



FIFTH THIRD BANK

COMMERCIAL CARD SERVICE AGREEMENT

This Commercial Card Service Agreement (this “**Agreement**”) is entered into by and between Fifth Third Bank, an Ohio banking corporation (“**Bank**” or “**we**”) and the undersigned Customer (“**Customer**” or “**you**”) effective as of the date accepted by Bank as written on the signature page to this Agreement. This Agreement amends, replaces and restates in their entirety the Commercial Card Service Company Agreement and the Commercial Card Service Terms and Conditions in effect between the parties prior to this Agreement.

1. Introduction

Card Programs. The Fifth Third Commercial Card is designed to handle all of an organization's purchasing, travel, and fleet spending needs through a single card platform. Our Card programs offer a wide array of features and can include spend categories that can be restricted based upon the establishment of merchant category controls or other transaction limits (Velocity Controls) that limit your Cardholders to or from a particular category of spend. Our Commercial Card Service is further defined by additional Internet Online Features and Card Payables solutions that may be implemented upon your request.

The Service. We, at your request have agreed to provide to you our Commercial Card Service (the “**Service**”) as provided in this Agreement. The Service consists of the Account, the Cards and the related services described in this Agreement. The Service may only be used for business or commercial purposes and not for family, household or consumer purposes. This Agreement is not binding on us until one of our authorized officers has executed it and delivered the signed copy to you.

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

Representatives. We will rely on the information provided to us by an Authorized Person or your other agents, officers, employees and representatives (“**Representatives**”) in providing the Service to you. Any changes to the information you provide us must be promptly communicated to us and given or promptly confirmed in writing. A change shall be effective only after we receive the proper request for such change and we have had a reasonable opportunity to act on the request although we may, in our sole discretion act on oral requests. Until then, we may rely on acts and information that purport to have been authorized by individuals you previously authorized. You agree that we may refuse to comply with requests from any person until we receive documentation reasonably satisfactory to us confirming the person's authority.

2. Establishment of Account and Issuance of Cards

The Account. Upon completion of the set up process, we will establish for you a commercial credit account (“**Account**”) subject to the credit limit we establish, and issue one or more cards (or similar devices) and account numbers associated with your Account (“**Card**” or “**Cards**”) to your Representatives as designated by you from time

to time (“**Cardholders**”) in accordance with this Agreement and the Service procedures. At your request, Cards may be issued in the name of a group or department or as a Nameless Card (as described below), and we can enable you to effect transactions solely with a Card or account number without a physical card or device. All use of such Cards and transaction are considered as effected by a Card for purposes of this Agreement. We will issue each Card for the original term indicated on the Card. We will honor all transactions unless the Card or the Account has been effectively cancelled as provided in this Agreement. Unless and until a Card has been properly cancelled, the Card is valid and may be used for transactions, and renewal or replacement Cards will be issued for them as appropriate. Once issued as requested by you, you are solely responsible for the use of the Card by the Cardholder and for imposing and enforcing any limits or restraints you wish to impose on a Cardholder’s use of the Card.

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

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

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

3. Card Administrator

In the set up process, you will appoint an individual to serve as your administrator (“**Card Administrator**”) with complete authority to administer and manage the use of the Service on your behalf. Unless restricted by you in the set up process, the Card Administrator has the authority to: designate personnel including the Card Administrator with access to some or all of the administrative features of the Service; designate persons who will be issued Cards and become Cardholders and establish their individual Card credit limit; cancel a Card and change the credit limit associated with a Card; issue replacement Cards for damaged or lost Cards or to effect a name change on an existing Card; obtain information and reports about, and monitor Account and Card use; and, accept and act on all communications from us regarding the Service. If you choose to utilize any of the Online Features or Card Payables (each as described below) available with the Service, the Card Administrator will have the additional authority described with that feature. We rely on the authority of the Card Administrator in providing the Service to you.

