

**Bid Tabulation Packet
for
Solicitation GEN2118504P1**

Master Banking Services

Bid Designation: Public



Broward County Board of County Commissioners

TD Bank

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Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
GEN2118504P1--01-01	TREASURY SERVICES: BALANCE & COMPENSATION INFORMATION	Supplier Product Code:	First Offer - \$0.00	1 / lump sum	\$0.00	Y Y
GEN2118504P1--01-02	TREASURY SERVICES: GENERAL ACCOUNT SERVICES	Supplier Product Code:	First Offer - \$3,430.32	1 / lump sum	\$3,430.32	Y Y
GEN2118504P1--01-03	TREASURY SERVICES: E-BOX SERVICES	Supplier Product Code:	First Offer - \$2,934.49	1 / lump sum	\$2,934.49	Y
GEN2118504P1--01-04	TREASURY SERVICES: DEPOSITORY SERVICES	Supplier Product Code:	First Offer - \$112,099.38	1 / lump sum	\$112,099.38	Y
GEN2118504P1--01-05	TREASURY SERVICES: PAPER DISBURSEMENT SERVICES	Supplier Product Code:	First Offer - \$29,733.12	1 / lump sum	\$29,733.12	Y
GEN2118504P1--01-06	TREASURY SERVICES: PAPER DISBURSEMENT RECON SERVICES	Supplier Product Code:	First Offer - \$7,394.24	1 / lump sum	\$7,394.24	Y
GEN2118504P1--01-07	TREASURY SERVICES: GENERAL ACH SERVICES	Supplier Product Code:	First Offer - \$100,715.71	1 / lump sum	\$100,715.71	Y
GEN2118504P1--01-08	TREASURY SERVICES: EDI PAYMENT SERVICES	Supplier Product Code:	First Offer - \$2,170.13	1 / lump sum	\$2,170.13	Y
GEN2118504P1--01-09	TREASURY SERVICES: WIRE & OTHER FUNDS TRANSFER SERVICE	Supplier Product Code:	First Offer - \$21,119.08	1 / lump sum	\$21,119.08	Y
GEN2118504P1--01-10	TREASURY SERVICES:	Supplier Product Code:	First Offer - \$600.00	1 / lump sum	\$600.00	Y

INFORMATION **Code:**
SERVICES

GEN2118504P1--01-11	TREASURY SERVICES: INTERNATIONAL SERVICES	Supplier Product Code:	First Offer - \$74.10	1 / lump sum	\$74.10	Y

Lot Total **\$280,270.57**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
GEN2118504P1--02-01	LOCKBOX SERVICES: LOCKBOX SERVICES	Supplier Product Code:	First Offer - \$80,607.91	1 / lump sum	\$80,607.91	Y

Lot Total \$80,607.91

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
GEN2118504P1--03-01	SAFEKEEPING SERVICES: INVESTMENT/CUSTODY SERVICES	Supplier Product Code:	First Offer - \$50,400.00	1 / lump sum	\$50,400.00	Y

Lot Total **\$50,400.00**

Supplier Total **\$411,278.48**

TD Bank

Item: **TREASURY SERVICES: BALANCE & COMPENSATION INFORMATION**

Attachments

Solicitation GEN2118504P1 - Master Banking Services - TD Response.pdf

Proforma_Pricing_Schedule_TD Bank Response.xlsx

Evaluation_Criteria,_Treasury_Services,_GEN2118504P1 1.pdf

Evaluation_Criteria,_Safekeeping_Services,_GEN2118504P1 1.pdf

Evaluation_Criteria,_Lockbox_Services,_GEN2118504P1.pdf

Solicitation GEN2118504P1

Master Banking Services

PROPOSAL FOR

Broward County Board of
County Commissioners

Original
July 24, 2019



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Executive Summary



TD Bank is qualified to meet the financial service needs of the Broward County Board of County Commissioners (also referred to as the County). Throughout our proposal, TD Bank will demonstrate its unmatched commitment to customer service, our knowledge and understanding of banking for our Governmental Clients, our state-of-the-art treasury management products and services, our innovative approaches, and – most importantly – our desire to be your bank of choice. The following summarizes our proposal response:

Relationship Management, Customer Service, and Community Engagement

TD Bank prides itself on creating positive banking experiences for our clients. The TD Bank team is here to help and will continue to deliver best-in-class service to you while working to better the communities where we collectively live and work.

We know Government entities have unique needs and have developed a Government Banking group to help entities comply with numerous statutes that dictate how they conduct financial affairs. Our Relationship Team is well-versed in public finance and how to structure accounts and treasury management solutions that provide cost savings, maximize interest earnings, and simplify the way our Government Clients conduct business. Careful attention is paid to the details that matter, and our Government Bankers will provide on-going support to the County's employees. Periodic relationship reviews will be conducted to ensure that you have the appropriate products and services and to keep staff abreast of new technologies and innovations in treasury management as well as other new services offered by the bank.

The Ready Commitment

TD Bank is committed to enriching the lives of our clients, colleagues, and communities. We aspire to help create an inclusive future where individuals and communities feel confident that they can succeed in a changing world. We deliver on this purpose through **The Ready Commitment**, grounded in four interconnected drivers of change:

- **Financial Security** – Our goal is to increase access to opportunities that people need to improve their financial security. Through such programs as TD WOW! Zone, Adaptive Financial Education and Housing for Everyone, we focus on areas proven to have greatest impact: Early Learning, Income Stability, Affordable Housing, and Financial Literacy.
- **Vibrant Planet** – In partnership with philanthropic organizations from Maine to Florida and through programs like Tree Days, we help to elevate the quality of our environment to enable people and economies to thrive. We do this by growing and enhancing green spaces and helping to accelerate the transition to a low-carbon economy.
- **Connected Communities** –We create opportunities for everyone to feel included in their community by supporting thousands of activities and initiatives that respond to local needs, encouraging new narratives and dialogues through art and culture...reflective of all voices – and identifying those needing help integrating into community and finding solutions.
- **Better Health** – Supporting more equitable health outcomes for all by investing in research, new technologies, and innovative solutions that improve access to care.

Executive Summary

The Ready Commitment creates value for business and communities across our footprint by driving social and environmental impact for all of our communities. We uncover ways to use our core business from product development to lending and investing to create shared value. As an environmental leader, we're committing \$100 billion (CDN) in our business transient to a low carbon economy by 2030.

With long-term view, we use our philanthropy to open doors to a more inclusive and sustainable tomorrow. We will deliver \$1 billion (CDN) in community giving by 2030. We leverage the strength of our employees to make an impact and are targeting 4 million volunteer hours globally by 2030.

About TD Bank

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. The Bank offers a broad array of retail, small business and commercial banking products and services to more than 9 million Clients through its extensive network of approximately 1,250 convenient locations throughout the Northeast, Mid-Atlantic, Metro D.C., the Carolinas and Florida.

Recent Awards and Accomplishments

TD Bank is part of the powerful TD (Toronto Dominion) Bank Financial Group (TDBFG) with the largest Store network of any bank operating in both the United States and Canada. TDBFG has maintained its position as one of the strongest banks in the world through past economic downturns and is prepared to maintain its strength going forward. In addition, Bloomberg ranked Toronto Dominion as "The Strongest Bank in North America" among the Bloomberg 20 Banks based on eight financial ratios equally weighted.

TD Bank has developed and successfully implemented a business model that has changed the way individuals, businesses, higher education institutions, and government entities bank throughout our footprint.

An Important Decision

At TD Bank, we offer the best of both worlds: the hands-on, client-first mentality you'd expect from a local bank combined with all the capabilities of a globally recognized financial institution. From meeting your borrowing needs to discussing capital strategy to investing excess cash, we're ready to help. Combined, these factors make TD Bank the ideal choice as the Broward County Board of County Commissioners' preferred financial services provider.

TD Bank Quick Facts

- \$314.5 billion in assets*
- \$265 billion in deposits*
- \$156.6 billion in loans*
- \$7.4 million in charitable contributions YTD (2019)
- ~9 million customers*
- ~27,000 employees*
- 1,240 US locations*
- Credit Ratings (US): Moody's Aa2 / S&P AA-*

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

*As of 4/01/19. Additional information is available at www.td.com/investor-relations

Scope of Service Lockbox Services

Broward County is seeking responses from qualified firms to provide lockbox payment processing services for various departments within the County organization. These mission-critical services include, at a minimum, retail lockbox services for the Water and Wastewater Services Division (WWS), and wholetail lockbox services for the Records, Taxes and Treasury Division (RTT). WWS receives water utility payments for approximately 60,000 customers in the County on a year-round, monthly-recurring basis. RTT receives property tax payments for over 830,000 property owners within the County on an annual basis, in the November through April timeframe. Additional agencies and transaction types may be added as required by changing business needs. Specifications, past quantities and business rule information are included below for each type of service requested.

Records, Taxes and Treasury Division:

Transaction type: Property Taxes
Billing Frequency: Annually and quarterly
Annual Payment Volume: 175,000 payments
Annual Dollar Volume: \$725M

The Records, Taxes and Treasury Division (RTT) accepts mailed-in payments to a lockbox provider for real and personal property tax payments. Payments are accepted in the lockbox from November – April each year. Payment discounts apply, as follows. If paid in:

November:	4% discount
December:	3% discount
January:	2% discount
February:	1% discount
March:	No discount
April/May*:	Real Estate Taxes: 3% penalty Personal Property Taxes: 1.5% penalty applies in April and 3% in May.

*Additional advertising, tax collector and delinquent tax fees may also apply

Positive payment files are sent from RTT to the lockbox provider each day with updates of items on which to accept payments. Real Time Lookup of amounts due is also available as an option, and specifications can be provided upon request.

At the end of each processing day a payment file is sent to RTT for processing into the tax collection and billing system. These payments are posted to the system the next business morning. One payment file is sent per day. Along with each payment file, a corresponding image is sent as well. Front and back images of all bills and checks in the payment file are contained in the corresponding image file. Links to the images are contained in the payment files, which reference the corresponding images. The link information and images are uploaded by RTT for storage and reference in the tax collection and billing application.

Scope of Services: Lockbox Services



RTT General Specifications:

- a. RTT lockbox is considered a “wholesale” lockbox setup.

TD Bank can provide the County with a combined Wholesale and Retail Lockbox solution:

TD Retail Lockbox

TD Retail Lockbox allows the County to optimize available funds, improve customer service, and systematically update your accounting system by having the bank process your receivables daily through the use of a designated lockbox. By using TD Retail Lockbox, you will optimize your available funds due to minimizing the float associated with the conversion of receivables into cash.

To allow for data capture in the bank’s lockbox processing system, the County’s bills or coupons will need to be created using optical character recognition (OCR) technology. Daily contents of your lockbox will be collected from one of our Post Office locations from Maine to Florida then processed and deposited into your checking account.

Retail lockbox workflow consists of the following primary processes:

1. **Mail Receipt** – Collection of work from the designated post office box. This process will be supported through the use of both internal and external couriers providing transportation services (e.g. mail retrieval and delivery).
2. **Data Prep** – The mail will be opened, sorted, and prepped for image capture as per the County’s defined processing instructions.
3. **Image Capture** – The County’s transactions will be captured on high speed image capture devices. Images will be utilized to support additional workflow processes such as manual data capture, balancing and to support image based output services.
4. **Transaction Repair** – Manual review and repair of capture data including check information. TD Bank’s lockbox product offers the ability to provide look-up capability as well as access to the County’s system to acquire customer account information to facilitate posting.
5. **Data Capture** – Data entry functions to support non-financial data capture of check or invoice information.
6. **Output File Generation** – Supports delivery of the County’s output data including daily reporting and electronic data files.
7. **Online Services** – Detailed lockbox transaction data is available intra-day via secure internet access. Transaction information is available to support timely research, same day exception decisioning, and deposit reporting. Online services expedite transaction information delivery, minimize exceptions, and provide an automated archive solution.

Scope of Services: Lockbox Services



TD Wholesale Lockbox

TD Wholesale Lockbox services enable the County to optimize available funds, improve customer service, and systematically update accounting systems by having the bank process receivables daily with designated lockboxes.

Quality lockbox service starts with the production staff. TD Bank has a quality conscious staff with long term associates who are well versed in processing detailed client instructions. The TD Bank workflow is designed to provide a high level of dedication through a team approach to process assigned clients. Through dedicated client assignment, the processing associates become familiar with all aspects of the client workflow and provide a consistent quality service to the client. This workflow approach also contributes to a higher level of accountability with the processing associate to support greater levels of accuracy.

TD Bank recognizes the need to be flexible. Our expert Lockbox Team will work closely with your team to design the most effective processing solution. As with all TD Bank services quality is a primary focus of the lockbox process. TD Bank quality levels consistently exceed industry standards and are supported by a dedicated team of service professionals.

Lockbox workflow consists of the following primary processes:

1. **Mail Receipt** – Collection of work from the designated post office box. This process will be supported with both internal and external couriers providing transportation services (e.g. mail retrieval and delivery).
2. **Data Prep** – The mail will be opened, sorted, and prepped for image capture as per the client's defined processing instructions.
3. **Image Capture** – Client transactions are captured on high speed image capture devices. Images will be utilized to support additional workflow processes such as manual data capture, balancing and to support image based output services.
4. **Transaction Repair** – Manual review and repair of capture data including check information. TD Bank's lockbox product offers the ability to provide look-up capability as well as access the client's system to acquire customer account information to facilitate posting.
5. **Data Capture** – Data entry functions to support non-financial data capture of check or invoice information.
6. **Deposit Processing** – Generate client payment deposit to support funds availability.
7. **Output File Generation** – Supports delivery of client output data including daily reporting, archive CD's, E-CD's and electronic data files. TD Bank is able to support your requirement of BAI output format.

Scope of Services: Lockbox Services



8. **Online Services** – Detailed lockbox transaction data is available intra-day via secure internet access. Transaction information is available to support timely research, same day exception processing and online-decisions, and deposit reporting. Online services expedite transaction information delivery, minimize exceptions, and provide an automated archive solution.

9. **Exception Processing** – Our lockbox processing employs a systemic approach for processing exception items. The procedures that are followed to process the work is based on a collaborative effort between the Bank and the customer.

10. The customer will classify transaction decision criteria:

- Mail will be reviewed and sorted to distinguish items that are to be reviewed and decisioned
- “Acceptable” items will be captured and processed via the lockbox platform.
- “Decisioned” items will be captured in a unique job via the lockbox platform. The “customer” will be granted access to TD Bank’s lockbox web portal to decision and/or provide disposition information to the Bank for same-day processing.

b. A Broward County or Tri-County area (Broward, Miami-Dade, Palm Beach) address for Lockbox payments is preferred.

The County's lockbox services will be processed out of Mount Laurel, New Jersey processing center. This is part of TD Bank: TD Bank does not utilize third party providers for its lockbox processing.

The County will be assigned a unique lockbox number for the United States Post Office located in Philadelphia, PA.

c. Must process exact payments only (no underpayments can be accepted)

TD Lockbox services can separate and post payments related to the payment requirements specified by the County. TD Lockbox services can also process multiple payments with a single check, a single payment with multiple checks, or multiple payments with multiple checks.

During lockbox implementation, the Implementation Team will work with the County to understand its processing requirements and handling procedures.

d. Customer must have payment coupon

TD Lockbox services provides data capture of the County's coupons.

Scope of Services: Lockbox Services



- e. Payment must be in US funds drawn on/through a U.S. bank, and cannot be postdated.

Payments will be in US funds.

TD Bank tailors lockbox processing requirements for each client. During lockbox implementation, the Implementation Team will work with the County to understand your processing requirements and handling procedures for processing checks marked “paid-in-full,” post-dated checks, stale dated checks, checks missing a payee, and checks missing a drawer’s signature.

TD Bank also provides an online decisioning platform that will enable the County to “decision” items for same- day processing and will reduce the time of payment exception processing from days to minutes. When missing information prevents a payment transaction from being processed, the on-line decisioning solution displays an image of the “exception” transaction on-line. The County can submit processing information instantly, for same-day processing, rejection and deposit.

- f. All payments must be date/time stamped upon receipt by Lockbox facility and must be processed and available to County within 24 hours

All payments that meet the County's processing criteria are imaged and made available same day via the web portal. Each processed item is affixed with a spray of detail that provides the box, date and reference number for ease of reconciliation and research purposes

- g. Cannot process previously paid items; a paid file (“hot file”, “stop file”) will be sent periodically and must be uploaded to facility’s system

The TD Bank lockbox system can accommodate the delivery of the County's negative or positive file transmissions. We will work with the County to develop schedules for expected delivery dates and times of the files.

- h. Payments being returned must have envelope and/or capability of imaging all envelopes

TD Bank Lockbox is designed to meet our customer's needs.. Any remittance documentation, correspondence, and rejects that are associated with a check can be imaged as part of the transaction within our wholesale processing platform. After scanning, the remittance documents are either prepared for delivery to the County or can be retained at the processing site.

Images of all items scanned will be available online.

Scope of Services: Lockbox Services



- i. All items not able to be processed must be returned via overnight mail on a daily basis

TD Bank will process all payments as per the County's processing requirements. After processing is completed for the day, any payments that TD Bank lockbox is unable to process will be returned via overnight mail on a daily basis.

- j. All customer correspondence must be returned with envelope but check and coupon(s) should be processed

The County's processing instructions will dictate the handling of all items. TD Bank lockbox can return the correspondence and envelopes to the County. Our lockbox facility will scan and image all work received within the envelope as part of the transaction. These images are made available on our online system at the end of business day. After scanning, the work is prepared for overnight delivery to the customer.

- k. Must process single coupons with single check, multiple coupons with single check, multiple checks with single coupon and multiple checks with multiple coupons

TD Lockbox services can also process multiple payments with a single check, a single payment with multiple checks, or multiple payments with multiple checks.

- l. Amount due is based on postmark date and algorithm to calculate from scan line; if no postmark date or postmark date is ineligible, use check date

TD Bank will work with the County to develop the processing instructions that best meets your processing requirements. TD Bank will employ the use of programming technology to identify the criteria (i.e. postmark, algorithm) that dictates items to be processed or not.

- m. Must transmit payments nightly to Broward County via secure file transfer mechanism

Once lockbox processing is completed for the day, TD Lockbox operations will create the customer's data file which will upload to TD Bank's secure file transfer system. We can customize transmission formats as needed as well as support FTP with PGP encryption and Secure FTP.

Data transmissions can include:

- Check MICR line data such as routing transit, account, and check number (for cross-reference in your accounts receivable system to a specific customer number), and /or
- Data Capture of remittance information, typically invoice numbers, invoice amounts, and customer numbers. While the previously mentioned data fields are most commonly requested by customers, a variety of fields are captured based upon individual requirements. Examples include remitter name, post mark date along with a variety of industry specific data fields.
- Transaction detail is available via the lockbox online application. The data residing in the internet solution is available within the lockbox image module.

Scope of Services: Lockbox Services



TD Bank can create a standard BAI file format that can be loaded into most A/R systems. We can customize transmission formats as needed as well as support FTP with PGP encryption and Secure FTP.

To assure the validity of data, once a valid profile has been created for the remittance document, the document images are systemically forwarded to multiple ICR engines directly from the IBML scanners. The first engine performs a “read” process on the document and captures all required data elements that meet the document profile. The image is then forwarded to a second, independent engine, for a verification pass. All characters that have been identically read by both engines are in effect “killed”, meaning that further data capture is not required. Any characters that were read differently by the engines are forwarded to an operator for manual keying from the image. The manual keying process can occur from the original document or a snippet view can be presented to the operator. In the near future, a third ICR engine will be installed to further automate the verification process. This process permits an independent verification of all critical A/R data fields.

- n. Must have ability to export and upload images and metadata to County’s systems

TD Bank Lockbox services include access to an internet-based online archive that supports 24/7 client access. All processed documents can be presented to the County via the online archive tool. Options to search for and retrieve transaction information are flexible and driven by the data fields that are captured during processing.

The County will have the ability to download images, save queries, print documents, and generate related reports. You will have the opportunity to export the reports in a .CSV or HTML file format. The level of detail is client specific. Standard details (i.e. check routing number, account, check number, amount) regarding the check are included with the option for additional detail (i.e. remitter name, invoice number etc.) to report as per the County’s requirements.

TD Bank’s Lockbox platform can provide daily images of all checks and remittance advices. The images are available via our web based online platform TD A/R Direct. Check and document images from standard processing are available for viewing throughout the day as work is processed. All images for an entire day are available approximately two hours after the end of day processing.

- o. Must have ability to capture name/address information from scanned documents; i.e. customer’s check and billing coupon

TD Bank Lockbox processing can capture name/address information from scanned documents received.

- p. Facility must have ability to count each piece of mail received daily and create statistical reports

TD Bank can accommodate this request.

TD Bank focuses on providing custom Lockbox solutions. TD Bank recognizes the need to be flexible with supporting client requirements. The time of day that Lockbox activity is available is client specific. The Lockbox cut-off will dictate when the activity will be available for viewing on-line. If the County does not specify a cut-off time, activity is available on line by end of day. Our expert Lockbox Team will work closely with you to design the most effective processing solution.

Scope of Services: Lockbox Services



Deposit summary reporting is available immediately at the completion of daily processing for the customer workflow. The actual time that the deposit total will be available is dependent upon the production cutoff time established for the County's workflow. The cut-off time is established based on a number of factors including transaction volumes, workflow complexity, lockbox services delivered and the County's deadlines. The cutoff time should be viewed as a target time due to the fact that it will vary based on transaction volume to be processed. Deposit reporting can be delivered via email or online delivery. All transactions processed for any given day are reported that day.

The County will have access to both summary and detail reports via the web application. Summary reports provide the "total" number of items processed along with the dollar amount of what was processed. Detail reports provide additional information regarding the specific item(s) that were processed (i.e. MICR line of the check, payee name etc.).

- q. Transmission files must adhere to format/layout provided by County. Specifics included in this document and additional details available upon request

TD Bank lockbox will work with the County to create a posting file to the County's specifications. All data collected during processing can be included in the file to create the preferred format/layout provided by the County.

- r. Return Item details available upon request

TD Bank can accommodate this request.

- s. Must be able to scan and image bills and checks in TIFF format, with image links passed in payment data files. Image files are transmitted to County separately from payment files.

TD Bank Lockbox will scan and image all payment documents. We can extract all the transaction information, including data entry and images captured during remittance processing for a particular lockbox and create both a data file and an images file with images created in a TIFF format. The data file can contain the TIFF image file name.

- t. Must image front and back of all documents.

TD Bank can accommodate this request. TD Bank can provide front and back images of all documents.

- u. File, scanline and real time lookup specification and layouts available upon request.

TD Bank's lockbox solution will provide file, scanline and same-day processing lookup, processing specification and layouts upon the County's request.

- v. Full business rules available upon request.

TD Bank acknowledges the above requirement.

- w. RTT's Tax Collection and Billing System is TaxSys, by Grant Street Group.

TD Bank acknowledges the above requirement.

Scope of Services: Lockbox Services



Water and Wastewater Services Division:

Transaction type: Water Utility Billings

Billing Frequency: Monthly

Annual Payment Volume: 135,000 payments

Annual Dollar Volume: \$33M

Broward County Water and Wastewater Services (WWS) accepts mailed-in payments to a lockbox provider for water, wastewater, septic and other utility related services. Payments are accepted in the lockbox daily.

Positive payment files are sent from WWS to the lockbox provider each day with updates of items on which to accept payments. Real Time Lookup of amounts due is also available as an option, and specifications can be provided upon request.

At the end of each processing day, a payment file is sent to WWS for processing into the billing system. These payments are posted to the system the next business day. One payment file is sent per day. Front and back images of all bills and checks in the payment file are to be maintained by the provider and lookup services available upon request. The link information and images are housed on the website of the provider.

WWS General Specifications:

- a. WWS lockbox is considered a “retail” lockbox setup. Provider to provide transportation services from WWS’s PO Box in Pompano Beach Florida 33066

TD Bank can provide the County with a Retail Lockbox solution:

TD Retail Lockbox

TD Retail Lockbox allows the County to optimize available funds, improve customer service, and systematically update your accounting system by having the bank process your receivables daily through the use of a designated lockbox. By using TD Retail Lockbox, you will optimize your available funds due to minimizing the float associated with the conversion of receivables into cash.

To allow for data capture in the bank’s lockbox processing system, the County’s bills or coupons will need to be created using optical character recognition (OCR) technology. Daily contents of your lockbox will be collected from one of our Post Office locations from Maine to Florida then processed and deposited into your checking account.

Retail lockbox workflow consists of the following primary processes:

1. **Mail Receipt** – Collection of work from the designated post office box. This process will be supported through the use of both internal and external couriers providing transportation services (e.g. mail retrieval and delivery).
2. **Data Prep** – The mail will be opened, sorted, and prepped for image capture as per the County’s defined processing instructions.

Scope of Services: Lockbox Services



3. **Image Capture** – The County's transactions will be captured on high speed image capture devices. Images will be utilized to support additional workflow processes such as manual data capture, balancing and to support image based output services.
 4. **Transaction Repair** – Manual review and repair of capture data including check information. TD Bank's lockbox product offers the ability to provide look-up capability as well as access to the County's system to acquire customer account information to facilitate posting.
 5. **Data Capture** – Data entry functions to support non-financial data capture of check or invoice information.
 6. **Output File Generation** – Supports delivery of the County's output data including daily reporting and electronic data files.
 7. **Online Services** – Detailed lockbox transaction data is available intra-day via secure internet access. Transaction information is available to support timely research, same day exception decisioning, and deposit reporting. Online services expedite transaction information delivery, minimize exceptions, and provide an automated archive solution.
- b. Tri-County area (Broward, Miami-Dade, Palm Beach) or State of Florida mailing address for lockbox payment preferred.

The County's lockbox services will be processed out of Mount Laurel, New Jersey processing center. This is part of TD Bank: TD Bank does not utilize third party providers for its lockbox processing.

The County will be assigned a unique lockbox number for the United States Post Office located in Philadelphia, PA.

- c. Lockbox Processor will provide transportation services from the existing WWS PO Box in Pompano Beach Florida to the Lockbox Processing Facility.

The County's lockbox services will be processed out of Mount Laurel, New Jersey processing center. This is part of TD Bank: TD Bank does not utilize third party providers for its lockbox processing.

The County will be assigned a unique lockbox number for the United States Post Office located in Philadelphia, PA.

Scope of Services: Lockbox Services



- d. All customer correspondence must be imaged and available on the provider's platform for access.

TD Bank can accommodate this request. Any remittance documentation, correspondence, and rejects that are associated with a check can be imaged as part of the transaction. After scanning, the remittance documents are either retained at the processing site or prepared for delivery to the County. Note that batches are bundled so that integrity is maintained.

Copies of checks only, remittances, reports, and correspondence will all be available online and is updated throughout the day. Online Lockbox reports will include daily totals and detail per Lockbox.

- e. Must process balanced transactions meaning multiple coupons with single check or multiple checks with single coupon must match. Any unbalanced transactions must be sent a secure online decision-platform for verification.

TD Lockbox services can also process multiple payments with a single check, a single payment with multiple checks, or multiple payments with multiple checks.

- f. Process all single checks and coupons, amounts do not have to agree.

TD Bank tailors lockbox processing requirements for each client. During lockbox implementation, the Implementation Team will work with the County to understand your processing requirements and handling procedures for processing checks marked "paid-in-full," post-dated checks, stale dated checks, checks missing a payee, and checks missing a drawer's signature.

