charges and fees are not offset by earnings credits or other allowances for Customer’s Account(s). If the balance of available funds in the Primary Account is not sufficient to cover such fees, Bank may charge such fees to any other deposit Account maintained on Bank’s records in Customer’s name. Customer also agrees to pay all sales, use or other taxes (other than taxes based upon Bank’s net income) that may be applicable to the Services provided by Bank hereunder.

4.4 Bank may amend Service Fee(s), in aggregate or individually, at any time. To the extent that such changes adversely affect Customer, Bank will use commercially reasonable efforts to give notice to Customer of such changes, in accordance with applicable law, or as may otherwise be agreed to by the parties.

5. Customer Information. Customer agrees to provide to Bank, before Bank begins providing any Services to Customer, any and all information required to comply with applicable law and Bank’s policies and procedures relating to customer identification and authority. Such information may include, without limitation, official certificates of customer existence, copies of Customer formation agreements, business resolutions or equivalent documents, in a form acceptable to Bank authorizing Customer to enter into this Agreement and to receive Services from Bank pursuant hereto, and designating certain individuals as Customer’s Authorized Representatives.

6. Software.

6.1 Bank may supply Customer with certain software owned by or licensed to Bank to be used by Customer in connection with the Services (“Software”). Customer agrees that all such Software is and shall remain the sole property of Bank and/or the vendor of such Software. Customer agrees to comply with all of the terms and conditions of all license and other agreements which are provided to Customer by Bank and/or the Software vendor and/or which govern Customer’s use of Software associated with the Services. Unless otherwise agreed in writing between Bank and Customer, Customer shall be responsible for the payment of all costs of installation of any Software provided to Customer in connection with the Services, as well as for selection, installation, maintenance and repair of all hardware required on Customer’s premises for the successful operation of the Software.

6.2 Except as otherwise expressly prohibited or limited by applicable law, Customer shall indemnify, defend and hold harmless Bank, its successors and assigns, from and against any loss, damage or other

claim or liability attributable to Customer's unauthorized distribution or disclosure of any Software provided with the Services or any other breach by Customer of any Software license. The provisions of this paragraph shall survive termination of this Agreement.

6.3 Any breach or threatened breach of this Section will cause immediate irreparable injury to Bank, and Customer agrees that injunctive relief, including preliminary injunctive relief and specific performance, should be awarded as appropriate to remedy such breach, without limiting Bank's right to other remedies available in the case of such a breach. Bank may apply to a court for preliminary injunctive relief, permanent injunctive relief and specific performance, but such application shall not abrogate Bank's right to proceed with an action in a court of competent jurisdiction in order to resolve the underlying dispute.

7. Computer Requirements. For certain Cash Management Services, Customer will need to provide, at Customer's own expense, a computer or similar Internet-enabled device, software and Internet or other connections and equipment as needed to access the Services (collectively, the "Computer"). Customer's Internet or other web browser software must support a minimum 128-bit SSL encryption or other security measures as Bank may specify from time to time. Customer's browser must be one that is certified and supported by Bank for optimal performance. Customer is responsible for the installation, maintenance and operation of the Computer and all related charges, including without limitation all Internet service provider, telephone and other similar charges incurred in connecting to the Services. Customer is responsible for installing and maintaining appropriate virus protection software on Customer's Computer. Bank recommends that Customer routinely scan the Computer using reliable virus protection products, and to remove any viruses found using such products. Bank is not responsible for any errors or failures caused by any malfunction of the Computer. Bank is not responsible for any Computer virus or related problems that may be associated with access to or use of the Services, any Software, the Computer or other Internet access, including but not limited to any virus, Trojan horse, worm, keystroke logger, rootkit, spyware, dishonest adware, crimeware or other malicious or unwanted software or related problems that may be associated with access to or use of the Services, any Software or the Computer. Bank also is not responsible for any losses or delays in transmission of information Customer provides to Bank or otherwise arising out of or incurred in connection with the use of any Internet or other service provider providing Customer's connection to the Internet or any browser software. From time to time, Bank may require that Customer upgrade or install software to the Computer to ensure the proper operation of the Services. Customer agrees to promptly load any such upgrades or additional installations upon Bank's notice to Customer.

8. Bank Third Parties.

8.1 Customer acknowledges that certain third parties, agents or independent service providers (hereinafter "Third Parties") may, from time to time, provide services ("Third Party Services") to Bank in connection with Bank's provision of the Services to Customer and that accordingly, Bank's ability to provide the Services hereunder may be contingent upon the continuing availability of certain services from such Third Parties. Third Party Services may involve the processing and/or transmission of Customer's data, instructions (oral or written) and funds. In addition, Customer agrees that Bank may disclose Customer's financial information to such Third Parties (i) where it is necessary to provide the Services requested; (ii) in order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information; or (iii) when Customer gives its written permission.

8.2 Bank will be responsible for the acts and omissions of its Third Parties in the same manner as if Bank had performed that portion of the Services itself, and no claim may be brought by Customer against such Third Parties. Notwithstanding the foregoing, any claims against Bank (with respect to the acts or omissions of its Third Parties) or its Third Parties shall be subject to the limitations of liability set forth herein to the same extent as if Bank had performed that portion of the Services itself. However, Bank will not be deemed to be the agent of, or responsible for, the acts or omissions of any person (other than its Third Parties), and no such person shall be deemed Bank's agent.

9. Customer Communications; Security Procedures.

9.1 In providing the Services, Bank shall be entitled to rely upon the accuracy of all information and authorizations received from Customer or an Authorized Representative and, where applicable, the authenticity of any signatures purporting to be of Customer or an Authorized Representative. Customer agrees promptly to notify Bank of any changes to any information or authorizations provided to Bank in connection with the Services, and further agrees to promptly execute any new or additional documentation Bank reasonably deems necessary from time to time in order to continue to provide the Services to Customer.

9.2 Customer agrees that it shall be solely responsible for ensuring its compliance with any commercially reasonable security procedures established by Bank in connection with the Services, as such may be amended from time to time, and that Bank shall have no liability for any losses sustained by Customer as a result of a breach of security procedures if Bank has complied with the security procedures.

9.3 Bank shall be entitled to rely on any written list of Authorized Representatives provided to Bank by Customer until revoked or modified by Customer in writing. Customer agrees that Bank may refuse to comply with requests from any individual until Bank receives documentation reasonably satisfactory to it confirming the individual's authority. Bank shall be entitled to rely on any notice or other writing believed by it in good faith to be genuine and correct and to have been signed by an Authorized Representative. Bank may also accept verbal instructions from persons identifying themselves as an Authorized Representative, and Bank's only obligation to verify the identity of such person as an Authorized Representative shall be to call back such person at a telephone number(s) previously provided to Bank by Customer as part of the Account or Services' Setup Form(s). Bank may, but shall have no obligation to, call back an Authorized Representative other than the Authorized Representative from whom Bank purportedly received an instruction. Bank may, but shall have no obligation to, request additional confirmation, written or verbal, of an instruction received from an Authorized Representative via telephone at any time or for any reason whatsoever prior to executing the instruction. Bank may also in its discretion require the use of security codes for Authorized Representatives and/or for receiving instructions or items from Customer. Customer understands and agrees, and Customer shall advise each Authorized Representative that, Bank may, at Bank's option, record telephone conversations regarding instructions received from an Authorized Representative.

9.4 Any security procedures maintained by Bank are not intended to detect errors in the content of an instruction received from Customer or Customer's Authorized Representative. Any errors in an instruction from Customer or Customer's Authorized Representative shall be Customer's sole responsibility. Customer agrees that all security procedures described in this Agreement and applicable Appendix are commercially reasonable and that Bank may charge Customer's Account for any instruction that Bank executed in good faith and in conformity with the security procedures, whether or not the transfer is in fact authorized.

9.5 Customer agrees to adopt and implement its own commercially reasonable internal policies, procedures and systems to provide security to information being transmitted and to receive, store, transmit and destroy data or information in a secure manner to prevent loss, theft or unauthorized access to data or information ("Data Breaches"). Customer also agrees that it will promptly investigate any suspected Data Breaches and monitor its systems regularly for unauthorized intrusions. Customer will provide timely and accurate notification to Bank of any Data Breaches when known or reasonably suspected by Customer and will take all reasonable measures, which may include, without limitation, retaining and/or utilizing competent forensic experts, to determine the scope of and data or transactions affected by any Data Breaches, and promptly providing all such information to

Bank, subject to any limitation imposed on Customer by law enforcement or applicable law.

9.6 BANK'S SECURITY PROCEDURES ARE STRICTLY CONFIDENTIAL AND SHOULD BE DISCLOSED ONLY TO THOSE INDIVIDUALS WHO ARE REQUIRED TO KNOW THEM OR AS OTHERWISE PROVIDED BY LAW. IF A SECURITY PROCEDURE INVOLVES THE USE OF ACCESS DEVICES, THE CUSTOMER SHALL BE RESPONSIBLE TO SAFEGUARD THESE ACCESS DEVICES AND MAKE THEM AVAILABLE ONLY TO DESIGNATED INDIVIDUALS. CUSTOMER HAS THE SOLE RESPONSIBILITY TO INSTRUCT THOSE INDIVIDUALS THAT THEY MUST NOT DISCLOSE OR OTHERWISE MAKE AVAILABLE TO UNAUTHORIZED PERSONS THE SECURITY PROCEDURE OR ACCESS DEVICES. CUSTOMER HAS THE SOLE RESPONSIBILITY TO ESTABLISH AND MAINTAIN ITS OWN PROCEDURES TO ASSURE THE CONFIDENTIALITY OF ANY PROTECTED ACCESS TO THE SECURITY PROCEDURE.

10. Fraud Detection / Deterrence; Positive Pay. Bank offers certain products and services such as Positive Pay (with or without payee validation), ACH Positive Pay, and Account blocks and filters that are designed to detect and/or deter check, automated clearing house ("ACH") or other payment system fraud. While no product or service will be completely effective, Bank believes that the products and services it offers will reduce the likelihood that certain types of fraudulent items or transactions will be paid against Customer's Account. Failure to use such products or services could substantially increase the likelihood of fraud. **Customer agrees that if, after being informed by Bank or after Bank otherwise makes information about such products or services available to Customer consistent with Section 27 of this Agreement, Customer declines or fails to implement and use any of these products or services, or fails to follow these and other Bank-identified or recommended precautions reasonable for Customer's particular circumstances, Customer will be precluded from asserting any claims against Bank for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, service, or precaution was designed to detect or deter, and Bank will not be required to re-credit Customer's Account or otherwise have any liability for paying such items, except to the extent that Bank has failed to exercise the required standard of care under the Uniform Commercial Code.**

11. Duty to Inspect. Customer is responsible for monitoring all Services provided by Bank, including each individual transaction processed by Bank, and notifying Bank of any errors or other problems within ten (10) Calendar Days (or such longer period as may be required by applicable law) after Bank has made available to Customer any report, statement or other material containing or reflecting the error, including an Account analysis statement or on-line Account access. Except to the extent

otherwise required by law, failure to notify Bank of an error or problem within such time will relieve Bank of any and all liability for interest upon correction of the error or problem (and for any loss from any subsequent transaction involving the same error or problem). In the event Customer fails to report such error or problem within thirty (30) Calendar Days after Bank made available such report, statement or on-line Account access, the transaction shall be deemed to have been properly authorized and executed, and Bank shall have no liability with respect to any error or problem. Customer agrees that its sole remedy in the event of an error in implementing any selection with the Services shall be to have Bank correct the error within a reasonable period of time after discovering or receiving notice of the error from Customer.

12. Overdrafts; Set-off. Bank may, but shall not be obligated to, complete any transaction in connection with providing the Services if there are insufficient available funds in Customer's Account(s) to complete the transaction. In the event any actions by Customer result in an overdraft in any of Customer's Accounts, including but not limited to Customer's failure to maintain sufficient balances in any of Customer's Accounts, Customer shall be responsible for repaying the overdraft immediately, without notice or demand. Bank has the right, in addition to all other rights and remedies available to it, to set off the unpaid balance of any amount owed it in connection with the Services against any debt owing to Customer by Bank, including, without limitation, any obligation under a repurchase agreement or any funds held at any time by Bank, whether collected or in the process of collection, or in any other Account maintained by Customer at, or evidenced by any certificate of deposit issued by, Bank. Except as otherwise expressly prohibited or limited by law, if any of Customer's Accounts become overdrawn, underfunded or for any reason contain a negative balance, then Bank shall have the right of set-off against all of Customer's Accounts and other property or deposit Accounts maintained at Bank, and Bank shall have the right to enforce its interests in collateral held by it to secure debts of Customer to Bank arising from notes or other indebtedness now or hereafter owing or existing under this Agreement, whether or not matured or liquidated.

13. Transaction Limits.

13.1 In the event that providing the Services to Customer results in unacceptable credit exposure or other risk to Bank, or will cause Bank to violate any law, regulation, rule or order to which it is subject, Bank may, in Bank's sole and exclusive discretion, without prior notice, limit Customer's transaction volume or dollar amount and refuse to execute transactions that exceed any such limit, or Bank may terminate any Service then being provided to Customer. Bank will provide notice of such limits to Customer in accordance with the terms of this Agreement.

13.2 Customer shall, upon request by Bank from time to time, provide Bank with such financial information and statements and such other documentation as Bank reasonably determines to be necessary or

appropriate showing Customer's financial condition, assets, liabilities, stockholder's equity, current income and surplus, and such other information regarding the financial condition of Customer as Bank may reasonably request to enable Bank to evaluate its exposure or risk. Any limits established by Bank hereunder shall be made in Bank's sole discretion and shall be communicated promptly to Customer.

14. Term and Termination.

14.1 This Agreement shall be effective when (i) signed by an Authorized Representative of Customer and accepted by Bank, and (ii) Customer delivers to Bank all documents and information, including any Setup Form(s) and electronic data, reasonably required by Bank prior to commencing to provide the Services. Bank will determine the adequacy of such documentation and information in its sole discretion and may refuse to provide the Services to Customer until adequate documentation and information are provided.

14.2 This Agreement shall continue in effect until terminated by either party with thirty (30) Calendar Days' prior written notice to the other. Either party may terminate an Appendix in accordance with the provisions of this Section without terminating either this Agreement or any other Appendix. Upon termination of this Agreement or any Appendix, Customer shall, at its expense, return to Bank, in the same condition as when delivered to Customer, normal wear and tear excepted, all property belonging to Bank and all proprietary material delivered to Customer in connection with the terminated Service(s).

14.3 If an Appendix is terminated in accordance with this Agreement, Customer must contact Treasury Management Services Support for instructions regarding the cancellation of all future dated payments and transfers. Bank may continue to make payments and transfers and to perform other Services that Customer has previously authorized or may subsequently authorize; however, Bank is not under any obligation to do so. Bank will not be liable if it chooses to make any payment or transfer or to perform any other Services that Customer has previously authorized or subsequently authorizes after an Appendix had terminated.

14.4 Notwithstanding the foregoing, Bank may, without prior notice, terminate this Agreement and/or terminate or suspend any Service(s) provided to Customer pursuant hereto (i) if Customer or Bank closes any Account established in connection with the Service(s) that is necessary for the ongoing use of the Service(s) or necessary for Bank to charge Service Fees, including, but not limited to, closure of the Primary Account, (ii) if Bank determines that Customer has failed to maintain a financial condition deemed reasonably satisfactory to Bank to minimize any credit or other risks to Bank in providing Services to Customer, including the commencement of a voluntary or involuntary proceeding under the United States Bankruptcy Code or other statute or regulation relating to bankruptcy or relief of debtors, (iii) in the event of a material breach,

default in the performance or observance of any term, or material breach of any representation or warranty by Customer, (iv) in the event of default by Customer in the payment of any sum owed by Customer to Bank hereunder or under any note or other agreement, as may be defined therein, (v) if there has been a seizure, attachment, or garnishment of Customer's Accounts, assets or properties, (vi) if Bank believes immediate action is necessary for the security of Bank or Customer funds or (vii) if Bank reasonably believes that the continued provision of Services in accordance with the terms of this Agreement or any Appendix would violate federal, state or local laws or regulations, or would subject Bank to unacceptable risk of loss. In the event of any termination hereunder, all fees due Bank under this Agreement as of the time of termination shall become immediately due and payable. Notwithstanding any termination, this Agreement shall remain in full force and effect with respect to all transactions initiated prior to such termination.

15. Limitation of Liability; Disclaimer of Warranties.

15.1 Customer acknowledges that Bank's fees and charges for the Services are very small in relation to the amounts of transfers initiated through the Services and, as a result, Bank's willingness to provide the Services is based on the limitations and allocations of liability contained in this Agreement. Unless expressly prohibited or otherwise restricted by applicable law, the liability of Bank in connection with the Services will be limited to actual damages sustained by Customer and only to the extent such damages are a direct result of Bank's gross negligence, willful misconduct, or bad faith. In no event shall Bank be liable for any consequential, special, incidental, indirect, punitive or similar loss or damage that Customer may suffer or incur in connection with the Services, including, without limitation, attorneys' fees, lost earnings or profits and loss or damage from subsequent wrongful dishonor resulting from Bank's acts, regardless of whether the likelihood of such loss or damage was known by Bank and regardless of the basis, theory or nature of the action on which a claim is asserted. Unless expressly prohibited by or otherwise restricted by applicable law, and without limiting the foregoing, Bank's aggregate liability to Customer for all losses, damages, and expenses incurred in connection with any single claim shall not exceed an amount equal to the monthly billing paid by, charged to or otherwise assessed against Customer for Services over the three (3) month-period immediately preceding the date on which the damage or injury giving rise to such claim is alleged to have occurred or such fewer number of preceding months as this Agreement has been in effect. Notwithstanding any of the foregoing, for transactions which are subject to Article 4A of the UCC, Bank shall be liable for such damages as may be required or provided under Article 4A or the Fedwire Regulations, as applicable, except as otherwise agreed in this Agreement. This Agreement is only between Bank and Customer, and Bank shall have no liability hereunder to any third party.

15.2 Except as otherwise expressly provided in Section 8 of this Agreement, Bank shall not be liable for any loss, damage or injury caused by any act or omission of any third party; for any charges imposed by any third party; or for any loss, damage or injury caused by any failure of the hardware or software utilized by a third party to provide Services to Customer.

15.3 Bank shall not be liable or responsible for damages incurred as a result of data supplied by Customer that is inaccurate, incomplete, not current, or lost in transmission. It is understood that Bank assumes no liability or responsibility for the inaccuracy, incompleteness or incorrectness of data as a result of such data having been supplied to Customer through data transmission.

15.4 Bank is not liable for failing to act sooner than required by any Appendix or applicable law. Bank also has no liability for failing to take action if Bank had discretion not to act.

15.5 Bank shall not be responsible for Customer's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or due authorization of any entry, funds transfer order, or other instruction received from Customer) or the acts or omissions of any other person, including, without limitation, any Automated Clearing House processor, any Federal Reserve Bank, any financial institution or bank, any transmission or communication facility, any receiver or receiving depository financial institution, including, without limitation, the return of an entry or rejection of a funds transfer order by such receiver or receiving depository financial institutions, and no such person shall be deemed Bank's agent. Bank shall be excused from failing to transmit or delay in transmitting an entry or funds transfer order if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to Federal Reserve guidelines or otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. In no event shall Bank be liable for any damages resulting from Bank's action or inaction which is consistent with regulations issued by the Board of Governors of the Federal Reserve System, operating circulars issued by a Federal Reserve Bank or general banking customs and usage. To the extent required by applicable laws, Bank will compensate Customer for loss of interest on funds as a direct result of Bank's failure to comply with such laws in executing electronic transfers of funds, if such failure was within Bank's control. Bank shall not be liable for Customer's attorney's fees in connection with any such claim.

15.6 EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK, AND THE SERVICE IS PROVIDED "AS IS," AND BANK AND ITS SERVICE PROVIDERS AND AGENTS DO NOT MAKE, AND EXPRESSLY DISCLAIM ANY,

WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, WITHOUT BREACHES OF SECURITY OR WITHOUT DELAYS. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE LIABILITY OF BANK AND ITS SERVICE PROVIDERS AND AGENTS IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW.

15.7 The provisions of this Section 15 shall survive termination of this Agreement.

16. Indemnification.

16.1 Except as otherwise expressly prohibited or limited by law, Customer shall indemnify and hold Bank harmless from any and all liabilities, losses, damages, costs, and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel in connection with any investigative, administrative or judicial proceedings, whether or not Bank shall be designated a party thereto) which may be incurred by Bank due to any claim or action by any person, entity or other third-party against Bank to the extent such claim or action relates to or arises out of:

(i) any claim of any person that (a) Bank is responsible for any act or omission of Customer or (b) a Customer payment order contravenes or compromises the rights, title or interest of any third party, or contravenes any law, rule, regulation, ordinance, court order or other mandate or prohibition with the force or effect of law;

(ii) any failure by Customer to observe and perform properly all of its obligations hereunder or any wrongful act of Customer or any of its Affiliates;

(iii) any breach by Customer of any of its warranties, representations or agreements;

(iv) any action taken by Bank in reasonable reliance upon information provided to Bank by Customer or any Affiliate or subsidiary of Customer; and

(v) any legal action that Bank responds to or initiates, including any interpleader action Bank commences, involving Customer or Customer's Account(s), including without limitation, any state or federal legal process, writ of attachment, execution, garnishment, tax levy or subpoena.

16.2 The provisions of this Section 16 shall survive termination of this Agreement.

17. RESERVED.

18. Force Majeure. Neither party shall bear responsibility for non-performance of this Agreement to the extent that such non-performance is caused by an event beyond that party's control, including, but not necessarily limited to, fire, casualty, breakdown in equipment or failure of telecommunications or data processing services, lockout, strike, unavoidable accident, act of God, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or an emergency that prevents Bank or Customer from operating normally.

19. Documentation. The parties acknowledge and agree that all documents evidencing, relating to or arising from the parties' relationship may be scanned or otherwise imaged and electronically stored and the originals (including manually signed originals) destroyed. The parties agree to treat such imaged documents as original documents and further agree that such reproductions and copies may be used and introduced as evidence at any legal proceedings including, without limitation, trials and arbitrations, relating to or arising under this Agreement.

20. Entire Agreement. Bank and Customer acknowledge and agree that this Agreement and any amendments hereto, all other documents incorporated by reference therein, and Appendices constitute the complete and exclusive statement of the agreement between them with respect to the Services, and supersede any prior oral or written understandings, representations, and agreements between the parties relating to the Services.

21. Amendments. Bank may, at any time, amend this Agreement, the Services or Appendices in its sole discretion and from time to time. Except as expressly provided otherwise in this Agreement, any such changes generally will be effective as provided in the notice to Customer as described below. Customer will be deemed to accept any such changes if Customer accesses or uses any of the Services after the date on which the change becomes effective. Customer will remain obligated under this Agreement and any Appendices, including without limitation, being obligated to pay all amounts owing thereunder, even if Bank amends this Agreement or any Appendices. Notwithstanding anything to the contrary in this Agreement or in any Appendix, if Bank believes immediate action is necessary for the security of Bank or Customer funds, Bank may immediately initiate changes to any security procedures and provide prompt subsequent notice thereof to Customer. As set forth in Section 14.2, Customer may terminate this Agreement or any Appendix upon its receipt of any notice of change that is not acceptable to Customer.

22. Severability. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable as written, that provision shall be interpreted so as to achieve, to the extent permitted by applicable law, the purposes intended by the original provision, and the remaining provisions of this Agreement

shall continue intact. In the event that any statute, regulation or government policy to which Bank is subject and that governs or affects the transactions contemplated by this Agreement, would invalidate or modify any portion of this Agreement, then this Agreement or any part thereof shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Customer as a result of Bank's compliance with such statute, regulation or policy.

23. Assignment and Delegation. Bank may assign any of its rights or delegate any of its responsibilities in whole or in part without notice to or consent from Customer. Customer may not assign, delegate or otherwise transfer its rights or responsibilities under this Agreement without Bank's prior written consent, which consent Bank may grant or withhold in its sole discretion.