4. Promise to Pay

Obligation. You promise to pay us all Obligations without deduction or setoff in accordance with this Agreement. Subject to the limitation under “**Fifth Third Use Liability Policy**” in the following paragraph, you are required to pay us whether or not the use of the Account, Card, account numbers or other incurrence of indebtedness was authorized by you. Cancellation of a Card or termination of the Account does not in any way excuse your obligation to pay for all purchases or other charges incurred against or in connection with the Account or with any Card or account number through the effective time of the cancellation or termination. As used in this Agreement, the term

“Obligations” means (a) the aggregate outstanding principal amount of, and all interest, fees and charges on advances made by us on or in connection with the Account, through the use of a Card, an account number or otherwise (including any interest accruing after the commencement of any proceeding by or against you under the federal or state bankruptcy, insolvency or other similar laws, and any other interest that would have accrued but for the commencement of such proceeding), (b) all of your obligations and liabilities for the indemnification of us under this Agreement, and (c) all fees, costs, charges, expenses, reimbursements and other similar obligations from time to time owing to us under this Agreement. Payment of the Account balance is due in full monthly on the due date specified by us in the set up process unless otherwise expressly agreed by you and us in the set up process as evidenced by our implementation records (**“Payment Due Date”**).

Fifth Third Use Liability Policy. If you believe that a transaction on your Account was unauthorized, you must notify us as soon as possible but not more than sixty (60) days after the transaction in question appears on your Account Statement. You will be required to provide us with reasonable information about the transaction to enable us to investigate the matter, and to reasonably cooperate with us in any investigation. If you do that, and the following conditions are met, you will not be responsible for the unauthorized transaction: (a) the transaction was not effected by a current or former employee or other Cardholder designated by you; (b) there are no past due obligations on the Account; and, (c) you have exercised reasonable care in safeguarding your Cards and Account from unauthorized use including that you did not provide, directly, by implication or otherwise, the right to use a Card or the Account to the person effecting the transaction, or receive any tangible benefit from the transaction. If the conditions in this paragraph are satisfied, we will credit your Account for the amount of the transaction in question and any fees and interest that may have been applied or accrued as a result of that transaction. In addition, the Card Association may offer a liability protection program for small business (as defined by them), to which unauthorized use of the Card may be subject; contact the Card Association for additional information. We will provide a copy of the Card Association’s program literature upon request. If we have issued fewer than ten Cards in connection with the Account, your liability for transactions by a person who does not have actual, implied or apparent authority to use the Card or Account and whose use does not result in a direct or indirect benefit to you will not exceed \$50 (or lesser amount of the transaction) on each Card.

5. *Periodic Account Statements*

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

Discrepancies. If there is a discrepancy between your records and the information shown on any Account Statement or other confirmation, or you discover any other error in an Account Statement or confirmation, you must notify us within thirty (30) calendar days after you receive such Account Statement or confirmation, or within such greater amount of time as may be required by applicable law. You must also follow the procedures described in the User Guide. If you fail to notify us within such 30-day period and follow the prescribed procedures, you may be precluded from asserting the discrepancy against us and you will be obligated to us as provided on the applicable Account Statement, subject to Section 4. All entries in our books, records and accounts shall constitute conclusive evidence of transactions unless you furnish proof of manifest error.

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

6. *Making Payments*

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

Payments. You agree to make all payments by check or other negotiable instrument drawn on a U.S. financial institution located in the U.S., money order or by electronic transfer as you and we agree in the set up process. Payments must be made in U.S. dollars. All payments must be delivered or transmitted to us in the manner and to the destination agreed in the set up process. Payments not delivered or transmitted to that destination will not be treated as timely received. Payments received after 3:00 p.m., Eastern Time, on any business day or on a day which is not a business day will be credited on the next business day. Credit to any Card or the Account may be delayed for up to five days if the payment is (a) not made in U.S. dollars drawn on or from a U.S. financial institution located in the U.S. or by money order, or (b) not accompanied by the proper account number and if not made electronically, not accompanied by the top portion of the Account Statement. Delayed crediting may cause you to incur additional fees and finance charges.

Debit Authorization. If you and we have agreed in the set up process or at any time in writing that payments may be made by direct automated clearinghouse debits to your banking account with us or any other financial institution, you authorize us to initiate debit entries to the account with the financial institution you designate for the amount due on the Account Statement until you have properly revoked the authorization. You agree to be bound to the NACHA Operating Rules with respect to these ACH transactions and with respect to any ACH transaction you initiate.