TD Bank also provides an online decisioning platform that will enable the County to "decision" items for same-day processing and will reduce the time of payment exception processing from days to minutes. When missing information prevents a payment transaction from being processed, the on-line decisioning solution displays an image of the "exception" transaction on-line. The County can submit processing information instantly, for same-day processing, rejection and deposit.

- g. Process check without coupons as long as customer account number is provided

TD Bank can accommodate this request.

- h. All customers correspondence must be available in a file that can be accessed on the provider's online platform, but checks and coupons must be processed.

The County will provide the lockbox processing site with detailed requirements for processing all mail received. This includes payment transactions as well as non-payment correspondence. All items will be imaged as part of the transaction and these images will all be available online.

Scope of Services: Lockbox Services



- i. Payments must be in US funds drawn on/through a U.S bank and cannot be postdated.

Payments will be in US funds.

TD Bank tailors lockbox processing requirements for each client. During lockbox implementation, the Implementation Team will work with the County to understand your processing requirements and handling procedures for processing checks marked "paid-in-full," post-dated checks, stale dated checks, checks missing a payee, and checks missing a drawer's signature.

- j. All payments must be processed within 24 hours of receipt at the Lockbox Processing Facility

The County's processing instructions will dictate the handling of the items. All items received will be handled with the intent of processing for same-day deposit, unless your cutoff time has passed. After cutoff, the County's instructions will be consulted to determine whether or not the item will be processed on the current day.

- k. Must transmit payments file nightly to Broward County's FTP site by 4:00pm EST via secure file transfer mechanism. Vendor must provide IP for security purposes.

Once lockbox processing is completed for the day, TD Lockbox operations will create the customer's data file which will upload to TD Bank's secure file transfer system. We can customize transmission formats as needed as well as support FTP with PGP encryption and Secure FTP.

- l. Must accept a positive file of customer numbers to use as a lookup. File to be available on our FTP site by 5:00pm and accessible via secure file transfer.

Please refer to TD Banks response to Question M below.

- m. Must accept a negative file of customers numbers. File to be available on our FTP site by 5:00pm and accessible via secure file transfer. This file represents listing of customers that are cash only and their payments should be marked as exceptions.

The TD Bank lockbox system can accommodate the delivery of the County's negative or positive file transmissions. We will work with the County to develop schedules for expected delivery dates and times of the files. Additionally, working collaboratively with the County we will develop instructions that documents the exception handling process for those payments deemed "cash only" payments.

Scope of Services: Lockbox Services



- n. Ability to export and upload images and metadata to County's systems.

TD Bank Lockbox services include access to an internet-based online archive that supports 24/7 client access. All processed documents can be presented to the County via the online archive tool. Options to search for and retrieve transaction information are flexible and driven by the data fields that are captured during processing.

The County will have the ability to download images, save queries, print documents, and generate related reports. You will have the opportunity to export the reports in a .CSV or HTML file format. The level of detail is client specific. Standard details (i.e. check routing number, account, check number, amount) regarding the check are included with the option for additional detail (i.e. remitter name, invoice number etc.) to report as per the County's requirements.

TD Bank's Lockbox platform can provide daily images of all checks and remittance advices. The images are available via our web based online platform TD A/R Direct. Check and document images from standard processing are available for viewing throughout the day as work is processed. All images for an entire day are available approximately two hours after the end of day processing.

- o. Ability to capture name/address information from scanned documents; i.e. customer's check and billing coupon.

TD Bank Lockbox processing can capture name/address information from scanned documents received.

- p. Must be able to capture change of address denoted by a check box on the front of the coupon and return in a separate electronic file to WWS for processing.

TD Bank lockbox system has mark sense capability. We can configure the system for mark sense detection and set parameters to detect for a marked check box in the defined area on the document. When any mark sense data is detected, the item can be out sorted for further processing.

- q. Lockbox Processing Facility must have ability to count each piece of mail received daily and create statistical reports.

TD Bank can accommodate this request.

TD Bank focuses on providing custom Lockbox solutions. TD Bank recognizes the need to be flexible with supporting client requirements. The time of day that Lockbox activity is available is client specific. The Lockbox cut-off will dictate when the activity will be available for viewing on-line. If the County does not specify a cut-off time, activity is available on line by end of day. Our expert Lockbox Team will work closely with you to design the most effective processing solution.

Scope of Services: Lockbox Services



Deposit summary reporting is available immediately at the completion of daily processing for the customer workflow. The actual time that the deposit total will be available is dependent upon the production cutoff time established for the County's workflow. The cut-off time is established based on a number of factors including transaction volumes, workflow complexity, lockbox services delivered and the County's deadlines. The cutoff time should be viewed as a target time due to the fact that it will vary based on transaction volume to be processed. Deposit reporting can be delivered via email or online delivery. All transactions processed for any given day are reported that day.

The County will have access to both summary and detail reports via the web application. Summary reports provide the "total" number of items processed along with the dollar amount of what was processed. Detail reports provide additional information regarding the specific item(s) that were processed (i.e. MICR line of the check, payee name etc.)

- r. Transmission files must adhere to format/layout provided by the Broward County. Specifics included in this document and additional details available upon request.

TD Bank County's posting file. The format is flexible, and the processing will be built around the preferred format/layout provided by the County.

- s. Return Item details available upon request

TD Bank can accommodate this request. Any remittance documentation, correspondence, and rejects that are associated with a check can be imaged as part of the transaction. After scanning, the remittance documents are either retained at the processing site or prepared for delivery to the County. Note that batches are bundled so that integrity is maintained.

Copies of checks only, remittances, reports, and correspondence will all be available online and is updated in real-time throughout the day. Online Lockbox reports will include daily totals and detail per Lockbox.

- t. File, scanline and real time look up specification and layout available upon request.

TD Bank can accommodate this request.

Scope of Services: Safekeeping Services



Scope of Services Third-Party Custodian/Safekeeping Services

Broward County is seeking the services of a qualified firm to provide Third-Party Custodian/Safekeeping Services for the County's fixed-income securities purchased in accordance with the County's Investment Policy and settled on a Delivery-versus-Payment (DVP) basis. Services shall include the receipt and holding of securities, collection and distribution of investment income and sales/maturity proceeds of investments, wiring funds to the account on a same-day basis, and reporting.

The County currently keeps six (6) safekeeping accounts, five active, with a total market value of approximately \$2.0 billion. Each account settles into a different DDA account. The purchasing activity ranges between 10 and 30 per month. The table below shows the actual number of securities held per account by month.

WELLS FARGO INVESTMENT SAFEKEEPING - Number of Securities Held Per Account												
	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19
Concentration	114	110	112	105	100	99	94	93	96	105	101	109
Port Everglades	10	11	10	6	7	5	3	4	3	3	3	3
Water & Wastewater	5	5	5	5	4	5	3	4	4	5	6	7
Ad Valorem	9	4	7	5	2	2	1	3	14	2	1	2
Passenger Facility Charge	11	12	11	11	13	11	10	10	10	11	10	9
Total	149	142	145	132	126	122	111	114	127	126	121	130

The security types that the County currently holds are US Treasuries, Government Sponsored Enterprises (e.g. FNMA, FHLMC, FHLB, FFCB, IBRD, Farmer Mac), Israel Bonds, and Commercial Paper. The complete list of acceptable securities can be found in the Broward County Investment Policy, Section 22.84-Eligible Securities.

At the time of submission of the qualifications, the Firm must certify that it can perform all tasks and activities associated with the requirements of this RFP.

Mandatory Requirements

1. Safekeeping of securities, which includes the receipt and holding of securities purchased by the County.

TD Bank, N.A. certifies that it can perform all tasks and activities associated with the requirement stated above.

2. Processing of security purchases, sales, calls, and maturities

TD Bank, N.A. certifies that it can perform all tasks and activities associated with the requirement stated above.

Scope of Services: Safekeeping Services



3. Keep the County's assets legally separate from the assets of the financial institution and held in the name of the buyer.

TD Bank, N.A. certifies that it can perform all tasks and activities associated with the requirement stated above.

4. Currently be and remain a member of or have access to the Federal Reserve System with full wire transfer capabilities to send requests to the United States Government, receive funds, transfer funds to other banks as directed and process the receipt, transfer and payment of booked securities, verify and remit funds immediately. Settle trades, collect income, disburse interest and maturity proceeds.

TD Bank, N.A. certifies that it can perform all tasks and activities associated with the requirement stated above.

5. Currently be and remain a member of or have access to the Depository Trust and Clearing Corporation to provide clearance, settlement and information services for corporate and municipal bonds and government securities. In conjunction with the receipt, transfer and payment of book entry securities, the financial institution must have the capability to verify and remit funds immediately.

TD Bank, N.A. certifies that it can perform all tasks and activities associated with the requirement stated above.

6. Mark the portfolio to market at least monthly and more often if requested.

TD Bank, N.A. certifies that it can perform all tasks and activities associated with the requirement stated above.

7. Provide reports and monthly statements. The statements shall include the following information on each security: CUSIP number, par value, cost, book value, and market value.

TD Bank, N.A. certifies that it can perform all tasks and activities associated with the requirement stated above.

8. Stay updated with GASB requirements and provide reports/data compliant with GASB requirements.

TD Bank, N.A. certifies that it can perform all tasks and activities associated with the requirement stated above.

9. Provide electronic access to the safekeeping accounts for monitoring and reporting.

TD Bank, N.A. certifies that it can perform all tasks and activities associated with the requirement stated above.

Scope of Services: Safekeeping Services



10. Currently have and maintain Professional Liability, along with Errors and Omissions Insurance coverage for all offices.

TD Bank, N.A. certifies that it can perform all tasks and activities associated with the requirement stated above.

11. Third-Party Custodian/Safekeeping Service provider must be a listed Qualified Public Depository authorized to hold public funds as described under Florida Statute Chapter 280.

TD Bank, N.A. certifies that it can perform all tasks and activities associated with the requirement stated above.

12. Provide a dedicated service representative.

TD Bank, N.A. certifies that it can perform all tasks and activities associated with the requirement stated above.

13. Provide report of the review of safekeeping and custodial procedures annually with independent auditor.

TD Bank, N.A. certifies that it can perform all tasks and activities associated with the requirement stated above.

14. The financial institution must have been in operation for a minimum of five years prior to the contract period.

TD Bank, N.A. certifies that it can perform all tasks and activities associated with the requirement stated above.

15. Currently provide safekeeping and custodial services to public fund clients, preferably within the State of Florida.

TD Bank, N.A. certifies that it can perform all tasks and activities associated with the requirement stated above.

16. The County's ERP provider is PeopleSoft and the County requires the bank have the ability to interface with PeopleSoft.

TD Bank, N.A. certifies that it can perform all tasks and activities associated with the requirement stated above.

Scope of Services: Treasury Services



Scope of Service Treasury Services

Broward County, Florida ("County") is a political subdivision of the State of Florida. It is guided by an elected Board of County Commissioners, which is governed by the Florida State Statutes and a local County Charter and provides a broad range of services to the community. For the fiscal year ending September 30, 2018, County revenues totaled approximately \$2.8 billion. Consolidated cash balances held in The County's bank accounts are generally cyclical in nature, ranging from \$125 million (October) to \$1.4 billion (November) over the previous fiscal year.

The County is soliciting proposals for a primary banking relationship with a financial institution to provide a wide range of services including:

- Bank accounts: Demand Deposit Accounts (DDA) at the bank that can have the characteristics of a Master account with direct funding to/from various Subsidiary bank accounts or a Stand-Alone bank account that has no direct relationship with the other bank accounts under the same entity. Bank account services the County is procuring includes, but is not limited to, the following operating account functions:

TD Zero Balance Accounts allow the County to consolidate the net balances of multiple sub-checking accounts into a 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. TD Zero Balance Accounts can be used to segregate disbursements, deposits, or a combination of both.

Benefits of TD Zero Balance Accounts are:

- There is no limit to the number of sub-accounts 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.

TD eTreasury®, TD Bank's state-of-the-art corporate online-banking system for information reporting and transaction initiation, provides clear cross-reference of transactions between the ZBA parent account and the ZBA sub-accounts, and additional reports may be created within eTreasury. In addition, the monthly bank statement provides a clear cross-reference for the ZBA transfers, which includes the type of transfer (debit or credit) along with the checking account information where the funds were sent to or received from.

Scope of Services: Treasury Services



A sample statement is shown below:

Other Credits						
POSTING DATE	DESCRIPTION					AMOUNT
02/01	ZBA CREDIT TRANSFER,	ZBA XFER FROM CHECKING	ACCT 7100			918.16
02/02	ZBA CREDIT TRANSFER,	ZBA XFER FROM CHECKING	ACCT 7100			627.23
02/05	ZBA CREDIT TRANSFER,	ZBA XFER FROM CHECKING	ACCT 7100			1,478.43
02/06	ZBA CREDIT TRANSFER,	ZBA XFER FROM CHECKING	ACCT 7100			1,578.24
02/07	ZBA CREDIT TRANSFER,	ZBA XFER FROM CHECKING	ACCT 7100			1,839.30
02/15	ZBA CREDIT TRANSFER,	ZBA XFER FROM CHECKING	ACCT 7100			11,247,419.32
02/16	ZBA CREDIT TRANSFER,	ZBA XFER FROM CHECKING	ACCT 7100			972.97
02/20	ZBA CREDIT TRANSFER,	ZBA XFER FROM CHECKING	ACCT 7100			296.32
02/23	ZBA CREDIT TRANSFER,	ZBA XFER FROM CHECKING	ACCT 7100			170.58
02/26	ZBA CREDIT TRANSFER,	ZBA XFER FROM CHECKING	ACCT 7100			128.75
02/28	ZBA CREDIT TRANSFER,	ZBA XFER FROM CHECKING	ACCT 7100			11,967,126.56
Subtotal:						23,222,555.86

○ Deposit by Location

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

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 deposit date, deposit amount, and total deposits for each location
- You have the option of paying for services by maintaining compensating balances or by direct charge through analysis account

The benefits of establishing a location ID by store will assist in the reconciliation process involving ordering activity, deposit activity and adjustment activity. Each of these entries will be posted to the statement with the corresponding location ID.

Scope of Services: Treasury Services



Deposit tickets will be specially encoded with up to a 10-digit location number of the County's choice. The 10-digit location numbers can be found on the deposit reconciliation reports, which can be accessed through TD eTreasury.

The deposit reconciliation detail report lists deposit transactions for the current period by location and post-date.

- Electronic Deposit/Remote Deposit Capture/Image Cash Letter

TD Digital Express

TD Bank offers our TD Digital Express solution. With TD Digital Express, you have the flexibility to scan your checks and transmit your deposits from the convenience of your office and beyond traditional banking hours.



TD Digital Express is an online solution. The following are the minimum specifications for the PC used to receive images from the scanner and submit images for deposit via secure connection:

- Microsoft Vista All Versions – 32 and 64 bit
- Microsoft Windows 7 All Versions – 32 and 64 bit
- Microsoft Windows 8 All Versions – 64 bit
- Microsoft Windows 8.1 All Versions – 64 bit
- IE 9.0, required with Windows Vista
- IE 11, required with Windows 7, 8.1 and 10
- QuickBooks Online Edition (QBOE)
- Adobe Reader 5.0 or higher, up to version 11
- WinZip – version 9.0 or above
- .Net Framework 3.5 minimum required

Please note: TD Digital Express is not compatible with Microsoft SQL, CITRIX, or MAC PCs.

TD Image Cash Letter

TD Image Cash Letter (ICL) service allows you to consolidate images of all of your paper items and transmit to the bank in one file for clearing. This method of depositing your remittances will help reduce cost, time, and risks associated with transporting paper checks. You will submit items in an x9.37 format to TD Bank. This file will be tested internally before the service “goes live”.

Scope of Services: Treasury Services



Key Benefits/Features:

- Streamlines deposit preparation
- Expedites funds availability
- Quickly identifies check returns which improves collection efforts
- Provides a deposit opportunity during contingency operations related to weather, transportation, or work disruptions

○ Cash Vault Services

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

- Established fleet of bonded drivers through various providers including Garda Global, Dunbar Armored Services, Brinks, Inc., and Loomis Armored
- Flexible scheduling may be possible to meet the needs of your business
- Next day delivery of currency/coin orders submitted by 11 a.m. ET (Garda, Dunbar & Brinks) 9:30 a.m. ET (Loomis)
- 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

All contract negotiations for Armored Car services and the associated costs are between the County and its preferred courier. TD Bank utilizes partnerships with multiple armored car and safe vendors to provide coin and currency services. We are contracted with Brinks, Dunbar, Garda, and Loomis armored car; for safe services, we are contracted with Dunbar, Garda, and Loomis.

All cash and check deposits require their own deposit ticket and deposit bag for a money room environment. Whenever possible, the preferred method of preparing cash deposits is in full fed standard increments; however, the vault will accept cash deposits in partial straps.

issues which could result in next day credit are: Delays in trucking to the vault, and deposits not prepared based on the Deposit Preparation Guidelines.

Check deposits received at the vault will not be credited same day but will be handled next day for processing. In most cases, check deposit will be processed at the vendor vault business next day. If check deposit capabilities are not available in a specific location then the check will be sent to the bank item processing facility for deposit. The check deposits should be posted to the account within two business days.

Scope of Services: Treasury Services



Phone and web ordering are available with all of our vault providers. The cut-off time is 11:00 a.m. ET for cash/coin orders. Each location will be assigned a unique user ID and passcode which is required to access the ordering system. When the cut-off time is missed, the location will email the TD Bank Service Team to process a request for a late order. Late order must be received no later than 1:00 p.m. ET for next day service.

Additional cost will apply for any late orders processed.

○ Controlled Disbursement Accts

Controlled Disbursement will provide the County 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, the County 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. ET 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:

- One daily presentment
- 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 Bank adheres to a 8:30 a.m. ET presentment time. This is regardless of the method of notification.

Scope of Services: Treasury Services



○ Online Reports/Search/Images

TD eTreasury is TD Bank's state-of-the-art online banking system for information reporting and transaction initiation. This system offers exciting features that will enable the County to efficiently manage its business online.

TD eTreasury deploys the latest technology to simplify and enhance your online banking experience. This web-based tool provides immediate access to account information 24 hours a day, seven days a week.

- Real-Time Balance and Transaction Reporting with 365 Days of Online History
- 7-year archive of Paid Check, Deposit Tickets, Deposited Items, Debit/Credit Memos and Return Item Images Available
- Detailed Incoming Wire and ACH Reporting
- Real-Time Stop Payments
- Online Statements (Bank Statements and Analysis Statements)
- Automated Email Report Delivery
- Custom Reports – create and export ad hoc reports in addition to standard offerings
- Advanced Search Features - utilize flexible sorting and filtering to easily locate transactions

Payment Initiation Services

- Domestic and International Wires with Real-Time Foreign Exchange Rates
- ACH Payments including Direct Deposits, Pre-Authorized Debits, Corporate Payments and International ACH
- Real-Time Transfers between Accounts including Loan Payments and Advances

Fraud Protection and Security

- Positive Pay Reporting with Online-Decision Making
- Token Security with Encryption and Authentication
- User Entitlement by Function, Account and Dollar Amount
- Dual Control for Payments and Administrative Functions
- Comprehensive Audit Reporting

Customized Features

- Cash Position Worksheet – effectively manage daily cash position and forecast future cash needs
- eLearning – simplify training with "Show Me" and "Let Me Try" features
- Alerts and Reminders – receive notification of important events
- Personalized Dashboard – easily enhance your banking experience using widgets

Scope of Services: Treasury Services



TD eTreasury requires the following minimum system configuration:

- Windows Operating System
- Recommended browsers are Microsoft Internet Explorer 8.0 or above, Firefox 3.6 or above; Safari 5.0 or above; Google Chrome 6.5 or above

TD eTreasury provides efficient features for immediate access to account information. Through our online platform, items are processed in real-time and post to your account at the time they are presented.

TD eTreasury will provide the County real-time balance reporting and is constantly updated throughout the day. The Information Reporting module provides account number, account name, ledger date, view details, opening available balance, one day float, total debit amount, total credit amount and closing ledger balance. Under "View Details", you will be able to view all account transactions including BAI code, SWIFT code, transaction description, transaction detail, amount, debit/credit indicator, bank reference, customer reference and images (deposit ticket, deposited items and checks paid).

The following reports are available through TD eTreasury: Incoming ACH Details, Multi-Day Statement, Wire Confirmation Summary, Wire Confirmation Detail, Controlled Disbursement Detail, Controlled Disbursement Summary, ACH Detail, ACH Summary, Current Day Combination, Current Day Detail New Items, Current Day Detail, Current Day Summary, Paid Check, Prior Day Detail No Check, Prior Day Combination, Prior Day Detail, Prior Day Summary and many more customizable reports. TD eTreasury does have an automated report delivery feature that allows reports within eTreasury to be e-mailed to anyone within the organization.

Transaction types reported in current day information include ACH credits and debits, wire transactions, teller activity, internal transfers, returned items, and Controlled Disbursement activity. Previous day information is available by 5:00 a.m. ET. Online images of deposit items and deposit tickets are available through TD eTreasury along with current and prior-day balance and transaction reporting.

○ Online Positive Pay Decisioning

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 County. Positive Pay compliments the internal security measures you employ to ensure that only authorized checks are paid.

Through Positive Pay, in the event that a check paid does not match either the serial number or amount of the check issued, TD Bank will notify the County to make the decision to pay the check or return the check unpaid. You will receive information on exception items by 10:00 a.m. ET each business day.

We ask that you review items and enter your pay or return decisions by 2:00 p.m. ET, which provides a four hour window for the review of exception items.

Scope of Services: Treasury Services



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. ET. The Bank’s deadline for the transmission of check issuance files to the Bank is 4:30 p.m. ET for same-day upload to the reconciliation system. Files received after 4:30 p.m. ET will be uploaded to the reconciliation system the morning of the next business day.

All files received by 4:30 p.m. ET will be verified and effective against checks presented through all TD Bank Stores at the opening of business the next morning.

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

Files of your issued checks for the reconciliation period may be transmitted to TD Bank using Secure Web, FTP, or VPN transmission protocols. In addition to transmitting the file directly, the County may upload Positive Pay issue files via TD eTreasury. These files should contain the check number, issue date, amount and payee. Several formats for these files are available and will be supplied by our Electronic Data Solutions Group.

○ Online ACH Debit Decisioning

ACH Fraud Control services provide effective tools to control the ACH transactions that post to your accounts.

Our most comprehensive solution, ACH Positive Pay, lets the County create filters to specify allowable ACH transactions using TD eTreasury. ACH items received that do not match your filter criteria are presented daily between 7:00 a.m. and 2:00 p.m. ET via TD eTreasury, allowing you to accept or return the items. ACH Positive Pay also gives you the ability to update your existing filters online to minimize future exceptions.

With ACH Block and Filter service, the County provides instructions to restrict all ACH activity on its account, or specify the transactions that should be paid automatically. Upon receipt of your instructions, we will begin monitoring your accounts and return ACH items that do not meet your predefined criteria. The County will not need to do anything further once it's defined the block and filter criteria – items will be paid or returned automatically by the Bank based on your instructions.

Scope of Services: Treasury Services



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 exception items are pending review

○ Online Stop Payments

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 or in any of our stores and are effective immediately, if placed before the 8:00 p.m. ET deadline. The County may cancel a stop payment in the same manner.

TD eTreasury will verify if a check has been paid before processing the stop payment request. Front and back images of cleared checks are also available online for the County's convenience.

Stop payments remain in effect for 365 days. If the County would like to extend the stop payment beyond 365 days, a second stop payment must be placed. Renewed stop payments will be assessed the stop payment fee. The County may request stop payments for a range of checks as long as the checks are in sequential order and the range is 25 or less.

Scope of Services: Treasury Services



For requesting stop payments of non-sequentially numbered checks, TD eTreasury provides a multiple entry screen for up to ten items. In addition, all stop payments can be monitored via 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 County will receive notification once the stop payment has been processed.

- Change Orders (Standing & Ad Hoc)

All change orders will be handled via the vault service provider. TD Bank locations will not be used to supply change orders.

- Account Reconciliation (Partial & Full)

TD Full Reconciliation

TD Full Reconciliation Services provides a detailed reconciliation statement including a consolidated report that includes a listing of checks paid, checks outstanding, stops and cancelled checks. The reconciliation package also includes reports detailing debits and credits along with a DDA settlement including any adjustments to the account. A reconciliation statement can be prepared weekly, bi-weekly, or monthly to coincide with the County's bank statement. To allow for data capture in the Bank's reconciliation system, the County 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 County will receive the reconciliation statement and outstanding check issue report.

Benefits of TD Full Reconciliation include:

- Consolidated statement of outstanding checks Significant time savings
- Significant time savings is realized in reconciling bank statements
- Processing schedules to meet your needs Simplifies internal reconciliation
- Special daily reports are available upon request
- Provides the option of paying for services by maintaining compensating balances or by direct charge through account analysis

We primarily use BAI as our standard format to facilitate interfaces and data exchange. We are happy to customize formats for your unique situation as needed. Full Reconciliation reports are available within one to two business days after they have been cut as long as the County has sent TD Bank all issue files. Positive Pay exceptions are available from 10:00 a.m. to 2:00 p.m. ET.

Scope of Services: Treasury Services



TD Partial Reconciliation

TD 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, 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 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.

Three 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, stop payments, 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:

- 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
- Manual Additions/Deletions to Positive Pay File

Manual entry checks as well as voided/deleted checks must be submitted by the County through the Positive Pay module of TD eTreasury. The bank's cut-off time for receiving manual issues and voided/deleted checks is 4:30 p.m. ET for same-day upload to the reconciliation system. Items submitted after 4:30 p.m. ET.

- Paid Check Image File

Within TD eTreasury, the County will have an image of the front and back of each item to expedite your review process.

In addition, files of your issued checks for the reconciliation period may be transmitted to TD Bank using Secure Web, FTP, or VPN transmission protocols. In addition to transmitting the file directly, the County may upload Positive Pay issue files via TD eTreasury. These files should contain the check number, issue date, amount and payee. Several formats for these files are available and will be supplied by our Electronic Data Solutions Group.

Scope of Services: Treasury Services



○ ACH Origination – Debits and Credits

TD Bank is one of 31 Direct Financial Institution members of the National Automated Clearing House Association (NACHA). TD Bank's Automated Clearing House (ACH) services allow the County to create and process the exchange of funds electronically on predetermined dates through the NACHA network. Unlike writing a check or sending a wire transfer, ACH services provide the ability to transfer funds electronically between TD Bank accounts and accounts at other financial institutions for the purpose of disbursing or collecting funds. Additional payment details, known as addenda records, may be included with the transaction data.

The County may select between a variety of delivery channels including direct transmission, secure web, or through our online banking platform, TD eTreasury.

TD Bank requires strict adherence to the NACHA Rules as well as US regulations. For direct file transmissions, TD Bank supports secure web and FTP transmissions with Pretty Good Privacy (PGP) encryption through our FTExpress file transmission system. An email confirmation is sent after receipt of the file, and includes the dollar values in the file and a confirmation that the file was in an acceptable format.

The Momentum File Transfer (MFT) Services at TD Bank support industry standard options for moving files securely over the internet. TIBCO Software provides the Firewall Internet Protocol (IP) addresses to be used for external clients to TD Intranet for using the various supported transmission delivery options.