24. Successors. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

25. Non-Waiver. No deviation from any of the terms and conditions set forth or incorporated in this Agreement shall constitute a waiver of any right or duty of either party, and the failure of either party to exercise any of its rights hereunder on any occasion shall not be deemed to be a waiver of such rights on any future occasion.

26. Governing Law. Any claim, controversy or dispute arising under or related to this Agreement shall be governed by and interpreted in accordance with federal law and, to the extent not preempted or inconsistent therewith, by the laws of the State of New Jersey.

27. Notices.

27.1 Except as otherwise expressly provided in this Agreement, all notices that are required or permitted to be given by Customer (including all documents incorporated herein by reference) shall be sent by first class mail, postage prepaid, and addressed to Bank at the address provided to Customer in writing for that purpose. All such notices shall be effective upon receipt.

27.2 Customer authorizes Bank to, and Customer agrees that Bank may, send any notice or communication that Bank is required or permitted to give to Customer under this Agreement, including but not limited to notice of any change to the Services, this Agreement or any Appendix, to Customer's business mailing address or Customer's business e-mail address as it appears on Bank's records, or electronically by posting the notice on Bank's website, on an Account statement or via facsimile, and that any such notice or communication will be effective and deemed delivered when provided to Customer in such a manner. Customer agrees to notify Bank promptly about any change in Customer's business mailing or Customer's business e-mail address and acknowledges and agrees that no such change will be effective until Bank has had a reasonable opportunity to act upon such notice. Customer agrees that Bank may consider

any such notice or communication as being given to all Account owners when such notice or communication is given to any one Account owner.

28. Jury Trial Waiver. BANK AND CUSTOMER EACH AGREE THAT NEITHER BANK NOR CUSTOMER SHALL (I) SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER ACTION BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR ANY ACCOUNT OR THE DEALINGS OF THE RELATIONSHIP BETWEEN BANK AND CUSTOMER, OR (II) SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANOTHER IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER BANK NOR CUSTOMER HAS AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. BANK AND CUSTOMER EACH ACKNOWLEDGE THAT THIS WAIVER HAS BEEN KNOWINGLY AND VOLUNTARILY MADE. The provisions of this Section 28 shall survive termination of this Agreement.

29. Beneficiaries. This Agreement is for the benefit only of the undersigned parties hereto and is not intended to and shall not be construed as granting any rights to or otherwise benefiting any other person.

30. Recording of Communications. Customer and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement and related to the Services may be recorded and retained by either party by use of any reasonable means, except as otherwise expressly prohibited or limited by applicable law.

31. Facsimile Signature. The parties acknowledge and agree that this Agreement and any Appendix or Amended Appendices may be executed and delivered by facsimile, and that a facsimile signature shall be treated as and have the same force and effect as an original signature. Notwithstanding the foregoing, Bank may, in its sole and exclusive discretion, also require Customer to deliver this Agreement and any Appendix or Amended Appendices with an original signature for its records.

32. Relationship. Customer and Bank are not, and Customer and Bank's licensors are not, partners, joint venturers or agents of each other as a result of this Agreement.

33. Third-Party Service Provider Activities.

33.1 Customer As a Third-Party Service Provider. Subject to Bank's prior approval and in its sole and exclusive discretion, Customer may be permitted to use one or more of the Services provided hereunder on behalf of and in conjunction with Accounts that belong to Customer's clients, who may or may not otherwise be

customers of Bank, as well as on Customer's own behalf (hereinafter, when acting in such capacity, referred to as "Customer As Service Provider"). Customer shall execute any such other agreement(s) or documents as deemed necessary or appropriate by Bank prior to the initiation or continuation by Customer of any Services in such capacity. Customer agrees that Bank retains the right to reject any request by Customer to engage in Customer As Service Provider activities as well as any transactions initiated by Customer in such capacity, in Bank's sole discretion. In the event Bank approves Customer's use of the Services in the capacity of Customer As Service Provider, then the following shall also apply:

(a) Customer represents and warrants to Bank that each Customer client has given Customer authority to access and conduct transactions with respect to its Accounts through use of any of the Services to the same extent as if Customer owned them, including in the capacity of a "third party service provider;"

(b) each reference to "Customer" in the Agreement will be deemed to be a collective reference to Customer and each Customer client whose Accounts are included in Bank's implementation of Customer's set-up for the Services;

(c) all of the provisions set forth in the Agreement will apply to Customer client's Account(s) as if Customer owned them;

(d) each person who is authorized to act on Customer's behalf with respect to a Service is also authorized to act on Customer's behalf to the same extent with respect to the Accounts of each Customer client whose Accounts are included in Bank's implementation of Customer's set-up for that Service; and

(e) Customer shall be liable for all monetary, confidentiality and other obligations to Bank under this Agreement as they relate to Customer's use of the Services for itself as well as each such Customer client. Bank may require written confirmation from each Customer client that it has authorized Customer to include its Accounts in

Bank's implementation of Customer's set-up for the Services, and Customer agrees to notify Bank immediately if that authority is revoked or changed.

33.2 Customer Engaging a Third-Party Service Provider. Subject to Bank's prior approval and in its sole and exclusive discretion, Customer may appoint a third-party service provider to act as Customer's agent to use one or more of the Services (hereinafter such third-party to be referred to as "Customer's Third-Party Service Provider"). In such event, all transactions received by Bank from Customer's Third-Party Service Provider are hereby authorized by Customer. All acts and omissions of Customer's Third-Party Service Provider shall be the acts, omissions and responsibility of Customer and shall be governed by the provisions of this Agreement. Customer agrees, jointly and severally with Customer's Third-Party Service Provider, to indemnify and hold Bank harmless from any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel in connection with any investigative, administrative or judicial proceedings, whether or not Bank shall be designated a party thereto) which may be incurred by Bank relating to or arising out of the acts or omissions of Customer's Third-Party Service Provider on behalf of Customer. Customer and Customer's Third-Party Service Provider shall execute any such other agreement(s) or documents as deemed necessary or appropriate by Bank prior to the initiation or any continuation by Customer's Third-Party Service Provider of any Services on Customer's behalf. Notice of any termination of Customer's Third-Party Service Provider's authority to use one or more of the Services on Customer's behalf shall be given to Bank in writing. The effective date of such termination shall be ten (10) Business Days after Bank receives written notice of such termination. Customer agrees that Bank retains the right to reject any transactions initiated by Customer's Third-Party Service Provider in its sole discretion.

34. Section Headings. The section headings used in this Agreement are only meant to organize this Agreement, and do not in any way limit or define Customer's or Bank's rights or obligations.

IN WITNESS WHEREOF, Customer has duly caused this Agreement, including all applicable Appendices, to be executed by its Authorized Representative.

CITY OF GAINESVILLE

(Customer)

Sample

Sample

(Address)

By:

(Signature of Authorized Representative)

Print Name: Sample

Title: Sample

Governmental



EXHIBIT TO CASH MANAGEMENT MASTER AGREEMENT:

GOVERNMENTAL ENTITY SERVICES

This Exhibit is incorporated by reference into the parties' Cash Management Master Agreement (the "Agreement") and applies to all Cash Management Services made available by Bank to Customer, as a governmental entity. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement. Bank and Customer agree that, notwithstanding anything to the contrary contained in the Agreement, the following terms and provisions shall apply to the Agreement:

TERMS AND CONDITIONS

1. Section 26, "Governing Law," of the Agreement is hereby deleted in its entirety and replaced with the following:

26. Governing Law. Any claim, controversy or dispute arising under or related to this Agreement shall be governed by and interpreted in accordance with the laws of the jurisdiction pursuant to which Customer was incorporated or otherwise organized, except where applicable federal law is controlling. In the event of a conflict between the provisions of this Agreement and any applicable law or regulation, this Agreement shall be deemed modified to the extent necessary to comply with such law or regulation.

2. The following new Section 34 is hereby added immediately after Section 33:

34. Additional Representations and Warranties. For purposes of this Section, "Governmental Unit" means (A) any town, city, school district or school administrative unit of any nature, water district, sewer district, sanitary district, housing authority, hospital district, municipal electric district, county or other political subdivision, government agency, bureau, department or other instrumentality, or quasi-governmental corporation or entity defined by applicable law, and (B) any state government or any agency, department, bureau, office or other instrumentality thereof.

(a) If Customer is a Governmental Unit of the type included in (A) above, Customer and the individual signing below represent, warrant and agree: (i) that this Agreement has been duly executed by the Treasurer, Finance Director, or other financial officer authorized by law to make disbursements of governmental funds and enter into banking agreements; (ii) that this Agreement has been

duly authorized by a vote of the governing body of Customer that was duly called and noticed, at which the necessary majority voted to authorize this Agreement, as evidenced by the certification of the Secretary of the governing body and provided with this Agreement; (iii) that only persons authorized to disburse municipal funds from any Account will be enrolled as Authorized Users having access to wire transfer, ACH or Account transfer functions; (iv) that if this Agreement remains in effect for more than one budget year, upon request of Bank, Customer will ratify and provide evidence of the renewal of this Agreement in subsequent years; and (v) that this Agreement is the valid and binding obligation of Customer, enforceable against Customer in accordance with its terms.

(b) If Customer is a Governmental Unit of the type included in (B) above, Customer and the individual signing below represent, warrant and agree: (i) that this Agreement has been duly executed by a financial officer authorized by law to make disbursements of governmental funds and enter into banking agreements on behalf of Customer; (ii) that this Agreement has been duly authorized by a senior officer of Customer; (iii) that Customer has complied with all state laws and regulations, including any regulations or policies adopted by Customer with respect to electronic commerce in entering into and performing this Agreement and any related ACH or wire transfer agreement; (iv) that only persons authorized to disburse Customer funds from any Account will be enrolled as Authorized Users having access to wire transfer, ACH or Account transfer functions; and (v) that this Agreement is the valid and binding obligation of Customer, enforceable against Customer in accordance with its terms.

(c) For a Customer of the type included in either (A) or (B) above, Customer and the individual signing below further represent, warrant and agree: (i) that upon Bank's request, Customer shall provide

evidence of those persons authorized to disburse Customer funds as described in (a)(iii) and (b)(iv) above; (ii) that upon Bank's request, Customer will certify its compliance with (a) or (b), as applicable, on an annual basis; and (iii) that Customer will provide notice to Bank if any person authorized to disburse Customer funds as described in (a)(iii) and (b)(iv) is no longer so authorized or his/her position of such authority is terminated for any reason.

3. Effectiveness. Customer agrees to all the terms and conditions of this Exhibit. The liability of Bank under this Exhibit shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Exhibit shall remain in full force and effect until such time as a different or amended Exhibit is accepted in writing by Bank or the Cash Management Master Agreement is terminated.

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APPENDIX I

TD eTREASURY SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and governs Customer's use of the Bank Internet System (or "eTreasury"). All capitalized terms used herein without definition shall have the meanings given to them in the parties' Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. Definitions.

"*Account(s)*" means a checking, regular statement savings, money market deposit, certificate of deposit, investment or commercial loan or line of credit account(s) Customer maintains with Bank for business or non-consumer purposes that is designated by Customer for use with the Services, as described below.

"*Account Agreement*" means any and all agreements between Customer and Bank which govern Customer Accounts (as defined above) and which were provided to Customer when Customer opened its Account(s), or any other documents governing Customer's Account(s), each as may be amended from time to time.

"*Administrator*" or "*Account Administrator*" means Customer's employee(s) or other person(s) that Customer (or any Administrator designated by Customer) designates on the Services' Setup Form(s) (or by on-line changes to such designations as described below) as being its Authorized Representative, or as authorized to act on Customer's behalf, with respect to the Services.

"*Appendix*" means this eTreasury Services Appendix, including all procedures, Setup Form(s), exhibits, schedules, documents and agreements referenced herein, each as may be amended from time to time.

"*Authorized User*" means any person Customer's Administrator designates as being authorized to access or use any of the Services on Customer's behalf.

"*Login ID*" means the electronic identification, in letters and numerals, assigned to Customer by Bank or to any additional Authorized Users designated by Customer's Account Administrator.

"*Payment*" means a transfer of funds to or from Account(s).

2. Services.

2.1 This Appendix describes the terms and conditions under which Bank will provide Customer with access to and use of any of the electronic information delivery and transaction initiation services that Bank makes available using the Bank Internet System.

2.2 By accessing the Services with the Access Devices, Customer may perform any or all of the Services described in this Appendix and selected for use in the Services' Setup Form(s) and that Bank has approved for Customer's use. Bank reserves the right to reject Customer's Services' Setup Form(s), schedules and other required documents and to refuse Customer access to or use of the Services for any reason and in Bank's sole discretion. Bank may, in its sole and exclusive discretion, introduce new features of the Services from time to time but is not required to notify Customer of the availability of any such new features.

2.3 By subscribing to the Services, Customer will have access to the Services' basic features, which include but may not be limited to, in Bank's sole and exclusive discretion, the following:

2.3.1 **Previous-Day Balance Reporting.** Previous-Day Balance Reporting allows Customer to review the balances and transaction history in Customer's checking, savings, money market deposit and loan Account(s) for such period of time as described in the Services' Setup Form(s). Customer may also view images of deposit tickets, deposit items, paid checks, return deposited items and expired stopped items through this feature. This information may be viewed upon implementation of the Services, and the scope of the time periods for which transactional history and check images may be viewed (including pre-implementation periods) may vary and depend upon various factors such as when Account(s) were opened and when the Services were first implemented and set-up.

2.3.2 **Real-Time Balance Reporting.** Real-Time Balance Reporting allows

Customer to review current Account balance(s) and transaction activity in real-time.

2.3.3 Book Transfers. Book Transfers allows Customer to make intra-bank fund transfers between Customer's checking, savings and loan Accounts. Transfers may be made as one-time or recurring, same-day or in the future. Book Transfers may also be initiated from (i) one-Account-to-one-Account, (ii) one-Account-to-many-Accounts, or (iii) from many-Accounts-to-one-Account. Recurring transfers may utilize one of several repeating frequency options (weekly, monthly, etc.), as set forth in the Services. Book Transfer templates may be created and saved for frequently executed transfers. Pending transfers and templates may be edited or deleted (cancelled) through the Services by Authorized Users at any time prior to the Business Day on which the associated transfer is scheduled to occur. Transfer amounts and the order in which such transfers occur are limited to the available balance in the Account(s) on the effective date of the transfer. For same-day transactions, Customer will need to have sufficient available funds in the Account from which funds are to be transferred to cover the amount of the transfer. For future or recurring transactions, Customer will need to have sufficient available funds on the day the transaction is to occur. The number of transfers from interest bearing checking and savings Accounts are subject to the terms of the Account Agreement and federal regulations. Transfers that Customer transmits by Bank's cut-off time as set forth on the Services' designated website or the Services' Setup Form(s) on a Business Day will be posted to the Account as of that Business Day; however, a request (whether a same-day funds transfer or a future-dated transfer) may not result in an immediate transfer of funds or immediate availability because of the time required to process the transaction. Customer is solely responsible for the review of the previous day's transaction report and the status of the transfer request within the Services to ensure that the transaction was processed. Only Book Transfers initiated through the Services will be displayed on the Services' Transfer reports tab. All transfers are subject to the Account Agreement.

2.3.3.1 Future-Dated Book Transfer. In conjunction with Book Transfers, a request to transfer funds between Customer's Accounts may be initiated and approved for a future date. The future transfer date may be scheduled for such date in advance as may be permitted from time to time by Bank and as set forth within the Bank Internet System. Future-dated transfers may be scheduled as a one-time request or a recurring request in a pre-determined amount, based on the instructions entered by Customer with the request. Future-dated transfers will be initiated on the Business Day requested by Customer, not on the date Customer entered the transaction using the Services.

2.3.4 Stop Payment. Stop payments of checks drawn on Customer's Account(s) are subject to the terms and conditions of the Account Agreement. Notwithstanding anything in the Account Agreement to the contrary, Customer may use the Services to initiate stop payment orders for an individual check or a

range of checks. Bank shall have no responsibility for losses resulting from any delay in Bank's receipt of stop payment orders transmitted by means of the Bank Internet System or for Customer not taking additional actions when a response message from the Bank Internet System indicates a response other than a successful confirmation. Customer must provide Bank with the **EXACT CHECK NUMBER OR RANGE OF CHECK NUMBERS**. When known, Customer should also provide the **EXACT AMOUNT OF THE CHECK**. If the check number is incorrect in any way or the amount of the check is inaccurate by one cent or more in the stop payment order, payment will not be stopped and Bank will not be responsible for resulting losses. All other information must be reasonably accurate. Requests entered on the current day may not be effective until one (1) Business Day after receipt, and after Bank has had a reasonable time to act on the request. Requests made on a non-Business Day or on Saturday, Sunday or federal holidays are entered on the next Business Day but may not be effective until the second (2nd) Business Day after receipt. Stop payments using the Bank Internet System are effective for three hundred sixty-five (365) Calendar Days unless renewed before the end of the 365-day period. Customer is solely responsible for confirming the status of a stop payment order. Except as otherwise provided by Compliance Laws, Customer shall not have the right to stop payment on or recall any payment order or transfer request given hereunder after it has been transmitted to Bank. Only stop payment orders initiated or recalled through the Bank Internet System will be displayed on the Bank Internet System's Stop Payments screen. Stop payment orders that are not initiated through the Bank Internet System may also be cancelled through the Bank Internet System.

2.3.5 E-Learning. E-Learning is a self-paced, interactive educational tool available via the Services that Customer may use to learn more about the various features or modules related to the Services, as well as how to use them.

2.3.6 Customizable Dashboard. Using this feature, Customer can configure and save Account balance views, as well as command one-click access to detailed information, balance and payment reports, and high-use transaction initiation features. It is Customer's responsibility to view the "Dashboard" for Bank notices when designating another section of the Bank Internet System as the desired landing page.

2.4 In addition to the Services as described in this Appendix and/or in the Services' Setup Form(s), additional features or modules related to the Services may be offered from time to time by Bank, in its sole and exclusive discretion, including but not limited to the following:

2.4.1 Wire Transfers. Wire transfers and wire drawdowns are subject to the terms and conditions of the Wire Transfer Services Appendix. Once approved by Bank for use by Customer, this Service allows Customer to transfer funds electronically, typically from Customer's Account(s) to other account(s) with Bank or to

account(s) at other banks. Except for future-dated transfers, domestic or foreign wire transfers entered through the Services will be processed on the Business Day they are received, and at currency exchange rates disclosed within the Services, as applicable, provided that they are received in accordance with Bank's cut-off time(s) for foreign wires and for domestic wires, as set forth in the Wire Transfer Services Appendix.

2.4.2 ACH Originations. ACH originations are subject to the terms and conditions of the Automated Clearing House (ACH) Origination Appendix, the Third-Party Sender Services Appendix or the ACH Third Party Service Provider Agreement, as applicable. Once approved by Bank for use by Customer, this Service allows Customer to initiate and approve ACH transactions that Customer desires Bank to enter into the ACH network on Customer's behalf. Except for future-dated transactions, ACH transactions entered through the Services will be processed (but not settled) on the Business Day they are received, provided that they are received in accordance with Bank's cut-off time, as set forth in the Automated Clearing House (ACH) Origination Appendix or the Third-Party Sender Services Appendix, as applicable.

2.4.3 File Transfers. File transfers is a method for Customer and Bank to send and receive reports and files (including, but not limited to, ACH, Reconciliation, Lockbox, and BAI files) to each other through the Internet and are subject to the terms and conditions of applicable Appendices. Such reports and files may also be auto-generated and auto-delivered.

3. Hours of Access. Customer generally may access the Services 24 hours a day, seven (7) days a week. Customer may not be able to access the Services, however, during any special or other scheduled maintenance periods or interruption or delay due to causes beyond Bank's control. These hours of access are subject to change without notice.

4. Account Designation.

4.1 Customer may designate any of Customer's Accounts maintained with Bank for business or non-consumer purposes for use with the Services. Generally, the taxpayer identification number for each Account must be the same, and each Account is subject to the other conditions set forth in this Appendix, except as Bank, in its sole discretion, may otherwise permit. Bank reserves the right to deny any Account designation for use with the Services in its sole discretion.

4.2 Customer may at any time add or delete any Account that Customer has designated for use with any of the Services, or change the Services associated with any Account, by notifying Bank in writing.

5. Administrator(s) and Authorized Users.

5.1 Customer shall designate Administrator(s) with Bank as set forth in the Services'

Setup Form(s). Customer is solely responsible for designating its Administrator(s).

5.2 The Administrator(s) may designate other Administrators and/or Authorized Users. Customer accepts as its sole responsibility the Administrator's designation of other Administrators and Authorized Users. Customer understands that the Administrator(s) will control, and Customer authorizes the Administrator(s) to control, access by other Administrators and Authorized Users of the Services through the issuance of Access Devices. The Administrator(s) may add, change or terminate Customer's Authorized User(s) from time to time and in his/her sole discretion. Bank does not control access by any of Customer's Authorized Users to any of the Services. Bank recommends that Customer manage its use of the Services and its Administrators by requiring dual control to set up new Authorized Users. Bank also recommends that Customer review and assign limits for Authorized Users that create and/or approve wire transfers and ACH transactions, as established on the Services' Setup Form(s). In the event that Bank, in its sole and exclusive discretion, assists Customer in any way with the establishment, addition or general set-up of Authorized Users, Customer understands and agrees that the Administrator(s) shall remain responsible for verifying the accuracy thereof and shall otherwise control access by any of Customer's Authorized Users to any of the Services.

5.3 Customer will require each Administrator and each Authorized User to comply with all provisions of this Appendix and all other applicable agreements. Customer acknowledges and agrees that it is fully responsible for the failure of any Administrator or any Authorized User to so comply. Customer is responsible for any Payment, transfer and other Services and charges incurred by any Administrator and any Authorized User, even if such Administrator or Authorized User exceeds his/her authorization. Bank recommends that Customer require its Administrator(s) to review all entitlement reports available through the Services with respect to Customer's Authorized User(s).

5.4 Whenever any Authorized User leaves Customer's employ or Customer otherwise revokes the authority of any Authorized User to access or use the Services, the Administrator(s) are solely responsible for deactivating such Authorized User's Access Devices. Customer shall notify Bank in writing whenever a sole Customer Administrator leaves Customer's employ or Customer otherwise revokes a sole Administrator's authority to access or use the Services.

6. Access Devices; Security Procedures.

6.1 Upon successful enrollment, Customer can access the Services from Bank's designated website by using Customer's Computer or, as may be permitted by Bank from time to time in its sole discretion and in accordance with Bank's terms and conditions for such access, using mobile or other Internet-enabled system(s) or device(s), along with the Services' security procedures as described from time to time. A company ID assigned to

Customer by Bank, a unique Login ID and an individual password will be used for log-in by Customer's Administrator(s) and Authorized User(s). Bank will provide the Administrator(s) initially designated by Customer with an initial individual password to gain access to the Services. The Administrator(s) and Authorized User(s) must change his or her individual password from time to time for security purposes, as prompted by the Bank Internet System or more frequently.

6.2 Customer acknowledges that the Administrator(s) will, and Customer authorizes the Administrator(s) to, select other Administrators and Authorized Users by issuing to any person a unique Login ID and password. Customer further acknowledges that the Administrator(s) may, and Customer authorizes the Administrator(s) to, change or de-activate the unique Login ID and/or password from time to time and in his or her sole discretion.