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

7. *Fee Schedule*

We have agreed that you are subject only to the fees and finance charges for the Service set forth on the Fee Schedule attached to this Agreement ("***Fee Schedule***") which is incorporated into this Agreement by this reference, and to all other fees and costs expressly set forth in this Agreement. Notwithstanding our rights to amend this Agreement as set forth in Section 20, we agree that the Fee Schedule may not be changed without your prior written consent prior to December 31, 2014. Thereafter, the Fee Schedule may be revised by us as provided in Section 20 of this Agreement. If there is any conflict between this Agreement and the Fee Schedule, this Agreement shall govern, but only to the extent reasonably necessary to resolve the conflict. Any finance charges, fees and other amounts, including penalties, assessed against the Account will be posted as direct charges to the Account and will count against the applicable credit limit.

8. *Account Controls*

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

Lost or Stolen Cards; Unauthorized Use. You are responsible for cancelling any lost, misused or stolen Cards, Cards or the Account that you suspect may have been the subject of fraud, unauthorized use or misuse, and the Card (and associated authorization) of any Cardholder no longer authorized by you to use a Card, whether as a result of termination of employment or otherwise. You are responsible for retrieving the cancelled Card and destroying it to prevent further use. You may also cancel a Card or terminate a Cardholder's use of a Card by calling our customer service center. **All telephone communications by you to us must be made by calling our customer service center at 1-800-375-1747 as soon as the need arises.** You understand that we will require a reasonable amount of

time to act on any request made by telephone. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use in writing at Madisonville Operations Center, Issuer Disputes Dept., Mail Drop 1MO2G, Cincinnati, Ohio 45263 or by telephone at the number given above.

Our Programs. We may (but are not obligated to) apply software programs and other techniques to detect patterns and other indications of potential fraud and authorized use of the Account. These programs and techniques are not a substitute for proper Account management and the implementation and enforcement of Card controls by you, and cannot be relied upon to prevent fraud or unauthorized use. Our techniques may, however, result in the denial of a transaction, reduction of limits or other actions by us as indicated by such programs and techniques.

9. *Credit Limit*

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

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

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

10. *Representations, Warranties and Undertakings*

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

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

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

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

11. Confidentiality, Security and Privacy

Your Obligations. You represent that you have in place, and covenant that you will maintain in effect and enforce reasonable policies and measures to reduce the incidence of fraud and other unauthorized use of, and access to Cards and your Account and to preserve the confidentiality of your Account numbers and account access procedures. In addition, you agree to safeguard, keep confidential and not disclose to any third party the payment, pricing terms or fees for the Service and any Security Procedures, and to limit the internal disclosure and distribution of such information to your Representatives who have a need to know such information. You must notify us immediately if there has been a breach of your security, or any Security Procedures have been have been lost, stolen, compromised or misused.

Our Obligations. We acknowledge that all non-public information we obtain from you in providing the Service may be confidential. We will maintain the confidentiality of such information in accordance with our normal procedures for safeguarding customer information. We may, however, share your information in accordance with the Fifth Third Privacy Notice for Commercial Customers which is available on our website at www.53.com.

Business Continuity. Throughout the term of this Agreement, we shall maintain off-site business continuity capabilities designed to permit us to recover from a disaster and continue providing the Service in accordance with our business continuity plan and capabilities. Our business continuity capabilities will permit the recovery from a disaster and resumption of the provision of the Service to you within a commercially reasonable period as dictated by the particular recovery rating of the system or application in question.

12. Disclaimer of Warranties

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

13. Limitation of Liability

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

14. Your Indemnification Obligations

You agree to indemnify and hold us and our officers, directors, employees, shareholders and agents harmless from and against any and all losses, liabilities, actions, claims, judgments, settlements, damages, costs and expenses, including reasonable fees, expenses and costs of outside and in-house legal counsel (collectively, "**Losses**") resulting directly or indirectly from, or arising in connection with (a) our providing the Account or Cards, extending credit to you or otherwise providing the Service to you (other than Losses that result from our bad faith, gross negligence or

willful misconduct), and (b) your violation of any of your representations, warranties or covenants under this Agreement.

15. Special Situations

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

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

Indemnity. You further agree to indemnify and hold us and our Representatives harmless from and against any and all Losses we may suffer or incur arising out of or related to Individual Billing or the issuance by us or use by you of Nameless Cards (other than Losses that result from our bad faith, gross negligence or willful misconduct).