These options are:

- Browser – Hypertext Transfer Protocol Secure (HTTPS)
- File Transfer Protocol over Secure Socket Layers (FTP/S)
- Secure File Transfer Protocol using Secure Shell Protocol (SFTP over SSH)
- File Transfer Protocol (FTP) with Pretty Good Privacy (PGP) encryption

FTP over SSL service provides 128-bit SSL Client and Server encryption capabilities that enables users to perform basic file transfer options over a secure SSL connection. Both implicit and explicit flavors are supported.

FTP with PGP Encryption service provides native FTP transfers with PGP encryption.

For those clients who prefer to transmit via our TIBCO system, the service involves dual verification using our ACH Source Total System. Using this touchtone system, the County may input file totals. These source totals are to be entered before the file is transmitted. Once the ACH system matches the source total to the file, and the file is successfully processed, the County will receive a confirmation fax.

The County also has the option of initiating payments through TD eTreasury through either a file upload, creating ACH templates for recurring use, or initiating one-time transactions.

Scope of Services: Treasury Services



Before the County's service may begin, TD Bank will test the ACH file to ensure that the transmission of data can be accepted and processed to meet your specific payment schedules.

The Bank cutoff time of ACH is 8:00 p.m. ET, and the offsetting ACH entries are settled on the night of the effective settlement date. ACH payment files (PPD) must be received two business days prior to the effective settlement date, and corporate files (CCD, CTX) and ACH debit files must be received one business day prior to settlement.

- Fraud Protection: Protection from fraud and loss is extremely important in the setup of bank accounts. Minimum fraud protection the County requires includes, but is not limited to, the following:

- Payee Match Positive Pay

TD Bank also offers Positive Pay with Payee Name Verification, which is a process that requires payee information to be provided to the Bank on the positive pay issue file before the checks are mailed and/or distributed. 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 lift the payee name from the cleared check. This lifted payee name is then compared to the name originally supplied on the Positive Pay issue file. If the name is a match, no further processing is needed. If the lifted payee name is not a match, then the item will be sent for approval to pay the item or return it.

- ACH Filter/Block

TD Bank's ACH Debit Block and Filter system provides added security against electronic fraud. The system enables the County to authorize specific ACH payments to debit / credit its 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.

- Payment Authorization (limiting dollar amount of checks that can clear against the account)

The County will have the ability to set a dollar threshold for exception items through TD Positive Pay. Please be advised that all items that would exceed the dollar threshold set by the County would be presented as an exception.

Scope of Services: Treasury Services



- Dual Authorization for electronic payments

TD eTreasury provides dual control features. With dual control, a single user cannot initiate a fraudulent transaction that may result in heavy monetary losses.

TD Bank requires two (or more) users to create and approve ACH transactions and wire transfers for dual control purposes. In addition, log-in to TD eTreasury requires company ID, user ID, and personal identification number (PIN) + SecurID token code as your password

Users may also choose to create an alert to notify them when an ACH or wire is pending their approval. This alert will be sent directly to your work email address. Additional alerts are available for receipt of an incoming or outgoing wire, etc. Email wire notifications directly from our wire system are also available.

In addition, TD Bank offers ACH Debit Block and Filter and ACH Positive Pay services for the County's fraud control needs.

TD Bank understands the importance of security; therefore, varying degrees of authorization can be established at the user level by the System Administrator:

Authentication Features

- Company ID, User ID, and PIN + SecurID Token Passcode required to login
- Users prompted to activate their token upon initial login including unique pin creation
- User lockout after 3 incorrect login attempts
- User timeout after 15 minutes of inactivity
- Monitoring of user activity patterns to detect suspicious activity

Authorization Features

- System Administrator establishes the level of user access
- System Administrator can disable and add users
- Dual Control is available for System Administrative functions
- System Administrator can assign users daily dollar limits per item/per batch/per day for ACH, wires, and book transfers
- System Administrator determines ACH and wire transaction approval requirements
- Dual Control is required for all ACH and wire transactions

Infrastructure Features

- 2048 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

Scope of Services: Treasury Services



- Acceptance of Tax Payments at the teller window: This would allow taxpayers to pay taxes in local bank branches instead of paying online or in-person at the Governmental Center.

TD Bank can accommodate the County's request. Upon implementation, the County and TD Bank will work together to determine the mutually agreeable payment parameters.

- Electronic Payments (outgoing):
 - Treasury Operations: Through the County's PeopleSoft ERP system, the County will transfer funds for treasury operational purposes to financial institutions via wire transfer

There are two options available, in-store or online, for the initiation of outgoing wire transfers. TD eTreasury provides the most secure means to initiate repetitive or free-form wire transfers.

The County has the convenience of initiating wire transfers electronically through TD eTreasury while maintaining appropriate payment initiation controls. User profiles established by the system administrator govern the level of wire authority for each user (create, approve, create templates, etc.) and associated dollar limits. As an enhanced security feature, dual control is required for all wires.

On TD eTreasury, current day wires with a Fedwire payment method must be submitted by 5:00 p.m. ET. International foreign currency wires must be submitted by 3:00 p.m. ET. US Fed Tax payments must be submitted by 4:00 p.m. ET. Due to the nature of international wires in foreign currency, same day settlement cannot be guaranteed. Users may elect to create a payment instruction status alert in eTreasury to notify them when a wire is pending their approval, and this alert will be sent directly to your work email address. Additional alerts are available for receipt of an incoming or outgoing wire, etc. Email wire notifications directly from our wire system are also available.

Within TD eTreasury, 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
 - Select one or more Templates to initiate and then click Create Payment
 - Enter the required data
 - Date, Dollar Amount, Details of Payment (all other data should exist from the initial creation of the template)
 - 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, Beneficiary Bank Information
- Click Preview Payment and then Submit

Scope of Services: Treasury Services



The screenshot displays the TD Bank eTreasury Template Center. The top navigation bar includes links for Treasury Dashboard, Accounts, Payments, Transfers, Fraud Control, Check Services, File Services, Tools, and Administration. The main content area is titled 'Template Center' and includes a 'Create Template' button. A dropdown menu is open, showing options for 'Manage', 'Create ACH Payments', 'Create ACH Templates', 'Create Wire Payments', and 'Create Wire Templates'. The 'Create Wire Payments' section is currently selected, showing a list of templates including 'From Template', 'From Template Group', 'Drawdown', 'International Wire', 'US Federal Tax', 'US Wire', and 'Wire Template Group'. The bottom of the screen shows a table with columns for 'Template Name', 'Description', 'Availability', 'Account Company', 'Payment Type', 'Recipient Bank', 'Last Updated', 'Payment Acct', 'Amount (Items)', 'Recipient Acct', and 'Action'.

Alternatively, the County may utilize any of our convenient store locations to initiate outgoing wire transfers. The deadline for in-store initiation for domestic wire transfers is also 5:00 p.m. ET. The deadline for international wires in USD or foreign currency is 2:00 p.m. ET.

TD eTreasury also allows you to create free-form (non-repetitive) wires and save repetitive templates. Repetitive wires use templates to store almost all of the information needed to send a wire. Typically, the only information that the County 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.

- Vendors: In addition to checks, the County can pay its vendors electronically with an ACH or wire payment. These payments are initiated as follows:
 - Through the bank portal ACH or wire module. Most payments going through the bank portal are for wire transfers.
 - Through the County's ERP system, PeopleSoft. Vendors can choose to receive electronic payments for submitted invoices. All the electronic payments initiated through PeopleSoft are ACH or Electronic Data Interchange Payments.
 - Through a Payables Rebate Program (e.g. ePayables or Payment Manager)

The County may issue both ACH and wire transfer payments to its vendors via TD eTreasury. In addition, TD Bank offers the County our TD Paymode-X solution for its payment needs.

Scope of Services: Treasury Services



TD Paymode-X

Finance leaders acknowledge checks as costly, fraud-prone and inefficient, yet the majority of businesses still make more than half of their supplier payments this way. Simultaneously, there has been an industry shift enabling accounts payable (AP) departments to transform from cost centers into profit centers by implementing electronic payment programs that offer rebate incentives. Whether organizations have begun this transformation with a card or in-house ACH program or have yet to start, significant opportunity exists to further optimize the AP payment process.

Paymode-X with Visa Payables is an electronic payment network that helps finance departments accelerate payment automation to maximize efficiency, security and rebates. Unlike traditional approaches to card and ACH payments, Paymode-X with Visa Payables offers an integrated payment solution which includes rebate incentives on ACH and card spend. Having immediate payables automation momentum via network matches, eliminates the need for AP to enroll vendors and maintain bank details and speeds implementation with integration into any accounting system and bank. Paymode-X with Visa Payables is the perfect complement to a new or existing card program and can also be used as an end-to-end solution to maximize automation and financial returns.

TD Bank clients benefit from the Paymode-X Intelligent Engagement Model®. Paymode-X is the only provider that has built a growing Premium ACH network with approximately 385,000 members. This network complements the unsurpassed Visa card acceptance network, ensuring that payers optimize electronic payment acceptance via card and premium ACH, while maximizing their rebate. The Paymode-X Intelligent Engagement Model® is a best of breed methodology that incorporates predictive analytics and a patented combination of algorithms that drive successful vendor enrollment campaigns for our partners and clients – across card and ACH. As the only predictive solution in the market, our scientific process speeds time to automation and financial returns by ensuring that campaign efforts are prioritized to maximize outreach effectiveness.

The Paymode-X solution accelerates the conversion from costly paper-based payment methods to more efficient and lucrative electronic forms of payment. Paymode-X is a fully managed payment network; processing virtual card, ACH, wire and check payments, providing world class onboarding services and a compelling differentiated payment platform. Our model provides payers the ability to earn rebates on both virtual card and ACH transactions. Paymode-X's proprietary methodology for vendor onboarding, the Paymode-X Intelligent Engagement Model® is the only predictive vendor enablement solution to help drive adoption of virtual card and ACH. It leverages advanced data science, predictive forecasting and a proven enablement strategy to segment, enroll, secure and report on Vendors on behalf of clients. This results in higher adoption, higher rebates and accelerated automation results for clients.

All enrollment services are performed in-house by a U.S.-based staff, entirely dedicated to vendor enablement. Team members focused on planning and managing outreach strategy, include an overall relationship management leader, a campaign specialist, a technical analyst, and a project manager.

Scope of Services: Treasury Services



With support for contact collection, outbound calling initiatives, enrollment assistance all the way through vendor authentication, activation, and retention, our team of close to 60 specialists deliver best in class enrollment services.

Importantly, we understand that all participants in the value chain must earn value – both the payer and the vendor. We provide lifetime support on an ongoing basis to promote further vendor adoption, increasing automation and rebate, while providing members with ongoing servicing. Paymode-X has supported integrated payables solutions including a single file parsed with multiple payment types for over 15 years. This service offering has changed over time as market demand and clients' requirements have evolved. The Paymode-X ACH Dividends Program was first offered to the market in 2014; their partnership with Visa was announced in 2016.



The way businesses pay and get paid

The Largest Electronic Payment Network for Businesses

400,000+

Members in network

\$200 Billion

in payments processed annually

The Paper Problem

30%

Less than 30% of businesses make more than 70% of their payments electronically¹

67%

of businesses say "smarter" systems that drive more efficiencies are necessary for AP's success²

74%

of organizations that were victims of payment fraud experienced check fraud³

B2B Payments Made Simple, Smart & Secure

Paymode-X helps businesses easily transition to electronic payments



PAYERS accelerate payment automation, improve payment security and monetize AP spend



VENDORS streamline receivables with convenient electronic payments and remittance

¹B2B Payments & Working Capital Management Survey 2018, Strategic Treasurer

²The State of ePayables 2018 by Ardent Partners

³2018 AFP Payment Fraud & Controls Survey

- Internal transfers:
 - The County will transfer funds between its own accounts by sending a file, via its PeopleSoft ERP, to the bank to execute as a book transfer

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

Scope of Services: Treasury Services



- Electronic Payments (incoming): Not only does the County collect tax payments from Broward County residents, but the County also offers a wide variety of services to the community and offers customers several ways of making electronic payments through its websites:
 - E-Checks – Customers can input bank account information in order to have the payment directly debited as an ACH from their bank account.

TD eBill Solution provides the County 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.

Benefits include:

Value for the County

- Cost effective platform delivers a rich set of tools
- Reduce billing expenses; paper, printing and postage costs.
- Get paid faster. Reduce days 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.

Scope of Services: Treasury Services



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.

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
- Wire Payments – Customers can wire funds to the County

The County can accept wire payments made into its accounts.

- Electronic Lockbox – Customers can pay their water utility or property taxes through bank bill- pay service

TD Payment Aggregation Service consolidates electronic payments made to our customers via financial institutions online bill pay and third parties such as Moneygram. These electronic payment transactions must be distributed to the service provider (the biller) in order to credit the payment to the consumer's account, to update the biller's receivable system, etc. Also the funds associated with the electronic payment transactions must be deposited into a biller's account. If there is no mechanism in place for a financial institution to distribute the electronic payment transactions to a biller and to deposit funds, a paper check must be generated and mailed, delaying the credit of the payments and funds to the biller.

Scope of Services: Treasury Services



This solution is supported by ACI and is known as eLockbox. Below is a list of key elements of TD Payment Aggregation:

- Consolidates a biller's electronic payments from:
 - All financial institutions supported by ACI and from the biller's environment via ACI's payment applications.
 - Third parties including payment concentrators and most of the largest financial institutions.
- Performs extensive validation on the biller name/address and biller account provided by a payer to improve the postability of the payment.
- Disburses the payment transaction records to the biller from a single interface i.e. a file .
- Initiates a single ACH credit to settle directly into the biller's bank account, in most scenarios –i.e. ACI uses a "good funds" model that funds the biller when it is confirmed that the payment is good.

This enables billers to forgo paper checks or multiple payment instruction files and offers a simplified method of reconciling and managing accounts receivable. Payment Aggregation can deliver payment transaction records in one of two ways:

An electronic file that is custom-formatted according to the biller's proprietary system requirements. This is called "eLockbox Direct Link". Online report through the eLockbox administrative interface. This is called "eLockbox Web ACH".

Benefits for TD Payment Aggregation include:

- For eLockbox Direct Link billers with multiple business entities (called divisions), the lockbox file can be segmented into a batch (i.e. group of records) per business entity.
- eLockbox clients are established in ACI's Electronic Biller Directory, enabling them to accept electronic payments from customers at over a significant number of financial institutions.
- Transmission files: The County has a number of transmissions that occur at regular intervals or on an Ad-hoc basis. The transmissions are initiated by the bank or the County (through its ERP provider, PeopleSoft) and include, but are not limited to, the following:
 - Direct Deposit

Yes, account activity such as direct deposit information can be downloaded and automatically coded for entry into Banner.

TD Bank supports all commercially acceptable forms of data transmission protocols for file delivery, including but not limited to the following:

- FTP with PGP
- Secure FTP
- HTTPS (secure internet)

Scope of Services: Treasury Services



- Positive Pay

The Bank's deadline for the transmission of check issuance files to the Bank is 4:30 p.m. ET for same-day upload to the reconciliation system. Files received after 4:30 p.m. ET will be uploaded to the reconciliation system the morning of the next business day.

All files received by 4:30 p.m. ET will be verified and effective against checks presented through all TD Bank Stores at the opening of business the next morning.

Files of your issued checks for the reconciliation period may be transmitted to TD Bank using Secure Web, FTP, or VPN transmission protocols. In addition to transmitting the file directly, the County may upload Positive Pay issue files via TD eTreasury. These files should contain the check number, issue date, amount and payee. Several formats for these files are available and will be supplied by our Electronic Data Solutions Group.

- Electronic Check Deposits

TD Bank's remote deposit service, TD Digital Express, will allow the County 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.

When transactions are captured, the user would select "transmit" and the deposit would be automatically sent to the bank. If the Transmission is successful, the user will see "acknowledged" and no further action is required.

- Month End Reconciliation Files

TD Full Reconciliation

Five business days after the last issue file is received, the County will receive the reconciliation statement and outstanding check issue report.

TD Partial Reconciliation

Paid check data can be sent to you via transmission for you to upload into your accounts payable system or treasury workstation.

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.

Scope of Services: Treasury Services



- Daily Previous Day BAI2 file

TD Bank can provide the County with previous day BAI2 files.

BAI reporting provides an industry standard format for reporting balance information and transaction details in a file which can be imported into the County's accounting system. TD Bank offers flexible options for prior day reporting as well as intraday options for reporting available balances for all checking and savings accounts.

While TD Bank offers multiple delivery methods for the County to consider, the most common is File Transfer Protocol (FTP). TD Bank would deliver the files to the County's FTP server (FTP Delivery) immediately upon file availability, allowing the County to automatically upload the file to its accounting system. In addition, you may request multiple FTP Delivery destinations for files and reports if you have multiple FTP servers or directories. Alternately, users may pick up, or "pull" files from TD Bank's FTP server using their own FTP software (FTP Pickup). To secure the FTP communication, TD Bank supports Secure FTP (SFTP) using SSH, FTPS and FTP with PGP encryption.

Should the County opt against FTP for file transmission, TD Bank also offers a secure Desktop Client which may be installed in the County's network. The Desktop Client software facilitates bidirectional secure file transfers using SSL.

BAI Reporting is also available through TD eTreasury via manual download.

- Daily Current Day BAI2 file(s)

TD Bank can provide the County with current day BAI2 files.

Please refer to the our response to Previous Day BAI2 files above for further information regarding our BAI reporting services.

- Month End 822 Account Analysis File

The County will be provided individual and consolidated monthly account analysis statements for all accounts, which will include earnings credit, itemized fees, and interest earned if applicable. Analysis statements will be made available online on or around the 15th of the month following service.

Online DDA statements are also available 1-2 days after statement cut-off.

- File Acknowledgements e.g. EDI 997/827

Yes, File Acknowledgement (EDI997) is provided when any type of file is sent to the bank.

Scope of Services: Treasury Services



- PeopleSoft: The County's ERP provider is PeopleSoft and the County requires the bank have the demonstrable ability to integrate with PeopleSoft.

Our TD eTreasury online platform is compatible with the County's PeopleSoft system.

TD eTreasury also offers a wide array of industry standard and customizable formats for download that are compatible with the PeopleSoft ERP platform, including:

- BAI
 - CSV
 - XML
 - PDF
 - Word
 - Excel
 - PowerPoint
 - QuickBooks
 - Quicken
 - Tab separated
 - Custom formats
- Dedicated Customer Service Contact: As the 18th largest County in the United States, the County has a large and complex banking arrangement and requires a dedicated service contact or a dedicated team to address any issues that may arise during the normal course of business.

Our team is well-versed on how to structure accounts and treasury management services in a way that provides safe and cost-effective solutions for our Government clients. Our bankers are committed to providing on-going support to our clients and their employees as well as periodic relationship reviews to ensure that their services and TD Bank are meeting their expectations. TD Bank is equally committed to keeping our clients abreast of new technologies and innovations in treasury management and other new services that we offer as they become available.

We have re-defined the way a bank serves its clients by creating positive client experiences that transform clients into fans by staying true to our tagline, America's Most Convenient Bank®. We're continually working to improve our clients' experience with us. What truly differentiates TD Bank from other service providers is our ability to deliver innovative, cost-effective solutions while simultaneously creating a customer service experience unmatched in the banking industry. TD Bank has built our reputation on legendary customer service. Through this consistent and substantive communication, our TD Relationship Management Teams will leverage their years of collective experience to provide clients with a banking experience that is unparalleled in the industry.

Scope of Services: Treasury Services



TD Bank is a part of the reputable TD Bank Financial Group which has the largest store network of any bank operating in both the United States and Canada. While many banks in North America were adversely affected by unfavorable economic conditions, TDBFG, one of the strongest banks in the world, having no sub-prime mortgage exposure, was able to maintain steady growth during difficult times while eschewing taxpayer-funded government aid. In fact, TD Bank was recently ranked North America's Safest Bank and #1 by Global Finance magazine (2018). In addition, Bloomberg ranked Toronto Dominion as the strongest bank in North America among the Bloomberg 20 banks based on eight financial ratios equally weighted.

Our exceptionally strong and disciplined risk management culture produces leaders throughout the Bank who are trained to be risk officers regardless of their primary roles. It is ingrained in all employees from branch tellers to commercial lenders that, when making decisions, to only take risks that we understand and can manage. TD Bank has invested a significant amount of capital in adopting Basel standards and has enhanced our processes for our Retail, Commercial, Operational Risk, and Capital Market businesses along with improving our capital management capabilities.

Please refer to the Relationship Management Team section of our Combined Scope of Services and Pricing Proposal response for resumes of the County's dedicated Relationship Management Team.

- Line of Credit or Term Loan capacity: The County may need short-term financing from time to time and may look to its banking partner to help meet that need.

TD Bank can provide the County, line of credit or term loan capacity and letters of credit. We will work with the County as needed to provide these services as needed. Please reach out to your dedicated relationship manager, Pamela Ramkalawan, to facilitate your request.

TD Bank is an active lender to municipal entities and would be willing to extend credit to the Broward County Board of County Commissioners, upon review of specific credit needs. The Bank's Aa2 long term Moody's rating, along with its P-1 short term rating help make us a favorable financing option. The Bank would welcome and would pursue both Letters of Credit and direct funding opportunities with the County.

- Letters of Credit: The County has need for Letters of Credit, primarily related to its self-insurance programs.

TD Bank can provide the County, line of credit or term loan capacity and letters of credit. We will work with the County as needed to provide these services as needed. Please reach out to your dedicated relationship manager, Pamela Ramkalawan, to facilitate your request.

TD Bank is an active lender to municipal entities and would be willing to extend credit to the Broward County Board of County Commissioners, upon review of specific credit needs. The Bank's Aa2 long term Moody's rating, along with its P-1 short term rating help make us a favorable financing option. The Bank would welcome and would pursue both Letters of Credit and direct funding opportunities with the County.

Scope of Services: Treasury Services



- Benefit/Perk Programs available to County Employees

Our TD Bank at Work Program is a convenient one-stop shop for all of your employees' banking needs and we bring it right to your doorstep.

During our Bank at Work events, we'll have meaningful conversations with your employees about products and services that are right for them. What's even more convenient is that we can open their account, set up direct deposits and even complete credit card applications right on the spot!

Why Should You Invite Us to Your Business?

- You'll provide convenience to your employees; giving them access at work to our financial experts can save valuable time.
- We'll make Direct Deposit easy to take advantage of; that means fewer checks to distribute.
- We have great new account opening incentives and bonuses.

We're More than Just Great Checking!

- Live Customer Service 24/7
- Free mobile banking app with mobile deposit
- Free access at thousands of TD ATMs in the U.S. and Canada
- Open late with extended hours
- Online banking with free bill pay and balance alerts
- TD Bank Visa® Debit Card on the spot



Additional Services

TD Sweep Services

TD Bank is not proposing an overnight sweep to the County at this time. In lieu of an overnight sweep, TD Bank is offering the County our Municipal Advantage Plus Checking Account model.

While TD Bank is offering our Municipal Advantage Plus Checking Account to the County, we do offer sweep options the County may consider:

TD Repurchase (Repo) Sweep

Our TD Repurchase Sweep enables the County to invest and earn interest on all cash in excess of a predetermined target balance. Investments are fully collateralized by U.S. Government securities. Daily notifications are sent to confirm the security that collateralized the investment. Interest is accrued daily and paid monthly. The funds in the Repurchase Sweep are collateralized at 101%.

Collected funds in excess of a target balance, in increments of \$1,000, are automatically invested overnight in a perfected Repurchase Agreement. The transfer automatically occurs after all checks and deposits are processed and the collected balance is calculated. The investment is fully liquid and funds are immediately available by writing a check against the account.

Key Benefits/Features:

- Maximizes interest earned by investing all excess funds immediately
- Eliminates the need to transfer funds between accounts
- Provides a daily record of investments and identifies securities that are collateralizing investments
- Your investment is fully liquid, and funds are immediately available to you when needed – Transfers can be unlimited
- Provides the option of paying for services by maintaining compensating balances or by direct charge through account analysis

TD Money Market Mutual Fund Sweep

This investment service automatically transfers funds from your checking account to a choice of TD Money Market Fund options. You can choose from a variety of funds that meet your specific investment objectives and tax requirements.

The County's options are:

- TDAM Institutional Treasury Obligations Money Market Fund (Commercial Class)
- TDAM Institutional U.S. Government Fund (Intuitional Class)

Collected funds in excess of a predetermined target balance are automatically invested in a money market fund of your choice. The investment occurs after all checks and deposits are processed and a net balance in excess of the target balance is calculated.



Additional Services

Benefits of the TD Money Market Fund Sweep include:

- Excess balances earn interest based on market rates
- Eliminates the need to wire funds to an investment broker
- Your investment is fully liquid and funds are immediately available to you when needed
- Provides the option of paying for services by maintaining compensating balances or by direct charge through account analysis
- Target balances are insured up to the maximum limit specified by the FDIC
- Money Market investment funds are not covered by FDIC Insurance

TD Integrated Payables

TD Integrated Payables is a convenient and flexible solution that accepts consolidated payment files in varying formats from the County, separates payments by type (check, wire, ACH, commercial card), and then delivers payments to the appropriate applications within the bank for processing. TD's Integrated Payables solution enables you to leverage your existing A/P system's ability to generate a payment file for processing by TD Bank. This eliminates the need for you to initiate payments directly through each payment stream (check, wire, ACH, or commercial card). Below are some additional highlights of our offering.

- You may choose to include up to four types of payments in your integrated payables file:
 - Checks
 - ACH credits and debits
 - Wires
 - Commercial card payments
- We would follow established underwriting guidelines for credit approval on ACH exposure limits and the TD Commercial Plus Card to enable processing of those payment types.
- The County has the option of submitting files once per day or multiple times per day. You may also choose to send separate files for each payment type when payments are produced by different internal systems.
- Files are submitted through secure file transfer (FTP) as a common practice. We can also accommodate file uploads through a desktop client or a secure online portal (FTExpress).
- You have the option to send payments for immediate processing, or future-dating payments that we would hold until the processing date.
- TD Integrated Payables supports unattended file delivery (automated transmission), custom payment file mapping, and automated event notification (e-mails or texts that files are processed, or payments have been released, etc.).
- Check, ACH, and wire payment activity is viewable through our online banking platform TD eTreasury. Wire information is real-time, ACH transactions are memo posted, and checks are debited in batch processing nightly with images viewable the following morning.

Additional Services

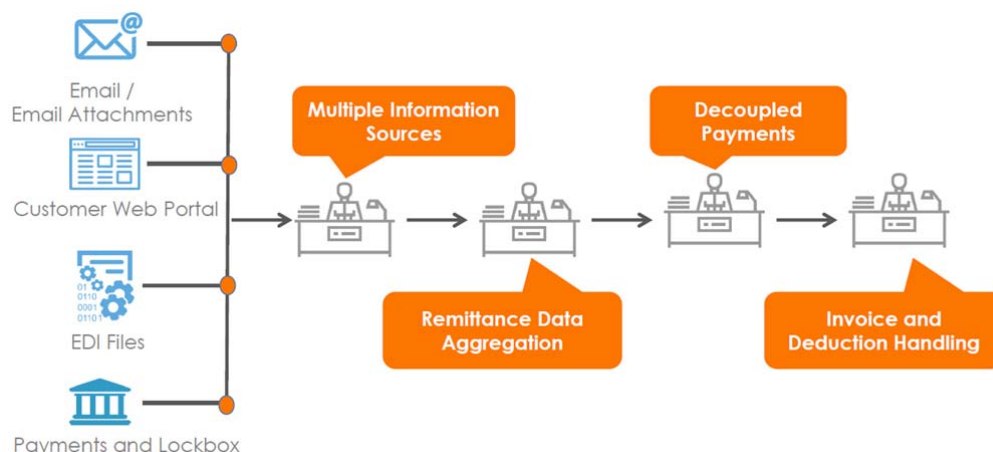
- TD Commercial Plus Card payments are viewable on TD Commercial Plus Card Online.
- You would also enroll in our Positive Pay service if you plan to initiate check payments via TD Integrated Payables.