6.3 Customer acknowledges that, in addition to the above individual passwords, access to the Services includes, as part of the Access Devices, a risk-based authentication security procedure at log-in for Customer, including Customer's Administrator and Authorized Users. This additional security procedure involves an additional credential for each user that is in addition to Login IDs and individual password security (hereinafter "Enhanced Log-in Security"). With Enhanced Log-in Security, additional information regarding each Authorized User's computer and method of website access will be collected and validated automatically with the set-up process. An electronic access identity will be created for each Authorized User by combining a number of key identification points, such as IP address, Internet service provider, PC and browser settings, time of day and geographic location. These access identities are used by Bank to authenticate Authorized Users. Further authentication may occur automatically due to the detection of unusual source occurrences in relation to that access identity. An additional security procedure incorporates use of a physical security device or token ("Token") for certain transactional functionality associated with ACH transactions and wire transfers. A Token will be issued to any Authorized User(s), for example, for use in initiating and/or approving ACH transactions and wire transfers. Notwithstanding the foregoing, Bank reserves the right to incorporate the use of Tokens for certain other functionality from time to time, in its sole discretion, including by way of example only and not by way of limitation, the use of Tokens with certain administrative functionality and for the creation of ACH and wire templates. Physical security of each Token is Customer's sole responsibility. With the Token, each Authorized User will receive a PIN number that the Authorized User must keep in a secure place. When an Authorized User leaves Customer's employ, his or her Login ID must be deleted and, if a Token had been issued to such Authorized User, Bank must be promptly notified so that Bank may deactivate such Authorized User's Token. Any additional Authorized User requiring a Token must be authorized, in writing by Customer to Bank, for Token creation or re-creation and deployment. If applicable, fees may be assessed for additional Tokens.

6.4 Customer further acknowledges and agrees that all wire transfers and ACH transactions initiated through the Services incorporate "dual control" or separation of duties. With this additional security feature, one Authorized User will be permitted to create, edit, cancel, delete and restore ACH batches or wire transfer orders under his/her unique Login ID, password and Token; a second *different* Authorized User with his/her own unique Login ID, password and Token will be required to approve, release or delete ACH batches or wire transfer orders.

6.5 Customer accepts as its sole responsibility the selection, use, protection and maintenance of confidentiality of, and access to, the Access Devices. Customer agrees to take reasonable precautions to safeguard the Access Devices and keep them confidential. Customer agrees not to reveal the Access Devices to any unauthorized person. Customer further agrees to notify Cash Management Customer Care immediately at 1-866-475-7262 if Customer believes that the confidentiality of the Access Devices has been compromised in any manner.

6.6 The Access Devices identify and authenticate Customer (including the Administrator and Authorized Users) to Bank when Customer accesses or uses the Services. Customer authorizes Bank to rely on the Access Devices to identify Customer when Customer accesses or uses any of the Services, and as signature authorization for any Payment, transfer or other use of the Services. Customer acknowledges and agrees that Bank is authorized to act on any and all communications or instructions received using the Access Devices, regardless of whether the communications or instructions are authorized. Bank owns the Access Devices, and Customer may not transfer them to any other person or entity.

6.7 Customer acknowledges and agrees that the Access Devices and other security procedures applicable to Customer's use of the Services and set forth in this Appendix, as well as such security best practices as described by Bank from time to time and made available on the Bank Internet System, are a commercially reasonable method for the purpose of verifying whether any Payment, transfer or other use of the Services was initiated by Customer. Customer also agrees that any election Customer may make to change or waive any optional security procedures recommended by Bank is at Customer's risk and that any loss resulting in whole or in part from such change or waiver will be Customer's responsibility. Customer further acknowledges and agrees that the Access Devices are not intended, and that it is commercially reasonable that the Access Devices are not intended, to detect any errors relating to or arising out of a Payment, transfer or any other use of the Services.

6.8 If Customer has reason to believe that any Access Devices have been lost, stolen or used (or may be used) or that a Payment or other use of the Services has been or may be made with any Access Devices without Customer's permission, Customer must contact its Administrator and Bank. In no event will Bank be liable

for any unauthorized transaction(s) that occurs with any Access Devices.

6.9 Bank may, from time to time, propose additional or enhanced security procedures to Customer. Customer understands and agrees that if it declines to use any such enhanced procedures, it will be liable for any losses that would have been prevented by such procedures. Notwithstanding anything else contained in this Appendix, if Bank believes immediate action is required for the security of Bank or Customer funds, Bank may initiate additional security procedures immediately and provide prompt subsequent notice thereof to Customer.

7. Debiting Customer's Account(s). Customer authorizes Bank to charge and automatically deduct the amount of any Payment from Customer's Account(s) (or any other Account Customer maintains with Bank, if necessary), in accordance with the Cash Management Master Agreement and the Account Agreement.

8. Electronic Statements.

8.1 As an eTreasury user, and subject to Bank's approval and applicable set-up and enrollment requirements, Customer may elect to stop or resume the mailing of paper statements for eligible Accounts by requesting this feature from Bank.

8.2 Only Accounts accessible via the Services may be enrolled for electronic statement delivery. Eligible Accounts are displayed on the "Statements" page of the Services. If Customer currently receives a consolidated periodic statement that includes multiple Accounts and Customer selects electronic statement delivery, all Accounts shown on the consolidated statement will be automatically enrolled for electronic statement delivery. For joint Accounts, only one Account owner need enroll for electronic statement delivery.

8.3 Customer's electronic statement will generally be available within 24 hours after the statement cut-off date. The statement cut-off date for Customer's electronic statement is the same as Customer's paper statement. Once made available as described herein, the information contained in Customer's electronic statement shall be deemed to have been delivered to Customer personally, whether actually received or not. Customer may view, print and download current statements and such period of statement history as set forth on the Bank Internet System. To view or print an electronic statement, Customer must have an appropriate version of Adobe Acrobat software installed on Customer's Computer sufficient to support access to a PDF file.

8.4 At Customer's request, Bank will send Customer a paper copy of Customer's electronic statement previously delivered through the Services at any time. Bank's standard fee then in effect and charged for paper delivery of copies of Account statements will apply. A request for a paper copy does not cause a termination of the electronic statement feature. A paper copy can be obtained until the copy is no longer required to be maintained by

Bank as a record for the designated Account under applicable law or regulation.

8.5 Customer may revoke consent for the electronic statement feature for Customer's Accounts at any time by contacting Customer's Relationship Manager. Electronic posting of Customer's electronic statement on the Services' site and transmission of related email notices will continue until: (i) termination of the electronic statement feature; (ii) termination of Customer's designated Accounts with Bank; or (iii) termination of this Agreement or Customer's use of the Services.

8.6 Bank may discontinue the electronic statements feature at any time in Bank's discretion and resume mailing paper statements to Customer. Bank may also add, modify or delete any feature of the electronic statements feature in Bank's discretion. Bank will provide Customer with notice of any change or termination in the electronic statement feature in accordance with this Appendix.

9. Alerts.

9.1 The Services allow Customer to voluntarily choose alert messages regarding Customer's Account(s), including but not limited to messages to alert Customer about high or low Account balance thresholds, about debit or credit transactions cleared, and payment status for ACH and wire transactions. Bank may add new alerts from time to time, or cancel existing alerts. If Customer has opted to receive an alert that is being canceled, Bank will notify Customer in accordance with the terms of this Appendix. Each alert has different options available, and Customer will be asked to select from among these options upon activation of Customer's alerts service.

9.2 Voluntary Alerts.

9.2.1 Electronic alerts will be sent to the email address Customer has provided as Customer's primary email address for the Services or via the Services' secure messaging service. If Customer's email address changes, Customer is responsible for informing Bank of the change. Customer can also choose to have alerts sent to a secondary email address. Changes to Customer's primary and secondary email addresses will apply to all of Customer's alerts.

9.2.2 Customer understands and agrees that Customer's alerts may be delayed or prevented by a variety of factors. Bank will use commercially reasonable efforts to provide alerts in a timely manner with accurate information. Bank neither guarantees the delivery nor the accuracy of the contents of any alert. Customer also agrees that Bank shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by Customer or any third party in reliance on an alert. Customer agrees that Bank is not responsible for any costs or fees incurred as a result of alerts sent to email addresses or phone numbers connected with mobile or similar devices.

9.2.3 Alerts are not encrypted and will never include Customer's Access Devices or full Account number(s). However, alerts may include Customer's name and some information about Customer's Accounts, depending upon which alert(s) Customer selects. Anyone with access to Customer's email address will be able to view the contents of these alerts.

9.2.4 Customer may, at its option, customize the subject line of Customer's alerts for easier identification by Customer. Customer acknowledges and agrees that Customer should not include full Account number(s) or other sensitive Customer or Account information in any customized subject line.

10. Use of Financial Management (FM) Software. Use of the Services may be supplemented by use of certain FM software. Compatibility and functionality of the FM software with the Services may vary depending upon the FM software Customer is using, and Bank makes no representations or guarantees regarding use of the Services with Customer's FM software. Bank will provide Customer with reasonable assistance, when requested, to enable Customer's use of the Services with FM software. Bank is not responsible for any problems related to the FM software itself, Customer's Computer or Customer's ability to connect using the FM software as described in this Appendix. Customer acknowledges and agrees that the FM software versions supported by Bank for purposes of use with the Services shall be in accordance with the sunset policy of the FM software provider.

11. Security. Customer agrees not to disclose any proprietary information regarding the Services to any third party (except to Customer's Administrator(s) and Authorized User(s)). Customer also agrees to comply with any operating, security and recognition procedures Bank may establish from time to time with respect to the Services. Customer will be denied access to the Services if Customer fails to comply with any of these procedures. Customer acknowledges that there can be no guarantee of secure transmissions over the Internet and that the Services' security procedures are reasonable. Customer is responsible for reviewing the transaction reports Bank provides on-line and in Customer's monthly statements to detect unauthorized or suspicious transactions. In addition to any other provision hereof regarding authorization of

transactions using the Services, all transactions will be deemed to be authorized by Customer and to be correctly executed thirty (30) Calendar Days after Bank first provides Customer with a statement or online transaction report showing that transaction, unless Customer has provided written notice that the transaction was unauthorized or erroneously executed within that period. In order to minimize risk of loss, Customer agrees to cause its Administrator or designated Authorized User(s) to review the transaction audit log available with the Services to detect unauthorized or erroneous transactions not less frequently than once every five (5) Calendar Days.

12. Terminating this Appendix; Liability.

12.1 This Appendix may be terminated in accordance with the terms and conditions of the Cash Management Master Agreement.

12.2 The provisions of this Appendix relating to Customer's and Bank's liability and the disclaimer of warranties set forth in the Cash Management Master Agreement and incorporated herein by reference shall survive the termination of this Appendix.

13. Changes to the Services and this Appendix. Bank may change the Services and this Appendix (including any amendments hereto) in accordance with the terms and conditions of the Cash Management Master Agreement.

14. Notices. Notices required by this Appendix shall be provided in accordance with the terms and conditions of the Cash Management Master Agreement.

15. Effectiveness. Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.



APPENDIX II

TD ACH ORIGINATION SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and the parties' Bank Internet System Agreement, as applicable. This Appendix applies to all automated clearing house ("ACH") Services made available to Customer, in Customer's capacity as an Originator, by Bank, as an Originating Depository Financial Institution ("ODFI"). All capitalized terms used herein without definition shall have the meanings given to them in either the Cash Management Master Agreement or the *NACHA Rules* (as defined below), as applicable. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. Services. The ACH network is a funds transfer system which provides for the interbank clearing of electronic credit and debit Entries for participating financial institutions. The ACH system is governed by the National Automated Clearing House Association's ("NACHA") *Operating Rules and Operating Guidelines* (collectively the "*NACHA Rules*").

2. Customer Obligations.

2.1 Customer will comply and shall cause its employees, officers, directors, agents and its Authorized Representative(s) and Administrator(s) to comply with (i) the *NACHA Rules* as amended from time to time and (ii) any specifications, advisories, interim policies, or instructions related to ACH transactions issued, from time to time, by Bank, NACHA or any federal or state regulatory authorities. The duties of Customer set forth in this Appendix in no way limit the requirement that Customer comply with the *NACHA Rules*. Customer specifically adopts and makes to Bank all representations and warranties of an Originator under the *NACHA Rules*, including that Customer will not initiate Entries in violation of the laws of the United States. Customer has access to a copy of the *NACHA Rules* and acknowledges receipt of a copy. (The *NACHA Rules* may be obtained at NACHA's website at www.NACHA.org or by contacting NACHA directly at 703-561-1100.) Customer agrees to subscribe to receive revisions to the *NACHA Rules* directly from NACHA.

2.2 Customer will maintain a checking Account ("Settlement Account") at Bank with available balances as of the Effective Entry Date sufficient to offset any Entries submitted and against which any rejected or returned Entries may be credited or debited. Bank reserves the right, in its sole and exclusive discretion and at any time, to require ACH pre-funding of credit Entries requested by Customer, in accordance with the terms and conditions of any agreement between Bank and Customer relating to pre-funding of such Entries, including as otherwise set forth in this Appendix. Bank also reserves the right, in its sole and exclusive

discretion and at any time, to delayed settlement of debit Entries requested by Customer, in accordance with the terms and conditions of any agreement between Bank and Customer relating thereto.

2.3 Customer agrees from time to time, upon Bank's request and in accordance with this Appendix and the parties' Cash Management Master Agreement, to promptly provide Bank with information pertaining to Customer's financial condition as Bank may request, including without limitation, the name(s) of other financial institutions that Customer is using to originate Entries.

2.4 Nothing in this Appendix or any course of dealing between Customer and Bank (i) constitutes a commitment or obligation of Bank to lend money to Customer, (ii) obligates Bank to extend any credit to Customer, to make a loan to Customer or otherwise to advance funds to Customer to pay for any payment order contrary to Bank's published availability schedules and the settlement timing as reflected herein, and in such other documents and materials as may be provided to Customer by Bank with regard to the Services from time to time, (iii) constitutes a modification of this Appendix, the *NACHA Rules*, or the Security Procedures, or (iv) otherwise constitutes an agreement between Bank and Customer regardless of whatever practices and procedures Bank and Customer may use.

2.5 Customer is responsible for all tariffs, duties or taxes (excluding U.S. federal, state and local taxation of the income of Bank) that may be imposed by any government or governmental agency in connection with any payment order executed pursuant to this Appendix, including without limitation any international tariffs, duties or taxes related to international ACH Entries as further described in Section 6 below.

2.6 Customer shall be liable for all fines including without limitation any international fines related to international ACH Entries as further described in Section 6 below, that may be incurred by Bank that are attributable to Customer's failure to comply with (i) the *NACHA Rules*, or (ii) the laws, regulations and orders administered by the U.S., including without limitation, the U.S. Department of

the Treasury's Office of Foreign Assets Control ("OFAC") and the U.S. Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN").

3. Risk Exposure Limits.

3.1 Bank will establish for Customer, in Bank's sole and exclusive discretion, a transactional "Credit Exposure Limit" and a "Debit Exposure Limit" ("Exposure Limit(s)"). Each Exposure Limit will be established as an aggregate limit over multiple Settlement Dates with other not-yet-settled transactions issued by Customer through any ACH application with Bank. The Exposure Limits are based on Customer's financial condition and anticipated or historical level(s) of Entry instructions with Bank. Bank will notify Customer of Customer's Exposure Limits prior to implementation of the Services.

3.2 Customer shall promptly notify Bank if Customer anticipates a significant increase or decrease in the dollar amount of any of its ACH transactions. Bank may, from time to time, in its sole discretion, change the amount of Customer's Exposure Limits. Bank may, on an annual or more frequent basis, in Bank's sole discretion, review Customer's Exposure Limits and make any adjustments to Customer's Exposure Limits that Bank may deem appropriate.

3.3 Bank monitors all Exposure Limits for every customer that originates ACH transactions. Bank may suspend or reject processing of any Entry instructions if such Entry exceeds Customer's Exposure Limit(s). Bank may, in its sole and exclusive discretion, but shall have no obligation, to elect to process occasional Entry instructions that would exceed Customer's Exposure Limit(s). If Customer's Entry instructions exceed its Exposure Limit(s), Bank may elect to process such instructions subject to there being sufficient available funds in the Settlement Account, or in any other Customer Account(s) authorized by Bank for ACH transaction purposes, for the total amount of all credit Entries submitted to Bank for processing. In such event, Bank may elect to reduce available funds in the Settlement Account, as well as place a hold on available funds in any other Customer Account(s) authorized by Bank for ACH transaction purposes to the extent necessary to cover the total amount of the ACH credit Entries, on the Business Day that Bank begins processing Customer's ACH file. Customer's Settlement Account will be debited on the effective Settlement Date of the file, simultaneously with removal of the hold on funds in the other Customer Account(s). Alternatively, if Customer's Entry instructions exceed Customer's Exposure Limit(s), Bank may elect to process such instructions and release a file against insufficient collected funds, subject to Customer promptly depositing collected funds in the Settlement Account in the form of a cash deposit, wire transfer, intra-bank fund transfer or loan advance to cover Customer's funding obligation.

4. File Transmission Methods; Addenda.

4.1 Customer may elect, in accordance with the Services' Setup Form(s), to transmit a NACHA-formatted file to Bank via the following methods, or via such other methods as Bank may permit from time to time in its sole and exclusive discretion:

4.1.1 Bank Internet System Transmission. Customer may transmit a NACHA-formatted file to Bank via the service described in the Bank Internet System Appendix. Customer agrees to the terms of the Bank Internet System Appendix and its related security procedures when initiating Entries as described therein.

4.1.2 Direct Electronic Transmission. Customer may transmit a NACHA-formatted file directly to Bank, as described in or as otherwise permitted by Bank's Appendix for Data Transmission Services. Connectivity between Bank and Customer must be established and successfully tested prior to live transactions.

4.2 Electronic Data Interchange ("EDI"). EDI consists of the electronic movement of data between Customer and Bank in a structured, computer-retrievable data format that permits information to be transferred between a computer program at Customer's location and a computer program at Bank's location without re-keying. Customer and Bank may transmit between each other an ACH file that contains ACH Addenda which conform to the *NACHA Rules* via EDI, and as described in or as otherwise permitted by Bank's Appendix for Data Transmission Services. Bank will process and forward Addenda information along with financial transactions through the ACH network. Bank will, upon Customer's request, forward Addenda information to Customer within two (2) Business Days of Bank's receipt of such information.

5. Transmittal of Entries by Customer.

5.1 Customer will send file(s) of credit and debit Entries to Bank (i) with computer readable information; (ii) with an ACH file and format consistent with current NACHA file and Bank specifications; and (iii) on the medium as agreed by the parties and in accordance with the security procedures associated with that transmission medium. Customer agrees to initiate Entries described herein in accordance with the requirements of, and in compliance with its responsibilities, representations and warranties as an Originator under, the *NACHA Rules*.

5.2 With respect to any credit and debit Entries initiated and transmitted by Customer that involve consumers, Customer will comply with, each as may be amended from time to time: (i) all authorization, disclosure and other requirements of the *NACHA Rules* and (ii) all applicable federal and state laws and regulations, including, without limitation, any applicable requirements of Regulation E of the Consumer Financial Protection Bureau (or any successor entity who administers Regulation E) (hereinafter "Regulation E") and the Federal Electronic Funds Transfer Act.

5.3 Customer acknowledges the right of a consumer Receiver of an unauthorized debit Entry, as applicable and as described in the *NACHA Rules*, to obtain a refund of the funds debited from Receiver's account by such Receiver sending a written notice to Receiver's Receiving Depository Financial Institution ("RDFI") in accordance with the *NACHA Rules* (i.e., a Written Statement of Unauthorized Debit), and where such notification is received in time and in a manner that reasonably allows the RDFI to meet the deadline for transmitting a Return Entry as provided in the *NACHA Rules*. Customer also acknowledges the right of a corporate Receiver of a debit Entry, as applicable and as described in the *NACHA Rules*, to obtain a refund of the funds debited from such Receiver's account by such Receiver sending a notice to Receiver's RDFI within two (2) Business Days following the Settlement Date of the original Entry. Customer indemnifies Bank against any such claim for a refund by any Receiver.

5.4 In accordance with this Appendix, Customer may use the Services to initiate and transmit credit and debit Entries with certain Standard Entry Class ("SEC") Codes. Authorized SEC Codes include PPD, PPD+, CCD, CCD+ and CTX. All other SEC Codes may be used with proper designation on the Services' Setup Form(s) and in accordance with additional instructions from and requirements by Bank, as applicable. Bank may also suspend or terminate Customer's use of one or more SEC Codes at any time in Bank's sole and exclusive discretion.

6. International ACH Transactions ("IAT Entries").

6.1 An IAT Entry is a debit or credit Entry that is part of a payment transaction involving a Financial Agency located outside of the territorial borders of the United States, which is processed through the domestic ACH network, pursuant to the *NACHA Rules*, including the rules pertaining to International ACH Transactions. IAT Entries also include those that are funded directly by an incoming international wire or similar funding source. The *NACHA Rules* establish SEC Code "IAT" for all International ACH Transactions. Customer agrees to be bound by the *NACHA Rules* and all other statutes and regulations pertaining to IAT Entries, including all applicable OFAC and FinCEN rules and regulations associated with IAT Entries. Customer acknowledges that IAT Entries require additional mandatory information, according to special formatting requirements, in the computer record for such Entries within an ACH batch file. Customer expressly agrees to identify and properly initiate all IAT Entries. Bank will facilitate IAT Entries to Receivers located in foreign countries approved by Bank and facilitated by the ACH or the Gateway Operator (hereinafter in this Section, collectively, "ACH Operator"). Bank will process each IAT Entry in accordance with (a) the laws and payment system rules and requirements of the receiving foreign country ("Foreign Country Rules"), (b) any agreement governing IAT Entries between Bank and the ACH Operator through which Bank processes the IAT Entry, the terms of which Bank communicates to Customer

prior to Customer's use of the Services or from to time thereafter, and (c) the *NACHA Rules*.

6.2 Customer acknowledges and agrees that IAT Entries may be subject to laws, regulations and restrictions of U.S. and foreign governments relating to foreign exchange transactions. Before initiating an IAT Entry, Customer agrees to understand and accept the Foreign Country Rules. An IAT Entry must be authorized by the Receiver. The form and content of the Receiver's authorization, including whether such authorization is oral, electronic or written, is governed by Foreign Country Rules. Customer assumes the risk of rejection of its Entries according to Foreign Country Rules, Bank and the ACH Operator. Customer expressly acknowledges and agrees that Outbound IAT Entries, once transmitted, are irrevocable and are subject to the Foreign Country Rules; furthermore, the time frames for return of an Entry are determined by the Foreign Country Rules and may exceed the sixty (60) day return window for consumer Entries defined by the U.S. ACH system and the *NACHA Rules*, as well as the return window for non-consumer Entries. Customer also agrees that IAT Entries may not be dishonored, reversed or settled upon a specific date, and that pre-notifications are not permitted with respect to IAT Entries involving certain foreign countries. To the extent not otherwise prohibited by law, in connection with IAT Entries, (1) Customer assumes the risk of all fluctuations in foreign exchange rates or availability, and (2) Customer assumes the risk of loss for creating any and all erroneous IAT Entries. Customer acknowledges and agrees that the processing, settlement and/or availability of such Entries may be delayed or suspended in the event that Bank determines that enhanced scrutiny or verification of such Entries is necessary under the *NACHA Rules* and/or applicable U.S. law. The ACH Operator through which Bank processes the IAT Entry, in its sole discretion, may also refuse to handle IAT Entries. Customer acknowledges that Bank shall have no liability for such delay or refusal.

6.3 In addition to the provisions of Section 22 of this Appendix, Customer makes the following additional representations and warranties with respect to any IAT Entry submitted by Customer or on Customer's behalf:

6.3.1 Customer is in compliance with U.S. law, including, but not limited to, Customer's obligations under programs administered by OFAC and FinCEN; and

6.3.2 The origination of an Outbound IAT Entry is in compliance with the Foreign Country Rules, including any requirements regarding authorization with respect to an IAT Entry.

6.4 Bank will not be liable for (a) any failure or delay by the ACH Operator, any intermediary financial institution, or the financial institution designated to receive the IAT Entry in the receiving country in processing or failing to process any IAT Entry that is transmitted to the receiving country, or (b) the acts or omissions by a third party, including without limitation, the delay or failure of any third party to process, credit or debit any IAT Entry. Bank is also not responsible for the transmission or

settlement of IAT Entries on foreign holidays or other days on which foreign countries may not process Entries.