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

16. Default

Events. Subject to applicable law, you shall be in default under this Agreement upon the occurrence of any one of the following: (a) you fail to make any payment of any Obligation when due in accordance with provisions of this Agreement; (b) you become generally unable to pay your debts as they become due; (c) any other creditor tries by legal process to take or foreclose upon any of your assets; (d) a petition is filed or other proceeding is commenced by or against you with respect to your company or against or by any guarantor of the Obligations under the federal bankruptcy code or any other applicable federal or state insolvency laws; (e) you provide us with any false or misleading material information; (f) any representation or warranty made by you in this Agreement is untrue or incorrect in any material respect or you breach in any material respect any covenant or undertaking under this Agreement; (g) you are in default of any other credit, loan, leasing or similar agreement for the extension of credit you have with us or any of our affiliates, and in the case of a non-monetary default, you fail to cure such breach within twenty (20) calendar days; (h) you violate any applicable law in connection with the Account or use of the Cards; (i) you become insolvent, are placed in receivership or adjudicated bankrupt or you become subject to any voluntary or involuntary bankruptcy proceeding or any assignment for the benefit of your creditors; (j) any guarantor or other third party that has guaranteed or assumed any responsibility for the Obligations is in default of any guaranty or similar agreement with us; or (k) we believe in good faith that your ability to pay or perform the Obligations under this Agreement is or has been materially impaired. You may incur fees or other charges in connection with a default. The payment of any fee or other charge will not cure the default that triggered the fee or charge.

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

17. Term and Termination

Term. The term of this Agreement commences on the date it is accepted and executed by us and continues until terminated by you or us under this Section 17 or by you or us upon thirty (30) days written notice to the other party.

Termination Rights. We may terminate this Agreement or terminate or suspend the Service if: (a) you are in default as provided in Section 16; or (b) the continued provision of the Service in accordance with the terms of this Agreement would, in the good faith opinion of our legal counsel, violate federal, state or local law or any regulation applicable to our business. We will provide notice of the exercise of our termination rights as soon as practical. You may terminate this Agreement if our Service fails to incorporate material technology you wish to use and pay for that is generally available throughout the commercial card industry from similarly situated providers of commercial card services. You will provide notice of the exercise of your termination right as soon as practical.

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

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

18. Online Features

We offer online access features as part of the Service ("**Online Features**") to enable you to access information about, and administer and manage the Account via the Internet including through the applicable Card Association or through our online portal, *Fifth Third Direct*SM. The use of the Online Features is subject to the limitations and specifications in the User Guide we provide for the Online Features. Some or all of the Online Features may be hosted or provided by the Card Association or another third party and are also subject to any terms of use established by us or that third party. Updates and new features of the Online Features will be described in the User Guide, and any related terms of use will be posted on the applicable website; updates and features offered by us, and the related terms and conditions of use will become part of the Service and this Agreement upon first use by you.

Administration. You have the option to enable the use of the Online Features. If you elect to use one of the Online Features, the Card Administrator will have complete authority to manage the Online Features on your behalf. The Card Administrator has authority with respect to the Online Features to: designate personnel including Cardholders and the Card Administrator ("**Users**") with access to some or all of the aspects of the Online Features; monitor Card usage and access Account statements through the Online Features; establish the entitlements of Users regarding the use of the Online Features; enable the assignment of Identification Codes described below and initial passwords to Users; issue replacement Cards; determine to utilize new or updated features of the Service and accept any applicable terms and conditions governing such features; and accept and act on all communications from us regarding the Online Features.

User Level Access. The Online Features include the ability for Users including Cardholders, their managers and others to access and manage Account level detail including the ability to categorize and reconcile expenses.

Payment Platform. When available, we may offer to certain customers the ability to access an online payment platform to effect the electronic payment of their Account. Those customers and their Users would be solely

responsible for the accuracy, timeliness and completeness of the data they input into the platform and for the availability of funds in the payment account. Use of the platform is subject the terms and conditions of use of the platform as posted on the platform website and to this Agreement.

Security Procedures. Access to the Online Features of the Service are subject to “**Security Procedures**” which may include certain procedures, the use of personal identification numbers, log-on identification, access codes, passwords or other security or authentication measures (collectively, “**Identification Codes**”) that are designed to verify the origin of access to the Online Features. You understand that all access to, and use of the Online Features using such Security Procedures as we mutually agree upon will be considered by us for all purposes and without further investigation to be authorized by you and we may act and rely upon all instructions or data transmitted to us using the Security Procedures.