TD Integrated Receivables

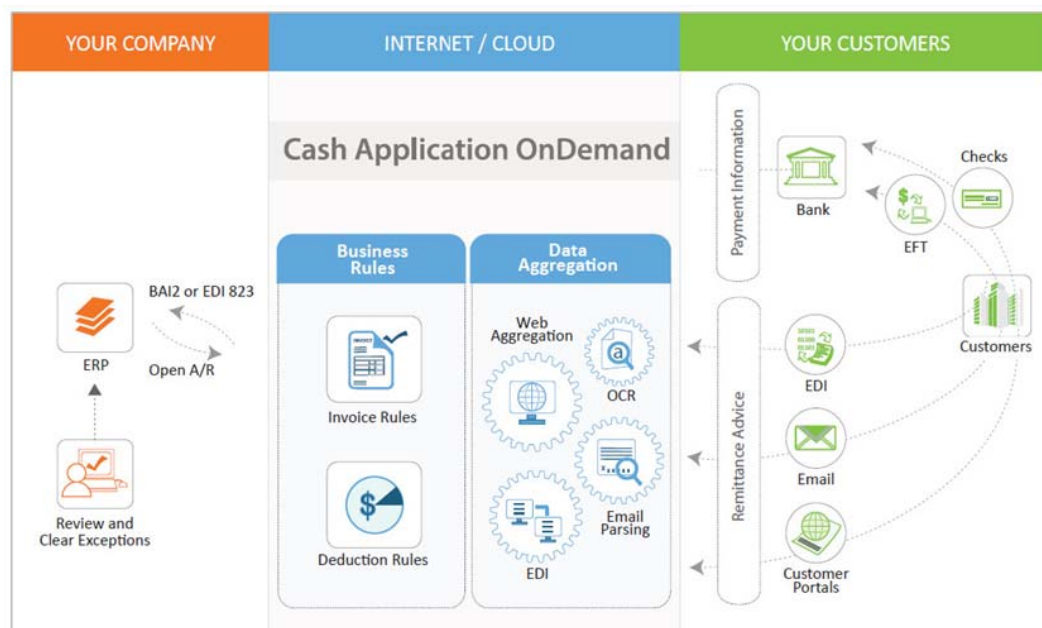
TD Integrated Receivables is an automated accounts receivables reconciliation service designed to streamline the application of cash, eliminate manual processes and minimize exception processing. TD Bank will aggregate all remittance and payment data – for all payment methods – into a single file, customized for your ERP. There are several components of integrated receivables including remittance data capture, invoice matching, deductions management, exceptions management, and reporting and analytics.

Today, the County is experiencing multiple manual touchpoints that will be converted into an automated workflow.

Multiple Manual Touchpoints



Automated Workflow



Key Benefits & Features

- **Remittance Data Capture**
 - **Email**
 - Remittance emails automatically forwarded to TD Bank
 - Data in email body
 - Data in attachments (PDF, .txt, .csv, image, HTML, Word, Excel)
 - **Web**
 - Remittances uploaded to web portal
 - Web robots extract data from web portals
 - **Document OCR**
 - Remittance data included with checks sent to TD Bank Lockbox
 - Documents scanned and converted to digital format
 - **Payment**
 - Data included with electronic payments (ACH, Wires, etc.)
 - **Other electronic files**
 - Files transmitted to TD Bank
- **Invoice Matching**
 - **Basic Invoice matching scenarios**
 - Unique match with invoice number
 - Unique match with other AR field (PO number, document number, etc.)
 - **Advanced Invoice matching scenarios**
 - Paying across multiple customers
 - Partial Invoice numbers
 - Installment payments

Additional Services

- Line item information based matching (BOL, delivery, order number, etc.)
 - Duplicate payments
 - Consolidated invoice payments
 - Cross-company code payments
 - No Remittance payments
- Deductions Management
 - Basic Deduction Management
 - Short payment coding
 - Over payment coding
 - Credit residual coding
 - Advanced Deduction Management
 - Tolerance coding
 - Discount coding
 - Deduction coding based on claim documents
 - Bank fee coding
 - Additional field population
- Exceptions Management
 - Online Module to repair items that are not matched
 - Reference number not in open AR
 - Reference number entered incorrectly
 - Remittance not received

TD Integrated Receivables gives you efficiencies that translate into savings and increased productivity, reduced risk and the opportunity to reduce your Days Sales Outstanding (DSO) as never before.

- Some companies leverage this productivity benefit by reducing headcount.
- Others redeploy staff to support other value-added functions.
- Another aspect to the productivity benefit worth examining is the ability to scale your business without adding administrative resources.

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 County 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
- Accounting code allocation available
- Generate working capital improvements

Additional Services



- 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	– 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	– 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	– 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

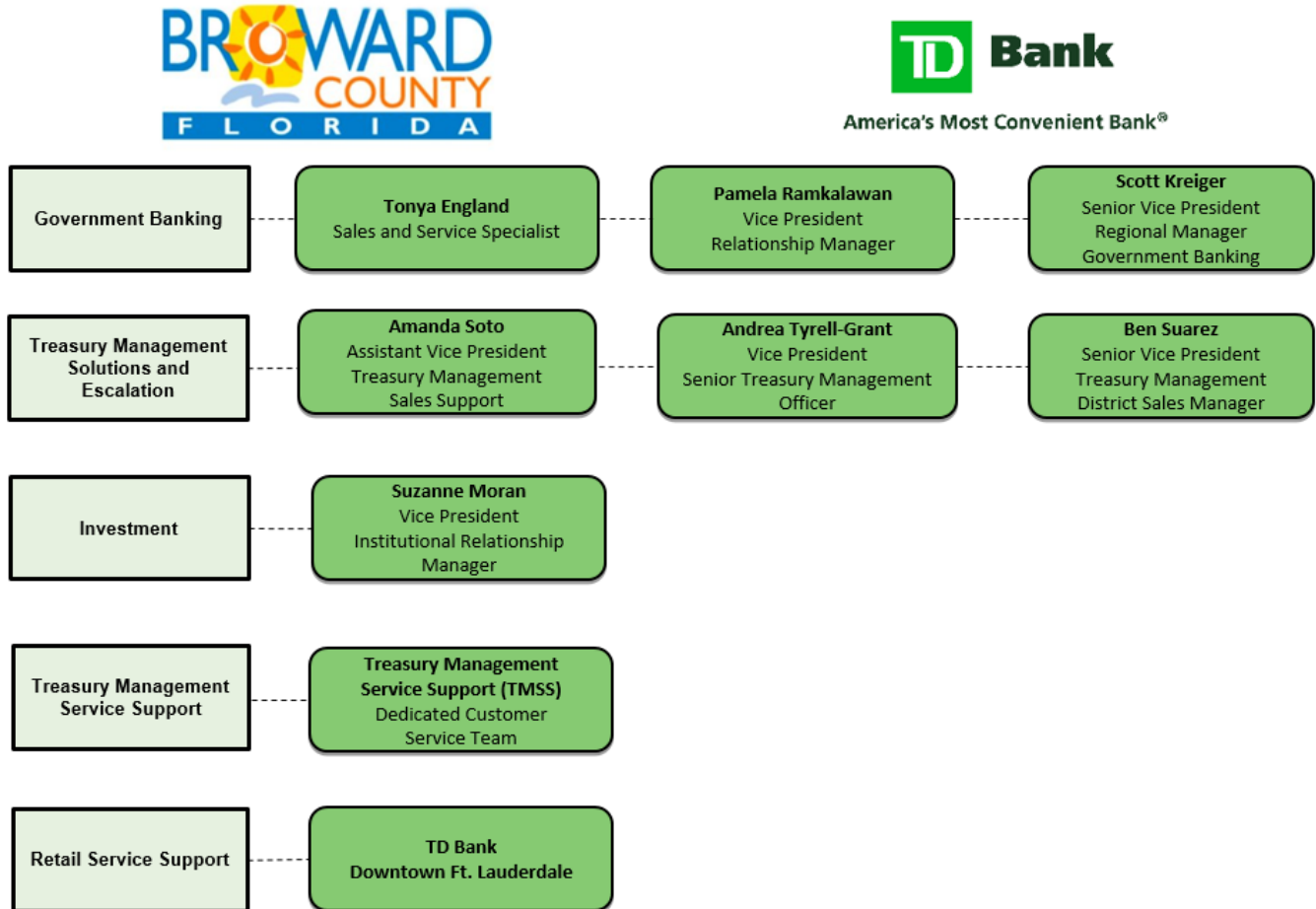
TD Commercial Plus Card Online is furnished with robust reporting tools that will provide the County comprehensive transactional data and payment history details. This platform offers extensive history, including 24 month for standard and custom reporting as well as six months of statement history available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

TD Commercial Plus Card online houses 16 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.

Relationship Management Team



Proposed Relationship Management Structure



Government Banking

Pamela Ramkalawan

Vice President, Government Relationship Manager

5900 North Andrews Ave., 2nd Floor

Fort Lauderdale, FL 33309

Phone: (954) 233-2064 | Email: Pamela.Ramkalawan@td.com

Fax: (954) 233-2037

Pamela Ramkalawan will manage the County's relationship. Ms. Ramkalawan has the necessary authority to carry out any tasks required to effectively and efficiently manage CSC's relationship with TD Bank. Ms. Ramkalawan has over sixteen years of banking experience exclusive to Florida of which fourteen years has been dedicated to Government Banking. The balance of her banking career was in retail banking and operations. As a former Government Banking Specialist at Wachovia Bank (currently Wells Fargo), Ms. Ramkalawan was responsible for supporting many municipal relationships.



Relationship Management Team

Ms. Ramkalawan supported some of Florida's largest government entities including Broward County, Broward County Public Schools, Palm Beach County, Miami-Dade County, Broward County School Board and the Seminole Tribe of Florida to name a few. Today, Ms. Ramkalawan manages many familiar relationships in addition to the City of Lauderhill, City of Tamarac, City of Sunny Isles Beach, City of Pembroke Pines, Miami-Dade Clerk of Courts, City of North Lauderdale, and the Housing Authority of Miami Beach, just to name a few.

Ms. Ramkalawan holds a BS degree in Business Management. She is also an active member of TD Bank's diversity program where she is currently the "Women in Leadership" chair for Florida. She also participates in many local and state governmental organizations such as the FGFOA, Florida League of Cities, Florida City and County Management Association and many others.

Ms. Ramkalawan will bring her unique qualifications and knowledge of account structures, lending, treasury management services and other various services to your banking relationship with TD Bank.

Tonya England

Sales and Service Specialist

5900 North Andrews Ave

Fort Lauderdale, FL 33309

Phone: (954) 233-2054 | Email: Tonya.England@td.com

Fax: (954) 233-2037

Tonya England, will be the County's dedicated servicing representative. Ms. England will aid Ms. Ramkalawan with the daily management of the relationship. Ms. England will bring her wealth of customer service experience and coordination skills to the County's relationship. Ms. England's servicing skills were acquired over a period of 15 years in the travel industry and 9 years in the banking industry, which included training clientele and coordinating projects.

Treasury Management Services

Andrea Tyrell-Grant

Vice President, Senior Treasury Management Sales Officer

5900 North Andrews, 2nd Floor

Fort Lauderdale, FL 33309

Phone: (305) 968-1918 | Email: Andrea.Tyrell-Grant@td.com

Fax: (954) 233-2037

Andrea Tyrell Grant is TD Bank's Vice President and Senior Treasury Management Sales Officer for the Broward County Market. Andrea utilizes over 30 years of banking experience to grow the Treasury Management line of business, working across Commercial, Middle Market, Government Banking and Commercial Real Estate segments.

Prior to joining TD Bank in 2009, Andrea began her career at Citibank where she held positions of increasing responsibility in the retail segment before joining the Treasury Management team. Andrea previously held Series 7, 24, 63 Securities and Life Health and Variable Annuities licenses. Andrea possesses a wealth of knowledge about the South Florida market, where she has worked and resided since 1981.

Relationship Management Team



Andrea is a graduate of Miami Dade College and a board member of the South Florida Association for Financial Professionals. In her spare time Andrea is an avid reader, especially of all historical genres.

Amanda Soto

Treasury Management Sales Support Specialist

9715 Gate Parkway

Jacksonville, FL 32246

Phone: (904) 807-9013 | Email: Amanda.Soto@td.com

Amanda has over 14 years of banking experience as of 2019 and currently services as Treasury Management Sales Support Specialist for all of Broward and Palm Beach County. She supports various lines of business including Government and Not for Profit, Commercial, Small Business and Commercial Real Estate.

Amanda began her banking career in Treasury Management as an Onboarding Specialist supporting the Government & Not for Profit/Commercial banking groups for all of North Florida. She transitioned from that role into the Sales Analyst role where she added support for the Middle Market Line of Business. Her most recent role included supporting the national footprint for Commercial Real Estate clients. She also has experience in supporting various specialized industries prior to TD Bank, such as Sports and Entertainment, National Auto Dealer Finance Holding companies, Healthcare, Business Banking, Private Wealth (Attorneys and Physicians), and Municipalities.

Amanda has her bachelor's degree in Business Administration from the University of Florida, Gainesville.

Investment

Suzanne Moran

Vice President, Institutional Relationship Manager

607 14 Street NW

Washington, DC 20005

Phone: (202) 971-3019 | Email: Suzanne.Moran@td.com

Suzanne joined TD Bank in 2016. She has over twenty years of experience in the financial services industry. Prior to joining TD Bank she served as a Director with the Foundations and Endowments Specialty Practice at SunTrust Bank. She held similar positions with MTB Investment Advisors and Bank of America.

Suzanne earned her Bachelor of Business Administration from Loyola University in Maryland and her Master of Business Administration from The George Washington University. She is an Accredited Investment Fiduciary®, a Chartered Retirement Planning Specialist® and she holds her FINRA 7, 63, and 65 licenses.

Relationship Management Team



Retail Service Support

Our TD Bank Downtown Ft. Lauderdale store will serve as the primary location to service Broward County's in-store banking needs. This includes banking services for the County's employees, providing account needs, and serving as a local resource for the County.

Store location and hours are provided:

Store Location	Lobby Hours	
TD Downtown Ft. Lauderdale 450 E. Las Olas Boulevard Suite 130 Ft. Lauderdale, FL 33301 T: (954) 712-9766 F: (954) 712-9763	Monday:	8:30 a.m. – 5:00 p.m.
	Tuesday:	8:30 a.m. – 5:00 p.m.
	Wednesday:	8:30 a.m. – 5:00 p.m.
	Thursday:	8:30 a.m. – 5:00 p.m.
	Friday:	8:30 a.m. – 6:00 p.m.
	Saturday:	CLOSED
	Sunday:	CLOSED

Please also refer to Appendix 7 of our compiled response for a proximity study of all TD Bank store locations in Broward County.

Treasury Management Service Support (TMSS)

The County will have access to our dedicated Treasury Management Services Support (TMSS) Team that services only Treasury Management clients. When a Treasury Management Services Support representative answers the phone, they own the inquiry. A live person will always answer the phone: voicemail is not an option. TMSS can also be reached via email at TMSS@td.com.

TMSS can be contacted at (866) 475-7262 and is operational Monday through Friday 7:30 a.m. to 8:00 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.

All research and inquiries are primarily handled directly by TMSS. Although we strive for one call resolution and resolving inquiries while the client is on the phone, complex research requests may take up to five business days to resolve.

The first step is the confirmation of receipt of the inquiry, followed by ongoing communication until the research and/or adjustment is complete. In the event that an inquiry or issue requires additional research, TMSS will communicate the expected turnaround time to the County, providing you the opportunity to request priority processing should a quicker turnaround be required.

Relationship Management Team



For matters of a more strategic nature or if an issue requires escalation, the County may contact any member of its Relationship Management Team. Your Relationship Management Team is available by phone or email to meet at your convenience. The team is comprised of experts at all levels of our organizational structure, each bringing unique talents and experiences that will be utilized to provide creative, cost- effective solutions and assistance with all research and adjustment inquiries. This team has an intimate knowledge of your banking structure and will be able to provide support at a moment's notice.

Questionnaire Well Capitalized

Proposer's Name:	TD Bank, N.A.

All Proposers should complete, sign and submit the Well Capitalized Questionnaire with the solicitation response in order to be considered a Responsible vendor. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may affect Vendor's evaluation and Vendor may be deemed non-responsible.

A non-bank financial institution vendor responding only to the LockBox Services portion of this Request for Proposals is required to have its banking financial institution partner complete and comply with this Well Capitalized Questionnaire instructions and requirements.

		Comply: Yes/No
	Well-Capitalized Requirement	
1	Bank must be considered "Well Capitalized" according to the risk-based capital group description guidelines used by the Federal Deposit Insurance Corporation (FDIC). To be determined "Well Capitalized" an institution must meet the following criteria: a. CET1 Capital Ratio $\geq$ 4.5% b. Tier 1 Capital Ratio $\geq$ 6.0% c. Total Capital Ratio (Tier 1 and Tier 2) $\geq$ 8.0%	Yes

By signing this form, proposer agrees that they meet the requirement of being a well-capitalized firm as described above.

Proposer's Signature: Pamela Ramkalawan

Please provide documentation for your firm for the most recent two quarters showing you meet the above requirements.

TD Bank, N.A.
RFP for Broward County Board of County Commissioners
July 1, 2019

	As at	
	<u>3/31/2019</u>	<u>12/31/2018</u>
1.) Common equity tier 1 capital ratio	15.31%	15.04%
2.) Tier 1 capital ratio	15.31%	15.04%
3.) Total capital ratio	16.18%	15.89%

Source: TD Bank, N.A. Call Report

Questionnaire

Qualified Public Depository and Local Presence

Proposer's Name:	TD Bank, N.A.

All Proposers should complete, sign and submit the Qualified Public Depository and Local Presence Questionnaire with the solicitation response in order to be considered a Responsible vendor. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may affect Vendor's evaluation and Vendor may be deemed non-responsible.

A non-bank financial institution vendor responding only to the LockBox Services portion of this Request for Proposals is required to have its banking financial institution partner complete and comply with this Qualified Public Depository Questionnaire instructions and requirements.

The second requirement in the Qualified Public Depository and Local Preference Questionnaire stating that a Vendor's local banking office/institution requirement must have an established full-service retail branch within Broward County, Florida only applies to Treasury Services.

		Comply: Yes/No
	Qualified Public Depository and Local Presence	
1	Financial Institution and Qualified Public Depository (QPD) as defined in Chapter 280, Florida Statutes, at time of submittal	Yes
2	Local banking office. Institution must have an established full-service retail branch within Broward County, Florida.	Yes

By signing this form, proposer agrees that they meet the requirement of being a Qualified Public Depository and have a full-service retail branch within Broward County, Florida.

Proposer's Signature: Pamela Ramkalawan

Please provide the Certificate of QPD from the State of Florida providing evidence of participation in the QPD program and a copy of the Broward County Local Business Tax Receipt.



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.

CHIEF FINANCIAL OFFICER, STATE OF FLORIDA

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, dispensation, or possession of alcohol, illegal drugs and/or controlled substances. 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, to the fullest extent permitted by law.

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, dispensation, 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 are illegal under federal, state, or local law, including marijuana, as well as any prescription medication that is used in a manner inconsistent with the prescription or for which the individual does not have a valid prescription.

In appropriate cases, an Employee may be referred to law enforcement authorities for prosecution.

To enable compliance with the Drug-Free Workplace Act of 1988 and other 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 within five (5) days of conviction. 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 Company's ability to conduct business. Any subsequent conviction also will be reviewed, following the same guidelines.

MEDICATION

It is a violation of Policy for Employees to use prescription or over-the-counter drugs for purposes for which they are not prescribed or 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 their Manager if the medication has any side effects that may impair the Employee's ability to safely perform essential job functions. The Manager will then consult with Human Resources regarding appropriate precautions. Employees should not disclose the name of the medication or the condition for which it is being taken. In some instances, 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. The Company will endeavor to accommodate individuals with disabilities and related medication in accordance with applicable law.

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 health care 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 their 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 disciplinary action, 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.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/24/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 75 John Roberts Road, Building C South Portland, ME 04106 855 874-0123	CONTACT NAME:	
	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No): 877-775-0110
INSURED TD Bank, N.A. 9000 Atrium Way Mt. Laurel, NJ 08054	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Liberty Mutual Fire Insurance Company	NAIC # 23035
	INSURER B :	
	INSURER C :	
	INSURER D : Liberty Insurance Underwriters, Inc.	19917
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Retention-\$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		EB2611259595038	10/01/2018	10/01/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		AS2611259595048	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$5,000 \$
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		100010028115	10/01/2018	10/01/2019	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WA561D259595018	10/01/2018	10/01/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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, additional insureds and additional named insureds, are covered in accordance with Certificates of Insurance issued to such interests and on file with the Company.

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

TD Bank, N.A.
9000 Atrium Way
Mount Laurel, NJ 08054-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Scott T. Smith

DESCRIPTIONS (Continued from Page 1)

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.

No.: TDBNA-2019-12-FIBE&O

Dated: April 30, 2019

This document supersedes any certificate previously issued under this number

This is to certify that the Policy(ies) of insurance listed below ("Policy" or "Policies") have been issued to the Named Insured identified below for the policy period(s) indicated. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder named below other than those provided by the Policy(ies).

Notwithstanding any requirement, term, or condition of any contract or any other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the Policy(ies) is subject to all the terms, conditions, and exclusions of such Policy(ies). This certificate does not amend, extend, or alter the coverage afforded by the Policy(ies). Limits shown are intended to address contractual obligations of the Named Insured.

Limits may have been reduced since Policy effective date(s) as a result of a claim or claims.

Certificate Holder:

TD Bank, N.A.
2059 Springdale Road
Cherry Hill, NJ 08003

Named Insured and Address:

The Toronto-Dominion Bank and its subsidiaries,
including TD Bank, N.A.
1701 Route 70 East
Cherry Hill, NJ 08034

This certificate is issued regarding:

Evidence of Insurance

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/Expiry Dates	Sums Insured Or Limits of Liability	
FINANCIAL INSTITUTION BOND • Employee Dishonesty; On Premises; In Transit; Forgery or Alteration; Counterfeit Currency; Securities; Computer Systems Fraud; Fidelity	Lloyd's Underwriters	FINFW1900147	May 01, 2019 to May 01, 2020	Each and every loss	CDN 25,000,000
ERRORS & OMISSIONS • Professional Liability • Claims Made Policy	Lloyd's Underwriters	FINFW1900147	May 01, 2019 to May 01, 2020	Any one claim and in the aggregate	CDN 25,000,000 Excess of \$10,000 deductible

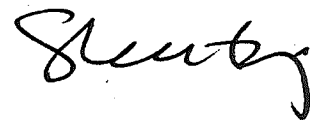
Notice of cancellation:

The insurer(s) affording coverage under the policies described herein will not notify the certificate holder named herein of the cancellation of such coverage.

Marsh Canada Limited

120 Bremner Boulevard
Suite 800
Toronto, ON M5J 0A8
Telephone: 1-844-990-2378
Fax: (416)-8682103
certificaterequestscanada@marsh.com

Marsh Canada Limited



By:

Scott Keeting

ACORD™

Client#: 1033872

TDBAN2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/24/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 75 John Roberts Road, Building C South Portland, ME 04106 855 874-0123		CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): 877-775-0110 E-MAIL ADDRESS:	
INSURED TD Bank, N.A. 9000 Atrium Way Mt. Laurel, NJ 08054		INSURER(S) AFFORDING COVERAGE INSURER A : Liberty Mutual Fire Insurance Company NAIC # 23035 INSURER B : INSURER C : INSURER D : Liberty Insurance Underwriters, Inc. 19917 INSURER E : INSURER F :	

COVERAGES

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			AS2611259595048	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$5,000 \$
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			100010028115	10/01/2018	10/01/2019	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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, additional insureds and additional named insureds, are covered in accordance with Certificates of Insurance issued to such interests and on file with the Company.

(See Attached Descriptions)

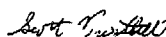
CERTIFICATE HOLDER

CANCELLATION

TD Bank, N.A.
 9000 Atrium Way
 Mount Laurel, NJ 08054-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



DESCRIPTIONS (Continued from Page 1)

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.

AGREEMENT BETWEEN BROWARD COUNTY AND TD Bank, N.A. FOR _____
_____ (RFP#)

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This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and TD Bank, N.A., a Delaware corporation ("Contractor") (collectively referred to as the "Parties").

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RECITALS

A. [Insert recitals if applicable]

B. [Insert recitals if applicable]

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2. **Contract Administrator** means the Director of _____[, or Assistant Director of _____], or such other person designated by same in writing.

- 1.3. **County Business Enterprise** or **CBE** means a small business certified as meeting the requirements of Section 1-81, Broward County Code of Ordinances.
- 1.4. **Notice to Proceed** means a written authorization to proceed with the project, phase, or task, issued by the Contract Administrator.
- 1.5. **Purchasing Director** means County's Director of Purchasing as appointed by the Broward County Administrator.
- 1.6. **Services** means all work required by Contractor under this Agreement, including without limitation all deliverables, consulting, training, project management, or other services specified in Exhibit A.
- 1.7. **Subcontractor** means an entity or individual providing services to County through Contractor for all or any portion of the work under this Agreement. The term "Subcontractor" shall include all subconsultants. Notwithstanding the foregoing, for purposes of clarity and the avoidance of doubt, the term "subcontracting" shall be expressly limited to independent contractors, vendors or service providers engaged through contractual arrangements whereby an organization or person is specifically engaged by TD Bank to assist TD Bank in performing some, or all, of the contract between TD Bank and Broward County. For purposes of further clarification, and independent contractor, vendor or service provider that supplies the same or similar good and/or services to TD Bank and others generally that TD Bank will then use to deliver products and services to its customers generally shall not be deemed an "independent contract" arrangement. Additionally, for any service provider relationships for which TD Bank must otherwise obtain Broward County's consent, such consent shall not be unreasonably withheld.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A	Scope of Services
Exhibit B	Payment Schedule
Exhibit C	Minimum Insurance Coverages
Exhibit D	Work Authorization Form
Exhibit __	Prevailing Wage Statement of Compliance
Exhibit __	CBE Subcontractor Schedule and Letters of Intent
Exhibit __	Business Associate Agreement
Exhibit __	[Port Everglades/Airport/ETS] Security Requirements
Exhibit __	Certification of Payments to Subcontractors and Suppliers
Exhibit __	Federally Funded Contracts Requirements

Exhibit Cash Management Master Agreement

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BCF #101 (Rev. 07.01.2018)
RLI/RFP/Contract# _____

Page 2 of 32

ARTICLE 3. SCOPE OF SERVICES

3.1. Scope of Services. Contractor shall perform all work identified in this Agreement including, without limitation, the work specified in Exhibit A (the "Scope of Services") and in the Cash Management Master Agreement ("CMTA"). The Scope of Services is a description of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

3.2. Optional Services. Contractor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement except as expressly set forth in this Agreement or, to the extent applicable, set forth in the Broward County Procurement Code. To the extent any goods or services under this Agreement, or the quantity thereof, are identified as optional ("Optional Services"), County may select the type, amount, and timing of such goods or services pursuant to a work authorization ("Work Authorization") in substantially the form attached as Exhibit executed by Contractor and County pursuant to this section, provided that no such selection, when combined with those goods or services required under this Agreement, would result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in this Agreement, Work Authorizations for Optional Services shall be executed on behalf of County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total cost to County in the aggregate is less than \$50,000.00; (b) the Purchasing Director may execute Work Authorizations for which the total cost to County in the aggregate is within the Purchasing Director's delegated authority; and (c) any Work Authorization above the Purchasing Director's delegated authority requires express approval by the Board. Subsequent to the full execution of any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. Contractor shall not commence work on any Work Authorization until after receipt of a purchase order and Notice to Proceed.