6.5 With respect to credit IAT Entries that Customer wishes to originate in the currency of a designated foreign government or intergovernmental organization ("Foreign Currency"), Bank will originate the IAT Entries in U.S. dollars ("USD") only. Once the Entry is transmitted by Bank to the ACH Operator, the ACH Operator will convert the amount to be transferred from USD to the Foreign Currency. If the financial institution designated to receive the funds does not pay the Receiver specified in the Entry, or if the Entry is subsequently determined to be erroneous, the ACH Operator will convert the amount to be returned from the Foreign Currency to USD. Bank will not be liable for any difference in the amount of the original Entry after it has been converted from the Foreign Currency to USD. Further, if Customer designates the currency to arrive at the receiving financial institution in Foreign Currency, and the designated Receiver account at the receiving financial institution is a USD account, Customer acknowledges that the receiving financial institution may: (1) elect to convert the currency back to USD and post the transfer to the Receiver's account accordingly, or (2) return the Entry, in which case the amount transferred is converted from Foreign Currency back to USD to post back to Customer's account. Customer assumes all foreign exchange risk associated with any of the foregoing.

7. Security Procedures.

7.1 Customer and Bank shall comply with the security procedures set forth or incorporated by reference in this Appendix, the Cash Management Master Agreement, the Bank Internet System Appendix, Data Transmission Services Appendix and/or associated documents provided by Bank, including without limitation the Services' Setup Form(s) (collectively the "Security Procedures"), with respect to Entries transmitted by Customer to Bank. Customer acknowledges and agrees the Security Procedures are a commercially reasonable method for the purpose of verifying the authenticity of Entries (or any request for cancellation or amendment thereof). Customer further acknowledges that the purpose of the Security Procedures is not to detect an error in the transmission or content of an Entry. No security procedures have been agreed upon between Bank and Customer for the detection of any such error.

7.2 Customer is strictly responsible for establishing, implementing, maintaining and (as appropriate) updating its own security procedures (a) to safeguard against unauthorized transmissions, and (b) relating to the initiation, processing and storage of Entries. As required by the *NACHA Rules* with respect to the protection of ACH information (non-public information, including financial information of Receivers and Customer's customers, used to create, or contained within, an ACH Entry and any related addenda record), Customer shall ensure that its security policies, procedures and systems:

- Protect the confidentiality and integrity of the protected information,
- Protect against anticipated threats or hazards to the security or integrity of protected information until its destruction, and
- Protect against unauthorized use of protected information that could result in substantial harm to the Receiver/customer.

Customer warrants to Bank that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and Customer agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and any passwords, codes, security devices and related instructions Bank provides in connection with the Security Procedures. If Customer believes or suspects that any such information or instructions have been known or accessed by an unauthorized person, Customer agrees to notify Bank immediately by calling 1-866-475-7262, followed by written confirmation to TD Bank, N.A., Attn: Treasury Management Services Support, 6000 Atrium Way, Mt. Laurel, New Jersey, 08054. The occurrence of unauthorized access will not affect any transfers Bank makes in good faith prior to, and within a reasonable time period after, its receipt of such notification.

7.3 Bank may, from time to time, propose additional or enhanced security procedures to Customer. Customer understands and agrees that if it declines to use any such enhanced procedures, it will be liable for any losses that would have been prevented by such procedures. Notwithstanding anything else contained in this Appendix, if Bank believes immediate action is required for the security of Bank or Customer funds, Bank may initiate additional security procedures immediately and provide prompt subsequent notice thereof to Customer.

8. Compliance with Security Procedures.

8.1 If an Entry (or a request for cancellation or amendment of an Entry) received by Bank purports to have been transmitted or authorized by Customer, it will be deemed effective as Customer's Entry (or request), and Customer shall be obligated to pay Bank the amount of such Entry (or request) even though the Entry (or request) was not authorized by Customer, provided Bank acted in compliance with the Security Procedures. To the extent that signature comparison is to be used as part of any applicable Security Procedures, Bank shall be deemed to have complied with that part of such Security Procedures if it compares the signature accompanying a file of Entries (or request) with the signature of an Authorized Representative of Customer and, on the basis of such comparison, believes the signature to be that of such Authorized Representative.

8.2 If an Entry (or a request for cancellation or amendment of an Entry) received by Bank was transmitted or authorized by Customer, Customer shall be obligated to pay the amount of the Entry as provided herein, whether or not Bank complied with the Security Procedures and whether or not that Entry was erroneous in any respect or that error would have been detected if Bank had complied with the Security Procedures.

9. Recording and Use of Communications. Customer and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Appendix may be electronically recorded and retained by either party by use of any reasonable means.

10. Processing, Transmittal and Settlement of Entries by Bank.

10.1 Bank will process, transmit and settle for credit and debit Entries initiated by Customer as provided in the *NACHA Rules* as in effect from time to time, and pursuant to this Appendix. Exclusive of "Same Day ACH Entries," which are described in Section 23 below, Bank will transmit such Entries as an ODFI to the ACH Operator by the deadline of the ACH Operator, provided such Entries are received by Bank prior to 8:00 p.m. Eastern Time ("ET") and the ACH Operator is open for business on such Business Day. Entries received after 8:00 p.m. ET will be deemed received the following Business Day. If the Effective Entry Date falls on a non-Business Day, final settlement will occur on the next Business Day. Customer may submit a NACHA-formatted file up to the time limit in advance of the Effective Entry Date as the Services permit, or as may otherwise be permitted by Bank under the terms of this Appendix. Customer will hold Bank harmless from all charges and liabilities that may be incurred as a result of the delivery of late Entries.

10.2 If the file of Entries is received other than in specified NACHA and Bank format, Customer will be required to provide Bank with a corrected file. If a corrected file of Entries is received later than 8:00 p.m. ET on the delivery date with an intended Effective Entry Date of next-Business Day, Customer will hold Bank harmless from all charges and liabilities that may be incurred as a result of the processing of late Entries.

10.3 For purposes of this Appendix, Entries shall be deemed received by Bank, in the case of electronic file transmission, when the transmission is completed as set forth in Bank's Appendix for Data Transmission Services and/or the Services' Setup Form(s).

10.4 If any of the requirements of this Section 10 (or of Section 23 with respect to Same Day ACH Entries) are not met, Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline on which the ACH Operator is open for business.

11. On-Us Entries. Except as otherwise provided herein, in the case of an Entry received for credit or debit to an account maintained by Bank (an "On-Us Entry"), Bank will credit or debit the Receiver's account in the amount of such Entry on the Effective Entry Date, provided the requirements set forth herein are otherwise met. If those requirements are not met, by reason of stale or same-day Effective Entry Dates on such Entries, Bank will credit or debit the Receiver's account in the amount of such Entry on the date the Entry was received by Bank, or if the Entry was received on a non-Business Day, Bank will credit or

debit the Receiver's account in the amount of such Entry on the next Banking Day following the date the Entry was received by Bank. Bank will have the right to reject an On-Us Entry as described in Section 12, *Returned or Rejected Entries*. In the case of an On-Us Entry, Bank will have all rights of an RDFI including, without limitation, the rights set forth in *NACHA Rules*.

12. Returned or Rejected Entries.

12.1 In the event any Entry is returned or rejected by the ACH Operator or any RDFI or Intermediary Depository Financial Institution for any reason whatsoever, it shall be the responsibility of Customer to remake and resubmit such Entry or otherwise resolve the returned Entry in accordance with the *NACHA Rules*.

12.2 Bank shall remake such Entry in any case where rejection by the ACH Operator was due to mishandling of such Entry by Bank and sufficient data is available to Bank to permit it to remake such Entry. In all other instances, Bank's responsibility will be to receive rejected or returned Entries from the ACH Operator, perform necessary processing, control and settlement functions, and to forward such Entries to Customer. Except for an Entry retransmitted by Customer in accordance with the requirements of Section 5, *Transmittal of Entries by Customer*, Bank shall have no obligation to retransmit a returned Entry to the ACH Operator if Bank complied with the terms of this Appendix with respect to the original Entry.

12.3 Bank may reject any Entry which does not comply with the requirements of Section 5, *Transmittal of Entries by Customer*, or Section 7, *Security Procedures*. Bank may also reject any Entry which contains a future Settlement Date that exceeds the limits set forth within the Services. Bank may reject an On-Us Entry for any reason for which an Entry may be returned under the *NACHA Rules*. Bank may reject any Entry or file if Customer has failed to comply with its Settlement Account balance obligations under Section 2, *Customer Obligations*, or Customer's Exposure Limit under Section 3, *Risk Exposure Limits*. Notices of rejection shall be effective when given. Bank shall have no liability to Customer by reasons of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein. Bank may monitor Customer's rejected or returned Entries. Bank reserves the right, in its sole and exclusive discretion, to require Customer to establish a reserve Account in the event that an excessive number of Customer's debit Entries are rejected or returned.

12.4 In accordance with *NACHA Rules*, Bank may monitor returned Entries, and in its sole discretion, may: (1) require Customer to lower its return rates, (2) invoke premium penalty fees for unauthorized or excessive return rates, and/or (3) invoke termination or suspension of the Services and/or this Appendix in conjunction with Section 31 of this Appendix.

13. Cancellation or Amendment by Customer. Customer shall have no right to cancel or amend any Entry or file after its receipt by Bank. However, if such request complies with the Security Procedures applicable to the

cancellation of data, Bank shall use reasonable efforts to act on a request by Customer for cancellation of an Entry prior to transmitting it to the ACH Operator, or in the case of an On-Us Entry, prior to crediting or debiting a Receiver's account, but Bank shall have no liability if such cancellation is not effected. Customer shall reimburse Bank for any expenses, losses, or damages Bank may incur in effecting or attempting to effect the cancellation or amendment of an Entry.

14. Reversing Entries/Files. If Customer discovers that any Entry or file Customer has initiated was in error, it may use the Services to correct the Entry or file by initiating a reversal or adjustment, or Customer may notify Bank of such error and Bank will utilize reasonable efforts on behalf of Customer, consistent with the *NACHA Rules*, to correct the Entry or file by initiating a reversal or adjustment of such Entry or file. In all such cases, it shall be the responsibility of Customer to notify the affected Receiver that an Entry or file has been made which is at variance with the authorization or is otherwise erroneous. Customer indemnifies Bank against any claim by any Receiver that a reversing Entry or file requested by Customer is wrongful. Customer understands and acknowledges that certain RDFIs may not or cannot comply with such reversal and that, in such an event, Bank will debit Customer's Settlement Account in the amount of the provisional credit applied to the Settlement Account for such Entry or file.

15. Notice of Returned Entries. Bank will use reasonable efforts to notify Customer by phone or electronic transmission of the receipt of a returned Entry from the ACH Operator no later than one (1) Business Day after the Business Day of such receipt. Except for an Entry re-transmitted by Customer in accordance with the requirements of Section 5, *Transmittal of Entries by Customer*, Bank shall have no obligation to re-transmit a returned Entry to the ACH Operator if Bank complied with the terms of this Appendix with respect to the original Entry.

16. Notifications of Change. Bank will use reasonable efforts to notify Customer of each Notification of Change ("NOC") or Corrected Notification of Change ("Corrected NOC") received by Bank related to Entries transmitted by Customer within two (2) Business Days after receipt thereof. Customer shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) Business Days of Customer's receipt of the NOC or Corrected NOC information from Bank or prior to initiating another Entry to the Receiver's account, whichever is later.

17. Pre-Notification and Rejection of Pre-Notification. Bank recommends that, as permitted by the *NACHA Rules* or applicable law, Customer send pre-notifications at least three (3) Business Days prior to initiating an authorized Entry to a particular account in a format and medium approved by the *NACHA Rules*. Customer may also initiate a new pre-notification (i) when any changes are made to an account number, financial institution, or individual identification number or (ii) as otherwise stated in the *NACHA Rules*. If Customer receives

notice that any such pre-notification has been rejected by an RDFI, Customer will not initiate any related Entry until the cause for rejection is resolved as provided in the *NACHA Rules*. If Customer receives notice that an RDFI will not receive Entries without having first received a copy of the authorization signed by its customer, Customer will not initiate any Entry to such customer(s) until it has provided the RDFI with such authorization within the time limits provided in the *NACHA Rules*. Customer understands and acknowledges that once a pre-notification has been initiated using the Services, Customer will be restricted from initiating any Entry to such customer(s) for three (3) Business Days.

18. Participant Authorization for Entries.

18.1 To the extent required by the *NACHA Rules* or applicable law, Customer will obtain all consents and written authorizations for all Entries in accordance therewith. Such authorizations and any related disclosures shall be in a form that complies with (i) all requirements of the *NACHA Rules* and (ii) all applicable federal and state laws and regulations, as the same may be amended from time to time, including, without limitation, any applicable requirements of Regulation E, the Federal Electronic Funds Transfer Act, and sanctions enforced by OFAC. Customer shall obtain and maintain current information regarding OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at (800) 540-OFAC or by visiting the OFAC website at www.ustreas.gov/ofac.) Each Entry will be made according to such authorization and shall comply with the *NACHA Rules*. No Entry will be initiated by Customer after such authorization has been revoked or the arrangement between Customer and such Receiver or other party has terminated.

18.2 Customer shall retain all consents and authorizations for the period required by the *NACHA Rules*. Customer will furnish to Receiver, or to Bank upon its request, an original or a copy of an authorization as required under or for any purpose required by the *NACHA Rules*. No investigation or verification procedure undertaken by Bank shall be deemed to limit or waive Customer's obligations under this Section.

19. Re-initiation of Entries. Customer may not re-initiate Entries except as prescribed by the *NACHA Rules*.

20. Payment by Customer for Entries; Payment by Bank for Entries.

20.1 Except as may otherwise be agreed by Bank in its sole and exclusive discretion, Customer shall pay Bank the amount of each credit Entry transmitted by Bank pursuant to this Appendix at such time on the date of transmittal by Bank of such credit Entry as Bank, in its discretion, may determine.

20.2 Customer shall promptly pay Bank the amount of each debit Entry returned by an RDFI pursuant to this Appendix.

20.3 Bank will pay Customer the amount of each debit Entry transmitted by Bank pursuant to this Appendix at such time on the Settlement Date with respect to such debit Entry as Bank, in its discretion, may determine, and the amount of each On-Us Entry at such time on the Effective Entry Date as Bank, in its discretion, may determine.

20.4 Bank will use reasonable efforts to promptly pay Customer the amount of each credit Entry returned by an RDFI that was transmitted by Bank pursuant to this Appendix.

20.5 Customer acknowledges and agrees that any failure of Customer to make payment to Bank as described in this Section may constitute an event of default under any other agreement for credit that Customer or any of Customer's Affiliates has with Bank or any Affiliate of Bank. Customer further acknowledges and agrees to execute and deliver any further documents and instruments as Bank may require to effectuate the cross-default contemplated hereby.

21. Third-Party Service Provider; Third-Party Sender Activities.

21.1 Subject to Bank's prior approval and in its sole and exclusive discretion, Customer may appoint a third party to act as Customer's agent to process Entries on Customer's behalf and for purposes of the services provided hereunder ("Third-Party Service Provider"), as set forth in the Services' Setup Form(s). All data received by Bank from Third-Party Service Provider, including Entries and instructions (and corrections or adjustments thereto), are hereby authorized by Customer. All acts and omissions of Third-Party Service Provider shall be the acts, omissions and responsibility of Customer and shall be governed by the provisions of this Appendix. Customer agrees, jointly and severally with Third-Party Service Provider, to indemnify and hold Bank harmless from any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel in connection with any investigative, administrative or judicial proceedings, whether or not Bank shall be designated a party thereto) which may be incurred by Bank relating to or arising out of the acts or omissions of Third-Party Service Provider on behalf of Customer. Customer and Third-Party Service Provider shall execute any such other agreement(s) or documents as deemed necessary or appropriate by Bank prior to the initiation or continuation by Third-Party Service Provider of any services on Customer's behalf, including without limitation Bank's Third-Party Service Provider Agreement, as the same may be modified by Bank from time to time. Notice of any termination of Third-Party Service Provider's authority to transmit data and instructions to Bank on Customer's behalf shall be given to Bank in writing. The effective date of such termination shall be ten (10) Business Days after Bank receives written notice of such termination. Customer agrees that Bank retains the right to reject any Third-Party Service Provider and any Entries initiated by Customer's Third-Party Service Provider in its sole discretion.

21.2 Customer may not use the services provided hereunder to process Entries on behalf of Customer's clients (defined as a "Third-Party Sender" under the *NACHA Rules*), except where Customer has formally requested to engage in such activity in advance and where Bank has provided its prior approval, which Bank may grant or withhold in its sole and exclusive discretion. In the event Bank approves of such use, Customer shall execute such other agreement(s) or documents as deemed necessary or appropriate by Bank prior to the initiation or continuation by Customer of any ACH services in the capacity of a Third-Party Sender. Customer agrees that Bank retains the right to reject any request by Customer to engage in Third-Party Sender activities as well as any Entries initiated by Customer in such capacity, in Bank's sole discretion.

22. Customer Representations and Agreements; Indemnity. In addition to Customer representations, agreements and warranties otherwise described in this Appendix, Customer further represents and warrants to Bank and agrees, with respect to each and every Entry transmitted by Customer or any Third-Party Service Provider on Customer's behalf, that:

(i) Each person shown as the Receiver of an Entry received by Bank from Customer has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry;

(ii) Such authorization is operative at the time of transmittal or crediting or debiting by Bank as provided herein;

(iii) Entries transmitted to Bank by Customer are limited as set forth in Sections 3 and 5;

(iv) Customer shall perform its obligations under this Appendix in accordance with the laws of the United States and all other applicable laws, regulations and orders, including, but not limited to, the transaction screening and sanctions laws, regulations and orders administered by OFAC; laws, regulations and orders administered by FinCEN; and any state laws, regulations or orders applicable to the providers of ACH payment services;

(v) Customer shall be bound by and comply with the provisions of the *NACHA Rules* (among other provisions of the *NACHA Rules*) that make payments of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry;

(vi) Customer specifically acknowledges that it has received notice of the rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount of the Entry;

(vii) with respect to each International ACH Transaction ("IAT") that Customer may be permitted by Bank to initiate, Customer shall (a) classify and format payments transmitted to or received from a financial

agency outside the U.S. as an IAT in accordance with the *NACHA Rules*, (b) provide data necessary to accompany the transaction in compliance with the Bank Secrecy Act's "Travel Rule," (c) screen the IAT prior to transmitting any file(s) of Entries to the Bank in accordance with the requirements of OFAC and comply with OFAC sanctions, and (d) otherwise comply with and be subject to all other requirements of U.S. law, the *NACHA Rules*, OFAC and FinCEN, as well as the Foreign Country Rules;

(viii) with respect to each Internet-initiated/mobile ("WEB") (as defined under the *NACHA Rules*) ACH Entry that Customer may be permitted by Bank to initiate, (a) Customer employs (1) commercially reasonable detection systems to minimize risk of fraud related to Internet-initiated payments, (2) commercially reasonable procedures to verify validity of routing numbers, (3) commercially reasonable methods of authentication to verify the identity of the Receiver, and (4) a commercially reasonable level of encryption technology, and (b) where required by the *NACHA Rules* and/or Bank, Customer conducts annual audits as to its security practices and procedures that include, at a minimum, verification of adequate levels of (1) physical security to protect against theft, tampering, or damage, (2) personnel and access controls to protect against unauthorized access and use and (3) network security to ensure secure capture, storage, and distribution, and will provide proof of such audits to Bank upon request;

(ix) with respect to each Telephone-Initiated ("TEL") Entry that Customer may be permitted by Bank to initiate, Customer has (a) employed commercially reasonable procedures to verify the identity of the Receiver, and (b) utilized commercially reasonable procedures to verify that routing numbers are valid;

(x) with respect to each Accounts Receivable ("ARC") Entry that Customer may be permitted by Bank to initiate, (a) the amount of the Entry, the routing number, the account number and the check serial number are in accordance with the source document, (b) Customer will retain a reproducible, legible image, microfilm or copy of the front of the Receiver's source document for each ARC Entry for two (2) years from the Settlement Date of the ARC Entry, (c) Customer has employed commercially reasonable procedures to securely store (1) all source documents until destruction and (2) all banking information relating to ARC Entries, (d) Customer has established reasonable procedures under which the Receiver may notify Customer that receipt of Receiver's checks does not constitute authorization for ARC Entries to the Receiver's account and that Customer will allow the Receiver to opt-out of check conversion activity, and (e) the source document to which each ARC Entry relates may not be presented or returned such that any person will be required to make payment based on the source document unless the ARC Entry is returned;

(xi) with respect to each Back Office Conversion ("BOC") Entry that Customer may be permitted by Bank to initiate, (a) Customer has employed commercially reasonable procedures to verify the identity

of the Receiver, (b) Customer has established and maintains a working telephone number for Receiver inquiries regarding the transaction that is answered during normal business hours and that such number is displayed on the notice required by the *NACHA Rules* for BOC Entries, (c) the amount of the Entry, the routing number, the account number and the check serial number are in accordance with the source document, (d) Customer will retain a reproducible, legible image, microfilm or copy of the front of the Receiver's source document for each BOC Entry for two (2) years from the Settlement Date of the BOC Entry, (e) Customer has employed commercially reasonable procedures to securely store (1) all source documents until destruction and (2) all banking information relating to BOC Entries, and (f) the source document to which each BOC Entry relates will not be presented or returned such that any person will be required to make payment based on the source document unless the BOC Entry is returned;

(xii) with respect to each Point-of-Purchase ("POP") Entry that Customer may be permitted by Bank to initiate, the source document provided to Customer for use in obtaining the Receiver's routing number, account number, and check serial number for the initiation of the POP Entry (a) is returned voided to the Receiver after use by Customer and (b) has not been provided to the Receiver for use in any prior POP Entry; and

(xiii) with respect to each Returned Check ("RCK") Entry that Customer may be permitted by Bank to initiate, (a) all signatures on the item are authentic and authorized, (b) the item has not been altered, (c) the item is not subject to a defense or claim, (d) the Entry accurately reflects the item, (e) the item will not be presented unless the related Entry has been returned by the RDFI, (f) the information encoded after issue in magnetic ink on the item is correct, and (g) any restrictive endorsement placed on the item is void or ineffective.

Customer shall indemnify and hold Bank harmless from any loss, liability or expense (including reasonable attorneys' fees and costs) resulting from or arising out of any breach of the foregoing warranties, representations or agreements. Customer shall also indemnify and hold Bank harmless from any claim of any person that Bank is responsible for any acts or omissions of Customer regarding any Entry received from Customer, or those of any other person related thereto, including, without limitation, any Federal Reserve Bank, ACH Operator or transmission or communications facility, any Receiver or RDFI.

23. Same Day ACH ("SDA"). Upon the effective date of the changes to the *NACHA Rules* enabling the same-day processing of certain ACH payments (the "SDA Rule"), Customer may be permitted, in Bank's sole and exclusive discretion, to initiate SDA Entries. In the event Bank approves Customer's initiation of SDA Entries, either on a one time or other periodic basis, Customer agrees as follows:

23.1 Customer shall be solely responsible for transmitting its SDA Entries with the appropriate

intended Effective Entry Date to qualify as an SDA Entry under the *NACHA Rules*.

23.2 Customer shall only initiate individual Entries that comply with the \$25,000 or less transaction limit per SDA Entry, as large-dollar transactions (over \$25,000) are not eligible for same-day processing under the *NACHA Rules*.

23.3 Customer will not initiate an SDA Entry as an IAT, as IATs are not eligible for same-day processing under the *NACHA Rules*.

23.4 Customer will transmit its SDA Entries to Bank in accordance with Bank's SDA Entry processing deadlines, as established by Bank from time to time and disclosed to Customer.

23.5 Customer acknowledges and agrees that if Customer sends an Entry with a stale or invalid Effective Entry Date, such Entry may be deemed and processed by Bank as an SDA Entry if transmitted in accordance with Bank's SDA Entry processing deadlines.

23.6 Customer acknowledges and agrees that if any of the requirements of this Section 23 are not met, including without limitation a failure by Customer to meet Bank's or the ACH Operator's deadline for SDA, Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next available processing deadline on which the ACH Operator is open for business.

23.7 Customer further acknowledges that Bank will not consider the content of the Company Descriptive Date indicator when determining Customer's intent for processing and settlement of SDA Entries.