Your Responsibilities. You must ensure that your personnel use the Online Features only as authorized and within the limits of their entitlements or permission. We do not monitor access to the Service or the Online Features and are not responsible if any person exceeds the limits of their entitlements or permission rights. You are responsible for having and maintaining at your expense proper functioning, secure and safe hardware, software and communication devices, Internet access and service necessary for use with the Online Features. To the extent you select an option available with the Online Features that allows Cardholders to view and enter data about their transactions, you agree to monitor and limit their access to proper business purposes on your behalf.

Legal Compliance. We make no representation or warranty that the Online Features are available or appropriate for use in countries other than the United States. You are solely responsible for compliance with all laws and regulations applicable in jurisdictions where you conduct business.

Intellectual Property. All pages, screens, text, and other materials, and other works of authorship and material appearing on or utilized in connection with the Online Features, the names, trademarks, logos, slogans and service marks used, displayed and found on websites, and all other intellectual property relating to the Online Features (collectively, “**Intellectual Property**”) are owned by and proprietary to us, the applicable Card Association, and our vendors or licensors, except as otherwise specified. No Intellectual Property may be copied, modified, distributed, used in any way or publicly displayed in any medium of expression without our prior written consent.

Warranty Disclaimer. The Online Features are provided “as is,” and “as available.” While our websites include encryption and other data protection features, you understand that the Internet is inherently insecure and that there is a risk that data communications and transfers will be compromised or intercepted. Except where these risks occur as the direct result of our failure to use industry standard data security measures, we are not liable if these risks occur or for the use of such data by others, or if privacy is not maintained, in any case, prior to you establishing a secure connection to our designated portal or after properly terminating that connection. All material found on the websites is provided “as is.”

19. Card Payables

Card Payables. We offer a feature of our Service known as Card Payables that provides enhanced global controls and increased transaction security through a combination of an integrated preapproval process with virtual account numbers, along with the capacity to integrate transaction data into your existing accounting and reporting infrastructure. Card Payables includes two solutions: Card Payables Online and Card Payables Batch. The use of virtual account numbers in connection with Card Payables is considered for all purposes of this Agreement to be the authorized use of a Card and the Account.

MasterCard inControl. Card Payables is based upon a license from MasterCard International of the Purchase Control™ application of the MasterCard inControl™ platform. MasterCard also offers a direct interface to the inControl Platform for Card Payables Online that is not part of our Service. Purchase Control™ and inControl™ are trademarks of MasterCard International.

Card Payables Online. Card Payables Online enables you to make payments using the Account to vendors and other persons and entities to whom you wish to make payment (“**Vendors**”) on an individual basis. Card Payables Online generates authorized, virtual account numbers through the Card Payables platform that you give to your Vendor to make a payment. Additional information about Card Payables Online is provided in the User Guide.

Card Payables Batch. Card Payables Batch enables you to manage your accounts payable by enrolling multiple Vendors in an automated platform to receive payment information from you. When you desire to make a payment to an enrolled Vendor, you will transmit to us a payment file that includes the name of each Vendor you wish to pay by Card and payment amount. You can communicate payment, vendor and confirmation information to us through our internet access portal or direct transmission as established in the set up process. Based on the payment and vendor information and your confirmation, we create an encrypted payment data sheet which we send by email to the email account for the Vendor contact person you provide to us in the set up process. The payment data sheet includes a virtual card number against which the Vendor can process your payment through MasterCard as with any other Card payment. Additional information on Card Payables Batch is available in the User Guide. You are responsible for obtaining proper authorization from your Vendor to participate in this payment process and for the accuracy of the Vendor data and payment information you send to us. We are not responsible if the payment information you provide us is not accurate or timely, or if a Vendor fails to receive or act upon the email and payment data sheet we send to the email account you give us.

Card Administrator. If you elect to use Card Payables, your Card Administrator will have the authority to manage the use of Card Payables on your behalf. In addition to any other authority they may have, the Card Administrator will be able to (a) for Card Payables Online, designate persons with the authority to request and generate virtual account numbers for making payments as part of the Service and establish the limits, if any on the authority of such persons, (b) for Card Payables Batch, designate the Vendors to whom payments may be made with Card Payables and provide us with Vendor and payment information. We will rely on the information provided to us by the Card Administrator.

Set Up. If you elect to use the Card Payables features, you will be required to complete a set up process with us before the features of Card Payable are available. You are solely responsible for all Vendor enrollment information you provide us and for insuring.