ARTICLE 1. TERM AND TIME OF PERFORMANCE

4.1. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall end on ("Initial Term").

4.2. Extensions. County shall have the option to renew this Agreement by mutual written agreement for

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 additional one (1) year terms (each an "Extension Term") by sending notice of renewal to Contractor at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise this renewal option.

4.2.4.3. Additional Extension. In the event unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an Extension Term not practicable, or if no extension is available and expiration of this Agreement would, as determined by the Purchasing Director, result in a gap in the provision of services necessary for the ongoing operations of County, then the Purchasing Director may extend this Agreement on the same terms and conditions for period(s) not to exceed six (6) months in the aggregate [, provided that any such extension is within the authority of the Purchasing Director or otherwise authorized by the Board]. [add additional language if contract is not approved by the Board]. The Purchasing Director may exercise this option by written notice stating the duration of the extended period, which notice shall be provided to Contractor at least thirty (30) days prior to the end of the then-current term.

4.3.4.4. Extension Rates and Terms. For any extension beyond the Initial Term, Contractor shall be compensated at the rates in effect when the extension was invoked by County, unless otherwise expressly stated in Exhibit B. Contractor shall continue to provide the Services upon the same terms and conditions as set forth in this Agreement for such extended period.

4.4.4.5. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

4.5.4.6. Time of the Essence. Unless otherwise agreed by the Parties in writing, all duties, obligations, and responsibilities of Contractor required by this Agreement shall be completed no later than . Time is of the essence in performing the duties, obligations, and

responsibilities required by this Agreement.

ARTICLE 5. COMPENSATION

5.1. Maximum Amounts. For all goods and services provided under this Agreement, County will pay Contractor up to a maximum amount as follows:

Services/Goods	Not-To-Exceed Amount
Goods and Services	\$
Reimbursable Expenses	\$
Optional Services	\$
TOTAL NOT TO EXCEED	\$

Payment shall be made only for Services actually performed and completed pursuant to this Agreement, as set forth in Exhibit B (Payment Schedule), which amount shall be accepted by Contractor as full compensation for all such Services. Contractor acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County's obligation to compensate Contractor for work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor's obligation to perform all Services required under this Agreement. Unless and except to the extent expressly required under this Agreement, Contractor shall not be reimbursed for any expenses it incurs under this Agreement.

5.2. Method of Billing and Payment.

5.2.1. Contractor may submit invoices for compensation no more often than on a monthly basis, but only after the Services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after expiration or earlier termination of this Agreement. Invoices shall designate the Services performed and, as applicable, the personnel, hours, tasks, or other details as requested by the Contract Administrator. If Contractor subcontracts any Services under this Agreement, Contractor shall submit with each invoice a Certification of Payments to Subcontractors and Suppliers (Exhibit ____). The certification shall be accompanied by a copy of the notification sent to each unpaid Subcontractor listed on the form, explaining the good cause why payment has not been made to that Subcontractor.

5.2.2. Any invoice submitted by Contractor shall be in the amount set forth in Exhibit B for the applicable Services, minus any agreed upon retainage as stated in Exhibit B. Retainage amounts shall only be invoiced to County upon completion of all Services under this Agreement, unless otherwise stated in Exhibit B.

5.2.3. County shall pay Contractor within thirty (30) days of receipt of Contractor's proper invoice, as required under the "Broward County Prompt Payment Ordinance,"

Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the then-current form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement. Payment shall be made to Contractor at the address designated in the Notices section.

~~5.2.4. Contractor shall pay Subcontractors and suppliers within fifteen (15) days following receipt of payment from County for such subcontracted work or supplies. Contractor agrees that if it withholds an amount as retainage from Subcontractors or suppliers, it will release such retainage and pay same within fifteen (15) days following receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this subsection shall be a material breach of this Agreement, unless Contractor demonstrates that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, Contractor promptly pays the applicable amount(s) to the Subcontractor or supplier upon resolution of the dispute. Contractor~~

~~shall include requirements substantially similar to those set forth in this subsection in its contracts with Subcontractors and suppliers.~~

Commented [SD1]: TD Bank Comment 7/10/19:
Contractor will manage its relationship with Subcontractors/Suppliers and pay them in accordance with agreements already established.

5.3. Reimbursable Expenses. For reimbursement of any travel costs or travel-related expenses permitted under this Agreement, Contractor agrees to comply with Section 112.061, Florida Statutes, except to the extent that Exhibit B expressly provides to the contrary. County shall not be liable for any such expenses that exceed those allowed by Section 112.061 or that have not been approved in writing in advance by the Contract Administrator.

5.4. ~~Subcontractors. Contractor shall invoice all Subcontractor fees, whether paid on a "lump sum" or other basis, to County with no markup. All Subcontractor fees shall be invoiced to County in the actual amount paid by Contractor.~~

5.5. Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1. Representation of Authority. Contractor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Contractor has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Contractor. Contractor further represents and warrants that execution of this Agreement is within Contractor's legal powers, and each individual executing this Agreement on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

6.2. Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Contractor executes this Agreement, unless otherwise expressly disclosed in writing by Contractor.

6.3. Contingency Fee. Contractor represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.4. Truth-In-Negotiation Representation. Contractor's compensation under this Agreement is based upon its representations to County, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including

without limitation in the negotiation of this Agreement, are accurate, complete, and current as of the date Contractor executes this Agreement. Contractor's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

6.5. Public Entity Crime Act. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

6.6. Discriminatory Vendor and Scrutinized Companies Lists. Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. Contractor further represents that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.

6.7. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide Services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Contractor represents and warrants that the Services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

6.8. Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, Contractor certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this Agreement, and the contract language referenced in Section 16½-157 is deemed incorporated in this Agreement as though fully set forth in this section.

6.9. Breach of Representations. In entering into this Agreement, Contractor acknowledges that County is materially relying on the representations and warranties of Contractor stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to Contractor, to deduct from the compensation due Contractor under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all sums paid to Contractor under this Agreement. Furthermore, a false representation may result in debarment from County's competitive procurement activities.

ARTICLE 7. INDEMNIFICATION

Contractor shall indemnify, hold harmless, and defend County and all of County's officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 3. INSURANCE

8.1. For the duration of the Agreement, Contractor shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit ___ in accordance with the terms and conditions of this article. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

8.2. Contractor shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit ___ on all policies required under this article.

8.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, Contractor shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, ~~Contractor shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.~~

8.4. Contractor shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by Contractor has been completed, as determined by Contract Administrator. Contractor or its insurer shall provide notice to County of any cancellation ~~or modification~~ of any required policy ~~at least thirty (30) days prior to the effective date of cancellation or modification~~, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing

Commented [SD2]: TD Bank Comment 7/2/19: Generally, TD Bank will not indemnify its customers. This provision must be reserved for negotiation, as this provision should not conflict with the other documents (e.g., the CMMA)

Commented [SD3]: TD Bank comment 7/10/19: The Bank does not provide copies of policies to our customers.

Commented [SD4]: TD Bank Comment 7/10/19: The Bank does not provide notice of modifications to its customers.

continuation of the required coverage(s). Contractor shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

8.5. Contractor shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.

8.6. If Contractor maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit __, County shall be entitled to any such broader coverage and higher limits maintained by Contractor. All required insurance coverages under this article shall provide primary coverage and shall not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Contractor.

8.7. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit __ and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. ~~County may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.~~ Contractor agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor agrees to obtain same in endorsements to the required policies.

8.8. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurer may acquire against County, and agrees to obtain same in an endorsement of Contractor's insurance policies.

8.9. Contractor shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies.

8.10. In the event Contractor or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. Contractor shall not permit any Subcontractor to provide Services under this Agreement unless and until the requirements of this article are satisfied. If requested by County, Contractor shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this section.

8.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be

Commented [SD5]: TD Bank Comment 7/10/19: The Bank does not currently have any deductibles/SIRs in excess of Broward's prescriptions, however, the Bank retains the right to make modifications to our program as directed by the Bank's risk appetite and industry standards. The Bank will not modify our coverage at the request of the offeror.

maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit __, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Contractor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit __.

ARTICLE 3. TERMINATION

9.1. This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause is provided.

9.2. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

9.2.1. Contractor's failure to suitably perform the Services, failure to continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

9.2.2. If Contractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if Contractor is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or if Contractor provides a false certification submitted pursuant to Section 287.135, Florida Statutes;

9.2.3. ~~By the Contract Administrator or the Director of Office of Economic and Small Business Development ("OESBD") for any fraud, misrepresentation, or material misstatement by Contractor in the award or performance of this Agreement or that otherwise violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or~~

~~9.2.4. By the Director of OESBD upon the disqualification of Contractor as a CBE if Contractor's status as a CBE was a factor in the award of this Agreement and such status was misrepresented by Contractor, or upon the disqualification of one or more of Contractor's CBE participants by County's Director of OESBD if any such participant's status as a CBE firm was a factor in the award of this Agreement and such status was~~

~~misrepresented by Contractor during the procurement or the performance of this Agreement.~~

Commented [SD6]: TD Bank response 8/6/19: Deleting as Broward has indicated that there are no CBE requirements for this contract.

9.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.4. In the event this Agreement is terminated for convenience by County, Contractor shall be paid for any Services properly performed under this Agreement through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. Contractor acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are acknowledged by Contractor, for County's right to terminate this Agreement for convenience.

9.5. In addition to any right of termination stated in this Agreement, County shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.

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~~9.5-9.6. Notwithstanding the foregoing, Contractor may terminate this Contract in accordance with Section 14 of the CMMA~~

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ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1. No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Contractor shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

~~10.2. Contractor shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Contractor to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.~~

~~10.3. Contractor will meet the required CBE goal by utilizing the CBE firms listed in Exhibit [redacted] (or a CBE firm substituted for a listed firm, if permitted) for [redacted] percent ([redacted]%) of total Services under this Agreement (the "Commitment").~~

~~10.4. In performing the Services, Contractor shall utilize the CBE firms listed in Exhibit [redacted] for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by County, Contractor shall enter into formal contracts with the CBE firms listed in Exhibit [redacted] and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.~~

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10.5. Each CBE firm utilized by Contractor to meet the CBE goal must be certified by OESBD. Contractor shall inform County immediately when a CBE firm is not able to perform or if Contractor believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Contractor to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, Contractor shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required in the event the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event, Contractor shall notify County, and OESBD may adjust the CBE goal by written notice to Contractor. Contractor shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

10.6. The Parties stipulate that if Contractor fails to meet the Commitment, the damages to County arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. These liquidated damages shall be County's sole contractual remedy for Contractor's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by County, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment.

10.7. Contractor acknowledges that the Board, acting through OESBD, may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Contractor and shall include a deadline for Contractor to notify County in writing if Contractor concludes that the modification exceeds the authority under this section. Failure of Contractor to timely notify County of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Contractor.

10.8. County may modify the required participation of CBE firms under this Agreement in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases the initial Agreement price by

~~ten percent (10%) or more. Contractor shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.~~

~~10.9. Contractor shall provide written monthly reports to the Contract Administrator attesting to Contractor's compliance with the CBE goal stated in this article. In addition, Contractor shall allow County to engage in onsite reviews to monitor Contractor's progress in achieving and maintaining Contractor's contractual and CBE obligations. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring, unless otherwise determined by the County Administrator.~~

~~10.10.10.2. The Contract Administrator may increase allowable retainage or withhold Subcontractors and suppliers. The presence of a "pay when paid" provision in a Contractor's into allegations of nonpayment.~~

Commented [SD7]: TD Bank response 8/6/19: Deleting as Broward has indicated that there are no CBE requirements for this contract.

ARTICLE 11. MISCELLANEOUS

11.1. Contract Administrator Authority. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may act on behalf of County under this Agreement.

11.2. Rights in Documents and Work. Any and all reports, photographs, surveys, and documents created by Contractor in connection with performing Services under this Agreement shall be owned by County and shall be deemed works for hire by Contractor and its agents; in the event the Services are determined not to be a work for hire, Contractor hereby assigns all right, title, and interest, including any copyright or other intellectual property rights in or to the work, to County. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of County and shall be delivered by Contractor to the Contract Administrator within seven (7) days after termination of this Agreement; provided that Contractor may retain any and all reports and documents that are stored on electronic or on email backup systems or that are required to be retained by the Contractor in order to comply with its internal compliance policies, professional responsibility requirements, regulatory requirements or applicable law. Any compensation due to Contractor may be withheld until all documents are received as provided in this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

11.3. Public Records. To the extent Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor shall:

11.3.1. Keep and maintain public records required by County to perform the services under this Agreement;

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11.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

11.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

11.3.4. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers the records to County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Contractor will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, Contractor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Contractor as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) _____, @BROWARD.ORG, 115 S. ANDREWS AVE., SUITE __, FORT LAUDERDALE, FLORIDA 33301.

11.4. Audit Rights and Retention of Records. County shall have the right to audit the books, BCF #101 (Rev. 07.01.2018)

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records, and accounts of Contractor and its Subcontractors that are related to this Agreement. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or its Subcontractor shall make same available in written form at no cost to County.

Contractor and its Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Contractor hereby grants County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Contractor in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Contractor in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Contractor.

Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

[Notwithstanding the foregoing, 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.](#)

11.5. Independent Contractor. Contractor is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services under this Agreement, neither Contractor nor its agents shall act as officers, employees, or agents of County. Contractor shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a party to this Agreement and in the capacity as owner of the Project. In the event County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to County's regulatory authority as a

governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a party to this Agreement.

11.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

11.8. Third-Party Beneficiaries. Neither Contractor nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.9. Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County [REDACTED]
Attn: [REDACTED]
Governmental Center, Room [REDACTED]
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: [REDACTED]

FOR CONTRACTOR:

[REDACTED]
[REDACTED]
[REDACTED] 4
Email address: [REDACTED]

11.10. Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for subcontracting approved by County in advance, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of County. If Contractor violates this provision, County shall have the right to immediately terminate this Agreement.

Commented [SD8]: TD Bank Comment 7/2/19: This is covered in the CMMA Section 23

11.11. Conflicts. Neither Contractor nor its employees shall have or hold any continuing or

frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of Contractor's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by

court process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of his or her expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. In the event Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Contractor shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

11.12. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

11.13. Compliance with Laws. Contractor and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, [Section 504 of the Rehabilitation Act of 1973](#), and any related federal, state, or local laws, rules, and regulations.

11.14. Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.15. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

11.16. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

11.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated

in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions Cash Management Master Agreement Exhibit contained in Articles 1 through 11 shall prevail and be given effect.

11.18. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

11.19. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Contractor.

11.20. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

11.21. HIPAA Compliance. ~~County has access to protected health information ("PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. In the event Contractor is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Contractor shall fully protect individually identifiable health information as required by HIPAA or HITECH and, if requested by County, shall execute a Business Associate Agreement in the form set forth at <http://www.broward.org/Purchasing/Pages/StandardTerms.aspx>. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Contractor shall handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other laws, include in its "Notice of Privacy Practices" notice of Contractor's and County's uses of client's PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or earlier termination~~

~~of this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractors.~~

~~11.22-11.21. Payable Interest~~

~~11.22-1-11.21.1. Payment of Interest.~~ County shall not be liable to pay any interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

~~11.22-2-11.21.2. Rate of Interest.~~ If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

~~11.23-11.22. Incorporation by Reference.~~ Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

~~11.24. Prevailing Wage Requirement. If construction work in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) is required of, or undertaken by, Contractor as a result of this Agreement, Section 26-5, Broward County Code of Ordinances, shall be deemed to apply to such construction work. Contractor shall fully comply with the requirements of such ordinance and shall satisfy, comply with, and complete the requirements set forth in Exhibits [redacted] and [redacted].~~

~~11.25-11.23. Counterparts and Multiple Originals.~~ This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

~~11.26-11.24. Use of County Logo.~~ Contractor shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

~~11.27-11.25.~~

~~11.28-11.26. Living Wage Requirement.~~ If Contractor is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Contractor agrees to and shall pay to all of its employees

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Commented [SD9]: TD Bank response 8/6/19: Deleting as Broward has indicated that this provision is not relevant for this contract.

Commented [SD10]: TD Bank Response 8/6/19: This relates to construction contracts which is not relevant to this agreement.

Commented [SD11]: TD Bank Response 8/6/19: 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 Section 11.27. A copy of TD Bank's policy is attached. However, because of the specific requirements, 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 Broward County accept its commitment to maintaining a Drug-free workplace, as outlined in the TD Bank Drug and Alcohol Abuse Free Workplace policy. Please refer to the comments in the Drug Free Certification that speaks to TD's current practice.

providing" covered

services,” as defined in the ordinance, a living wage as required by such ordinance, and Contractor shall fully comply with the requirements of such ordinance. Contractor shall ensure all of its Subcontractors that qualify as “covered employers” fully comply with the requirements of such ordinance.

[DELETE IF NOT A “COVERED CONTRACT” AT TIME OF CONTRACT AWARD]

~~11.29-11.27.~~ Workforce Investment Program. This Agreement constitutes a “Covered Contract” under the Broward Workforce Investment Program, Section 19.211, Broward County Administrative Code (“Workforce Investment Program”). Contractor affirms it is aware of the requirements of the Workforce Investment Program and agrees to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth the Workforce Investment Program, including by (a) publicly advertising exclusively with CareerSource Broward for at least five (5) business days any vacancies that are the direct result of this Agreement (whether those vacancies are with Contractor or its Subcontractors) and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement. Until at least one year after the conclusion of this Agreement, Contractor shall maintain and make available to County upon request all records documenting Contractor’s compliance with the requirements of the Workforce Investment Program, and shall submit the required Workforce Investment Reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this Agreement. Failure to demonstrate good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal shall constitute a material breach of this Agreement.

[DELETE IF NOT APPLICABLE]

~~11.30-11.28.~~ Additional Security Requirements. Contractor shall comply with ~~Port Everglades Security Requirements~~ ~~Airport Security Requirements~~ ~~ETS Security Requirements~~ attached hereto and incorporated herein as Exhibit ~~___~~.

[DELETE IF NOT APPLICABLE]

~~11.31.~~ Federally Funded Contracts. Contractor shall comply with the Federally Funded Contracts ~~11.29.~~ Requirements attached hereto and incorporated herein as Exhibit ___.

(The remainder of this page is intentionally left blank.)

Commented [SD12]: TD Bank Response 8/6/19: Due to the specifics included in the proposal, TD Bank is unable to comply with the Living Wage Policy as defined. Please note, in April 2018 TD Bank established a minimum hourly rate of \$15.00 per hour for all hourly employees.

Commented [SD13]: TD Bank Response 8/6/19: TD cannot agree to the Workforce Investment Program. At TD Bank, our mission is to attract, hire, develop and retain the best diverse workforce that reflects the people, cultures and languages of the communities that we serve. We post all our open positions on TDBank.com and with Direct Employers. Direct Employers is a service that posts all of our open positions to State Workforce Centers, CareerOneStop Centers and Veterans and Disabled Veterans Centers closest to where the job is located. TD Bank also attends job fairs at various colleges and universities.

TD Bank is an Equal Employment Opportunity Employer, committed to recruiting, hiring, training and promoting for all job classifications without regard to race, color, religion, sex, age, national origin, ancestry, creed, citizenship, alienage, marital status, sexual orientation, gender identity and/or expression, physical or mental disability, veteran status, whistleblower status, or any other characteristic protected under federal, state, or local law.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement:
BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through
its Mayor or Vice-Mayor authorized to execute same by Board action on the [redacted] day of
[redacted], 20[redacted] and Contractor, signing by and through its
[redacted] duly authorized to execute same.

COUNTY

ATTEST:

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

Insurance requirements approved by Broward
County
Risk Management Division:

By: _____

Name: _____

Title: _____

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____

[redacted] day of [redacted], 20[redacted]

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
[redacted] (Date)
Assistant County Attorney

By: _____
[redacted] (Date)
Deputy County Attorney

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_____.doc
6/1/2018

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AGREEMENT BETWEEN BROWARD COUNTY AND _____ FOR

CONTRACTOR

WITNESSES:

CONTRACTOR NAME

Signature

By: _____
Authorized Signor

Print Name of Witness above

Print Name and Title

Signature

____ day of _____, 20____

Print Name of Witness above

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

EXHIBIT A
Scope of Services

Contractor and County agree that Contractor shall provide the following Services under this Agreement:

1. Project Request

[Identify in common business language County's need and the functionality and solution provided by the Software and related services.]

2. Services Description

3. Technical Approach

A. **Phases.** The Services will be provided in the following Phases:

B. **Implementation.**

C. **Equipment.**

Contractor shall provide the following equipment:

[Itemize equipment]

D. **Project Schedule**

Contractor shall comply with the following Project Schedule, unless otherwise approved in advance by Contract Administrator:

[Insert detailed schedule]

4. Managerial Approach

Contractor will ensure that the persons responsible for Contractor's performance of the Services under this Agreement and, to the extent applicable, identified below (collectively "Key Personnel") are appropriately trained and experienced and have adequate time and resources to

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perform in accordance with the terms of this Agreement. To the extent Contractor seeks or is required to make any change to the composition of the Key Personnel, Contractor will provide County with thirty (30) days' advance written notice (or as much advance notice as is possible if thirty (30) days' notice is not possible) regarding such changes and the management plan associated with such changes. County shall not be responsible for any additional costs associated with a change in Key Personnel.

The Key Personnel shall be as follows:

[LIST KEY PERSONNEL FOR CONTRACTOR]

The following training will be provided as part of the Services under this Agreement:

[List training courses, types (e.g., "train the trainer"), minimum hours/attendees, etc.]

[Add any other provisions for how the project will be managed to a successful conclusion.]

5. Communication & Reports

[Establish an effective way to communicate the current project status and to share pertinent information. Project leads should provide a brief status report that details the progress of tasks along with an updated Project Schedule. All individual reports and schedules should be combined into a master version to generate an overall initiative status report.]

A. Meetings/Communication

B. Required Reporting

6. Deliverable Products and Services

Contractor shall provide the following Deliverables, which shall be considered accepted by County only upon written notice by Contract Administrator that the Deliverable meets the applicable Acceptance Criteria.

No.	Deliverable	Deadline	Acceptance Criteria

No.	Deliverable	Deadline	Acceptance Criteria

7. Optional Services:

[This section spells out any optional services County may seek to purchase.]

EXHIBIT B
Payment Schedule

The rates specified below shall be in effect for the entire term of the Agreement, including any renewal or extension term(s), unless otherwise expressly stated below. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B.

Table A: Deliverables/Phases Payment

Description	Retainage	Total Deliverable Amount (including retainage)
Deliverable 1: _____	___%	\$ _____
Deliverable 2: _____	___%	\$ _____

Deliverables shall only be invoiced upon satisfactory completion of the applicable Deliverable as evidenced by written approval by the Contract Administrator. The invoice amount shall be the Total Deliverable Amount minus the applicable Retainage.

Table B: Hourly Services/Payment

Staff/Personnel	Rate per Hour
Title/Role	\$ _ /hour
Title/Role	\$ _ /hour

Table C: Deliverable Not to Exceed Amounts

Phase/Service	Deliverable	Rate	Retainage (if applicable)	Not-to-Exceed Amount (including retainage)
Phase I	Pre-Project Training	Hourly Fee per Table B	10%	\$ _____
Phase I	Kick-off	Fixed Fee per Table A	10%	\$ _____
Phase II				

Table D: Reimbursable Expenses (subject to Florida Statutes Section 112.061)

Reimbursable Expenses	Not-to-Exceed Amount
Travel	\$ _____
Per Diem (meals, lodging, etc.)	\$ _____
Printing, reproduction, or photography	\$ _____
Testing costs	\$ _____
Fees paid to regulatory agencies	\$ _____
Other miscellaneous expenses	\$ _____

[Include the following Prevailing Wage Rates section if this Project is not federally funded and for construction services in excess of \$250,000]

Prevailing Wage Rates: Pursuant to Section 26-5, Broward County Code of Ordinances:

1. The rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in a like construction industry as determined by the Secretary of Labor and as published in the Federal Register (latest revision).
2. All mechanics, laborers, and apprentices, employed or working directly upon the site of the work shall be paid in accordance with the above-referenced wage rates. Contractor shall post notice of these provisions at the site of the work in a prominent place where it can be easily seen by the workers.
3. If the Parties cannot agree on the proper classification of a particular class of laborers or mechanics or apprentices to be used, the Contract Administrator shall submit the question, together with its recommendation, to the County Administrator for final determination.
4. In the event it is found by the Contract Administrator that any laborer or mechanic or apprentice employed by Contractor or any Subcontractor directly on the site of the work has been or is being paid at a rate of wages less than the rate of wages required by the ordinance, the Contract Administrator may (1) by written notice to Contractor terminate its right to proceed with the work or such part of work for which there has been a failure to pay the required wages; and (2) prosecute the work or portion to completion by contract or otherwise. Contractor and its sureties shall be liable to County for any excess costs occasioned to County in connection with such work.
5. These provisions shall apply to Contractor and any Subcontractors.
6. Contractor shall maintain payrolls and basic records relating to the payrolls during the course of the work and shall preserve such records for a period of three (3) years after the

completion of the work. Such records shall contain the name and address of each such employee; the employee's current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid.

7. Contractor shall submit, with each requisition for payment, a signed and sworn "Prevailing Wage Statement of Compliance" attesting to compliance with Broward County Ordinance No. 83-72. The Statement shall be in the form attached as Exhibit ____.

8. The Contract Administrator may withhold or cause to be withheld from Contractor as much of the payments requisitioned as may be considered necessary to pay the required full amount of wages to laborers and mechanics, including apprentices, trainees, watchpersons, and guards employed by Contractor or any Subcontractor on the work.

9. If Contractor or any Subcontractor fails to pay any laborer, mechanic, or apprentice employed or working on the site of the work all or part of the wages required by this Agreement, the Contract Administrator may, after written notice to Contractor, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

EXHIBIT C
Minimum Insurance Requirements
[Use form provided by Risk, not Contractor]

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EXHIBIT D
WORK AUTHORIZATION FOR AGREEMENT _____

Contract Number: _____
Work Authorization No. _____

This Work Authorization is between Broward County and _____ ("Contractor") pursuant to the Agreement, executed on _____. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

Services to be provided: [DESCRIBE IN DETAIL]

[Simple summary]

See Exhibit A for additional detail.

Agreement at issue is ___ Lump Sum/ ___ Not-to-Exceed in the amount: \$ _____

The time period for this Work Authorization will be from the date of complete execution until _____ (____) days after County's Notice to Proceed for the Services to be provided under this Work Authorization, unless otherwise extended or terminated by the Contract Administrator.