23.8 Customer will not initiate SDA Entries that are otherwise ineligible for SDA Entry processing and settlement in accordance with the *NACHA Rules*.

23.9 Customer otherwise agrees to and will comply with all other requirements under the *NACHA Rules* and by Bank with respect to SDA Entries, including as the same may be amended from time to time.

23.10 Customer will indemnify and hold Bank harmless from any SDA Entry processing and settlement that is performed by Bank as described herein and in accordance with the *NACHA Rules*, notwithstanding Customer's intent.

23.11 Customer will indemnify and hold Bank harmless from any intended SDA Entry not meeting the ACH Operator deadline due to Customer delays, or due to Bank processing delays that are beyond Bank's reasonable control.

24. Inconsistency of Name and Account Number. Customer acknowledges and agrees that if an Entry describes a Receiver inconsistently by name and account number, then (i) payment of such Entry transmitted to an RDFI may be made by the RDFI (or by Bank for an On-Us

Entry) on the basis of the account number, even if it identifies a person different from the named Receiver and (ii) Customer's obligation to pay the amount of Entry to Bank is not excused in such circumstances. Similarly, if an Entry describes an RDFI inconsistently by name and routing number, payment of such Entry may be made based on the routing number, and Customer shall be liable to pay that Entry.

25. Banks Unable to Accept ACH Transactions. If Customer submits an Entry to Bank relating to an RDFI which is not a participant in the ACH, then (i) Bank may reject such Entry and use reasonable efforts to notify Customer of such rejection or (ii) if Bank does not reject such Entry, upon receiving a return transaction related to the Entry from the ACH Operator, Bank may offset the Settlement Account and notify Customer of such transaction.

26. Notices, Instructions, Etc.

26.1 Except as otherwise expressly provided herein, Bank shall not be required to act upon any notice or instruction received from Customer or any other person, or to provide any notice or advice to Customer or any other person with respect to any matter.

26.2 Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been provided in accordance with the provisions of the parties' Cash Management Master Agreement.

27. Data Retention. Customer shall retain data on file adequate to permit remaking of Entries for five (5) Business Days following the date of their transmittal by Bank as provided herein and shall provide such data to Bank upon request. Without limiting the generality of the foregoing provision, Customer specifically agrees to be bound by and comply with all applicable provisions of the *NACHA Rules* regarding the retention of documents or any record, including, without limitation, Customer's responsibilities to retain all items, source documents and records of authorization, in accordance with the *NACHA Rules*.

28. Data Breaches.

28.1 Customer agrees that it will adopt and implement commercially reasonable policies, procedures and systems to provide security as to the information being transmitted and to receive, store, transmit and destroy data or information in a secure manner to prevent loss, theft, or unauthorized access to data or information ("Data Breaches"), including but not limited to, Consumer-Level ACH Data.

28.2 Customer agrees that it will promptly investigate any suspected Data Breaches and monitor its systems regularly for unauthorized intrusions.

28.3 Customer will provide timely and accurate notification to Bank by calling 1-866-475-7262

with regard to any Data Breaches when known or reasonably suspected by Customer, including but not limited to, Data Breaches to Consumer-Level ACH Data, and will take all reasonable measures, including, without limitation, retaining computer forensic experts, to determine the scope of any data or transactions affected by any Data Breaches, providing all such determinations to Bank.

29. Audit. Bank has the right to periodically audit Customer's compliance with the *NACHA Rules*, U.S. law and Bank policies, including, but not limited to, this Appendix.

30. Records. All electronic or other files, Entries, Security Procedures and related records used by Bank for transactions contemplated by this Appendix shall be and remain Bank's property. Bank may, in its sole discretion, make available such information upon Customer's request. Any expenses incurred by Bank in making such information available to Customer shall be paid by Customer.

31. Termination. The parties may terminate this Appendix in accordance with the terms and conditions of the parties' Cash Management Master Agreement. In addition, if Customer breaches the *NACHA Rules* or causes Bank to breach the *NACHA Rules*, this Appendix may be terminated or suspended by Bank upon ten (10) Business Days' notice, or such shorter period as may be provided in the parties' Cash Management Master Agreement. Any termination of this Appendix shall not affect any of Bank's rights and Customer's obligations with respect to Entries initiated by Customer prior to termination, the payment obligations of Customer with respect to services performed by Bank prior to termination, or any other obligations or

provisions that by the nature of their terms survive termination of this Appendix, including without limitation Sections 2, 5, 10, 12, 13, 14, 18, 20, 21, 22, 27, 32, 33 and 34.

32. Cooperation in Loss Recovery Efforts. In the event of any damages for which Customer or Bank may be liable to the other or to a third party relative to the Services, both parties shall undertake reasonable efforts to cooperate with the other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that Customer or Bank may be obligated to defend or elects to pursue against a third party.

33. Governing Law. In addition to the terms and conditions of the parties' Cash Management Master Agreement, the parties agree that if any payment order governed by this Appendix is part of a funds transfer subject to the federal Electronic Funds Transfer Act, then all actions and disputes as between Customer, or any Third-Party Service Provider acting on Customer's behalf, and Bank shall be governed by Article 4-A of the Uniform Commercial Code, as varied by this Appendix.

34. Effectiveness. Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the services described herein and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.



APPENDIX III

TD WIRE TRANSFER SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement, and the parties' Bank Internet System Agreement, and applies to all TD Wire Transfer Services ("Services") made available to Customer by Bank via the Bank Internet System. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement or the Bank Internet System Agreement, as applicable. To the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, or with the terms and conditions of the Bank Internet System Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. Description of the Services.

1.1 The Services described in this Appendix provide Customer with the capability to transfer funds from specific Account(s) to other accounts (the "Recipient Account(s)") as directed via the Bank Internet System. The Recipient Account(s) may be Customer accounts or third-party accounts, and may be with Bank or with domestic or foreign third-party financial institutions. Customer may use the Services to initiate one-time wire transfers, or to create templates for wire transfers made on a repetitive basis which involve the same Customer Account and Recipient Account ("Repetitive Transfer(s)"). All wire transfers must be initiated by an Authorized Representative of Customer.

1.2 Prior to Customer's use of the Services, Customer must first agree to and transmit all instructions in accordance with all of the terms, conditions and security procedures associated with the Bank Internet System, as further set forth in the Cash Management Master Agreement.

2. Execution of Wire Transfers.

2.1 By submitting a wire transfer, Customer authorizes Bank to withdraw the amount of any requested wire transfer which Customer may authorize and instruct via the Bank Internet System, plus any applicable fees and charges, from Customer's designated Account. Subject to the terms of this Appendix, Bank will accept and execute a wire transfer received from Customer that has been authenticated by Bank and that is in conformity with the Security Procedure (as further described below), cut-off times and other requirements as described in this Appendix and associated Bank setup form(s) and other documentation.

2.2 All wire transfers to accounts at other depository institutions are transmitted using the Fedwire funds transfer system owned and operated by the Federal Reserve Bank, or a similar wire transfer system used primarily for funds transfers between financial institutions. Notwithstanding the foregoing or anything to the contrary in this Appendix, Bank may use any means of transmission, funds transfer system, clearing house, intermediary or

correspondent bank that Bank reasonably selects to transfer funds from time to time.

2.3 Each wire transfer must include the following information in addition to any information which Bank may require for proper identification and security purposes: (i) account number from which the funds are to be withdrawn, (ii) amount to be transferred, (iii) Customer's address, (iv) name and ABA routing number of the payee's bank, and (v) account name, address and account number of the payee. In the event a wire transfer describes an account number for the payee that is in a name other than the designated payee, Bank may execute the wire transfer to the account number so designated notwithstanding such inconsistency.

2.4 Templates created by Customer for Repetitive Transfers are the sole and exclusive responsibility of Customer. Customer agrees to release and hold Bank harmless from any loss or liability which Customer may incur after Bank has executed a Repetitive Transfer, including without limitation, any loss due to Customer error in creating the Repetitive Transfer template.

3. Time of Execution.

3.1 Bank will execute each authenticated wire transfer that is in conformity with all security procedures, cut-off times and other requirements set forth herein. Bank may require additional authentication of any wire transfer request. Bank reserves the right to reject a wire transfer request that cannot be properly authenticated. Cut-off times may be established and changed by Bank from time to time. Instructions for wire transfers received after such cut-off times may be treated by Bank for all purposes as having been received on the following Business Day.

3.2 Except for future-dated wire transfers, domestic wire transfers (U.S.-based receivers) initiated and approved by Bank's cut-off time on a Business Day will be processed that same day if that day is also a Business Day for Bank's correspondent facility and the recipient bank; wire transfers initiated and approved after Bank's cut-off time for domestic wire transfers will be processed the next Business Day if that day is also a Business Day for Bank's correspondent facility and the recipient bank. Future-dated domestic wire transfers will be initiated on the effective

date requested by Customer, not on the date Customer entered the transaction using the Services.

3.3 Bank may handle wire transfers received from Customer in any order convenient to Bank, regardless of the order in which they are received.

4. International Wires.

4.1 International wire transfers (non-U.S. receivers) of foreign currency initiated and approved by Bank's cut-off time for international wire transfers of foreign currency on a Business Day, and an international wire transfer of U.S. currency initiated and approved by Bank's cut-off time for international wire transfers of U.S. currency on a Business Day will be processed within the industry standard delivery time (in most, but not all cases, two (2) Business Days). Foreign wire transfers may be subject to delays based on time-zone issues; the remote location of the recipient bank; cultural differences with respect to holidays and times of observation, etc.; and incorrect or incomplete information being supplied by Customer.

4.2 Bank shall send Customer's authorized and authenticated wire transfers to foreign banks through any bank which is a member of Bank's correspondent network. Neither Bank nor any of Bank's correspondents shall be liable for any errors, delays or defaults in the transfer of any messages in connection with such a foreign wire transfer by any means of transmission. If the wire transfer is of currency other than that of the country to which it is being transferred, it shall be payable in the currency of the country of the recipient financial institution, unless the payee arranges otherwise. If the wire transfer is received by Bank prior to any cut-off time established from time to time, the currency exchange shall be made at the rate quoted by Bank at the time of the wire transfer.

4.3 Bank makes no guarantee or representation as to the availability of funds at the foreign destination. Bank makes no express or implied warranty as to the time or date the wire transfer will arrive at the receiving bank, the amount of any fees to be charged by the receiving bank or the time or date the beneficiary will receive credit for funds.

4.4 Customer understands and acknowledges that if the named beneficiary does not match the account at the receiving bank, there is a risk the beneficiary may not receive the wired funds. If the transfer is not received or credited in a timely manner, Bank will follow normal and customary procedures to complete the wire transfer, determine the location of the wired funds and/or return the funds to Customer. If Bank is unable to determine that the funds have been credited to the beneficiary's account or have the funds returned, Customer assumes all financial liability or risk of loss for the amount of the wire transfer.

4.5 International wire transfers are subject to any and all applicable regulations and restrictions of U.S. and foreign governments relating to foreign exchange transactions. Bank has no obligation to accept any international wire transfer(s) directed to or through persons,

entities or countries restricted by government regulation or prior Bank experience with particular countries. To the extent not otherwise prohibited by law, in connection with any international wire transfer(s) involving a transfer to or from any country outside of the U.S., Customer agrees to release and hold Bank harmless from any loss or liability which Customer may incur after Bank has executed the international wire transfer(s), including without limitation, any loss due to failure of a foreign bank or intermediary to deliver the funds to a beneficiary.

5. Cancellation and Amendment of a Wire. An Authorized Representative may request that Bank attempt to cancel or amend a wire transfer previously received from Customer. If a cancellation or amendment request is received by Bank before the wire transfer is executed and with sufficient time to afford Bank an opportunity to act upon Customer's request, Bank may, on its own initiative but without obligation, make a good faith effort to act upon such request. In the event Customer's cancellation or amendment request is received after execution of Customer's wire transfer request, Bank will attempt to have the wire transfer returned. Notwithstanding the foregoing, Bank shall have no liability for the failure to effect a cancellation or amendment, and Bank makes no representation or warranty regarding Bank's ability to amend or cancel a wire transfer. Customer agrees to indemnify Bank against any loss, liability or expense which Bank incurs as a result of the request to cancel or amend a wire transfer and the actions Bank takes pursuant to such request.

6. Notice of Rejection or Return. Bank shall have no liability for wire transfers sent by Bank as directed by Customer which cannot be completed or which are returned due to incorrect information furnished by Customer. Customer is required to fully complete beneficiary name, and address, as beneficiary bank may elect to return an otherwise valid wire transfer for incomplete beneficiary information. Bank may reject or impose conditions that must be satisfied before it will accept Customer's instructions for any wire transfer, in its sole discretion, including without limitation Customer's violation of this Appendix, Customer's failure to maintain a sufficient Account balance, or Bank's belief that the wire transfer may not have in fact been authorized. A wire transfer may also be rejected by an intermediary or beneficiary bank other than Bank, or by operation of law. If a wire transfer is rejected by Bank, Bank will notify Customer by telephone, by electronic means, by facsimile or by mail, depending on the method of origination. Upon rejection or return, Bank shall have no further obligation to act upon a wire transfer, nor shall Bank have any liability to Customer due to rejection by another person in the wire transfer process, or the fact that notice was not given or was not given at an earlier time, or within any specified time of receipt, acceptance, execution or payment of any wire transfer.

7. Security Procedure.

7.1 Customer agrees that the security procedures used by Customer and set forth or incorporated by reference in this Appendix and/or associated documents, including but not limited to the Bank Internet System Appendix, are a commercially reasonable method of

providing security against unauthorized wire transfers and for all other instructions from Customer to Bank (hereinafter the "Security Procedure"). Any wire transfer by Customer shall bind Customer, whether or not authorized, if transmitted in Customer's name and accepted by Bank in compliance with the Security Procedure. Customer also agrees that any election Customer may make to change or refuse the Security Procedure is at Customer's risk and that any loss resulting in whole or in part from such change or refusal will be Customer's responsibility.

7.2 Bank may, from time to time, modify the Security Procedure. Except as expressly provided otherwise in this Appendix or in the parties' Cash Management Master Agreement, any such changes generally will be effective immediately upon notice to Customer as described in the parties' Cash Management Master Agreement. Customer will be deemed to accept any such changes if Customer accesses or uses any of the Services after the date on which the change becomes effective.

7.3 Bank may, from time to time, propose additional or enhanced security procedures to Customer. Customer understands and agrees that if it declines to use any such enhanced procedures, it will be liable for any losses that would have been prevented by such procedures. Notwithstanding anything else contained in this Appendix, if Bank believes immediate action is required for security of Bank or Customer funds, Bank may initiate additional security procedures immediately and provide prompt subsequent notice thereof to Customer.

7.4 Customer hereby acknowledges that the Security Procedure is neither designed nor intended to detect errors in the content or verify the contents of a wire transfer by Customer. Accordingly, any errors contained in wire transfers from Customer shall be Customer's responsibility, and Customer shall be obligated to pay or repay (as the case may be) the amount of any such wire transfer. No security procedure for the detection of any such Customer error has been agreed upon between Bank and Customer.

7.5 Customer is strictly responsible for establishing and maintaining procedures to safeguard against unauthorized wire transfers. Customer covenants that no employee or other individual will be allowed to initiate wire transfers in the absence of proper authority, supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedure and any Access Devices and related instructions provided by Bank in connection with any Security Procedure utilized by Bank and/or Customer. If Customer believes or suspects that any such Access Devices, Security Procedure, information or instructions have been disclosed to or accessed by unauthorized persons, Customer agrees to notify Bank immediately by calling 1-866-475-7262, followed by written confirmation to TD Bank, N.A., Attn: Cash Management Customer Care, 6000 Atrium Way, Mt. Laurel, New Jersey, 08054. The occurrence of unauthorized access will not affect any transfers made in good faith by Bank prior to receipt of such notification and within a reasonable time period thereafter.

8. Inconsistency of Receiving Beneficiary Name and Account Number. Customer acknowledges and

agrees that, in accordance with Article 4A of the Uniform Commercial Code, Bank shall be entitled to rely upon the numbers supplied by Customer to identify banks, beneficiaries and other parties to the wire transfer, even if those numbers disagree or are inconsistent with the names of those parties as provided by Customer.

9. Payment; Authorization to Charge Account.

Customer agrees to pay Bank the amount of each wire transfer received from Customer on the Business Day Bank executes said wire transfer or at such other time as Bank may determine. Bank will validate that sufficient funds are available in Customer's Account prior to a wire transfer being executed. Generally, if sufficient funds are not available in Customer's Account, the wire transfer will not be executed by Bank. Bank may, without prior notice or demand, obtain payment of the amount of each wire transfer by debiting the Account designated. In the event there are not sufficient funds available in the Account, Bank also reserves the right to debit any other Account that Customer maintains with Bank.

10. Wire Confirmation; Account Reconciliation.

Customer may confirm the execution of a wire transfer via the Bank Internet System. Completed wire transfers will also be reflected in Customer's periodic Account statement. Customer acknowledges and agrees that Bank is not obligated to provide Customer with a separate advice or notice for each completed wire transfer. If Customer requests that Bank provide a special notice and Bank agrees to do so, Bank reserves the right to impose a Service Fee for such notice in accordance with the Cash Management Master Agreement.

11. Service Providers. Bank may use a service provider to perform, as Bank's agent, all or any portion of Bank's obligations under this Appendix. Customer may be required to direct wire transfers and other requests to said provider.

12. Bank Reliance; Authentication.

12.1 Bank shall be entitled to rely in good faith on communications it receives as being given or sent by an Authorized Representative and as being genuine and correct. Bank shall not be liable to Customer for the consequences of such reliance.

12.2 BANK MAY TAKE SUCH ADDITIONAL STEPS AND IMPLEMENT SUCH PROCEDURES AS IT MAY DEEM APPROPRIATE TO VERIFY THE AUTHENTICITY OF ANY WIRE TRANSFER. BANK MAY DELAY THE EXECUTION OF ANY WIRE TRANSFER PENDING COMPLETION OF A CALL-BACK, OR RECEIPT OF ANOTHER FORM OF VERIFICATION WHICH IS SATISFACTORY TO BANK. IF BANK IS UNABLE TO OBTAIN SATISFACTORY VERIFICATION, BANK, IN ITS SOLE DISCRETION, MAY REFUSE TO EXECUTE ANY WIRE TRANSFER. In no event shall Bank be liable for any delay in executing a wire transfer or for failure to execute a wire transfer due to the absence of satisfactory verification.

12.3 Bank may electronically record any telephone conversations between Bank personnel and Customer.

12.4 Wire transfer transactions are subject to all the foregoing and all regulations governing electronic transactions, including but not limited to Article 4A of the Uniform Commercial Code.

13. Effectiveness. Customer agrees to all the terms and conditions of this Appendix. The liability of Bank

under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.



APPENDIX V

TD POSITIVE PAY SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all TD Positive Pay Services (the "Services") made available to Customer by Bank. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict. In the event of inconsistency between a provision of this Appendix and the Uniform Commercial Code ("U.C.C.," as further defined below), the parties intend to modify the effect of the applicable U.C.C. provisions to the maximum extent permitted by law.

TERMS AND CONDITIONS

1. Definitions.

1.1 Statutory Definitions. Unless otherwise defined in this Appendix, words or phrases shall have the meanings set forth in the U.C.C. in effect from time to time under the laws of the State specified in the governing law provision of the parties' Cash Management Master Agreement.

1.2 Definitions.

"*Authorized Account*" means the Account(s) of Customer, maintained at Bank, to which the Services described herein will apply.

"*Available Funds*" means funds on deposit in an Authorized Account and available for withdrawal pursuant to Federal Reserve Board Regulation CC and Bank's applicable funds availability schedule and policies.

"*Check Issue File*" means a record describing checks drawn by Customer on an Authorized Account and provided by Customer to Bank in accordance with Section 2.2.

"*Exception Check*" means a Presented Check or a Systematic Override Check (described in Section 2.2.2 below) that does not match data included in a Check Issue File.

"*Exception Check Report*" means a record describing Exception Checks which is provided by Bank to Customer in accordance with Section 2.3.

"*Pay Decision(s)*" means the instructions of Customer to Bank instructing Bank to pay an Exception Check.

"*Presented Check*" means a check, substitute check, or electronically-presented check drawn on an Authorized Account and presented to Bank for payment through the check collection system or over-the-counter at one of Bank's branch teller stations.

"*Return Decision(s)*" means the instructions of Customer to Bank instructing Bank not to pay an Exception Check.

"*U.C.C.*" means the Uniform Commercial Code as in effect under the laws of the State specified in the parties' Cash Management Master Agreement, as it may be amended from time to time.

2. Services.

2.1 Description.

2.1.1 The Services described in this Appendix will provide Customer with a means to either affirmatively approve the payment of a particular check upon presentation or to object to its payment. Customer acknowledges that the Services have been identified by Bank as reducing the risk of fraudulent items being paid against Customer's Account(s) when such Services are adopted and properly utilized by Customer. By conforming to the terms and conditions of this Appendix, Customer agrees and acknowledges that Customer may significantly reduce the possibility that fraudulent items will post to Customer's Account(s).

2.1.2 Customer acknowledges and agrees that the Services apply only to magnetic ink character recognition (MICR) encoded paper checks and documents. Therefore, the Services and this Appendix shall not apply to any electronic funds transfer (EFT), Automated Clearing House (ACH) transaction, or check that has been converted to an ACH transaction that does not contain a serial number. Accordingly, this Appendix shall have no effect with respect to any such transactions on Bank or Customer's respective rights, obligations, duties or responsibilities under any other agreement between the parties or applicable law or regulation.

2.2 Check Issue File.

2.2.1 Customer shall submit a Check Issue File to Bank. The Check Issue File shall accurately state the check number and the exact amount of each check drawn on each Authorized Account since the last Check Issue File was submitted (and the payee name, if Customer elects to receive payee verification services

described below). Each Check Issue File shall also identify any checks that have been cancelled by Customer prior to issuance.

2.2.2 Payee Verification Services.

If Customer elects to receive payee verification services in conjunction with the Services, the following additional terms shall also apply. Bank's payee verification services require the payee name to match against Customer's Check Issue File at a minimum threshold or matching score. The payee name in the Check Issue File will be electronically compared to the payee name on Presented Checks. Other information related to the payee name may also be electronically compared as part of the automated verification process to establish a matching score. Such comparisons that result in a minimum threshold or matching score will be deemed to be a matching check. Customer is responsible for complying with the payee verification services' check specifications as specified by Bank from time to time in order to ensure the highest level of performance from the payee verification services. If Customer is unable or unwilling to comply with the payee verification services' check specifications as specified by Bank, Bank may, in its sole and exclusive discretion: (a) terminate or suspend Customer's use of the payee verification services as provided in the Cash Management Master Agreement, or (b) at Customer's request, re-configure the software associated with the payee verification services to systematically process Presented Checks in reliance solely on the payee name provided by Customer to Bank in the Check Issue File and without regard to any other information related to the payee name that may appear on the Presented Checks (hereinafter "Systematic Override Checks"). Any Presented Check or Systematic Override Check that does not result in a minimum threshold or matching score shall be deemed an Exception Check and reported as such in accordance with the terms of this Appendix. Except as may otherwise be provided in this Appendix and in the Cash Management Master Agreement, Bank shall have no liability for Systematic Override Checks.

2.2.3 Customer shall send the Check Issue File to Bank in the format and medium, by the deadline(s), at scheduled day(s), at the place(s) specified by Bank and agreed to by Customer, as set forth in Services' Setup Form(s). The deadline for transmissions of the Check Issue File to Bank shall be set forth in the Services' Setup Form(s).