Access. Card Payables is accessed through the Online Features described in Section 18 of this Agreement. Card Payables Online may also be accessed through a direct interface with the MasterCard inControl Platform.

20. General Provisions

Merchants. We have no liability or responsibility for (a) goods or services purchased with a Card or the Account or for any dispute you may have with a merchant over goods or services you purchase, (b) a merchant's or supplier's failure to accept the Card or the Account, or (c) any failure of a merchant to seek authorization before honoring a Card. If you have a billing dispute with a merchant, we require that you first attempt to resolve the dispute directly with the merchant. If you are unable to resolve the billing dispute, you will be required to complete a dispute form provided by us, provide any additional information we request relating to the dispute and cooperate with us to resolve the dispute. You are in all events responsible for the purchases you make with the Card or Account.

Vantiv. If you are using the merchant processing services of Vantiv, LLC (formerly Fifth Third Processing Solutions, LLC, including its successors, "Vantiv"), you understand that Vantiv is a separate, independent legal entity. We are not responsible for the actions or obligations of Vantiv, or any agent or vendor engaged or used by Vantiv with respect to merchant processing services.

Banking Agreements. If you are a party to our Master Treasury Management Agreement, you and we agree that the Services provided under this Agreement are not "Services" for purposes of the Master Treasury Management Agreement.

Amendments. We may amend, supplement or change (a "**revision**") the terms of this Agreement including changes to the Fee Schedule (subject to Section 7) at any time and from time to time as follows: by a written instrument signed by both parties; or, we may give you at least thirty (30) calendar days' prior written or electronic notice of a revision and if you do not give us written notice of your termination of this Agreement before the expiration of the thirty day period or the later effective date specified in such notice, you are deemed to have accepted the revision. You have the right to request that we modify the proposed revision and if the parties are unable to agree upon the modification, you may terminate this Agreement by giving us written notice within such thirty day period. If, however, a revision to this Agreement is, in our good faith opinion either required by law or a regulatory authority with jurisdiction over us or is necessary to preserve or enhance security of the Service, we will provide you notice of such revision and the revision will be effective immediately upon us giving you notice. Subject to applicable law,

any revision shall apply to the outstanding balance on the Account on the effective date of the revision and to any future balances created after that date. No revision to this Agreement or Fee Schedule shall affect in any manner your obligation to pay in full all Obligations under this Agreement.

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

Notice. Any written notice from you to us shall be effective once we have received the notice and had a reasonable opportunity to act on it. Any written notice from us to you shall be effective and deemed delivered when mailed to and received by you at your address as it appears on our records.

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

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

Set-off. You agree that we may set off any and all funds in any bank account you have with us against or to pay any Obligation you have at the time to us under this Agreement. We may exercise our right of set off by debit or other means without recourse to other rights or collateral, if any, we may have and regardless of the effect on your bank account. You waive notice of the exercise of these rights to the extent permitted by applicable law. Our right of set off is limited only to the extent expressly limited by applicable law.

Entire Agreement. This Agreement, together with the Fee Schedule, User Guide and any separate pricing, rebate or other similar agreement executed by the parties which specifically refers to this Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the Service and the Account and supersedes any prior or contemporaneous proposal, understandings, discussions or agreements between the parties with respect to the Service and the Account. The Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. No person or entity other than the parties, their permitted assigns, indemnified persons, our vendors and the Card Association shall have any rights under this Agreement

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

Compliance with Law. We and you each agree to comply with and be responsible for all applicable state, local and federal statutes, rules, regulations, orders, directives, policies and other laws, and the rules and regulations of any applicable Card Associations or payment clearing system.

Governing Law; Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

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

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

WITNESS, the parties have caused this Agreement to be executed by their respective duly authorized representative as of the dates indicated below.

Dated: _____, 20____

ACCEPTED: _____, 20____

(CUSTOMER'S LEGAL NAME)

FIFTH THIRD BANK

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Fee Schedule

Card Fees

Emergency Replacement Card Delivery (Overnight)	\$20.00 per card
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Transaction Fees

Foreign Currency Conversion Fee	2%
Cash Advance Fee	3% of total advanced (\$3.00 min.)

Account Fees

Online Card Administration (CCM)	No charge
Finance Charge Rate on Past Due Balances	19.8%
Late Payment Fee	\$29.00 per month per account
Excess Credit Limit Charge	\$35.00 per occurrence
Returned Check Fee	\$35.00 per check returned

TM 583794/19 11.2011