Fee Determination: Payment for services under this Work Authorization is as follows:

Services	\$ _____
General Services	\$ _____
Goods or Equipment	\$ _____
Total Cost of this Work Authorization	\$ _____

The foregoing amounts shall be invoiced by Contractor upon written acceptance by County of all goods and services provided under this Work Authorization.

County

_____	Contract Administrator	_____	Date
Project Manager	_____	Board or Designee	_____
_____	Date	_____	Date

Contractor

_____	Signed	_____	Date
Attest	_____	Typed Name	_____
_____	_____	Title	_____

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EXHIBIT
Prevailing Wage Statement of Compliance
(Prevailing Wage Rate Ordinance No. 83-72)

No. _____

Agreement No. _____ Project Title _____

The undersigned Contractor hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by Section 26-5, Broward County Code of Ordinances, and the applicable conditions of this Agreement.

Dated _____, _____, _____
Contractor

By _____
(Signature)

By _____
(Name and Title)

STATE OF)
)
COUNTY OF)

Sworn to (or affirmed) and subscribed before this _____ day of _____, _____,
by _____ who is personally known to me or who has produced
_____ as identification.

(NOTARY SEAL)

Signature of Notary Public

Print, Type or Stamp Name of Notary

EXHIBIT
CBE Subcontractor Schedule and Letters of Intent
[Applicable when agreement has assigned CBE goals]

Contractor represents that the CBE participants referenced in the attached Letters of Intent have agreed by written subcontract to perform the percentage of work amounts set forth and that the following information regarding participating Subcontractors is true and correct to the best of his or her knowledge.

EXHIBIT
Certification of Payments to Subcontractors and Suppliers

RLI/Bid/Contract No. _____
Project Title _____

The undersigned Contractor hereby swears under penalty of perjury that:

1. Contractor has paid all Subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with the "Compensation" article of this Agreement, except as provided in paragraph 2 below.
2. The following Subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor or supplier's name and address	Date of disputed invoice	Amount in dispute

3. The undersigned is authorized to execute this Certification on behalf of Contractor.

Dated _____, 20____

Contractor

By _____
(Signature)

By _____
(Name and Title)

STATE OF)
)
COUNTY OF)

Sworn to (or affirmed) and subscribed before this _____ day of _____,
by _____ who is personally known to me or who has produced
_____ as identification.

Signature of Notary Public

(NOTARY SEAL)

Print, Type or Stamp Name of Notary

EXHIBIT A Scope of Services

Contractor and County agree that Contractor shall provide the following Services under this Agreement:

[Identify in common business language County's need and the functionality and solution provided by the Software and related services.]

1. Project Request

TD Bank, N.A. will provide the Broward County Board of County Commissioners the following services:

- TD eTreasury Services
- TD ACH Origination Services
- TD Wire Transfer Services
- TD Zero Balance Account Services
- TD Digital Express Services
- TD Full Reconciliation Services
- TD Partial Reconciliation Services
- TD Deposit Reconciliation Services
- TD Currency Processing Services
- TD Controlled Disbursement Services
- TD Paymode-X
- TD ACH/EDI Receiving Maintenance (EDI Services)
- TD Positive Pay Services
- TD Check Imaging
- TD ACH Debit Block and Filter
- TD ACH Fraud Control Services (ACH Positive Pay)
- TD Lockbox Services
- TD eLockbox Services (Payment Aggregation)
- TD Safekeeping/Custodial Services

TD Bank offers the Broward County Board of County Commissioners our **Municipal Advantage Plus Checking Account** model. This solution allows interest to be applied to all accounts for balances kept in-excess of the balances required to offset service charges.

The County will earn a competitive Earnings Credit Rate of **1.95%** in the recommended Municipal Advantage Plus Checking Account. Any balances in-excess of the Compensating Balance required to offset Treasury Management Services would be eligible for Interest Earnings. These balances would earn a managed interest rate of **1.95%**.

TD Bank's ECR and interest rates are not directly tied to any specific financial market rate at this time. We utilize a "managed" rate method of determining ECR and interest each month. In the management of these rates, a central leadership rate committee examines competitive data and various indices, including US Treasury Bill, short-term auction rates, monthly average short-term LIBOR, Fed Funds and other investment/economic barometers to determine when changes to TD Bank's ECR & Interest rate is required.

Rates are established each month based on real-time positions in these indices and are tempered by historic and emerging trends or events. TD Bank reserves the right to change its rate and methodology from time to time in its sole and absolute discretion without regard to any external interest rate index or market conditions.

TD Bank, along with most of the industry, moved away from index based pricing. We do have the technical capability to offer indexed rates should the market return to offering these products; but at this time, we do not anticipate any indexed rate products.

Accounts are analyzed collectively each month to establish the total Investable Balance and Service Charges.

Investable Balance = Collected Balance

Balance Required to Offset Services = $\frac{\text{Service Charges}}{\text{Earnings Credit Rate} \times \text{Days in Month} \div 365}$

The Earnings Credit will be applied on your TD Bank account analysis statement to offset fees incurred during the monthly cycle. Typically, the reserve requirement is 10% of the average ledger balance; however, as part of our deep commitment to the County, **we are waiving the reserve requirement.**

In addition to the reserve requirement waiver, TD Bank offers the Broward County Board of County Commissioners a **90 day waiver of all fees** to assist with the County's transition along with **\$2,000.00 in banking supplies.**

TD Bank has provided the completed Proforma Pricing Schedule excel as a separate attachment per the County's request. Please be advised that pricing provided in the completed Proforma Pricing Schedule is based on line items that correlate with TD Bank's line items. ***Additional fees and line items will apply based on the products and services requested of TD Bank by the County which may not correlate with the line items outlined in the Proforma Pricing Schedule or may not be currently applied to the County.***

TD Bank has outlined these additional items below for the County's convenience:

Description	Line Item Description	Service Code	AFP Code	Proposed Price (Per/Unit)
ZBA Credit Transfer	Per Transaction fee for each Zero Balance transfer credit made	01022	010111	\$0.08
ZBA Debit Transfer	Per Transaction fee for each Zero Balance transfer debit made	01023	010110	\$0.08
Drawn Against Uncollected (DAU)	Drawn Against Uncollected (DAU) fee is assessed in Account Analysis when an account enters a negative collected balance position. A negative collected balance results when debits are posted that exceed available collected balance in an account	00214	000214	Prime+4%
Return Checks First Presentment ¹	Charge for returning and/or refusing to pay checks presented against a demand deposit account.	150320	10452	\$6.00
Overdraft Per Item - Paid	Charge for handling and processing checks presented against a demand deposit account which has insufficient funds to cover the checks. The checks may be paid or returned.	15345	150341	\$35.00
Overdraft Per Item - Return	An Overdraft (OD) occurs when an item is presented on an account that does not have sufficient funds of any kind to cover them.	15326	150340	\$35.00
Uncollected Per Item - Paid	When a decision is made to pay items that come into an account that does not have a collected balance to cover those items the items are assessed a fee.	15352	150341	\$35.00
Uncollected Per Item - Return	Uncollected Funds (UNC) occur when an item is presented for payment against funds that have been deposited to an account that are not collected due to a float or Reg CC hold.	15332	150340	\$35.00
Stop Payment - Manual	Charge for placing stop payments. Instructions are issued by the customer via telephone, letter or other non-electronic mode.	15420	150420	\$38.50
TD eTreasury Base Package Maintenance - Gold	Bundled charge for maintaining a service that provides reports for domestic accounts via the Internet. This is a fixed charge.	44102	40005Z	\$46.00
TD eTreasury – Balance Reporting Accounts (Gold)	Charge for maintaining a service that provides previous day summary level (ledger, collected, etc.) balance and debit and/or credit transaction detail reports for domestic accounts via the Internet. This is a fixed charge.	44108	400052	\$6.00
TD eTreasury – Transaction Records (Gold)	Charge for reporting previous day summary level (ledger, collected, etc.) balance info. and debit and/or credit transaction detail for a domestic account via the Internet. This is often used for per unit detail item, line, report, or file size charges.	44107	400272	\$0.06

TD eTreasury – SecurID Token	Per user charge for providing online access for TD eTreasury.	44126	409999	\$4.00
TD eTreasury – ACH Initiated	Charge for processing an ACH debit or credit transaction initiated by the customer.	44112	250102	\$0.0840
TD eTreasury – ACH Initiated - International	Charge for processing an ACH debit or credit transaction initiated by the customer.	44113	25010P	\$1.20
TD eTreasury – ACH Addenda Record Initiated	Charge for processing reference information associated with the origination of an ACH transaction.	44111	250120	\$0.08
TD eTreasury – ACH Transaction Reversal	Charge for sending a reversing entry via the ACH network for an item already released.	44115	250640	\$12.00
TD eTreasury – ACH Batch Reversal	Charge for sending a reversing entry via the ACH network for an item already released.	44114	250640	\$20.00
TD eTreasury – Issue/Cancel Transactions	Per item charge for handling and processing check issuance information supplied to the bank via transmission. Issuance information is required by the bank in order to provide full disbursement reconciliation services.	44151	200201	\$0.20
TD eTreasury – Extended Image Search	Charge for providing a 7-year transaction inquiry report according to customer-specified parameters (e.g., date range, dollar amount) for a domestic account via the Internet. Transaction report may include deposited items and deposit slips.	44125	400340	\$6.80
Wire Transfer Outgoing (Manual) - Domestic	Outgoing domestic wires generated by Lotus Notes . Fee for processing a wire transfer initiated by telephone, letter or other non-electronic mode where the debit account is pre-set, but the transferred dollar amount and the credit instructions may vary.	35203	350202	\$16.80
Wire Transfer Outgoing (Manual) – International USD	Outgoing International USD wires generated by Lotus Notes. Fee for processing a wire transfer initiated by telephone, letter or other non-electronic mode where the debit account is pre-set, but the transferred dollar amount and credit instructions vary.	35210	350202	\$18.80
Wire Transfer Outgoing (Manual) – International FX	Outgoing FX wires generated by Lotus Notes. Fee for processing a wire transfer initiated by telephone, letter or other non-electronic mode where the debit account is pre-set, but the transferred dollar amount and the credit instructions may vary.	35208	350202	\$17.60
Drawdown Reverse Outgoing	Drawdown Reverse Outgoing Wire; Charge for processing a Fedwire transfer in response to a drawdown request received from another bank. The bank has instructions from the customer to honor such requests.	35521	350300	\$15.40
Wire Transfer Incoming – Exceptions	Incoming Domestic Wire manually processed; Charge for posting and handling a Fedwire transfer received for the customer's account.	35700	350560	\$19.00

Call Out – Incomplete/NSF Wire	TMSS Support notification call for wires held due to unavailable funds; Charge for investigating the disposition of a funds transfer (incoming or outgoing) at the customer's request.	35805	350560	\$8.00
ACH Returns File Transmission - Ftx	Charge per transmission of outbound information for ACH such as NOCs/Return reporting.	25334	250400	\$8.00
Bank Assisted NOC Correct Surcharge	Charge per transaction for assisting Customers who do not correct their own ACH NOC, that the Bank will perform this on their behalf. If the customer does not correct, TD Bank will correct on their behalf.	25851	251002	\$0.80
ACH EDI Research	Charge for investigating an ACH transaction.	25605	251010	\$50.00
Deposit Reconciliation Maintenance	Fee for deposit recon services, which involve reporting deposit detail by location to the customer. Customer has multiple locations depositing into a single account using deposit tickets encoded with a unique identifying number in the MICR line.	15002	100600	\$21.00
Full Reconciliation w/ Positive Pay Maintenance	Monthly maintenance fee for an account that is receiving both full recon and positive pay services.	20017	159999	\$40.00
Issue File Transmission (Tier 1: 1-10)	Per file transmission fee for sending check issuance files to the bank. This applies to both full recon and positive pay accounts.	20201	200201	\$8.00
Issue File Transmission (Tier 2: 10+)	Per file transmission fee for sending check issuance files to the bank. This applies to both full recon and positive pay accounts.	20201	200201	\$0.00
CD-ROM Per Item	Charge for capturing images of paid checks.	15503	151351	\$0.032
CD-ROM Additional Account	Charge per additional account per CD-ROM.	15502	151353	\$4.40
Digital Express – Additional Scanner	Charge for leasing of the remote deposit scanner hardware.	10905	101334	\$24.00
Dunbar – Non-Standard Order	Currency/Coin ordered via the vault. This fee is per order in addition to the Currency Order fee for orders based on partial boxes and partial straps.	10622	100143	\$5.00
Dunbar – Wrapped Coin To Be Broken	Per bag fee for any vault coin deposit that contains rolled coin.	10626	100110	\$8.00
Dunbar – Late/Manual Order	Per order charge for currency/coin order placed after the deadline for next day delivery or one that requires same day delivery	10627	100143	\$32.50
Retail Box Rental	Pass through charge for out-of-pocket expenses related to renting a post office box to receive retail lockbox remittances.	70103	050012	\$130.00

Retail Batch Preparation	Cost per batch processed (transactional, check only, correspondence, etc.).	70112	05020Z	\$0.56
Retail Image Transmission Maintenance	Per disk/CD/media device charge for providing lockbox images to the customer on some form of electronic media (CD Rom, DVD, diskette).	70183	050420	\$100.00
Retail Image Transmission Item	Per disk/CD/media device charge for providing lockbox images to the customer on some form of electronic media (CD Rom, DVD, diskette).	70184	050425	\$0.008
Retail – Stop File – Per Item	Per item included in stop file.	70126	050234	\$0.008
Retail – Web Access Maintenance	Charge for transmitting detailed remittance information to the customer via the Internet.	70140	050424	\$48.00
Retail – Retail Web Per Item	Per image loaded to lockbox online site; equal to Remittance per Item volume plus Document Image Capture.	70175	050424	\$0.008
Retail – Extended Web Archive Maint	Monthly charge per lockbox configured for retention longer than the standard 365 days - usually 7 years.	70190	050424	\$20.00
Retail – Retail Web Per Item 7 year	Charge for transmitting lockbox images to the customer via the Internet.	70181	050424	\$0.018
LBX-760-Online Decision Trans Per Image	Charge per image contained in online decision transaction.	076003	999999	\$0.29
LBX-760-Web DDL Processed Item-Per Image	Per Online Image of Check for WEB DDL.	76001	050428	\$0.015
LBX-760-Non-Check Scanned Item-Per Image	Charge per image of scanned non-check item.	76005	050428	\$0.04
LBX 740 MAM File Validation	If a biller sends in a file of customers they have billed and ACI compares it to payments made to make sure the information is valid.	74003	50001	\$80.00
LBX 740 Internet Payments Tier 1 (0-250,001)	Per transaction fee for each payment made to our customers from their customers Billpay sites.	74005	50099	\$0.26
LBX 740 Internet Payments Tier 3 (750,002+)	Per transaction fee for each payment made to our customers from their customers Billpay sites.	74005	50099	\$0.018
LBX 740 Web Cust Serv Interface Tier 1 (0-25,000)	Per transaction fee for use of online tool to review reports that are provided to identify the details of the payments received.	74006	50099	\$0.1480
LBX 740 Web Cust Serv Interface Tier 2 (25,001-75,000)	Per transaction fee for use of online tool to review reports that are provided to identify the details of the payments received.	74006	50099	\$0.1360
LBX 740 Web Cust Serv Interface Tier 3 (75,000-250,000)	Per transaction fee for use of online tool to review reports that are provided to identify the details of the payments received.	74006	50099	\$0.1080
LBX 740 Web Cust Serv Interface Tier 4 (250,001+)	Per transaction fee for use of online tool to review reports that are provided to identify the details of the payments received.	74006	50099	\$0.096

2. Services Description

TD A/R Management Direct – Accounts Receivables Solutions

TD Digital Express

Save time by depositing checks on your schedule. TD Digital Express allows you to scan and send all of your check deposits from any of your locations, without coming to a TD Bank Store.

Connect your TD Digital Express scanner to a PC that meets system requirements and you're ready to go. Simply enter your deposit total and load a batch of checks into the scanner. The scanner reads the checks, verifies the total against your total entered and sends the information to TD Bank via secure online connection. Deposits received before 9 pm EST are credited to your account the same business day.

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

TD Wholesale Lockbox

Lockbox services enable your organization to optimize available funds, improve customer service, and systematically update accounting systems by having the bank process receivables daily through the use of designated lockboxes.

Quality lockbox service starts with the production staff. TD Bank has a quality conscious staff with long term associates who are well versed in processing detailed client instructions. The TD Bank workflow is designed to provide a high level of dedication through a team approach to process assigned clients. Through dedicated client assignment, the processing associates become familiar with all aspects of the client workflow and provide a consistent quality service to the client. This workflow approach also contributes to a higher level of accountability with the processing associate to support greater levels of accuracy.

TD Bank recognizes the need to be flexible. Our expert lockbox team will work closely with your team to design the most effective processing solution. As with all TD Bank services quality is a primary focus of the lockbox process. TD Bank quality levels consistently exceed industry standards and are supported by a dedicated team of service professionals.

The TD Bank lockbox workflow consists of the following primary processes:

1. **Mail Receipt** – Collection of work from the designated post office box. This process will be supported through the use of both internal and external couriers providing transportation services (e.g. mail retrieval and delivery).
2. **Data Prep** – The mail will be opened, sorted and prepped for image capture as per the client's defined processing instructions.
3. **Image Capture** – Client transactions are captured on high speed image capture devices. Images will be utilized to support additional workflow processes such as manual data capture, balancing and to support image based output services.
4. **Transaction Repair** – Manual review and repair of capture data including check information. TD Bank's lockbox product offers the ability to provide look-up capability as well as access the client's system to acquire client account information to facilitate posting.
5. **Data Capture** – Data entry functions to support non financial data capture of check or invoice information.
6. **Deposit Processing** – Generate client payment deposit to support funds availability.
7. **Output File Generation** – Supports delivery of client output data including daily reporting and electronic data files. TD Bank is able to support your requirement of BAI output format.
8. **Online Services** – Detailed lockbox transaction data is available intra-day via secure internet access. Transaction information is available to support timely research, same day exception processing and online-decisions, and deposit reporting. Online services expedite transaction information delivery, minimize exceptions, and provide an automated archive solution.
9. **Exception Processing** – TD Bank Lockbox processing employs a systemic approach for processing exception items. The procedures that are followed to process the work is based on a collaborative effort between the Bank and the client. The following procedures will be maintained:
 - Mail will be reviewed and sorted to distinguish items that are to be reviewed and decisioned
 - "Acceptable" items will be captured and processed via the lockbox platform.
 - "Decisioned" items will be captured in a unique job via the lockbox platform. The "client" will be granted access to TD Bank's lockbox web portal to decision and/or provide disposition information to the Bank for same-day processing.
10. The client will classify transaction decision criteria.

TD Retail Lockbox

TD Retail Lockbox allows you to optimize your available funds, improve customer service, and systematically update your accounting system by having the bank process your receivables daily through the use of a designated lockbox. By using TD Retail Lockbox you will optimize your available funds due to minimizing the float associated with the conversion of receivables into cash.

To allow for data capture in the bank's lockbox processing system, your bills or coupons will need to be created using optical character recognition (OCR) technology. Daily contents of your lockbox will be collected from one of our Post Office locations from Maine to Florida then processed and deposited into your checking account.

Benefits for TD Retail Lockbox include:

- Daily deposits accelerate the collection time on available funds
- Improves the availability of funds
- Daily reporting via transmission to update your accounts receivable system
- Improves your customer service by processing payments quicker
- Exception items are easily identified

TD Payment Aggregation (eLockbox)

TD Payment Aggregation Service consolidates electronic payments made to our customers via financial institutions online bill pay and third parties such as Moneygram. These electronic payment transactions must be distributed to the service provider (the biller) in order to credit the payment to the consumer's account, to update the biller's receivable system, etc. Also the funds associated with the electronic payment transactions must be deposited into a biller's account. If there is no mechanism in place for a financial institution to distribute the electronic payment transactions to a biller and to deposit funds, a paper check must be generated and mailed, delaying the credit of the payments and funds to the biller.

This solution is supported by ACI and is known as eLockbox. Below is a list of key elements of TD Payment Aggregation:

- Consolidates a biller's electronic payments from:
 - All financial institutions supported by ACI and from the biller's environment via ACI's payment applications.
 - Third parties including payment concentrators and most of the largest financial institutions.
- Performs extensive validation on the biller name/address and biller account provided by a payer to improve the postability of the payment.
- Disburses the payment transaction records to the biller from a single interface i.e. a file .
- Initiates a single ACH credit to settle directly into the biller's bank account, in most scenarios –i.e. ACI uses a "good funds" model that funds the biller when it is confirmed that the payment is good.

This enables billers to forgo paper checks or multiple payment instruction files and offers a simplified method of reconciling and managing accounts receivable. Payment Aggregation can deliver payment transaction records in one of two ways:

An electronic file that is custom-formatted according to the biller's proprietary system requirements. This is called "eLockbox Direct Link". Online report through the eLockbox administrative interface. This is called "eLockbox Web ACH".

Benefits for TD Payment Aggregation include:

- For eLockbox Direct Link billers with multiple business entities (called divisions), the lockbox file can be segmented into a batch (i.e. group of records) per business entity.
- eLockbox clients are established in ACI's Electronic Biller Directory, enabling them to accept electronic payments from customers at over a significant number of financial institutions.

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 one of four major providers
- Flexible scheduling may be possible to meet the needs of your business
- Next day delivery of currency/coin orders submitted by 11am
- Video surveillance systems monitor all processing
- High speed currency and coin counting equipment for optimum efficiency
- Automated touch tone phone system for change order requests

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 Full Reconciliation

Full Reconciliation Services will provide you with a detailed reconciliation statement including a listing of checks paid, checks outstanding, stops, cancelled checks, debits, credits and DDA settlement. Your reconciliation statement can be prepared weekly, bi-weekly, or monthly to coincide with your bank statement.

To allow for data capture in the bank's reconciliation system, you will need to have a check serial number MICR encoded on all checks.

Monthly, or on a predetermined schedule, you will transmit to the bank a file of checks issued. Your check issue files must include check number, date of issue, amount, payee and account number.

Once the bank receives your issue files we will match your checks issued against your checks paid to produce an "outstanding check issue report." Before your service can begin, we will need to establish a test transmission to ensure the file layout and transmission are ready to process at the time of your first reconciliation.

Five business days after we receive your last issue file, you will receive your reconciliation statement and outstanding check issue report.

Benefits of TD Full Reconciliation include:

- Consolidated statement of outstanding checks
- Significant time savings is realized in reconciling bank statements
- Processing schedules to meet your needs
- Special daily reports are available upon request
- Provides the option of paying for services by maintaining compensating balances or by direct charge through account analysis

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 PM Eastern Time.

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 5 times a day at: 9:00 AM, 11:00 AM, 1:00 PM, 3:00 PM and 4:30 PM.

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:

- One daily presentment
- 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 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.

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 clients' 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 reconcilements

TD Same-Day ACH Origination

TD Bank offers Same-Day ACH debit and credit origination services, a new payment option that allows for faster processing of certain high-priority, low-value electronic payments using the ACH network. With this service, eligible business clients may originate domestic ACH entries each valued at \$25,000 or less for processing on the same day when the entries are submitted by noon of the effective entry date of the batches. Same Day ACH excludes International ACH Transaction (IAT) payment types.

TD Wire Transfer Services

Wire transfers can be initiated electronically through TD eTreasury while maintaining appropriate payment initiation controls. User profiles established by the system administrator govern the level of wire authority for each user (create, approve, create templates, etc.) and associated dollar limits. As an enhanced security feature, dual control is required for all wires.

On TD eTreasury, current day wires with a Fedwire payment method must be submitted by 5:00 p.m. EST. International foreign currency wires must be submitted by 3:00 p.m. EST. US Fed Tax payments must be submitted by 4:00 p.m. EST. Due to the nature of international wires in foreign currency, same day settlement cannot be guaranteed. Users may elect to create a payment instruction status alert in eTreasury to notify them when a wire is pending their approval, and this alert will be sent directly to your work email address. Additional alerts are available for receipt of an incoming or outgoing wire, etc. Email wire notifications directly from our wire system are also available.

TD eTreasury also allows you to create free-form (non-repetitive) wires and save repetitive templates. Repetitive wires use templates to store almost all of the information needed to send a wire. Typically, the only information that you 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.

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)

Our TD eTreasury system offers 365-day storage of detailed banking history for all of your accounts including balances, transactions, images of all paid checks, deposit items, deposit tickets, and returned items organized by date and by account. Search fields also include transaction type, dollar amount, dollar range, bank/client reference, serial number, date, and date range. In addition, 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 provides efficient features for immediate access to account information. Through our online platform, items are processed in real-time and post to your account at the time they are presented.

TD eTreasury will provide you with 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 with images, ACH & Wire Reports with full addenda information, Audit Reports, Controlled Disbursement 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, returned items, and Controlled Disbursement activity. Online images of deposit items and deposit tickets are available through TD eTreasury along with Current and Prior-day Balance and Transaction Reporting.

TD eTreasury also offers a wide array of industry standard and customizable formats for download, including Excel. Information is available for download in the following formats:

- BAI
- CSV
- XML
- PDF
- Word
- Excel
- PowerPoint

- QuickBooks
- Quicken
- Tab separated
- Custom formats

Additional security features are provided below:

Authentication Features

- Company ID, User ID, and PIN + SecurID Token Passcode required to login
- Users prompted to activate their token upon initial login including unique pin creation
- User lockout after 3 incorrect login attempts
- User timeout after 15 minutes of inactivity
- Monitoring of user activity patterns to detect suspicious activity

Authorization Features

- System Administrator establishes the level of user access
- System Administrator can disable and add users
- Dual Control is available for System Administrative functions
- System Administrator can assign users daily dollar limits per item/per batch/per day for ACH, wires, and book transfers
- System Administrator determines ACH and wire transaction approval requirements
- Dual Control is required for all ACH and wire transactions

Infrastructure Features

- 2048 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 ACH/EDI Receiving Maintenance

TD Bank's ACH/EDI Receiving Maintenance will provide detailed remittance information to effectively manage your receivables. The bank will intercept incoming 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 to fulfilling the all-important function of data/payment re-association.

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 Paymode-X

The TD Paymode-X network is an integrated payment solution (card, ACH, check and wire) that helps businesses easily transition from paper to electronic payments, maximizing cost-savings, efficiency and security.

Paymode-X has a unique focus on ease of integration and providing a market leading user experience. Paymode-X includes a powerful, flexible file parsing and formatting infrastructure that allows integration with any Enterprise Resource Planning (ERP) system, including highly customized, proprietary solutions. Enhanced file parsing capabilities allow for integration with most file types including standard output formats such as delimited text, XML and CTX. We supply standard file layout offerings as a best practice but will work with custom data feeds based upon your specific ERP requirements, as long as they are structured, providing you the ability to provide payment instructions in a variety of formats to reduce the burden on your resources. Payment files may be separated by payment type, or comprehensive, inclusive of ACH, Card, check, and wires.