2.3 Payment of Presented Checks and Reporting of Exception Checks.

2.3.1 Bank shall compare each Presented Check by check number, check amount and payee name (if Customer elects to receive payee verification services) against each Check Issue File received by Bank. Bank may satisfy its obligation hereunder by comparing check number, amount and payee name (if applicable) set forth in Substitute Checks, checks presented over-the-counter at one of Bank's teller stations and/or electronic presentment of checks. On each Business Day, Bank:

(a) may pay and charge to the Authorized Account each Presented Check that matches, by

check number, amount and payee name (if applicable), a check shown in any Check Issue File;

(b) may pay and charge to the Authorized Account all Systematic Override Checks that match, by check number, amount and payee name (if applicable and as described herein), a check shown on any Check Issue File; and

(c) shall provide to Customer an Exception Check Report that indicates whether Bank has received any Exception Checks and, if so, provide the image of the Exception Check(s) by the deadline set forth in the Services' Setup Form(s) via the Bank Internet System. Customer must provide check payment approval or return instructions to Bank on each Exception Check reported by the deadline set forth in the Services' Setup Form(s) via the Bank Internet System ("Pay or Return Decisions").

2.3.2 Bank shall not pay any Presented Check for which Bank has received from Customer a stop payment request consistent with the terms and conditions of the parties' eTreasury Services Appendix or the Account Agreement.

2.4 **Payment and Dishonor of Exception Checks.** Except as provided in Section 2.4.4 below, Bank will pay or return Exception Checks in accordance with Customer's Pay or Return Decisions.

2.4.1 **Pay Decisions.** Bank shall finally pay and charge to the Authorized Account, to the extent there are sufficient Available Funds in the Authorized Account, any Exception Check that Customer directs Bank to pay.

2.4.2 **Return Requests.** Bank shall return to the depository bank any Exception Check drawn on an Authorized Account that Customer directs Bank to return.

2.4.3 **Default Options.** If Customer fails to provide Pay or Return Decisions to Bank in accordance with these requirements, Exception Checks will be handled in accordance with the default option as set forth in the Services' Setup Form(s) for each Authorized Account, in accordance with the following:

(a) **Return Default.** Where Customer has selected the return default option, Bank shall return to the depository bank any Exception Check drawn on that Authorized Account.

(b) **Pay Default.** Where Customer has selected the pay default option, Bank may finally pay and charge to the Authorized Account any Exception Check drawn on that Authorized Account.

2.4.4 Checks Presented for Payment at Bank Teller Stations.

2.4.4.1 Notwithstanding anything in this Appendix to the contrary, Bank may, in its sole and absolute discretion, return to the person presenting

a check drawn on an Authorized Account for payment over-the-counter at one of Bank's teller stations any such check that does not appear on a Check Issue File (i.e., an Exception Check). Customer acknowledges and agrees that Bank shall have no obligation to inform Customer that any such check has been presented for payment at a Bank teller station. Bank shall have no liability to Customer for wrongful dishonor with respect to any such check.

2.4.4.2 If a check drawn on an Authorized Account is presented for payment over-the-counter during such time the Bank is experiencing an interruption or failure of communications or data processing facilities or systems, emergency conditions, or any other difficulties beyond the control of Bank, then, notwithstanding any other provision of this Appendix, Customer authorizes Bank to pay the Presented Check, even if the Presented Check is an Exception Check. Additionally, Bank shall have no obligation to notify Customer of any such Presented Check.

2.5 Customer and Bank Communications.

2.5.1 Customer or Bank, at its discretion, may each submit to the other party a revision of any communication provided for under this Appendix (e.g., the revision of Check Issue Files, Exception Check Reports, Pay Decisions, Return Decisions). The revised communication must (i) be sent in its entirety and not in the form of a partial amendment to the communication originally sent, (ii) identify the original communication, and (iii) be sent in the format and medium, by the deadline(s), and at the place(s) established by the receiving party. A properly submitted revised communication serves to revoke the original communication.

2.5.2 Bank shall use only Check Issue Files that comply with Section 2.2 and have not been revoked in accordance with Section 2.5.1 in the preparation of Exception Check Reports under this Appendix.

2.5.3 Customer shall use only Exception Check Reports that comply with Section 2.3 and have not been revoked in accordance with Section 2.5.1 in the preparation of Pay Decisions and Return Decisions. Bank shall not be obligated to comply with any Pay Decision or Return Decision received in a format or medium, after a deadline, or at a place not permitted under this Appendix and Services' Setup Form(s), but may instead treat such a Pay Decision or Return Decision in accordance with the default option selected by Customer in the Services' Setup Form(s).

2.5.4 Bank is not responsible for detecting any Customer error contained in any Check Issue File, Pay Decision or Return Decision sent by Customer to Bank.

2.6 **Submission of Data Prior to Implementation of Services.** Customer shall submit to Bank a current, reconciled list of all outstanding checks issued on each Authorized Account one (1) week prior to the implementation of the Services hereunder. Depending on the frequency with which Customer issues checks, Bank reserves the right to require Customer to submit one or

more additional such lists so that all outstanding, unpaid checks issued on any Authorized Account have been reported to Bank prior to the implementation of the Services.

3. Remedies.

3.1 **U.C.C. Liability.** To the extent applicable, the liability provisions of U.C.C. Articles 3 and 4 shall govern this Appendix, except as modified below. To the extent permitted by U.C.C. Articles 3 and 4, the liability of Bank under this Appendix shall in all cases be subject to the provisions of the parties' Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank.

3.2 **Wrongful Honor.** It shall constitute wrongful honor by Bank if Bank pays an Exception Check listed in a timely Exception Check Report unless: (i) Customer issued a Pay Decision, or (ii) Customer selected the pay default option and did not issue a Return Decision by the deadline set forth in the Services' Setup Form(s). In the event that there is wrongful honor, the following shall apply:

3.2.1 Bank shall be liable to Customer for the lesser of the amount of the wrongfully paid Exception Check or Customer's actual damages resulting from Bank's payment of the Exception Check.

3.2.2 Bank expressly waives any right it may have to assert that Customer is liable for the amount of the wrongfully honored Exception Check on the grounds that the Exception Check was properly payable under U.C.C. Section 4-401.

3.2.3 Bank retains the right to assert Customer's failure to exercise reasonable care under U.C.C. Sections 3-406 and 4-406.

3.2.4 Bank retains the right to assert the defense that Customer has sustained no actual damages because Bank's honor of the Exception Check discharged for value an indebtedness of Customer.

3.3 **Wrongful Dishonor.** Except as provided below, it shall constitute wrongful dishonor by Bank if Bank dishonors an Exception Check: (i) that Bank has been ordered to pay pursuant to a Pay Decision, or (ii) for which Customer has not issued a Return Decision under the pay default option by the deadline set forth in the Services' Setup Form(s).

3.3.1 Bank's liability for wrongful dishonor of an Exception Check shall be limited to the damages for wrongful dishonor recoverable under U.C.C. Articles 3 and 4.

3.3.2 Notwithstanding Section 3.3.1, Bank shall have no liability to Customer for wrongful dishonor when Bank, acting in good faith, returns an Exception Check:

(a) that it reasonably believed was not properly payable; or

(b) if there are insufficient Available Funds on deposit in the Authorized Account; or

(c) if required to do so by the service of legal process on Bank or the instructions of regulatory or government authorities or courts.

3.4 Rightful Payment and Dishonor. Except as provided in Section 3.5, the following shall apply:

3.4.1 If Bank honors an Exception Check in accordance with the pay default option selected by Customer or in accordance with a Pay Decision issued by Customer, such honor shall be rightful, and Customer waives any right it may have to assert that the Exception Check was not properly payable under U.C.C. section 4-401.

3.4.2 If Bank dishonors an Exception Check in accordance with the return default option selected by Customer or in accordance with a Return Decision issued by Customer, the dishonor shall be rightful, and Customer waives any right it may have to assert that the dishonor was wrongful under the U.C.C. section 4-402.

3.4.3 Customer agrees that Bank exercises ordinary care whenever it rightfully pays or returns an Exception Check consistent with the provisions of this Appendix.

3.5 Faulty Information. Subject to the terms and conditions of the Cash Management Master Agreement, Bank shall be liable for losses, other than incidental or consequential damages, proximately caused by its honor of a check that was not properly payable, or its dishonor of a check that was properly payable, if the honor or dishonor occurred because Bank, in accordance with the provisions of Section 2 of this Appendix:

(a) should have shown the check on an Exception Check Report but failed to do so due to Bank error, unless Bank provided Customer with timely information that disclosed the error; or

(b) showed the check on an Exception Check Report but referenced the wrong check number due to Bank

error, unless Bank provided Customer with timely information that disclosed the error.

3.6 Assignment. To the extent that Customer suffers a loss under this Appendix, Bank assigns to Customer any claim that Bank would have against a depository or collecting bank to recover the loss, including any claim of breach of warranty under U.C.C. Sections 4-207, 4-208, and 4-209.

4. Stop Payment and Return Decisions. The Services will not be used as a substitute for Bank's stop payment services. Customer will follow Bank's standard stop payment procedures if it desires to return a check that matches the data included in a Check Issue File or other check that was validly issued. Nothing in this Appendix will limit Customer's right to stop payment on any check that matches the data included in a Check Issue File or other check, or Bank's right to return any check that matches the data included in a Check Issue File or other check that Customer has authorized Bank to pay in accordance with this Appendix if Bank determines in its sole discretion that the check is not properly payable for any reason (without Bank's agreeing to, or being required to, make such determination in any circumstance) or that there are insufficient collected or Available Funds in the Authorized Account to pay it.

5. Governing Law. Except where expressly required by contrary provisions of the U.C.C., any claim, controversy or dispute arising under or related to this Appendix shall be governed by and interpreted in accordance with the governing law provision of the parties' Cash Management Master Agreement.

6. Effectiveness. Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the parties' Cash Management Master Agreement is terminated. In the event of termination, all sums owed to Bank hereunder shall be immediately due and payable.



APPENDIX VI

TD CONTROLLED DISBURSEMENT SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all TD Controlled Disbursement Services (the "Services") made available to Customer by Bank. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. Defined Terms. Capitalized terms used herein shall have the following meanings:

"Controlled Disbursement Account" means a checking Account established by Customer for the purpose of obtaining the Services described in this Appendix.

"Funding Account" means a checking Account designated by Customer in the Services' Setup Form(s) that will fund all checks presented for payment from the Controlled Disbursement Account, as described below.

2. Services. The Services provide check presentment information to Customer each Business Day intended to permit Customer to use the Funding Account to fund the total amount of checks presented for payment from the Controlled Disbursement Account for that Business Day. The Services will be provided to Customer in accordance with the selections, designations, authorizations and other instructions set forth in the Services' Setup Form(s).

3. Controlled Disbursement Account. Customer agrees to open and maintain a Controlled Disbursement Account at Bank, which Account will be subject to and governed by the terms and conditions of the Account Agreement. Customer agrees to comply with all requirements established by Bank from time to time with respect to the handling of Controlled Disbursement Accounts, including, but not limited to, all specifications for printing checks to be paid from the Controlled Disbursement Account. Customer agrees to complete and sign all documents required by Bank in order to establish the Controlled Disbursement Account and/or to provide the Services to Customer. Customer also hereby authorizes and directs Bank to act on its behalf and as its agent, as Bank in its sole discretion deems necessary or advisable, in performing the Services. Upon termination of the Services or this Appendix for any reason, Customer authorizes Bank to close the Controlled Disbursement Account, subject to

any written agreement between Customer and Bank with respect to the handling of checks presented for payment after the Controlled Disbursement Account is closed.

4. Presentment Information and Controlled Disbursements.

4.1 Bank will use commercially reasonable efforts to make available to Customer, twice each Business Day, a report of the total aggregate amount of all checks presented for payment from the Controlled Disbursement Account (the "Presentment Information"). The Presentment Information will generally be made available to Customer by approximately 8:30 a.m. and 10:30 a.m. (Eastern Time). Customer may access the Presentment Information within the Bank Internet System (i.e., eTreasury), via the module associated with the Services. The Presentment Information is provided by the Federal Reserve Bank, and thus its accuracy is not guaranteed by Bank. Customer acknowledges that the Presentment Information will not include items presented for payment over-the-counter during the Business Day. Customer further acknowledges that the Presentment Information provided through the Services may reflect items that, for various reasons, do not actually post to the Controlled Disbursement Account on the Business Day that the Presentment Information is provided (e.g., checks with damaged MICR lines that require special handling). Bank is not responsible for any financial loss or damage of any kind that Customer may incur from the inclusion of those items in the Presentment Information provided via the Services.

4.2 Bank will transfer into the Controlled Disbursement Account from the Funding Account such amounts as may be required in order to pay all checks presented and identified in the Presentment Information provided to Customer. Customer authorizes Bank to execute such funds transfers from the Funding Account as may be required in order to pay all such checks, including all checks presented for payment from the Controlled Disbursement Account after termination of the Services.

5. Over-the-Counter Presentment; Funds Availability. Bank may, without liability to Customer:

refuse to pay any check drawn on the Controlled Disbursement Account that is presented for payment at any of Bank's branch or store locations, or otherwise make funds from any deposits of checks drawn on the Controlled Disbursement Account available to a Bank depositor in accordance with Bank's funds availability policy.

6. Sufficient Balances. Customer agrees to maintain sufficient collected balances in the Funding Account to pay all amounts required to be transferred by Bank to the Controlled Disbursement Account to pay all checks presented for payment and drawn on the Controlled Disbursement Account, and all debits thereto, including checks presented for payment after termination of the Services. In the event there are not sufficient collected funds in the Funding Account to pay all checks so presented, checks may be paid in the order determined by Bank, in its sole discretion.

7. Return of Items Unpaid. Checks presented for payment or other debits to the Controlled Disbursement Account will generally be returned unpaid (in any order) if:

- (i) there are not sufficient collected funds in the Controlled Disbursement Account or available for transfer from the Funding Account by Bank's established deadline to cover the debits;
- (ii) debits cannot be posted because the Controlled Disbursement Account or Funding Account is frozen, blocked, closed or because of any other condition; or
- (iii) any communications failure or other condition prevents Bank from monitoring Customer's items presented for payment.

If there are insufficient funds in the Controlled Disbursement Account or the Funding Account to cover checks or other debits, Bank shall have no obligation to pay or liability for refusing to pay such checks or other debits presented for payment, even if such payment would result in the creation of an overdraft in the Controlled Disbursement Account or the Funding Account. The transfer of funds from the Funding Account by Bank on one occasion to pay checks presented for payment hereunder shall not obligate Bank to transfer funds to pay checks presented for payment on any other occasion.

8. Stop Payment Orders. Customer may issue stop payment orders on items drawn on the Controlled Disbursement Account in accordance with the terms of the Account Agreement and with Bank's stop payment procedures.

9. Customer Warranties. In addition to the representations and warranties that Customer makes in the Cash Management Master Agreement, Customer represents, warrants and covenants that: (i) it will not use the Services to delay payment of obligations to its own customers, vendors or employees; (ii) for so long as it uses

the Services, Customer will maintain a collected balance in the Funding Account sufficient to cover all items and other debits payable from the Controlled Disbursement Account at the times when such items and debits post to the Controlled Disbursement Account; and (iii) Customer will refrain from any activities with respect to the Controlled Disbursement Account or the Services which are unlawful.

10. Protection Against Fraudulent Checks. Customer and Bank acknowledge that there is a growing risk of loss resulting from the increasing use of counterfeit and certain other types of fraudulent checks. Customer recognizes that controlled disbursement service customers are especially susceptible to losses from these checks. Customer is aware that Bank offers and strongly recommends use of the "TD Positive Pay Services," which is an effective means of controlling risk from counterfeit checks and certain other types of fraudulent checks. Consistent with the terms of the parties' Cash Management Master Agreement, Bank has advised Customer that if it does not use or continue to use such services, Bank will be unable to prevent losses from counterfeit and certain other types of fraudulent checks and Customer will be treated as having assumed the risk of those losses.

11. Liability and Indemnification. In addition to the liability and indemnification provisions in the parties' Cash Management Master Agreement, Bank will not be liable to Customer or any third party for, and Customer will indemnify Bank from and hold it harmless against, any claims, demands, judgments or expenses ("Losses") paid, suffered or incurred by them, arising directly or indirectly as a result of or in connection with:

- (a) Bank acting on any information furnished by or on behalf of Customer in any documentation or form related to the Services or otherwise;
- (b) Bank's return of any check unpaid because Customer has not deposited collected funds in the Funding Account related to the Controlled Disbursement Account on which an item is drawn sufficient to cover the item;
- (c) Bank's dishonor and return of any item unpaid if Customer issues the item before Bank notifies Customer that the Controlled Disbursement Account on which it was drawn is operational;
- (d) Bank's nonpayment of an item, unless such nonpayment results directly or proximately from Bank's gross negligence or willful misconduct;
- (e) Bank's late return of an item as a result of, and any presentment-related problem resulting from, the failure of any item which has not been tested and approved by Bank to conform in any respect to Bank's check specifications including without limitation failure to include Bank's full name and address and Bank's full name on any check or payable-through draft; and
- (f) Bank's performance of its obligations or exercise of its rights in accordance with this Appendix or Bank's Positive Pay or similar fraud-detection/deterrence service agreement, if Bank provides Customer with one or more of those services.

12. Effectiveness. Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.



APPENDIX VIII

TD DIGITAL EXPRESS SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all TD Digital Express Services (the "Services") made available to Customer by Bank. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. Services. The Services provide Customer with an Internet-based system designed to expedite check depositing services by enabling Customer to use check conversion technology to submit to Bank, for deposit to Customer's Account(s), electronic check images and associated information ("Check Images") in lieu of the original checks from which such Check Images were obtained. These Services are provided in accordance with the *Check Clearing for the 21st Century Act* ("Check 21").

2. Hardware Requirements.

2.1 In order to use the Services, Customer must utilize certain Bank-approved image/scanner hardware (the "Hardware"). Customer must either (a) have or obtain the Hardware, as approved by Bank ("Customer Hardware"), or (b) utilize Hardware provided by Bank ("Bank Hardware"). Customer must also have a Computer as outlined in the Cash Management Master Agreement, as Bank may specify and approve from time to time.

2.2 If Customer elects option (a), Customer Hardware, Customer is solely responsible for the purchase, maintenance, performance and adequacy of Customer Hardware. Bank makes no representations or warranties concerning, and has no responsibility or liability for, Customer Hardware or its use with the Services. Bank shall have no liability or responsibility whatsoever for errors, including but not limited to processing or transmission errors, resulting from any Check Images transmitted by Customer using Customer Hardware.

2.3 If Customer elects option (b), Bank Hardware, Customer agrees as follows:

(i) Bank will retain ownership of Bank Hardware provided by Bank for use with the Services.

(ii) Customer will not use Bank Hardware in connection with any remote check deposit service offered by any other financial institution other than Bank.

(iii) Customer acknowledges that Bank did not manufacture Bank Hardware and has provided the same to Customer on an "AS IS" basis, and warrants only that, upon delivery, Bank Hardware will

conform to Bank's then current applicable standards for use of the Services. Bank Hardware is provided to Customer with a standard manufacturer's warranty. Customer shall thereafter be responsible for purchasing any and all additional manufacturer warranty period(s) beyond the standard warranty, as may be made available by the manufacturer, for complying with all manufacturer recommendations for preventive maintenance, or for repairing or replacing Bank Hardware.

(iv) Customer shall bear the entire risk of loss, theft, damage or destruction of Bank Hardware from the date of receipt until return shipment to a Bank branch or shipped postage-paid to Bank. Such loss, damage or destruction of Bank Hardware shall not relieve Customer of the obligation to make payments or to comply with any other obligation under this Appendix.

(v) Upon termination of this Appendix by either party for any reason, Customer shall return Bank Hardware in the same condition as when originally provided to Customer, except for ordinary wear and tear resulting from proper use. Bank Hardware shall be packed for proper return shipment to such place as Bank shall specify. In the event Bank Hardware has not been returned within fifteen (15) Business Days of termination of this Appendix, Customer shall make payment to Bank in an amount equivalent to the depreciated value for Bank Hardware. Where agreed to by Bank in its sole discretion, Customer may purchase Bank Hardware from Bank, subject to the terms and conditions of Bank's bill of sale or similar agreement.

3. Check Images; Image Replacement Documents.

3.1 Customer may use the Services to deposit original paper checks using the Hardware to scan, capture and submit Check Images to Bank through the Services' Internet site ("Services Site"). Eligible items for deposit include original checks that Customer has received for payment or deposit, and obligations of financial institutions (travelers' checks, cashier checks, official checks, and money orders).

3.1.1 The following check types are *not eligible* for use with and may not be processed using the Services:

- (i) Checks drawn on banking institutions outside the U.S. or in currencies other than U.S. Dollars;
- (ii) Irregular checks (e.g., where the numerical and written amounts are different);
- (iii) Previously-returned checks;
- (iv) Checks payable to or in cash;
- (v) Checks exceeding any Customer transaction or file limits as Bank may establish from time to time; and
- (vi) Checks that are postdated or more than six (6) months old.

3.1.2 The following check types are *restricted* for use with and may only be processed using the Services with prior approval by Bank (as further described below):

- (i) Checks payable to a third party (rather than to Customer) (hereinafter “Third Party Checks”); and
- (ii) Remotely-created checks (or remotely created payment orders deposited into or cleared through the check clearing system) (hereinafter, collectively referred to simply as “remotely-created checks” unless otherwise expressly specified).

Notwithstanding the foregoing, under no circumstances may Customer use the Services to deposit any check types that Customer is banned or prohibited from using or accepting under applicable law, including, by way of example only, the use or acceptance by sellers and telemarketers of remotely created payment orders (which include remotely-created checks) as defined and described in the Federal Trade Commission’s Telemarketing Sales Rule.

3.2 Third Party Checks. Customer shall request approval from Bank prior to any use of the Services to process Third Party Checks, which permission Bank may grant or refuse in its sole and exclusive discretion. Such use of the Services and the scope of permitted Third Party Checks may be limited or restricted by Bank in its sole and exclusive discretion, including without limitation to those Third Party Checks that have been properly endorsed over to Customer as further described below.

3.2.1 If approved to use the Services to process Third Party Checks, Customer shall make the following additional representations and warranties upon each delivery to Bank of an Electronic File (as defined below) containing Third Party Checks:

- (i) All endorsement(s) on the original Third Party Checks are legible, genuine and accurate;

Customer has instituted procedures to ensure that each original Third Party Check was authorized by the drawer in the amount stated on the original Third Party Check and to the payee(s) stated on the original Third Party Check;

Each Third Party Check contains all endorsements applied by the prior payee(s) stated on the original Third Party Check and has been properly endorsed by such payee(s) for payment over to Customer;

Customer is authorized to enforce each Third Party Check that is transmitted to Bank using the Services, and Customer is authorized to obtain payment of and each Third Party Check is properly payable to and enforceable by Customer;

Consistent with the terms of this Appendix as well as the Account Agreement, if a Third Party Check is returned, Customer owes Bank the amount of the Third Party Check, regardless of when the Third Party Check is returned. Bank may withdraw funds from Customer’s Account to pay the amount owed to Bank, and if there are insufficient funds in Customer’s Account, Customer will owe the remaining balance; and

Except where otherwise provided, all other provisions of this Appendix shall apply to Third Party Checks and to Customer’s use of the Services in conjunction with Third Party Checks.

3.3 Remotely-Created Checks. A remotely-created check, unlike a typical check or draft, is not created by the paying or drawer bank and does not contain the signature of the account-holder (or a signature purporting to be the signature of the account-holder). In place of a signature, the check generally has a statement that the account-holder authorized the check or has the account-holder’s name typed or printed on the signature line. Customer shall request approval from Bank prior to any use of the Services to process remotely-created checks, which permission Bank may grant or refuse in its sole and exclusive discretion. Such use of the Services and the scope of permitted remotely-created checks may be limited or restricted by Bank in its sole and exclusive discretion, and/or by applicable law.

3.3.1 If approved to use the Services to process remotely-created checks, Customer shall be deemed to make the following additional representations and warranties upon each delivery to Bank of an Electronic File containing remotely-created checks:

- (i) Customer has received express and verifiable authorization to create the check in the amount and to the payee that appears on the check;
- (ii) Customer will maintain proof of the authorization for at least two (2) years from the date of the authorization, and supply Bank with such proof, if Bank requests it, within five (5) Business Days of the request; and

(iii) Consistent with the terms of this Appendix as well as the Account Agreement, if a remotely-created check is returned, Customer owes Bank the amount of the check, regardless of when the check is returned. Bank may withdraw funds from Customer’s Account to pay the amount owed to Bank, and if there are insufficient funds in Customer’s Account, Customer will owe the remaining balance.

(iv) All other provisions of this Appendix shall apply to remotely-created checks and to Customer's use of the Services in conjunction with remotely-created checks.

3.3.2 Customer agrees to operate in accordance with applicable laws and regulations regarding remotely-created checks, including but not limited to, Regulation CC and applicable warranties, the Uniform Commercial Code and applicable warranties, the Bank Secrecy Act, USA Patriot Act, and the Federal Trade Commission Telemarketing Sales Rule, as the same may be amended from time to time. Without limiting the foregoing, Customer represents, warrants and covenants that it will not use the Services to deposit any check types that Customer is banned or prohibited from using or accepting under applicable law.

3.4 If at any time Bank believes that Customer's use of the Services to deposit Third Party Checks and/or remotely-created checks may create a risk of financial loss or otherwise result in unacceptable exposure to Bank, including but not limited to unacceptable rates of returned items, or may be subject to or otherwise involve irregular, unauthorized, fraudulent or illegal activity, Bank may, at its sole discretion, immediately and without prior notice to Customer, suspend or terminate Customer's use of the Services, and/or Customer's use in conjunction with Third Party Checks and/or remotely-created checks, in addition to but not in lieu of all other rights and remedies available to Bank under this Appendix and the Agreement.

3.5 Customer shall enter check information into the Services Site, imaging the front and the back of each paper check and capturing the information contained in the MICR line of the paper check. Customer shall review each Check Image for clarity to ensure that the item is legible and can be reproduced as an Image Replacement Document ("IRD(s)" or "Substitute Check(s)"). Using the Services, an electronic file will be created ("Electronic File") that contains electronic information relating to and converted from the paper checks that have otherwise been truncated or removed from the forward collection and payment process (each an "Electronic Item"). To ensure accuracy, Customer shall balance the dollar total of each deposit to the sum of the Electronic Items prior to transmitting the Electronic File to Bank.

3.6 Customer authorizes and agrees that Bank may, in conjunction with and via the Services, add the image of an endorsement, an electronic endorsement or a "virtual endorsement" for Customer to the Check Image of any check or item deposited under the terms of this Appendix, and that such endorsement shall be legally enforceable against Customer even though the endorsement did not appear and was not placed on the original paper check or item. In the event Bank does supply a virtual or similar endorsement, Bank may instruct Customer not to otherwise endorse the check or item so as to minimize any conflict with the legibility of the virtual endorsement.

3.7 Customer shall determine that the Electronic File has been received based on the confirmation page of the Services Site. Bank will indicate acceptance of the

transactions and any transactions rejected by the Services on the Services Site. Customer shall process any rejected transactions as paper checks through the normal paper check deposit process.

3.8 Customer shall enter the dollar amount of a paper check(s), along with any other optional information that Customer would like retained by the Services Site. The Services Site provides for reports and exporting of the information that has been entered.

3.9 Bank shall electronically deliver to Customer, through the Services Site, a confirmation of receipt for each deposit submitted, and the deposit shall be considered received by Bank when such confirmation is delivered to Customer. Deposits received via the Service by 9:00 p.m. Eastern Time on any Business Day or at any time on any Calendar Day that is not a Business Day will be posted to Customer's Account on the same Business Day, with next Business Day availability of deposits based on Bank's Account Agreement. Bank reserves the right to reject any single Check Image or group of Check Images for any reason, before or after delivery of confirmation of receipt.

3.10 Customer acknowledges and agrees that in the event any deposited item converted to a Check Image is returned for any reason (for example, non-sufficient funds), Bank may return the item to Customer by delivery of either a Substitute Check or the Check Image, including all return information. Return items will be handled in the same manner as check deposits in accordance with the Account Agreement.

4. Customer Responsibilities and Obligations.

4.1 Customer represents, warrants and covenants that after truncation of an original check, Customer shall safeguard the Electronic Items and original checks identified in any Electronic File previously sent to Bank in order to ensure that such original checks and Electronic Items: (i) shall not be submitted for deposit with Bank or any other financial institution, except in accordance with the terms and conditions of this Appendix related to un-processable Electronic Items and (ii) shall not be transferred for value to any other person or other entity. As an additional security control, Customer shall ensure that the front of each original check is properly marked with wording or other marking in order to reflect that the deposit has been sent for processing.

4.2 Upon receipt of any transmitted Electronic File, Bank shall be the lawful owner of such Electronic File and each Electronic Item with respect to original checks imaged in that Electronic File. Customer shall retain all original checks truncated pursuant to this Appendix for a period of thirty (30) Calendar Days in a manner that is mutually agreed upon between the parties hereto. However, for accounting, auditing and other legal purposes, Customer may keep electronic records regarding its receipt and deposit of such checks, provided such internal electronic records cannot be used to generate duplicate Electronic Files for purposes of depositing and presenting such checks for payment.

4.3 Customer shall deliver promptly to Bank, upon its request, the original check if a request is made within the retention period provided above, or Substitute Check or Sufficient Copy thereof, for each Electronic Item created by Customer. The term "Sufficient Copy" means a copy of an original check that accurately represents all of the information on the front and back of the original check as of the time the original check was truncated or is otherwise sufficient to determine whether or not a claim is valid.

4.4 Customer shall not create at any time an Electronic File under this Appendix or otherwise use the Services to capture or maintain tax identification numbers or non-public personal information of any third-party from whom Customer has received an original check for payment or deposit or which Customer has selected for truncation.

4.5 Customer agrees to abide by all federal and state laws, and rules and regulations applicable to banking transactions.

4.6 If Bank receives a returned item for a check deposited by Customer after Customer has terminated this Appendix, then Customer agrees that Bank may debit Customer's Account, or if such Account has been closed by Customer, Bank will send a request for payment to Customer, and Customer agrees to pay Bank within a commercially reasonable period of time.

4.7 Customer agrees to have controls in place to ensure that the Services, including the Hardware and checks processed through the Hardware, are properly safeguarded and stored in accordance with the timeframe set forth in Section 4.2 above and in a secure location, under effective control, in order to safeguard against unauthorized access and use. Customer shall ensure that all such checks are thereafter destroyed by a cross-shredder, and/or pulped or otherwise destroyed in such a manner that does not permit recovery, reconstruction or future use of the checks. Customer agrees that it will not simply throw out such paper checks with other classes of records or with miscellaneous trash. Customer agrees to be responsible for all damages resulting from lack of proper controls over processed checks.

4.8 Customer shall notify Bank of any interruptions in, delay or unavailability of, or errors caused by the Services immediately upon discovery thereof. Notwithstanding the foregoing, in the case of any error caused by the Services and subject to Section 11 of the parties' Cash Management Master Agreement, Customer shall provide such notice within thirty (30) Calendar Days of the date of the earliest notice to Customer which reflects the error. Failure of Customer to provide such notice to Bank shall relieve Bank of any liability or responsibility for such error, omission or discrepancy.

5. Customer Warranties, Covenants. Customer makes the following representations, warranties and covenants as of the effective date of this Appendix and upon each delivery of an Electronic File to Bank:

5.1 An Electronic File may include an electronic representation of a Substitute Check. Customer

shall redeposit a returned original check or a returned Electronic Item by delivering the same to any Bank branch location. A returned original check or returned Electronic Item may not be re-submitted by Customer using the Services. Customer may only use the Services to re-submit an IRD or Substitute Check that has been returned to Customer for non-sufficient funds.

5.2 With respect to each Electronic Item in any Electronic File delivered to Bank, the Electronic Item accurately represents all of the information on the front and back of the original check as of the time that the original check was created by the payor; contains all required and valid endorsements; replicates the MICR line of the original check; and meets all FRB standards of and technical requirements for sending Electronic Items to any as set forth in the applicable FRB operating circular, or as established by the American National Standards Institute ("ANSI") or any other regulatory agency, clearing house or association. Specifically, each Electronic Item of each original check shall be of such quality that the following information can clearly be read and understood by sight review of such Electronic Item:

- (i) the amount of the check;
- (ii) the payee of the check;
- (iii) the signature of the payor of the check;
- (iv) the date of the check;
- (v) the check number;
- (vi) the information identifying the payor and the paying bank that is preprinted on the check, including the MICR line; and
- (vii) all other information placed on the original check prior to the time an image of the original check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check.

5.3 Customer shall also ensure that the following information is captured from the MICR line of each original check:

- (i) the American Bankers Association routing transit number ("RTN");
- (ii) the number of the account on which the check is drawn;
- (iii) when encoded, the amount of the check; and
- (iv) when encoded, the auxiliary on-us field (serial number) and the process control field of the check.

5.4 The Electronic Item bears all endorsements, if any, applied by previous parties that handled the check in any form (including the original check, as Substitute Check, or another paper or electronic representation of such original check or Substitute Check) for transfer, forward collection or return.

5.5 Customer is entitled to enforce the original check, or Customer is authorized to obtain payment of the original check on behalf of a person who is either entitled to enforce the original check or is authorized to obtain payment on behalf of a person entitled to enforce the original check.

5.6 Customer will submit financial and/or other additional information to Bank upon request in order for Bank to establish or amend Customer's deposit and file limits as further described in Section 6 and as established by Bank and communicated to Customer, or to otherwise monitor or audit Customer's use of the Services and compliance with this Appendix. Customer will also notify Bank of any change in transaction volumes or financial condition that may have an effect on this Appendix or Customer's use of the Services.

5.7 Customer shall also request permission from Bank in advance of any change in locations at which the Services are used or change in the physical location or address of any Hardware from its original Bank-approved location or address, which permission Bank may grant or refuse in its sole and exclusive discretion. In addition to but not in lieu of the foregoing, Customer shall request advance permission from Bank prior to using the Services and/or any Hardware outside the continental United States and/or outside of those states (including the District of Columbia) in which Bank operates from time to time. Bank may grant or decline such request in its sole and exclusive discretion and in consideration of applicable law.

5.8 Both Customer and the clients with whom it does business are reputable and are not using Bank as a conduit for money laundering or other illicit purposes.

5.9 None of Customer's transactions to be processed by Bank are prohibited by any applicable law, regulation, order, rule or judgment.

5.10 Customer Electronic Files will not contain viruses that originate from Customer's Computer, in accordance with the requirements of Section 7 of the Cash Management Master Agreement.

5.11 None of Customer's employees are a national of a designated blocked country or "Specially Designated National", "Blocked Entity", "Specially Designated Terrorist", "Specially Designated Narcotics Trafficker", or "Foreign Terrorist Organizations" as defined by the United States Office of Foreign Assets Control.

5.12 Customer is responsible for implementing operational controls and risk-monitoring processes, as well as conducting periodic self-assessments of the security of the Services and its processes and practices with regard to use of the Services.

6. Deposit and File Limits. Customer's use of the Services is limited as more particularly described in the Services' Setup Form(s), and as the parties may otherwise agree from time to time. Such limits may include but are not limited to, e.g., maximum total daily dollar amounts; maximum per item dollar amounts; maximum percentage

of monthly transactions returned; and maximum number of items to be deposited per day.

7. Administrator(s) and Authorized Users.

7.1 Customer may designate Administrator(s) relative to the Services, as set forth in the Services' Setup Form(s). Customer is solely responsible for designating its Administrator(s). Customer agrees to provide Bank, upon Bank's request, with any certificate or documentation that is acceptable to Bank specifying the name of the person who is authorized to be designated as Administrator(s) from time to time.

7.2 The Administrator(s) may designate other Administrators and/or Authorized Users. Customer accepts as its sole responsibility an Administrator's designation of other Administrators and Authorized Users. Customer understands that the Administrator(s) will control, and Customer authorizes the Administrator(s) to control, access by other Administrator(s) and Authorized Users of the Services through the issuance of passwords. The Administrator(s) may add, change or terminate Customer's Authorized Users from time to time and in his/her sole discretion. Bank does not control access by any of Customer's Authorized Users to any of the Services.

7.3 Customer will require each Administrator and each Authorized User to comply with all provisions of this Appendix and all other applicable agreements. Customer acknowledges and agrees that it is fully responsible for the failure of any Administrator or any Authorized User to so comply.

7.4 Whenever any Authorized User leaves Customer's employ or Customer otherwise revokes the authority of any Authorized User to access or use the Services, Customer must notify the Administrator immediately, and the Administrator is solely responsible for de-activating such Authorized User's password. Whenever an Administrator leaves Customer's employ or Customer otherwise revoke an Administrator's authority to access or use the Services, Customer remains fully responsible for all use of the passwords and the Services.

8. Security Procedures.

8.1 Upon successful enrollment, Customer can access the Services via the Services Site, or any website that Bank may designate from time to time, using the security procedures as described from time to time. Bank will provide Customer with an organizational or User ID that is the electronic identification, in letters and numerals, assigned to Customer by Bank that will be used for log-in by Customer's Administrator(s) and Authorized User(s). Bank will also provide the Administrator(s) initially designated by Customer with an initial individual password to gain access to the Services. The Administrator(s) and Authorized User(s) must change his or her individual password from time to time for security purposes, as prompted by the Services Site, or more frequently.

8.2 Customer acknowledges that Administrator(s) will, and Customer authorizes Administrator(s) to, select other Administrators and Authorized Users by issuing to any person an individual password. Customer further acknowledges that Administrator(s) may, and Customer authorizes Administrator(s) to, change or de-activate the individual password and/or any individual password from time to time and in his or her sole discretion.

8.3 Customer acknowledges that, in addition to the above individual passwords, access to the Services includes, as part of the Access Devices, a multi-factor authentication security procedure at log-in for Customer, including Administrator(s) and Authorized Users. This additional security procedure involves an additional access code and Computer registration that is in addition to User ID and individual password security (hereinafter "Enhanced Log-in Security").

8.4 Bank does recommend as a commercially reasonable security procedure that Customer implement dual control of the Services, whereby one Authorized User creates, edits, cancels, deletes and restores an Electronic File, and a second different Authorized User reviews the Electronic File prior to it being released.

8.5 Customer accepts as its sole responsibility the selection, use, protection and maintenance of confidentiality of, and access to, the Access Devices. Customer agrees to take reasonable precautions to safeguard the Access Devices and keep them confidential. Customer agrees not to reveal the Access Devices to any unauthorized person. Customer further agrees to notify Bank immediately if Customer believes that the confidentiality of the Access Devices has been compromised in any manner.

8.6 The Access Devices identify and authenticate Customer (including Administrator(s) and Authorized Users) to Bank when Customer accesses or uses the Services. Customer authorizes Bank to rely on the Access Devices to identify Customer when Customer accesses or uses any of the Services, and as signature authorization for any transaction, transfer or other use of the Services. Customer acknowledges and agrees that Bank is authorized to act on any and all communications or instructions received using the Access Devices, regardless of whether the communications or instructions are authorized. Bank owns the Access Devices, and Customer may not transfer them to any other person or entity. If this Appendix is terminated, Customer's access to the Services will be immediately terminated.

8.7 Customer acknowledges and agrees that the Access Devices and other security procedures applicable to Customer's use of the Services are a commercially reasonable method for the purpose of verifying whether any transaction, transfer or other use of the Services was initiated by Customer. Customer agrees to be responsible for any transmission Bank receives through the Services that is processed by Bank in accordance with the security procedures, even if such transmission is not

authorized by Customer, including any fraudulent transmission by Customer's employees or agents. Customer agrees that any election Customer may make to change or waive any optional security procedures recommended by Bank is at Customer's risk and that any loss resulting in whole or in part from such change or waiver will be Customer's responsibility. Customer further acknowledges and agrees that the Access Devices are not intended, and that it is commercially reasonable that the Access Devices are not intended, to detect any errors relating to or arising out of a transaction, transfer or any other use of the Services.

8.8 If Customer has reason to believe that any Access Devices have been lost, stolen or used (or may be used) or that a transaction, transfer or other use of the Services has been or may be made with any Access Devices without Customer's permission, Customer must contact its Administrator. Customer also agrees to provide Bank with immediate notice of any actual or suspected breach in the security of or other unauthorized access to the Services through use of Customer's Computer. Such notice shall include a description of the incident in general terms; a description of the type of information or data related thereto that was the subject of unauthorized access or use; a description of what Customer has done to protect the information or data from further unauthorized access; and a telephone number or other contact information so that Bank can call for further information or inquiry. In no event will Bank be liable for any unauthorized transaction(s) that occurs with any Access Devices.

9. Limitation of Liability. In addition to but not in lieu of the limitations of liability and related provisions contained in the parties' Cash Management Master Agreement, Bank shall have no liability for any error or delay in performing the Services and shall have no liability for not affecting a Check Image, if:

(i) Bank receives actual notice or has reason to believe that Customer has filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;

(ii) The ownership of funds involving a Check Image or Customer's authorized representative's authority to transmit a Check Image is in question;

(iii) Bank suspects a breach of the security procedures;

(iv) Bank suspects that Customer's Account has been used for illegal or fraudulent purposes; or

(v) Bank reasonably believes that a Check Image is prohibited by federal law or regulation, or otherwise so provided in the Appendix.

Further, Bank will not be liable to Customer for any unauthorized actions or fraud initiated or caused by Customer or its employees or agents. Bank will also be excused from failing to transmit or delay in transmitting a

Check Image if such transmittal would result in it exceeding any limitation imposed on it by any governmental or regulatory body.

10. Audit Rights and Site Visits; Internal Controls. Bank, its accountants, auditors or agents shall have the right to conduct site visits of Customer, as well as review, inspect and audit, at Bank's expense and with reasonable notice, and at any time as Bank may in good faith deem necessary or reasonable during or after the term of this Appendix, Customer's compliance with the terms of this Appendix, including but not limited to Customer's use of the Services, its Computer and security infrastructure, and the books and records of Customer related to: (i) Customer's activities hereunder and/or (ii) conformance with Customer's obligations hereunder. In addition, Bank reserves the right, in its sole and exclusive discretion, to require Customer to implement additional internal controls at Customer location(s) where use of the Services occurs and to request information from Customer relative to Customer's security infrastructure. Any review, inspection or audit to be performed by or for Bank pursuant to this Section 10 shall be conducted only during normal business hours, using reasonable care not to cause damage and not to interrupt the normal business operations of Customer.

11. Survival. The provisions of Section 9, as well as Customer's obligation to produce the original of, or a Sufficient Copy of, any item accepted within any deposit upon Bank's request in accordance with Section 4 hereof, and Customer's liability for breach of any representation and/or warranty made in Sections 3, 4 and 5 hereof shall survive termination of this Appendix and/or the Cash Management Master Agreement.

12. Effectiveness. Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Cash Management



APPENDIX X

TD ACCOUNT RECONCILEMENT SERVICES - PARTIAL

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all TD Account Reconciliation Services – Partial (the "Services") made available to Customer by Bank. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. Services. The Services described in this Appendix will assist Customer in reconciling and managing the check activity in Customer's designated demand deposit account(s) ("Authorized Accounts"). Use of the Services does not affect any of Customer's obligations, which are described in the Account Agreement, to discover and report unauthorized or missing signatures and endorsements, or alterations on checks drawn on Customer's Accounts.

2. Submission of Data.

2.1 The Services allow Customer to periodically receive a file and/or report of paid check data to include paid check date, paid check amount and paid check serial number, in accordance the Services' Setup Form(s) ("Paid Check Data"). Customer shall have its checks prepared in accordance with Bank specifications and will supply Bank with 25 voided checks to be used for testing. The checks will be tested to ensure the paper stock is of a minimum weight and is encoded with Bank's ABA (routing and transit) number, account number and check number to ensure the readability of the MICR line on Bank's equipment.

2.2 Customer agrees to receive Paid Check Data in the specified format and medium, on the scheduled day(s) and at the place(s) specified by Bank and agreed to by Customer as set forth in the Services' Setup Form(s).

2.3 Prior to receiving a Paid Check Data file, Customer will be provided a test file by Bank to ensure the readability of the Paid Check Data on Customer's equipment. Customer agrees to report any test file failures.

2.4 In accordance with Customer's Account schedule, Bank will provide a file of Paid Check

Data in accordance with the Services' Setup Form(s) and a paper listing of paid checks, stop payments, missing checks, and paid date. Bank shall report Substitute Checks (as defined in the Cash Management Master Agreement) on the same basis as ordinary checks / items.

3. Statement of Transactions. Within three (3) Business Days following the scheduled date for reconciliation, as set forth in the Services' Setup Form(s), Bank will forward to the U.S. mailing address provided by Customer a report including a listing of paid checks, checks that have been identified as stop payments and checks missing in sequence. Customer shall review the listing and report any errors as set forth in the Cash Management Master Agreement between Bank and Customer. Customer's use of the Services or Bank's receipt of information associated with the Services does not increase Bank's duties or obligations with respect to Customer's Accounts.

4. Effectiveness. Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such time as a different or amended Partial Reconciliation Services Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.



APPENDIX XI

TD DEPOSIT RECONCILEMENT SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all TD Deposit Reconciliation Services (the "Services") made available to Customer by Bank. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. Services. The Services described in this Appendix will assist Customer in capturing and reconciling its deposit transactions made from multiple Customer locations into Customer's single designated deposit Account. To utilize the Services, Customer must use specialized deposit tickets that are pre-encoded with specific location numbers.

2. Statement of Transactions. Within two (2) Business Days after the scheduled date for reconciliation, as set forth in the Services' Setup Form(s), Bank will forward to the U.S. mailing address provided by Customer a listing of Customer's deposits sorted by field location. Customer shall review the listing and report any errors as set forth in the Cash Management Master Agreement

between Bank and Customer. Customer's use of the Services or Bank's receipt of information associated with the Services does not increase Bank's duties or obligations with respect to Customer's Accounts.

3. Effectiveness. Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.

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APPENDIX XII

TD CHECK IMAGING SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all TD Check Imaging Services (the "Services") made available to Customer by Bank. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. Services. The Services are designed to provide Customer with images of Customer's paid checks and a file, in Portable Document Format ("PDF"), of the Account statement associated with those checks on an optical compact disc ("CD"). On a predetermined schedule, or per Customer's Account statement cycle, a CD which contains front-and-back images of all Customer checks paid during that period will be mailed to Customer. The CD contains an associated index that is used for the retrieval of the paid check images. Application software, sublicensed to Customer by Bank and installed on Customer's Computer ("Computer Software"), is used to scan the CD and produce images that match the index search criteria entered by Customer. Bank will include images of any Substitute Checks (as defined in the parties' Cash Management Master Agreement) and/or reconstituted electronic images on the CD. Bank may also provide Customer with images of Customer's deposited checks (front and back) and deposit tickets as part of the Services, subject to Bank's prior approval.

2. Software; Hardware. In addition to but not in lieu of the terms and conditions contained in the parties' Cash Management Master Agreement regarding software and Customer's Computer, the following shall also apply:

2.1 The Computer Software (and associated license agreement(s) or terms) will be included with each CD mailed to Customer. Customer may be provided with additional Computer Software, or with software to be placed on Customer's network ("Network Software") in conjunction with the Services. The Services are contingent upon the successful installation of the Computer Software and any Network Software (collectively, the "Services' Software") by Customer.

2.2 A user manual will be provided to Customer which outlines the hardware and Services' Software requirements, as well as specific Customer instructions for use of the Services. Customer shall be solely responsible, at Customer's expense, for obtaining any and all requisite hardware and software, in addition to the Services' Software, for proper utilization of the CD and for repairing, servicing, and maintaining any and all such hardware.

2.3 Customer understands and acknowledges that the Services' Software is not the property of Customer. Customer acknowledges that Customer has, and shall have, no right, title, or interest in or to the Services' Software, except the perpetual license and right to use the Services' Software for the purposes described herein and in accordance with the terms of all license agreements and other documents provided to Customer by Bank. Customer further acknowledges that Customer has, and shall have, no right to copy, transfer, alter, modify, reverse compile, reproduce in any manner or convey in any manner, any part or all of the Services' Software.