Paymode-X focuses on a consultative approach to Payer onboarding and implementation. Payers are assigned a dedicated Client Advisor and Implementation Project Manager who lead the onboarding process from beginning to end. These individuals are supported by a team of Paymode-X experts dedicated to ensuring the onboarding process is flawless for the Payer. The Client Advisor is responsible for the overall success of the Vendor onboarding program and designing campaigns to maximize Vendor enrollment and rebate opportunities. The Implementation Project Manager focuses on technical and business process integration, end to end testing prior to production, and integration success. Paymode-X employs seasoned project management experts that work closely with you to ensure a successful implementation.

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

3. Technical Approach

A. Phases. The Services will be provided in the following Phases:

Please refer to Appendix 6 of our compiled response for TD Bank's Onboarding Service Level Agreement.

B. Implementation.

Please refer to Appendix 6 of our compiled response of or TD Bank's Onboarding Service Level Agreement.

C. Equipment.

Contractor shall provide the following equipment:

[Itemize equipment]

The services TD Bank, N.A. will provide to the Broward County Board of County Commissioners are internet-based solutions that would not have equipment requirements with the exception of our TD Digital Express solution. TD Bank will provide the Panini VisionX scanner for the proposed TD Digital Express solution.

D. Project Schedule

Contractor shall comply with the following Project Schedule, unless otherwise approved in advance by Contract Administrator:

[Insert detailed schedule]

Please refer to Appendix 6 of our compiled response for TD Bank's Onboarding Service Level Agreement.

4. Managerial Approach

Contractor will ensure that the persons responsible for Contractor's performance of the Services under this Agreement and, to the extent applicable, identified below (collectively "Key Personnel") are appropriately trained and experienced and have adequate time and resources to perform in accordance with the terms of this Agreement. To the extent Contractor seeks or is required to make any change to the composition of the Key Personnel, Contractor will provide County with thirty (30) days' advance written notice (or as much advance notice as is possible if thirty (30) days' notice is not possible) regarding such changes and the management plan associated with such changes. County shall not be responsible for any additional costs associated with a change in Key Personnel.

The Key Personnel shall be as follows:

[LIST KEY PERSONNEL FOR CONTRACTOR]

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The following training will be provided as part of the Services under this Agreement:

[List training courses, types (e.g., "train the trainer"), minimum hours/attendees, etc.]

[Add any other provisions for how the project will be managed to a successful conclusion.]

TD Bank brings a solution-based approach to the training of our banking systems. Your designated employees will be provided custom, need-based training webinars during the final phase of the implementation project. The training will be segmented based on features and functionalities of all of our related systems. Our teams will work with your team during the implementation process to ensure the training requirements are captured. We generally utilize the "train the trainer" approach and encourage the assigned individuals to lead the training sessions; however, TD Bank personnel will be able to participate in the training, if desired.

Implementation times can vary based on the size and scope of customized files, reporting, and services requested. Critical factors to a successful implementation are dependent upon accurate system and software information, successful testing of products and services to be implemented, and communications between your Relationship Management, Implementation Team, IPM, Program Administrator(s), and our Treasury Management Service Support (TMSS) Team. TD Bank will focus on these components and will partner closely with you to meet the success factors and commit to working with you to ensure project milestones and timelines are met.

Three of the most common implementation obstacles TD Bank has observed are:

- Assumptions from both sides – TD Bank works to avoid this by verifying the same information on several occasions to ensure all parties are working from the same definitions.
- Realistic time frames – TD Bank will work with you to ensure the times allocated within the implementation plan are accurate and attainable
- File Requirements – "Standard file" specifications should still be captured and reviewed by both the Implementation Team and your Program Administrator(s).

A guiding principle within TD Bank is that the client comes first. Therefore, our attention to detail and customer satisfaction is of utmost importance. We will work with you to meet its implementation requirements and scheduling. We will provide you with the resources needed to make the transition process run smoothly and efficiently.

Please refer to Appendix 6 of our compiled response for TD Bank's Onboarding Service Level Agreement.

5. Communication & Reports

[Establish an effective way to communicate the current project status and to share pertinent information. Project leads should provide a brief status report that details the progress of tasks along with an updated Project Schedule. All individual reports and schedules should be combined into a master version to generate an overall initiative status report.]

A. Meetings/Communication

TD Bank's Implementation Team, along with your Implementation Manager and Relationship Management Team, 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. We are open to being flexible and working around your needs and providing additional support where needed.

TD Bank will take a measured and methodical approach to implementation and pledges not to "turn the switch". Unlike other banks, our personnel will continue to provide support long after implementation. This team will continue working with you and answering questions until you are completely satisfied.

Please refer to Appendix 6 of our compiled response for TD Bank's Onboarding Service Level Agreement.

B. Required Reporting

Please refer to Appendix 6 of our compiled response for TD Bank's Onboarding Service Level Agreement.

6. Deliverable Products and Services

Contractor shall provide the following Deliverables, which shall be considered accepted by County only upon written notice by Contract Administrator that the Deliverable meets the applicable Acceptance Criteria.

No.	Deliverable	Deadline	Acceptance Criteria

No.	Deliverable	Deadline	Acceptance Criteria

Please refer to Appendix 6 of our compiled response for TD Bank's Onboarding Service Level Agreement.

7. Optional Services:

[This section spells out any optional services County may seek to purchase.]

TD Integrated Payables

TD Integrated Payables is a convenient and flexible solution that accepts consolidated payment files in varying formats from the County, separates payments by type (check, wire, ACH, commercial card), and then delivers payments to the appropriate applications within the bank for processing. TD's Integrated Payables solution enables you to leverage your existing A/P system's ability to generate a payment file for processing by TD Bank. This eliminates the need for you to initiate payments directly through each payment stream (check, wire, ACH, or commercial card). Below are some additional highlights of our offering.

- You may choose to include up to four types of payments in your integrated payables file:
 - Checks
 - ACH credits and debits
 - Wires
 - Commercial card payments
- We would follow established underwriting guidelines for credit approval on ACH exposure limits and the TD Commercial Plus Card to enable processing of those payment types.

- The County has the option of submitting files once per day or multiple times per day. You may also choose to send separate files for each payment type when payments are produced by different internal systems.
- Files are submitted through secure file transfer (FTP) as a common practice. We can also accommodate file uploads through a desktop client or a secure online portal (FTExpress).
- You have the option to send payments for immediate processing, or future-dating payments that we would hold until the processing date.
- TD Integrated Payables supports unattended file delivery (automated transmission), custom payment file mapping, and automated event notification (e-mails or texts that files are processed, or payments have been released, etc.).
- Check, ACH, and wire payment activity is viewable through our online banking platform TD eTreasury. Wire information is real-time, ACH transactions are memo posted, and checks are debited in batch processing nightly with images viewable the following morning.
- TD Commercial Plus Card payments are viewable on TD Commercial Plus Card Online.
- You would also enroll in our Positive Pay service if you plan to initiate check payments via TD Integrated Payables.

TD Integrated Receivables

TD Integrated Receivables is an automated accounts receivables reconciliation service designed to streamline the application of cash, eliminate manual processes and minimize exception processing. TD Bank will aggregate all remittance and payment data – for all payment methods – into a single file, customized for your ERP. There are several components of integrated receivables including remittance data capture, invoice matching, deductions management, exceptions management, and reporting and analytics.

Today, the County is experiencing multiple manual touchpoints that will be converted into an automated workflow.

Key Benefits & Features

- Remittance Data Capture
 - Email
 - Remittance emails automatically forwarded to TD Bank
 - Data in email body
 - Data in attachments (PDF, .txt, .csv, image, HTML, Word, Excel)
 - Web
 - Remittances uploaded to web portal
 - Web robots extract data from web portals
 - Document OCR
 - Remittance data included with checks sent to TD Bank Lockbox
 - Documents scanned and converted to digital format

- Payment
 - Data included with electronic payments (ACH, Wires, etc.)
- Other electronic files
 - Files transmitted to TD Bank
- Invoice Matching
 - Basic Invoice matching scenarios
 - Unique match with invoice number
 - Unique match with other AR field (PO number, document number, etc.)
 - Advanced Invoice matching scenarios
 - Paying across multiple customers
 - Partial Invoice numbers
 - Installment payments
 - Line item information based matching (BOL, delivery, order number, etc.)
 - Duplicate payments
 - Consolidated invoice payments
 - Cross-company code payments
 - No Remittance payments
- Deductions Management
 - Basic Deduction Management
 - Short payment coding
 - Over payment coding
 - Credit residual coding
 - Advanced Deduction Management
 - Tolerance coding
 - Discount coding
 - Deduction coding based on claim documents
 - Bank fee coding
 - Additional field population
- Exceptions Management
 - Online Module to repair items that are not matched
 - Reference number not in open AR
 - Reference number entered incorrectly
 - Remittance not received

TD Integrated Receivables gives you efficiencies that translate into savings and increased productivity, reduced risk and the opportunity to reduce your Days Sales Outstanding (DSO) as never before.

- Some companies leverage this productivity benefit by reducing headcount.
- Others redeploy staff to support other value-added functions.
- Another aspect to the productivity benefit worth examining is the ability to scale your business without adding administrative resources.

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 County 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
- Accounting code allocation available
- 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)

TD Commercial Plus Card Online is furnished with robust reporting tools that will provide the County 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 16 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.

EXHIBIT B
Payment Schedule

The rates specified below shall be in effect for the entire term of the Agreement, including any renewal or extension term(s), unless otherwise expressly stated below. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B.

Table A: Deliverables/Phases Payment

Description	Retainage	Total Deliverable Amount (including retainage)
Deliverable 1:	%	\$
Deliverable 2:	%	\$

Deliverables shall only be invoiced upon satisfactory completion of the applicable Deliverable as evidenced by written approval by the Contract Administrator. The invoice amount shall be the Total Deliverable Amount minus the applicable Retainage.

Table B: Hourly Services/Payment

Staff/Personnel	Rate per Hour
Title/Role	\$_ /hour
Title/Role	\$_ /hour

Due to robust services provided and the variety of the roles that would be involved with implementation of the Broward County Board of County Commissioners banking services and that no employee would be paid specifically for work on this contract rather for the work they do for TD Bank, N.A. in its entirety, Table B would not be applicable.

Table C: Deliverable Not to Exceed Amounts

Phase/Service	Deliverable	Rate	Retainage (if applicable)	Not-to-Exceed Amount (including retainage)
Phase I	Pre-Project Training	Hourly Fee per Table B	10%	<u>\$XXX</u>
Phase I	Kick-off	Fixed Fee per Table A	10%	<u>\$XXX</u>
Phase II				

Due to robust services provided and the variety of the roles that would be involved with implementation of the Broward County Board of County Commissioners banking services and that no employee would be paid specifically for work on this contract rather for the work they do for TD Bank, N.A. in its entirety, Table B would not be applicable.

Table D: Reimbursable Expenses (subject to Florida Statutes Section 112.061)

Reimbursable Expenses	Not-to-Exceed Amount
Travel	\$XXX
Per Diem (meals, lodging, etc.)	\$XXX
Printing, reproduction, or photography	\$XXX
Testing costs	\$XXX
Fees paid to regulatory agencies	\$XXX
Other miscellaneous expenses	\$XXX

Due to robust services provided and the variety of the roles that would be involved with implementation of the Broward County Board of County Commissioners banking services and that no employee would be paid specifically for work on this contract rather for the work they do for TD Bank, N.A. in its entirety, Table B would not be applicable.

[Include the following Prevailing Wage Rates section if this Project is not federally funded and for construction services in excess of \$250,000]

***Prevailing Wage Rates:** Pursuant to Section 26-5, Broward County Code of Ordinances:

1. The rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in a like construction industry as determined by the Secretary of Labor and as published in the Federal Register (latest revision).

2. All mechanics, laborers, and apprentices, employed or working directly upon the site of the work shall be paid in accordance with the above-referenced wage rates. Contractor shall post notice of these provisions at the site of the work in a prominent place where it can be easily seen by the workers.

3. If the Parties cannot agree on the proper classification of a particular class of laborers or mechanics or apprentices to be used, the Contract Administrator shall submit the question, together with its recommendation, to the County Administrator for final determination.

4. In the event it is found by the Contract Administrator that any laborer or mechanic or apprentice employed by Contractor or any Subcontractor directly on the site of the work has been or is being paid at a rate of wages less than the rate of wages required by the ordinance, the Contract Administrator may (1) by written notice to Contractor terminate its right to proceed with the work or such part of work for which there has been a failure to pay the required wages; and (2) prosecute the work or portion to completion by contract or otherwise. Contractor and its sureties shall be liable to County for any excess costs occasioned to County in connection with such work.

5. These provisions shall apply to Contractor and any Subcontractors.

6. Contractor shall maintain payrolls and basic records relating to the payrolls during the course of the work and shall preserve such records for a period of three (3) years after the completion of the work. Such records shall contain the name and address of each such employee; the employee's current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid.

7. Contractor shall submit, with each requisition for payment, a signed and sworn "Prevailing Wage Statement of Compliance" attesting to compliance with Broward County Ordinance No. 83-72. The Statement shall be in the form attached as Exhibit_____.

8. The Contract Administrator may withhold or cause to be withheld from Contractor as much of the payments requisitioned as may be considered necessary to pay the required full amount of wages to laborers and mechanics, including apprentices, trainees, watchpersons, and guards employed by Contractor or any Subcontractor on the work.

9. If Contractor or any Subcontractor fails to pay any laborer, mechanic, or apprentice employed or working on the site of the work all or part of the wages required by this Agreement, the Contract Administrator may, after written notice to Contractor, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

*As these Prevailing Wage Provisions are tied to construction, they would not be applicable to TD Bank, N.A.

EXHIBIT C
Minimum Insurance Requirements
[Use form provided by Risk, not Contractor]

Please refer to Appendix 4 of our compiled response for TD Bank's Insurance Certificates.

EXHIBIT D
WORK AUTHORIZATION FOR AGREEMENT _____

Contract Number: _____
Work Authorization No. _____

This Work Authorization is between Broward County and _____ (“Contractor”) pursuant to the Agreement, executed on _____. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

Services to be provided: [DESCRIBE IN DETAIL]

[Simple Summary]

TD eTeasury, ACH Origination, Wire Transfer, Zero Balance Account, Digital Express, Full Reconciliation, Partial Reconciliation, Deposit Reconciliation, Currency Processing, Controlled Disbursement, Paymode-X, ACH/EDI Receiving Maintenance, Positive Pay, Check Imaging, ACH Debit Block and Filter, ACH Fraud Control, Lockbox, eLockbox, Safekeeping/Custodial

See Exhibit A for additional detail.

Agreement at issue is _____ Lump Sum/ ___ Not-to-Exceed in the amount: \$ _____

The time period for this Work Authorization will be from the date of complete execution until _____ (_____) days after County’s Notice to Proceed for the Services to be provided under this Work Authorization, unless otherwise extended or terminated by the Contract Administrator.

Fee Determination: Payment for services under this Work Authorization is as follows:

Services	\$ _____
General Services	\$ _____
Goods or Equipment	\$ _____
Total Cost of this Work Authorization	\$ _____

The foregoing amounts shall be invoiced by Contractor upon written acceptance by County of all goods and services provided under this Work Authorization.

County

Date

Project Manager

Date

Contract Administrator

Board or Designee

Date

Contractor

Date

Attest

Signed

Type Named

Title

***EXHIBIT E**
Prevailing Wage Statement of Compliance
(Prevailing Wage Rate Ordinance No. 83-72)

No. _____

Agreement No. _____

Project Title _____

The undersigned Contractor hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by Section 26-5, Broward County Code of Ordinances, and the applicable conditions of this Agreement.

Dated _____, _____,

Contractor
By _____
(Signature)
By _____
(Name and Title)

STATE OF)
)
COUNTY OF)

Sworn to (or affirmed) and subscribed before this _____ day of _____,

_____,
By _____ who is personally known to me or who has produced
_____ as identification.

Signature of Notary Public

(NOTARY SEAL)

Print, Type or Stamp Name of Notary

*As the Prevailing Wage Statement of Compliance is tied to construction, it would not be applicable to TD Bank, N.A.

***EXHIBIT E**
CBE Subcontractor Schedule and Letters of Intent
[Applicable when agreement has assigned CBE goals]

Contractor represents that the CBE participants referenced in the attached Letters of Intent have agreed by written subcontract to perform the percentage of work amounts set forth and that the following information regarding participating Subcontractors is true and correct to the best of his or her knowledge.

*Not Applicable.

***EXHIBIT G**

Certification of Payments to Subcontractors and Suppliers

RLI/Bid/Contract No. _____
Project Title _____

The undersigned Contractor hereby swears under penalty of perjury that:

1. Contractor has paid all Subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with the "Compensation" article of this Agreement, except as provided in paragraph 2 below.

2. The following Subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor or supplier's name and address	Date of disputed invoice	Amount in dispute

3. The undersigned is authorized to execute this Certification on behalf of Contractor.

Dated _____, _____,

Contractor
By _____
(Signature)
By _____
(Name and Title)

STATE OF)
)
COUNTY OF)

Sworn to (or affirmed) and subscribed before this _____ day of _____,
by _____, who is personally known to me or who has produced
_____ as identification.

Signature of Notary Public

(NOTARY SEAL)

Print, Type or Stamp Name of Notary

*Not applicable to this Request for Proposal (RFP) submission.



TD BANK
SAMPLE IMPLEMENTATION PROJECT PLAN
BROWARD COUNTY
BOARD OF COUNTY COMMISSIONERS

	0	Implementation Kickoff Meeting	1 day				TD / Cust.
	0	Introduce meeting attendees / Exchange contact information	1 day				TD / Cust.
	0	Define / Clarify Banking Requirements	1 day			2FS-1d	TD / Cust.
	0	Accounts	1 day				TD / Cust.
	0	Treasury Management Products / Services	1 day			4SS	TD / Cust.
	0	Request additional information and request sample documents	1 day			5SS	TD / Cust.
	0	Review Standard Implementation Project Plan	1 day			6FS-1d	TD / Cust.
	0	Outline the Next Steps	1 day			7FS-1d	TD / Cust.
	0	Follow up to Meeting	20 days			8	TD / Cust.
	0	Reserve Account Numbers	5 days				TD
	0	Provide Information and Documentation to Customer	5 days			11	TD
	0	Accounts	5 days				TD
	0	Corporate Resolution and Signature Card	5 days				TD
	0	ABA Routing Number and Account Number	5 days				TD
	0	Check Specification Sheet	5 days				TD
	0	Treasury Management	5 days				TD
	0	Master Agreement and applicable Appendices	5 days				TD
	0	Additional Product / Service Agreements	5 days				TD
	0	Blocked Account Agreement	5 days				TD
	0	ACH Debit / Credit Block Agreement	5 days				TD
	0	Product / Service Setup Forms	5 days				TD
	0	TD eTreasury Setup Form	5 days				TD
	0	Wholesale Lockbox Setup Form	5 days				TD
	0	Retail Lockbox Setup Form	5 days				TD
	0	Lockbox Web Access Setup Form	5 days				TD
	0	File Formats, Sample Files / Reports, etc.	5 days				TD
	0	Provide Information and Return Documentation to TD Bank	10 days			12	Cust.
	0	Accounts	10 days				Cust.
	0	Corporate Resolutions and Signature Cards	10 days				Cust.
	0	Provide a minimum of 10 sample voided checks per account	10 days				Cust.
	0	Treasury Management	10 days				Cust.
	0	Master Agreement and applicable Appendices	10 days				Cust.
	0	Additional Product / Service Agreements	10 days				Cust.
	0	Blocked Account Agreement	10 days				Cust.
	0	ACH Debit / Credit Block Agreement	10 days				Cust.
	0	Product / Service Setup Forms and Documents	10 days				Cust.
	0	TD eTreasury Setup Form	10 days				Cust.
	0	Wholesale Lockbox Setup Form	10 days				Cust.
	0	Retail Lockbox Setup Form and a minimum of 100 sample coupons	10 days				Cust.

	% Complete	Name	Duration	Start	Finish	Predecessors	Resources
	0	Lockbox Web Access Setup Form	10 days				Cust.
	0	Sample Documents, etc.	10 days				Cust.
	0	Confirm compatibility / select File Formats	10 days				Cust.
	0	Three (3) years of Financial Statements	10 days				Cust.
	0						
	0	Account Opening	10 days			32	TD / Cust.
	0	Add Accounts to the Bank Accounting System	5 days				TD
	0	Obtain Account Supplies (Deposit Tickets, etc.)	10 days				TD
	0	Check Testing	10 days				TD
	0	Forward checks to Item Processing for testing	1 day				TD
	0	Test the sample checks	5 days			56FS-1d	TD
	0	Additional check testing period	5 days			57	TD / Cust.
	0	Complete successful check testing	0 days			58	TD
	0						
	0	ACH Credit Authorization	10 days			50	TD
	0	Forward Financial Statements to Credit / Lending Department	3 days				TD
	0	Complete Credit Authorization and provide to Treasury Management	7 days			62	TD
	0						
	0	Submit to Implementation	1 day			31,53,63	TD
	0	Submit setup request with all necessary documentation and inform	1 day				TD
	0	Assign to an Implementation Specialist	1 day			66FS-1d	TD
	0	Commence the Implementation	0 days			67	TD
	0						
	0	Data Transmission Protocol	10 days			68	TD / Cust.
	0	Submit request to Data Transmission Group	1 day				TD
	0	Data Transmission Group contacts Company's IT Representative	1 day			71FS-1d	TD / Cust.
	0	Company selects Data Transmission Protocol	2 days			72FS-1d	TD / Cust.
	0	Obtain file names and passwords from IT group	8 days			73	TD
	0	Provide test file names and passwords to Company	1 day			74FS-1d	TD
	0						
	0	Account Analysis	3 days			68	TD
	0	Code Accounts in Bank Accounting System	3 days				TD
	0						
	0	Blocked Account	5 days			68	TD
	0	Code Account in Bank Accounting System	3 days				TD
	0	Establish standing order wire transfer (if applicable)	5 days			81SS	TD
	0						
	0	TD eTreasury	10 days			68	TD
	0	Code Accounts in Bank Accounting System	3 days				TD
	0	Setup TD eTreasury Application	10 days				TD

	0	Add Customer, Accounts, Administrators and, ACH / Wire Users	10 days				TD
	0	Assign Reporting and Transaction Initiation Modules	10 days			87SS	TD
	0	Assign SecurID Tokens to Administrators and ACH / Wire Users	10 days			88SS	TD
	0	Mail TD eTreasury Welcome Package	1 day			89FS-1d	TD
	0	TD Digital Express	10 days				TD
	0	Code Accounts in Bank Accounting System	3 days				TD
	0	Setup TD Digital Express application	10 days				TD
	0	Place order to ship scanner	10 days				TD
	0	Add Customer, Accounts, & Administrators	10 days			95SS	TD
	0	Email customer for installation & training	1 day			96FS-1d	TD
	0	Full Reconciliation / Positive Pay	20 days			68	TD / Cust.
	0	Code Accounts in Bank Accounting System	3 days				TD
	0	Add Accounts to ARP / Positive Pay Operating System	3 days				TD
	0	Data Transmission / File Testing	20 days			101FS-3d	TD / Cust.
	0	Check Issue File Testing	20 days				TD / Cust.
	0	Create Test Issue File	5 days				Cust.
	0	Transmit Test Issue File	1 day			104,75	Cust.
	0	Receive and Load Test Issue File	1 day			105FS-1d	TD
	0	Additional Issue File Testing Period	9 days			106	TD / Cust.
	0	Complete Successful Issue File Testing	0 days			107	TD / Cust.
	0	Provide Live / Production Issue File Names	1 day			108FS-1d	TD
	0	Paid Item File Testing	15 days				TD / Cust.
	0	Create Test Paid Item File	5 days				TD
	0	Transmit Test Paid Item File	1 day			111,75	TD
	0	Receive and Load Test Paid Item File	1 day			112FS-1d	Cust.
	0	Additional Paid Item File Testing Period	4 days			113	TD / Cust.
	0	Complete Successful Paid Item File Testing	0 days			114	TD / Cust.
	0	Partial Reconciliation	15 days			68	TD / Cust.
	0	Code Accounts in Bank Accounting System	3 days				TD
	0	Add Accounts to ARP Operating System	3 days				TD
	0	Data Transmission / File Testing	15 days			119FS-3d	TD / Cust.
	0	Paid Item File Testing	15 days				TD / Cust.
	0	Create Test Paid Item File	5 days				TD
	0	Transmit Test Paid Item File	1 day			122,75	TD
	0	Receive and Load Test Paid Item File	1 day			123FS-1d	Cust.
	0	Additional Paid Item File Testing Period	4 days			124	TD / Cust.
	0	Complete Successful Paid Item File Testing	0 days			125	TD / Cust.