2.4 Bank shall have the right to modify, correct, enhance or issue replacement Services' Software from time to time at its sole discretion. Customer shall immediately update the Services' Software with any requisite changes upon notice thereof from Bank.

3. CD Issuance.

3.1 Bank will use reasonable efforts to produce and mail a CD to Customer within five (5) Business Days after the predetermined schedule or end of the Account statement cycle (the "Cycle Cut-Off Period"). Bank will use reasonable efforts to produce a replacement CD within five (5) Business Days of receipt of notice from Customer should the CD be lost or deficient.

3.2 **Maximum Time Period for Replacement.** Customer acknowledges and understands that Bank may not be able to produce or replace a CD after one hundred twenty (120) days have elapsed from the end of the respective Cycle Cut-Off Period.

4. No Warranty. In addition to but not in lieu of the terms and conditions contained in the parties' Cash Management Master Agreement regarding disclaimer of warranties, BANK FURTHER DISCLAIMS ANY IMPLIED WARRANTY OF DURABILITY OF THE IMAGES OF CHECKS IMAGED IN CONNECTION WITH THE SERVICES.

5. Effectiveness. Customer agrees to all the terms and conditions of this Appendix. The liability of Bank

under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces

and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.

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APPENDIX XIII

TD ZERO BALANCE ACCOUNT SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all TD Zero Balance Account Services (the "Services") made available to Customer by Bank. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. Services.

1.1 Customer will designate a primary checking Account (the "ZBA Parent Account"), and one or more secondary Accounts (the "ZBA Sub-Accounts").

1.2 Through the Services, Customer authorizes Bank to transfer funds between the ZBA Parent Account and ZBA Sub-Accounts in order to bring the respective balances of the ZBA Sub-Account(s) to the pre-selected target balance(s), as set forth in the Services' Setup Form(s).

1.3 Customer may select a target balance for each Sub-Account in the amount of \$0 or a pre-defined collected or ledger balance amount.

1.4 Each ZBA Sub-Account's daily balance in excess of the target balance, including both collected and uncollected balances, will be transferred automatically to the ZBA Parent Account, unless Customer elects to transfer daily collected balances only.

1.5 In the event the daily balance in any ZBA Sub-Account is less than the target balance, sufficient funds from the ZBA Parent Account will, to the extent available, be transferred to the ZBA Sub-Account to reach the target balance.

1.6 Bank is under no obligation to transfer funds to any one or more ZBA Sub-Accounts to the extent that such transfer(s) would cause an overdraft of collected balances in the ZBA Parent Account. Bank may, in its sole discretion, determine the priority in which funds from the ZBA Parent Account are applied to ZBA Sub-Account(s).

1.7 Customer agrees that Bank is not acting as a fiduciary with respect to funds in either the ZBA Parent Account or in any ZBA Sub-Account.

1.8 If any of the ZBA Sub-Accounts are owned by an Affiliate of Customer, then (1) Customer represents and warrants it has all necessary power and authority to transfer funds into and out of such ZBA Sub-Account(s), and (2) Customer will indemnify Bank from any claim by any owner(s) of such ZBA Sub-Account(s) or any third party with respect to a transfer into or out of such ZBA Sub-Account(s).

2. **Effectiveness.** Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable to or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.

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APPENDIX XIV

TD CURRENCY SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all TD Currency Services (the "Services") made available to Customer by Bank or Bank's third-party service provider. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. Services. The Services described in this Appendix provide Customer with (1) money room cash and check deposit processing, as described in further detail below, including: counting, validating, posting and adjustments to Customer's Account, and (2) cash disbursement orders, as described in further detail below, including: packaging of coin and currency orders and debiting of Customer's Account.

2. Money Room Cash and Check Deposits.

2.1 With respect to money room cash and check deposit processing services, Customer shall directly engage and execute an agreement between Customer and an armored carrier company ("Armored Carrier") that is on Bank's approved list of Armored Carriers. Customer will disclose to Bank its chosen Armored Carrier and provide Bank with a copy of Customer's agreement with the Armored Carrier (hereinafter the "Armored Carrier Agreement") upon Bank's request. Customer will arrange for the Armored Carrier to retrieve and transport all U.S. or Canadian (the latter being subject to Bank's pre-approval and acceptance in limited geographic areas only) coin and currency ("Cash Deposits") and checks ("Check Deposits") (collectively, the "Deposits") from certain of Customer's locations. Bank will designate a Bank money room processing location (each a "Cash Processing Center") to which Armored Carrier shall deliver Customer's Cash Deposits. Customer will inform Bank of any requested changes to these arrangements. Customer will prepare all Deposits in accordance with Bank's Deposit Preparation Guidelines to ensure accurate and timely credit. Bank will provide Customer with a copy of Bank's Deposit Preparation Guidelines.

2.2 At the time of pick-up of the Deposits, the Armored Carrier will sign-off on a log that is maintained at Customer's location(s) which indicates the date, time and bar code for each plastic bag associated with the Deposits. The Armored Carrier will transport the Deposits to Customer's Bank-designated Cash Processing Center in the same condition as they were received. The Cash Processing Center will count all Cash Deposits and record the total amount of funds to be credited on Bank's

books and records as a Cash Deposit to Customer's Account(s). To the extent the Deposits include Check Deposits, Bank shall arrange for transport of those Check Deposits to a Bank-designated Bank check processing location (each a "Check Processing Center").

2.3 In accordance with the Bank's Deposit Preparation Guidelines, Cash Deposits shall be prepared separately from Check Deposits and bundled separately by Customer for pick-up by Customer's Armored Carrier and delivery to Bank's Cash Processing Center.

2.4 Bank will provide Customer with same-Business-Day provisional credit for Cash Deposits received from the Armored Carrier by the Bank-designated Cash Processing Center in accordance with the Cash Processing Center's cut-off time of 6:00 pm. ET. Bank is not responsible if Customer's Armored Carrier does not deliver to the Bank-designated Cash Processing Center in time to meet the same-Business-Day provisional credit cut-off time. Credit may not be issued same-Business-Day if the Deposits are not prepared in accordance with Bank's Deposit Preparation Guidelines. Deposits remain the sole and exclusive property of Customer until Customer's Armored Carrier has delivered the Deposits to Bank's Cash Processing Center. Customer shall bear the entire risk of loss, theft, damage or destruction of the Deposits upon Customer's Armored Carrier pick-up of the Deposits until delivery to Bank's Cash Processing Center.

2.5 Customer acknowledges and agrees that it may only use the Services in connection with deposits to its own Account(s) with Bank. Customer agrees that no third parties, including employees of Customer, may use the Services for deposits to accounts other than Customer's Account(s). Without limiting the foregoing, should Customer permit any such third party usage, Customer agrees to defend, indemnify and hold Bank harmless from any claims by such third parties, including, but not limited to, those arising from the loss, damage or alteration of the third party deposit(s).

3. Currency Requisitions.

3.1 Customer may initiate a request for coin and currency (a "Cash Order") via a Bank-designated

Cash Processing Center's automated touchtone system, or, by special arrangement with Bank only, via Bank's local branch office(s). Cash Orders via Bank's automated touchtone system shall be initiated by Customer using its Bank-issued User ID and personal identification number ("PIN"). The ordering deadline for Cash Orders on a Business Day for delivery the following Business Day varies by Cash Processing Center. Cash Orders must be made by the designated Cash Processing Center's ordering deadline on a Business Day for the Armored Carrier's pick-up on the following Business Day.

3.2 For Cash Orders placed by Customer in accordance with this Section 3, Bank will fulfill Customer's Cash Order and debit Customer's Account on the Business Day prior to the Business Day for pick-up by Customer's Armored Carrier. Cash Orders on a Customer Account with insufficient funds may not be processed, in Bank's sole and exclusive discretion. Cash remains the sole and exclusive property of Bank until Customer's Armored Carrier signs the Bank-designated Cash Processing Center's manifest confirming Customer's Armored Carrier's pick-up of the Cash Order. Customer shall bear the entire risk of loss, theft, damage or destruction of the Cash Order upon Customer's Armored Carrier signing the Cash Processing Center's manifest confirming the Armored Carrier's pick-up of the Cash Order.

4. Armored Carrier as Customer's Authorized Agent and Independent Service Provider.

4.1 Customer represents and warrants that its Armored Carrier is acting as Customer's duly authorized agent at all times when interacting with Bank as described in this Appendix. Customer authorizes Bank to rely upon that authorization when interacting with Customer's Armored Carrier. Customer agrees that Bank's reliance on the foregoing when interacting with Customer's Armored Carrier shall be deemed reasonable, and further agrees to defend, indemnify, and hold Bank harmless from any and all claims, demands, damages, and liabilities (including reasonable attorneys' fees and expenses) directly or indirectly arising out of or incurred by reason of the Armored Carrier interacting with Bank as an agent for Customer.

4.2 Customer acknowledges and agrees that (i) Bank does not own or control the Armored Carrier; (ii) the Armored Carrier retains the discretion to determine what customers and geographic areas it will serve and maintains the ultimate responsibility for scheduling, movement and routing; (iii) the Armored Carrier acts as Customer's exclusive agent when Deposits are in transit and is responsible for the Deposits during transit; and (iv) the Armored Carrier is responsible for maintaining adequate insurance covering theft, employee fidelity and other in-transit losses. Bank is not and shall not be considered an insurer of any Deposits or other property placed with or under or in the possession, care, custody and/or control of the Armored Carrier. Deposits delivered by Customer to the Armored Carrier will be deemed deposited only when delivered to Bank and credited to

Customer's Account as described in this Appendix.

5. Disputes Regarding Validity of Instructions; Deliveries.

5.1 Customer agrees that any and all disputes, claims, controversies, or causes of action that it may have now or in the future that are or may be directly or indirectly related to either (a) the legitimacy, accuracy, or timeliness of arrival of any Deposits to the Bank-designated Cash Processing Center, or (b) the pick-up of Cash Orders by Customer's Armored Carrier from the Bank-designated Cash Processing Center, shall be solely and exclusively between the Armored Carrier and Customer. Customer agrees that Bank shall be held harmless and excluded from any and all such matters.

5.2 Customer further agrees that Bank may make any and all adjustments to amounts deposited to or withdrawn from Customer's Account(s) if, subsequent to receipt and/or processing of a Deposit or a Cash Order, Bank discovers or becomes aware of a discrepancy, error in or omission from such Deposit or Cash Order. The parties understand and agree, however, that this right of correction and adjustment shall be at Bank's sole and exclusive discretion and shall not create any obligation or duty of Bank to examine, inspect, scrutinize or question any Deposit or Cash Order it receives from Customer or its Armored Carrier.

6. **Adjustments to Cash Order(s).** Customer will verify each Cash Order within twenty-four (24) hours of its receipt. In the event Customer believes there is a discrepancy with a delivery of a Cash Order, Customer must send a written notice of discrepancy to Bank no later than ten (10) Business Days after Customer's receipt of the Cash Order. The written notice shall be on Customer's letterhead, signed by an Authorized Signer on the Account, and shall describe the discrepancy and request research and resolution of the discrepancy. Customer should include originals of any currency straps involved, and copies of any and all Bank materials provided with the Cash Order delivery. If Customer fails to notify Bank within such time period, and Bank is required to adjust Customer's Account, Bank will not pay interest to Customer on the amount of the adjustment.

7. **Adjustments to Check Deposits and Cash Deposits.** Bank shall also have the right to make any and all adjustments to the amount to be credited to Customer's Account(s) as a Check Deposit or Cash Deposit if, subsequent to Bank's receipt and/or processing, Bank discovers or becomes aware of a discrepancy, error or omission in the Deposit.

8. **Availability of Deposits.** Customer understands and agrees that the availability for withdrawal, including for the fulfillment of any Cash Order(s), of any deposit of Cash Deposits or Check Deposits, shall be governed by the funds availability provisions of this Appendix and the Account Agreement, as the same may be amended from time to time.

9. Additional Customer Warranties. In addition to the other warranties in this Appendix and the Cash Management Master Agreement, Customer represents and warrants that: (a) Customer will obtain the right from the Armored Carrier to provide a copy of the Armored Carrier Agreement to Bank; (b) Customer has given all necessary consents and approvals to the Armored Carrier allowing the Armored Carrier to provide Bank with the Deposits; (c) Customer and/or the Armored Carrier as Customer's agent shall safeguard the currency until it is physically delivered to Bank or Bank's agent; and (d) Customer will immediately notify Bank, and Customer will cause the Armored Carrier to immediately notify Bank, if there has been any breach of security related to the Armored Carrier activities hereunder or otherwise in conjunction with Customer's use of the Services.

10. Customer Request for Investigations. In addition to and not in lieu of Customer's obligations under this Appendix, the Cash Management Master Agreement or the Account Agreement, Customer may submit a written notice to Bank requesting an investigation of any loss, discrepancy or dispute relating to the performance and delivery of the Services. Customer agrees to provide such notice to Bank within thirty (30) Calendar Days of the event giving rise to the loss, discrepancy or dispute.

Customer agrees to cooperate fully, and cause its employees, agents, officers and contractors to cooperate fully, with Bank in any such investigation. If Customer fails to cooperate, or fails to provide notice to Bank within the time period required in this Section, Bank will be released from any obligation to investigate the loss, discrepancy or dispute, and will also be released from any liabilities, claims or expenses incurred by Customer or any third party in connection with such loss, discrepancy or dispute.

11. Effectiveness. Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable to or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.



APPENDIX XXII

TD ACH POSITIVE PAY SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all TD Automated Clearing House ("ACH") Positive Pay Services (the "Services") made available to Customer by Bank. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement or the *NACHA Rules* (as defined below). Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. Definitions.

"*Authorized Account*" means the Account(s) of Customer, maintained at Bank, to which the Services will apply.

"*ACH Entry*" means an order or request for the transfer of money to an Authorized Account (a "Debit Entry"), and/or an order or request for the withdrawal of money from an Authorized Account (a "Credit Entry").

"*ACH Authorizations*" means Customer's written instructions and authorization criteria provided to Bank in conjunction with the set-up and implementation of the Services, including via a separate ACH block and filter agreement with Bank (hereinafter the "Filter Agreement"), and/or otherwise in accordance with the Services as described in this Appendix, which either prohibits all ACH Entries or permits only the posting of specified ACH Entries to an Authorized Account.

"*Exception Entry*" means an ACH Entry (excluding an ARC, BOC, POP, RCK, or XCK SEC Codes) that does not meet Customer's ACH Authorizations previously provided to Bank (and is referred to within the Services as a "Rejected" Entry), and that is therefore scheduled to be returned to the Originator of the ACH Entry.

"*NACHA Rules*" means the National Automated Clearing House Association's ("NACHA") *Operating Rules and Operating Guidelines*, which govern the ACH system.

"*Pay Decision(s)*" means Customer's instruction to Bank to pay/post an Exception Entry.

"*Return Decision(s)*" means Customer's confirmation instruction to Bank to not pay/post an Exception Entry but to instead return the ACH Entry to the Originator.

"*Return Default Disposition*" means the automatic default disposition of all ACH Entries that do not

meet Customer's ACH Authorizations, whereby all such ACH Entries are scheduled to be returned to the Originator of the ACH Entry.

2. Services.

2.1 Description.

2.1.1 The Services described in this Appendix will provide Customer with a means to review ACH Entries received on a particular Customer Account that are scheduled to be returned to the Originator as an Exception Entry in accordance with Customer's ACH Authorizations and to confirm the return of the Exception Entry through a Return Decision, or to override the Return Default Disposition and instruct Bank to pay/post the Exception Entry to Customer's Account through a Pay Decision.

2.1.2 Customer acknowledges that the Services have been identified by Bank as a service that can reduce the risk of fraudulent ACH Entries being posted against Customer's Account(s) when such Services are adopted and properly utilized by Customer. By conforming to the terms and conditions of this Appendix, Customer acknowledges and agrees that it may significantly reduce the chance that fraudulent ACH Entries will post to Customer's Account(s) by electronically matching incoming ACH transactions to ACH Authorizations.

2.2 Customer Authorizations.

2.2.1 Customer will designate Authorized Account(s) to be used with the Services via the Services' Setup Form.

2.2.2 As applicable, Customer shall begin the Services with either (a) any ACH Authorizations initially submitted by Customer to Bank and then established by Bank on Customer's behalf in conjunction with the set-up and implementation of the Services, or (b) any existing ACH Authorizations on Customer's Authorized Account(s) that have been established via a Filter Agreement. Customer may add to or modify those initial or existing ACH Authorizations from time to time as set forth herein. Customer shall be responsible for the accuracy and completeness of all information provided to

Bank both through the use of the Services and via the Services' Setup Form.

2.2.3 Customer may submit additional ACH Authorizations, make changes to initial or existing ACH Authorizations, or delete initial or existing ACH Authorizations related to the Authorized Account(s) online via the Services. Such changes shall become effective on the next Business Day following the day on which the changes were made by Customer. Each Business Day, Bank will provide an updated list of successfully processed ACH Authorizations to Customer via the Services. In the event Customer submits a change or addition to the ACH Authorizations that is incomplete, contains an error or that cannot otherwise be processed by Bank, Bank will use commercially reasonable efforts to notify Customer on the next Business Day that the associated ACH Authorization(s) has been rejected. Until such time as Customer reviews and corrects it, the rejected ACH Authorization(s) will not appear on the updated list of successfully processed ACH Authorizations that Customer receives.

2.2.4 Should Customer fail to fully and accurately populate or complete all requested fields associated with the ACH Authorizations, the following will also apply:

(a) If Customer does not insert a specified maximum dollar amount, then no maximum dollar amount shall apply with respect to the applicable ACH Entry(ies) or transaction subject to the ACH Authorization(s).

(b) If Customer does not insert a specified expiration date, then no expiration date shall apply to the applicable ACH Entry(ies) or transaction subject to the ACH Authorization(s).

2.3 Processing of ACH Entries and Reporting of Exception Entries. Bank shall electronically compare each ACH Entry presented to Bank for settlement against Customer's Authorized Account(s) on a Business Day (including those presented by other depository institutions, ACH Operators or by Bank) with Customer's ACH Authorizations. On each Business Day, Bank:

(a) will allow incoming ACH Entries that match Customer's ACH Authorizations to post to Customer's Authorized Account(s); and

(b) will treat as Exception Entries all incoming ACH Entries that do not match Customer's ACH Authorizations and will provide to Customer, through the Bank Internet System, a listing of all Exception Entries that are otherwise scheduled for Return Default Disposition. Customer must monitor, review and issue a Post Decision or Return Decision on each Exception Entry reported through the Bank Internet System by the pre-established deadline set forth within the Services. Customer may also set up alerts to be sent to Customer by a pre-established time each Business Day advising Customer whether or not there are any Exception Entries to be reviewed that Business Day.

2.4 Payment and Dishonor of Exception Entries.

2.4.1 Customer may choose to confirm the Return Default Disposition of individual Exception Entries presented via the Services by providing a Return Decision to Bank by the pre-established deadline set forth within the Services, in which case such Exception Entries will be automatically returned to the Originator.

2.4.2 Customer may choose to override the Return Default Disposition of individual Exception Entries presented via the Services by providing a Pay Decision to Bank by the pre-established deadline set forth within the Services, in which case such Exception Entries will be paid/posted to Customer's Authorized Account(s) at the end of the current Business Day.

2.4.3 Customer may choose not to or may otherwise fail to review and provide a Post Decision or a Return Decision for any Exception Entries by the pre-established deadline, in which case the Return Default Disposition will apply and all such Exception Entries will be automatically returned to the Originator.

2.8 Customer and Bank Communications.

2.8.1 Customer shall use the Services' module of the Bank Internet System to report all Pay Decisions or Return Decisions. Bank shall not be obligated to comply with any Pay Decision or Return Decision received in a format or medium, after a pre-established deadline, or at a place not permitted under this Appendix or the Services' Setup Form(s), and may instead treat any such Pay Decision as a Return Decision or otherwise apply the Return Default Disposition to such Pay Decision.

2.8.2 Bank is not responsible for detecting any Customer error contained in any ACH Entries presented, decisioned, returned or processed, or in any Pay Decision or Return Decision by Customer.

2.8.3 In the event that Bank is unable to provide Customer with a listing of Exception Entries through the Bank Internet System for Customer's Pay Decision or Return Decision as described in Section 2.3, the Return Default Disposition shall apply in accordance with Customer's previously established ACH Authorizations.

2.8.4 Bank shall be bound only to exercise ordinary care in attempting to post or return ACH Entries as described in this Appendix.

3. Remedies.

3.1 **Bank Liability.** To the extent permitted by applicable law, the liability of Bank under this Appendix shall in all cases be subject to the provisions of the parties' Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank.

3.2 **Wrongful Payment/Posting.** It shall constitute wrongful payment/posting by Bank if Bank pays/posts an Exception Entry for which Customer has provided a Return Decision by the pre-established deadline set forth within the Services. In the event that there is wrongful payment/posting, Bank shall be liable to Customer for the lesser of the amount of the wrongfully paid/posted Exception Entry or Customer's actual damages resulting from Bank's posting of the Exception Entry, subject to the terms of the parties' Cash Management Master Agreement.

3.3 **Rightful Payment and Return.**

3.3.1 If Bank honors an Exception Entry in accordance with a Pay Decision by Customer as described in Section 2.4.2, such payment/posting shall be rightful, and Customer waives any right it may have to assert otherwise.

3.3.2 If Bank returns an Exception Entry in accordance with a Return Decision by Customer as described in Section 2.4.1, or otherwise pursuant to a Return Default Disposition as described in this Appendix, the return shall be rightful, and Customer waives any right it may have to assert otherwise.

3.3.3 Customer agrees that Bank exercises ordinary care whenever it rightfully pays/posts or returns an Exception Entry consistent with the provisions of this Appendix.

4. **Other Terms of the Services.**

4.1 Customer acknowledges that the Services do not preclude Bank's standard ACH processing procedures, which may cause an ACH Entry to be dishonored even if Customer's instructions do not otherwise require Bank to return such ACH Entry.

4.2 Customer acknowledges that the Services do not apply to transactions between Customer and Bank, including any Bank affiliates and subsidiaries, such as loan or credit card payments ("Bank-Related Entries"). Bank is permitted to pay Bank-Related Entries whether or not Customer has included these in Customer's ACH Authorizations as reflected in this Appendix and until such time as Customer's authorization with respect to the underlying Bank-Related Entries is revoked or otherwise terminated.

4.3 Customer acknowledges that the Services are intended to be used to identify and return ACH

Entries which Customer suspects in good faith are fraudulent or otherwise unwarranted. The Services are NOT intended to be a substitute for authorization instructions or to delay Customer's decision on ACH Entries, including but not limited to stop payment orders on ACH Entries which are not suspected in good faith to be unauthorized. If Bank suspects or deems, in Bank's sole discretion, that Customer is using the Services contrary to those intentions, Bank may require Customer to provide evidence that ACH Entries that Bank returns pursuant to Customer's instructions were in fact unauthorized. In addition, Bank may hold Customer liable for losses that Bank sustains on ACH Entries which Bank is requested to return under the Services and which Customer does not reasonably establish as unauthorized ACH Entries, including as under the *NACHA Rules*.

5. **Governing Law.** Any claim, controversy or dispute arising under or related to this Appendix shall be governed by and interpreted in accordance with the governing law provision of the parties' Cash Management Master Agreement.

6. **Effectiveness.**

6.1 Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services, except for any existing ACH Authorizations currently on record with regard to the Authorized Account(s) as of the date of this Appendix.

6.2 This Appendix and the associated Services shall remain in full force and effect until such time as the Appendix or the Services are terminated, or a different or amended Appendix is implemented by Bank. This Appendix and the associated Services shall automatically terminate in the event the underlying Authorized Account(s) are closed or Customer's ACH Authorizations are otherwise terminated. In the event of termination of this Appendix and the associated Services, Customer's ACH Authorizations in effect as of the date of termination will remain in effect with respect to Customer's Authorized Accounts, and all ACH Entries will thereafter be processed in accordance with such ACH Authorizations. Also, upon termination of the Services, all sums owed to Bank hereunder shall be immediately due and payable.