	0	Serial Sort	3 days			68	TD
	0	Submit request to Statement Rendering	1 day				TD
	0	Code Accounts in Bank Accounting System	2 days			129	TD
	0	ACH Direct Deposit / Origination (NACHA File Transmission)	28 days			68	TD / Cust.
	0	Build profile in ACH Operating System	3 days				TD
	0	Data Transmission / NACHA File Testing	20 days			133FS-3d	TD / Cust.
	0	Create Test ACH File	5 days				Cust.
	0	Transmit Test ACH File	1 day			135,75	Cust.
	0	Receive and Process Test ACH File	1 day			136FS-1d	TD
	0	Additional ACH File Testing Period	9 days			137	TD / Cust.
	0	Complete Successful ACH File Testing	0 days			138	TD / Cust.
	0	Provide Live / Production ACH File Names	1 day			139FS-1d	TD
	0	ACH Prenote Process (Zero Dollar entries)	8 days			140	TD / Cust.
	0	Create and Transmit ACH Prenote File	1 day				Cust.
	0	Receive and Process ACH Prenote File	2 days			142FS-1d	TD
	0	ACH Prenote Period	6 days			143	Cust.
	0	Complete ACH Prenote Process	0 days			144	Cust.
	0	ACH Debit / Credit Block	3 days			68	TD
	0	Submit Request to ACH Operations Group	1 day				TD
	0	Build profile in ACH Operating System	2 days			148	TD
	0	Corporate Payment Notification	3 days			68	TD
	0	Submit Request to ACH Operations Group	1 day				TD
	0	Build Profile in ACH Operating System	2 days			152	TD
	0	Zero Balance Account	5 days			68	TD
	0	Code the Accounts in Bank Accounting System	5 days				TD
	0	Controlled Disbursement	10 days			68	TD
	0	Add Account to the Controlled Disbursement Database	5 days				TD
	0	Code Account in Bank Accounting System	5 days			159	TD
	0	Wholesale Lockbox	20 days			68	TD / Cust.
	0	Assign PO Box Number and provide to Company	1 day				TD
	0	Send Test Letter	5 days			163FS-1d	TD
	0	Submit setup request to Lockbox Operations	20 days				TD / Cust.
	0	Forward Completed Setup Form and sample documents	3 days				TD
	0	Build Profile in Lockbox Operating System	10 days			166	TD
	0	Establish Operating Procedures	10 days			166	TD

	% Complete	Name	Duration	Start	Finish	Predecessors	Resources
	0	Data Transmission / File Testing	17 days			166	TD / Cust.
	0	Contact Company's IT Representative	1 day				TD
	0	Select Transmission Method and File Format	2 days			170FS-1d	TD / Cust.
	0	Create and Transmit Test Lockbox Reporting File	5 days			171	TD
	0	Receive and Load Test Lockbox Reporting File	1 day			172FS-1d	Cust.
	0	Additional Lockbox Reporting File Testing Period	10 days			173	TD / Cust.
	0	Complete Successful Lockbox Reporting File Testing	0 days			174	TD / Cust.
	0						
	0	Retail Lockbox	30 days			68	TD / Cust.
	0	Assign PO Box Number and provide to Company	1 day				TD
	0	Send Test Letter	5 days			178FS-1d	TD
	0	Submit setup request to Lockbox Operations	30 days				TD / Cust.
	0	Forward Completed Setup Form and sample documents	3 days				TD
	0	Build Profile in Lockbox Operating System	10 days			181	TD
	0	Establish Operating Procedures	10 days			181	TD
	0	Coupon Testing	10 days			181	TD / Cust.
	0	Test Sample Coupons	5 days				TD
	0	Additional Coupon Testing Period	5 days			185	TD / Cust.
	0	Complete Successful Coupon Testing	0 days			186	TD / Cust.
	0	Data Transmission / File Testing	30 days				TD / Cust.
	0	Contact Company's IT Representative	1 day				TD
	0	Select Transmission Method and File Format	2 days			189FS-1d	TD / Cust.
	0	Create and Transmit Test Lockbox Reporting File	5 days			190	TD
	0	Receive and Load Test Lockbox Reporting File	1 day			191FS-1d	Cust.
	0	Additional Lockbox Reporting File Testing Period	23 days			192	TD / Cust.
	0	Complete Successful Lockbox Reporting File Testing	0 days			193	TD / Cust.
	0						
	0	Lockbox Web Access	10 days			68	TD
	0	Submit setup request to Lockbox Operations	10 days				TD
	0	Forward Completed Setup Form	3 days				TD
	0	Code Lockbox Operating System for Web Access	7 days			198	TD
	0	Mail Lockbox Web Access Welcome Package	1 day			199FS-1d	TD
	0						
	0	Armored Courier / Courier Service	10 days			68	TD / Cust. / Vendor
	0	Contact Armored Courier Vendor	1 day				Cust.
	0	Armored Courier Vendor to contact Company	1 day			203	Vendor
	0	Sign Contract with Armored Courier Vendor	8 days			204	Cust. / Vendor
	0	Establish Operating Procedure	8 days			204	TD / Cust. / Vendor
	0	Order Deposit Bags	5 days			204	Cust.
	0						
	0	Money Room Service	5 days			68	TD / Vendor
	0	Contact Money Room Vendor	1 day				TD
	0	Establish Operating Procedure	4 days			210	TD / Vendor

	% Complete	Name	Duration	Start	Finish	Predecessors	Resources
	0						
	0	Submit Implementation for Review	1 day			77,80,84,99,117,128,1	TD
	0						
	0	Implementation Verification	2 days			213FS-1d	TD
	0	Verify Implementation	2 days				TD
	0	Implementation Complete	0 days			216	TD
	0						
	0	Training	6 days			217	TD / Cust.
	0	Coordinate Training (Dates, Participants, etc.)	5 days				TD / Cust.
	0	Conduct Training Session	1 day			220	TD / Cust.
	0						
	0	Go Live with TD Bank	0 days			36,217,221	TD / Cust.
	0						
	0	Post Implementation Follow Up	1 day			223FS+4d	TD / Cust.
	0	Confirm all expected Products / Services are setup and functioning	1 day				TD / Cust.
	0	Introduce Company to Customer Care Representative's)	1 day				TD / Cust.

	% Complete	Name	Duration	Start	Finish	Predecessors	Resource Names
	0	Implementation Kickoff Meeting	1 day				TD / Cust.
	0	Introduce meeting attendees / Exchange contact information	1 day				TD / Cust.
	0	Define / Clarify Banking Requirements	1 day			2FS-1d	TD / Cust.
	0	Accounts	1 day				TD / Cust.
	0	Review of services requested	1 day			4SS	TD / Cust.
	0	Review Standard Implementation Project Plan	1 day				TD / Cust.
	0	Outline the Next Steps Determine Date of next meeting	1 day			6FS-1d	TD / Cust.
	0						
	0	Account opening	15 days			7	TD / Cust.
	0	Provide Client Corporate Resolution & Signature Card	3 days				TD
	0	ABA Routing Number and Account Number	3 days			10	TD
	0	Check Specification Sheet	1 day			11	TD
	0	Complete & Return Account opening forms	5 days			12	Cust.
	0	Accounts to be opened & information provided to client	3 days			13	Cust.
	0						
	0	ACH Credit Authorization	10 days			2,1	TD
	0	Forward Financial Statements to Credit / Lending Department	3 days				TD
	0	Complete Credit Authorization and provide to Treasury Management	7 days			17	TD
	0						
	0	Legal forms	10 days			14	TD / Cust.
	0	TMS Legal Agreements	10 days				Cust.
	0	Master Agreement and applicable Appendices	5 days				TD
	0	Additional Service Agreements	10 days				TD / Cust.
	0	ACH Debit / Credit Filter / Block	5 days				TD
	0	ACH prefund / delayed settlement	5 days				TD
	0	TD Merchant Services Agreements (if enrolling to accept Credit Card)	5 days				TD
	0	Complete & Return Legal Agreements	10 days				Cust.
	0						
	0	Submit to Implementation	1 day			27	TD
	0	Submit setup request with all necessary documentation and information	1 day				TD
	0	Assign to an Implementation Specialist	1 day			30FS-1d	TD
	0	Commence the Implementation	0 days			31	TD
	0						
	0	Onboarding forms	10 days			32	Cust.
	0	Discuss & Completed BCG - Biller Configuration Guide	10 days				Cust.
	0	Review & Approval of BCG	10 days				Cust.
	0	Required information requested	10 days				Cust.
	0	Logo for website	7 days				Cust.
	0	Terms of Services	3 days				Cust.
	0	Privacy Policy	7 days				Cust.
	0	Test Bill file	10 days				Cust.
	0	System Administrators and testers information	5 days				Cust.

	% Complete	Name	Duration	Start	Finish	Predecessors	Resource Names
0							
0		UAT Build and Testing	25 days			32	TD / Cust.
0		Build client's website in test environment	5 days				TD
0		Submit Terms of Services & Privacy Policy	10 days				TD
0		UAT TESTING	25 days				TD
0		Review UAT test form with client	1 day				TD
0		provide client test URL & User IDs	3 days			48FS-1d	TD
0		Complete test form and provide feedback	5 days			49	TD / Cust.
0		Review test results	3 days			50	TD
0		Implement changes based on feedback	3 days			51	TD
0		Additional testing time as needed	10 days			52	TD
0		Client Sign off in UAT	1 day			53	TD
0							
0		Production URL Build	18 days			21,45,18	TD
0		Build client's website shell in Production	3 days				TD
0		Submit paperwork to Vendor to complete implementation	7 days			57FS-1d	TD
0		Validate test site	3 days			58	TD
0		Provide production URL & User IDs to client	0 days			59	TD
0		Training	6 days			60	TD
0		Coordinate Training (Dates, Participants, etc.)	5 days				TD / Cust.
0		Conduct Training Session	1 day			62	TD / Cust.
0							
0		Data Transmission Protocol	10 days			32	TD / Cust.
0		Submit request to Data Transmission Group	1 day				TD
0		Data Transmission Group contacts Client's IT Representative	1 day			66FS-1d	TD / Cust.
0		Company selects Data Transmission Protocol	2 days			67FS-1d	TD / Cust.
0		Obtain file names and passwords from IT group	8 days			68	TD
0		Provide test file names and passwords to Company	1 day			69FS-1d	TD
0							
0		Website Integration	15 days			32	TD / Cust.
0		Confirm if website integration will be leveraged	3 days				TD
0		Confirm testing contacts	3 days				TD
0		Confirm custom testing plan with client	3 days				TD
0		Data Transmission / File Testing	15 days			75FS-3d,74FS-3d	TD / Cust.
0		Determine file formatting	15 days				TD / Cust.
0		Exchange credentials and set up transmission protocol	5 days				TD
0		Provide test file	1 day			78,70	TD
0		Test file and provide results	1 day			79FS-1d	Cust.
0		Additional Testing Period	4 days			80	TD / Cust.
0		Complete Successful File Testing	0 days			81	TD / Cust.
0		Transition files to production environment	0 days			82	TD / Cust.
0							

	% Complete	Name	Duration	Start	Finish	Predecessors	Resource Names
	0	Implementation Verification	2 days			60	TD
	0	Verify 1st live transactions	2 days			60FS+5d	TD
	0	Implementation Complete	0 days			86	TD
	0						
	0	Go Live with TD Bank	0 days			60	TD / Cust.
	0						
	0	Post Implementation Follow Up	1 day			89FS+4d	TD / Cust.
	0	Confirm all expected Products / Services are setup and functioning	1 day				TD / Cust.
	0	Introduce Company to Customer Care Representative's)	1 day				TD / Cust.

1.1.1	Planning Steps	1 day				
1.1.1.1	TD Bank to request Paymode-X Implementation Project Manager	1 day				TD Sales
1.1.2	Internal Project Team Call	1 day				
1.1.2.1	Confirm Sales sent Welcome Guide to Client and BRD is started	1 day			4FS+4 days	
1.1.2.2	Review project scope and high level timeline with internal project team	1 day			4FS+4 days	TD Sales,Visa,PMX IPM IPM,TD
1.1.2.3	Confirm if a updated vendor history file is needed	1 day			4FS+4 days	TD Sales,TD,PMX IPM IPM,Visa
1.1.3	Client kickoff/Readiness assessment	1 day				
1.1.3.1	Confirm scope and project timeline (agree to target Go-Live Date)	1 day			5FS+3 days	TD Sales,TD,Client,PMX IPM,Visa
1.1.3.2	Provide updated Vendor history file to Paymode-X, if needed	1 day			5FS+3 days,8	Client
1.1.3.3	Review Welcome Guide and Business Requirements document	1 day			5FS+3 days	TD IPM,PMX IPM,Client,TD Sales
1.1.3.4	Review Paymode-X Specification and Testdata guidelines document	1 day			5FS+3 days	
1.1.3.5	Schedule Weekly Call (Pending client readiness)	1 day			5FS+3 days	PMX IPM,TD IPM,Client,Visa
1.2.1.1	Client enrolls in Paymode-X	1 day			9FS+5 days	Client
1.2.2.1	Confirm funding method	2 days			9	Client,TD IPM
1.2.2.2	If wire draw down request	4 days				
1.2.2.2.1	Configure funding method (Client, Bank)	3 days			19	TD IPM,Client
1.2.2.2.2	Confirm wire draw down authorization is complete	1 day			21	TD IPM,Client, PMX IPM
1.2.2.3	If Client initiated funding (ACI, WCI)	3 days				
1.2.2.3.1	Paymode-X to send settlement account to client	3 days			19	PMX IPM
1.2.2.4	Paymode-X to configure funding	1 day			20,23	PMX IPM
1.2.3.1	Confirm transmission protocol	1 day			9FS+5 days	Client,TD IPM
1.2.3.2	Complete FTExpress set-up	6 days				TD IPM
1.2.3.2.1	FTExpress Setup	5 days			27	
1.2.3.2.2	Provide Credentials to client	1 day			29	TD IPM
1.2.3.3	Client to test transmission connection	2 days				Client,TD IPM
1.2.3.3.1	Successfully transmit test payment file	3 days			30FS+3 days	Client
1.2.4.1	Determine data elements for payment file	1 day			9	PMX IPM,Client
1.2.4.2	Develop and provide test payment file to PMX IPM	10 days			34	Client
1.2.4.3	CheckPrint (if applicable)	20 days				

Task #	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1.2.4.3.1	Client to provide a copy of existing check w/ remittance information	1 day			13	Client
1.2.4.3.2	Confirm return address to be printed on checks	1 day			13	Client
1.2.4.3.3	Client to provide logo for checks, if applicable	1 day			13	Client
1.2.4.3.4	Client to provide authorized check signer electronic signature for checks	1 day			39	Client
1.2.4.3.5	Client to provide carrier and account number, for diverted checks, if applicable	1 day			40	Client
1.2.4.3.6	Paymode-X to complete check print configuration in membership	1 day			38	PMX IPM
1.2.4.3.7	CheckPrint Testing	5 days				
1.2.4.3.7.1	ARP resource assigned	1 day			7FS+5 days	Client,TD IPM
1.2.4.3.7.2	Provide MICR specs, Pos Pay specs if needed, Payee Pos pay testing location, if applicable	1 day			7FS+5 days	Client,TD IPM
1.2.4.3.7.3	Send check print samples to client	1 day			62	PMX IPM
1.2.4.3.7.4	Client reviews and approves the check samples	1 day			46FS+3 days	Client
1.2.4.3.7.5	Epiq Transmits checks to bank for testing	1 day?			46	
1.2.4.3.7.6	Receive bank signoff on MICR, Positive Pay, and Payee Pos Pay, as appropriate	1 day			48	PMX IPM
1.2.4.3.7.7	Migrate Client checkprint code to production with check print provider	1 day			47,48	PMX IPM
1.2.4.4	Card Integration (if applicable)	10 days			11FS+5 days	
1.2.4.4.1	Create Company/Card Program at processor (TD)	0 days				TD IPM,Visa
1.2.4.4.2	Determine Card account type offering	0 days				TD IPM,Visa,Client
1.2.4.4.3	Complete buyer enrollment form	0 days				PMX IPM,TD IPM
1.2.4.4.4	Configure buyer profile in VPA	0 days				Visa,TD IPM
1.2.4.4.5	Obtain buyer ID from Visa	0 days				PMX IPM
1.2.4.4.6	Paymode-X to complete card configuration in membership	0 days				PMX IPM
1.2.4.5	Successfully send test payment file	1 day				Client
1.2.5	PMX IPM Code Development, Testing, Production Migration	19 days				
1.2.5.1	Paymode-X Development	3 days			58FS+2 days	PMX IPM
1.2.5.2	Quality Assurance testing in PMX IPM test environment	4 days			60FS+2 days	PMX IPM
1.2.5.2.1	Transmit outbound check file to Epiq	1 day			60FS+5 days	
1.2.5.2.2	Transmit outbound recon file to client (if applicable)	1 day			60FS+5 days	PMX IPM
1.2.5.2.3	Transmit outbound Vendor Activation file to client (if applicable)	1 day			60FS+5 days	PMX IPM
1.2.5.2.4	Client approves Payment file and Recon file format	1 day				
1.2.5.3	Migrate code to Production (PMX IPM, Client)	2 days			65	PMX IPM,Client
1.2.6	Paymode-X Training	1 day				
1.2.6.1	Complete Client specific training for Paymode-X	1 day			66FS+7 days	Client,PMX IPM
1.2.6.2	Add users to Paymode-X membership	1 day			68	PMX IPM,Client
1.2.6.3	Confirm Email Distribution lists	1 day			68	

Task #	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1.2.6.3.1	Contact options (Vendors Tab)	1 day			68	Client
1.2.6.3.2	Vendor Activation files, Vendor Deactivation, New Supplier reports	1 day			68	Client
1.2.6.3.3	Payment file confirmation emails	1 day			68	Client
1.2.7	Vendor Enrollment Tasks	15 days				
1.2.7.1	Complete Vendor History analysis (Vendor Segmentation)	10 days			11	PMX IPM
1.2.7.2	Schedule Campaign kickoff meeting	1 day			75	PMX IPM
1.2.7.3	Vendor Segmentation and Marketing materials provided to client	5 days			76	PMX IPM
1.2.7.4	Approved Marketing Letters Delivered to Paymode-X	1 day			77FS+7 days	Client
1.2.7.4.1	Vendor Levers to Adoption Defined	1 day			77FS+7 days	Client,PMX IPM
1.2.7.4.2	Letter Signer Identified	1 day			77FS+7 days	Client
1.2.7.4.3	Signature Delivered to Paymode-X	1 day			77FS+7 days	Client
1.2.7.4.4	Contact Information (if not Signer)	1 day			77FS+7 days	Client
1.2.7.4.5	Logo Sent to Paymode-X	1 day			77FS+7 days	Client
1.2.7.4.6	Approve URL for Vendor Portal Page	1 day			77FS+7 days	Client
1.2.7.4.7	Deploy Vendor Portal Page	1 day			77FS+7 days	PMX IPM
1.2.7.4.8	Approve Finalized Letter Proof	1 day			77FS+7 days	Client
1.2.7.4.9	Vendor Segmentation with Comments Returned to Paymode-X	1 day			77FS+7 days	Client
1.2.8	Paymode-X Pre Campaign Launch	8 days				PMX IPM
1.2.8.1	Payer sends Internal Paymode-X Announcement	1 day			77FS+3 days	PMX IPM
1.2.8.2	Standard FAQs Delivered to Payer	1 day			77FS+3 days	PMX IPM
1.2.8.3	Paymode-X Campaign Launches	1 day			87FS+10 days	PMX IPM
1.2.9	Go Live Tasks	2 days				
1.2.9.1	Confirm production transmission is active	1 day			30FS+3 days	TD IPM
1.2.9.2	Vendor Activation File	2 days				
1.2.9.2.1	Send Activation File	1 day			30FS+3 days,64	PMX IPM
1.2.9.2.2	Confirm Activation File has been received and IDs added to AP System	1 day			95	Client
1.2.10	First Pay	2 days				
1.2.10.1	First Payment File Sent	1 day			96,41	Client
1.2.10.2	Confirm file transmitted successfully	1 day			98SS	PMX IPM
1.2.10.2.1	Notify Payer once payments have processed successfully	1 day			98	PMX IPM
2	MONITOR & CLOSING	20 days				
2.1	Monitor production payments	20 days			98	PMX IPM
2.2	Transition to Member Services	1 day				PMX IPM

Proximity Study Broward County, FL			
Street Address	City	State	Zip
1 N State Rd 7	Plantation	FL	33317-3103
1011 S Federal Hwy	Deerfield Beach	FL	33441-7032
1175 S Federal Hwy	Pompano Beach	FL	33062-7066
11825 Pines Blvd	Pembroke Pines	FL	33026-4121
1215 SE 17th St	Fort Lauderdale	FL	33316-1705
12391 W Sunrise Blvd	Plantation	FL	33323-2230
14836 Pines Blvd	Pembroke Pines	FL	33027-1222
1626 E Hallandale Beach Blvd	Hallandale Beach	FL	33009-4610
1701 E Sunrise Blvd	Fort Lauderdale	FL	33304-3066
1800 N Pine Island Rd	Plantation	FL	33322-5202
2660 N University Dr	Coral Springs	FL	33065-5104
3325 W Hillsboro Blvd	Deerfield Beach	FL	33442-9423
3600 N Federal Hwy	Lighthouse Point	FL	33064-6651
3785 N Federal Hwy	Oakland Park	FL	33308
401 S State Rd 7	Hollywood	FL	33023-6719
4475 Weston Rd	Weston	FL	33331-3199
450 E Las Olas Blvd	Fort Lauderdale	FL	33301-2292
490 N State Rd 7	Margate	FL	33063-4588
5171 Sheridan St	Hollywood	FL	33021-2832
5943 Stirling Rd	Davie	FL	33314-7225
665 NW 62nd St	Fort Lauderdale	FL	33309-6125
6700 N State Road 7	Coconut Creek	FL	33073-4335
7001 W Commercial Blvd	Tamarac	FL	33319-2121
7345 W Oakland Park Blvd	Fort Lauderdale	FL	33319-7109
7999 Pines Blvd	Pembroke Pines	FL	33024-6917

**Bank**

America's Most Convenient Bank®

STATEMENT OF ACCOUNT

I

SAMPLE CUSTOMER STATEMENT
123 MAIN STREET
CITY, STATE 12345

Page: 1 of 1
Statement Period: Sep 01 2016-Sep 30 2016
Cust Ref #: 1234567890-408-I-***
Primary Account #: 1234567890

Business Analysis

SAMPLE CUSTOMER STATEMENT

Account # 1234567890

ACCOUNT SUMMARY

Beginning Balance	265,328.41	Average Collected Balance	331,457.07
Deposits	100,000.00		
Checks Paid	73,716.00		
Ending Balance	291,612.41		

DAILY ACCOUNT ACTIVITY**Deposits**

POSTING DATE	DESCRIPTION	SERIAL NO.	AMOUNT
9/3	DEPOSIT		100,000.00
Subtotal:			100,000.00

Checks Paid

No. Checks: 17

*Indicates break in serial sequence or check processed electronically and listed under Electronic Payments

DATE	SERIAL NO.	AMOUNT	DATE	SERIAL NO.	AMOUNT
9/16	3120	1,000.00	9/14	3142*	2,500.00
9/25	3132*	1,000.00	9/18	3143	7,500.00
9/3	3134*	3,500.00	9/17	3144	5,000.00
9/11	3135	4,000.00	9/28	3145	5,000.00
9/17	3136	1,000.00	9/28	3147*	5,000.00
9/15	3137	10,000.00	9/28	3150*	20,000.00
9/16	3138	216.00	9/30	3156*	5,000.00
9/18	3139	1,000.00	9/29	3161*	1,000.00
9/11	3140	1,000.00			
Subtotal:					73,716.00

DAILY BALANCE SUMMARY

DATE	BALANCE	DATE	BALANCE
8/31	265,328.41	9/17	337,112.41
9/3	361,828.41	9/18	328,612.41
9/11	356,828.41	9/25	327,612.41
9/14	354,328.41	9/28	297,612.41
9/15	344,328.41	9/29	296,612.41
9/16	343,112.41	9/30	291,612.41

Call 1-800-YES-2000 for 24-hour Direct Banking service

SAMPLE STATEMENT

Here are a few key items you'll see on your new statement.

Bank Contact Information

Quickly find your key contact information.

Marketing Message

Receive important updates directly on your statement.

Relationship Summary

Your relationship information at a glance.

Balance Summary

Make informed decisions about managing your cash.

Results Summary

Easily determine your net fee position for the month.



America's Most Convenient Bank®

Page 1 of 4

Activity For: 08/01/10 to 08/31/10
Relationship: 0000000001123456789
Settlement Account: 0000000001123456789
Settlement Type: Debit
Settlement Cycle: Monthly

Officer: Sally Jones
CM Officer: Joe Smith
Phone #: (207) 111-2222
Customer Care Phone #: (800) 999-9991

ABC COMPANY
123 STREET
ANYTOWN, ST ZIP

Welcome to your new Account Analysis statement.

Relationship Summary

Account Number	Account Name	Investable Balance	Excess/(Deficit) Balance
00000000000123456789	ABC Company	\$13,851.96	(\$444,456.69)
00000000000987654321	ABC Company	\$5,926.31	(\$1,188,546.28)
	Total	\$20,778.27	(\$1,613,002.97)

Balance Summary

Average Ledger Balance	31 Days	\$24,672.16
Less Average Float		\$1,885.19
Average Collected Balance		\$23,086.97
Average Positive Collected Balance		\$23,086.97
Collected Balance		\$23,086.97
Less Reserve Requirement	10.000000%	\$2,308.70
Investable Balance		\$20,778.27
Positive Collected Balance		\$23,086.97
Less Balance Required for Services		\$1,636,089.94
Excess/(Deficit) Balance		(\$1,613,002.97)

Results Summary

Earnings Credit Allowance	0.200000%	\$3.53
Less Total Analyzed Fees		\$250.12
Total Analyzed Results		(\$246.59)
Total Analyzed Service Charges This Statement		\$246.59

The Total Deficit Analyzed Result of \$246.59 was Charged to Account 123456789 on 09/07/10.



America's Most Convenient Bank®

Service Detail

Track service activity grouped by product category.

Page 2 of 4

Activity For: 08/01/10 to 08/31/10
Relationship: 0000000001123456789
Settlement Account: 0000000001123456789
Settlement Type: Debit
Settlement Cycle: Monthly

ABC COMPANY

Service Detail

AFP Code	Service Description	Volume	Unit Price	Total Price	Balance Required
Balance And Compensation Info					
000230	FDIC Assessment	25	\$0.1150	\$2.88	\$18,838.71
Depository Services					
010101	Deposits Processed	34	\$1.0000	\$34.00	\$222,401.48
100200	Checks Deposited	60	\$0.1500	\$9.00	\$58,870.98
150100	Checks Paid	792	\$0.2200	\$174.24	\$1,139,742.17
General Account Services					
100000	Account Maintenance	2	\$15.0000	\$30.00	\$196,236.60
Total Analyzed Fees				\$250.12	\$1,636,089.94
Total Fee Based Fees				\$0.00	\$0.00
Total Waived Fees				\$0.00	\$0.00
Total Services Performed				\$250.12	

Historical Summary

Period	Average Ledger Balance	Average Uncollected Balance	Average Collected Balance	Earnings Credit	Analyzed Services	Service Charges Paid
September	\$60,253.10	\$3,995.02	\$55,253.05	\$10.12	\$120.23	\$110.11
October	\$62,121.12	\$4,102.04	\$58,353.20	\$11.23	\$131.53	\$120.30
November	\$65,063.00	\$4,069.01	\$60,994.56	\$11.28	\$115.17	\$103.89
December	\$77,988.66	\$4,000.77	\$73,988.85	\$14.14	\$130.52	\$125.38
January	\$74,203.00	\$4,977.11	\$69,226.50	\$13.23	\$113.34	\$100.11
February	\$64,612.12	\$4,998.00	\$59,614.00	\$10.29		
March	\$66,960.00	\$4,515.01	\$62,448.85	\$11.93		
April	\$61,327.27	\$6,206.03	\$55,121.55	\$10.19		
May	\$66,427.07	\$3,974.22	\$62,453.00	\$11.93		
June	\$68,749.96	\$3,783.64	\$64,966.45	\$9.61		
July	\$71,612.52	\$7,187.25	\$64,426.88	\$9.85		
August	\$100,209.00	\$5,859.89	\$94,351.52	\$14.42	\$167.02	\$152.60

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.

Historical Summary

Monitor relationship activity over a period of time.



Bank

America's Most Convenient Bank®

TD Bank

Account Analysis Statement

Guide

**Bank**

America's Most Convenient Bank®

Page 1 of 4

Activity For: 08/01/16 to 08/31/16
 Relationship: 0000000001123456789
 Settlement Account: 0000000000123456789
 Settlement Type: Debit
 Settlement Cycle: Monthly
 Officer: Sally Jones
 TM Officer: Joe Smith
 Phone #: (207) 111-2222
 Client Support Phone #: (800) 999-9991

3 ABC COMPANY
 123 STREET
 ANYTOWN, ST 12345

4 Welcome to your new Account Analysis statement.

5 Relationship Summary

Account Number	Account Name	Investable Balance	Excess/(Deficit) Balance
00000000000123456789	ABC Company	\$13,851.96	(\$444,456.69)
00000000000987654321	ABC Company	\$6,926.31	(\$1,168,546.28)
	Total	\$20,778.27	(\$1,613,002.97)

6 Balance Summary

Average Ledger Balance	31 Days	\$24,672.16
Less Average Float		\$1,585.19
Average Collected Balance		\$23,086.97
Average Positive Collected Balance		\$23,086.97
Collected Balance		\$23,086.97
Less Reserve Requirement	10.000000%	\$2,308.70
Investable Balance		\$20,778.27
Positive Collected Balance		\$23,086.97
Less Balance Required for Services		\$1,636,089.94
Excess/(Deficit) Balance		(\$1,613,002.97)

7 Results Summary

Earnings Credit Allowance	0.200000%	\$3.53
Less Total Analyzed Fees		\$250.12
Total Analyzed Results		(\$246.59)
Total Analyzed Service Charges This Statement		\$246.59

The Total Deficit Analyzed Result of \$246.59 was Charged to Account 123456789 on 09/07/16.

Activity For: 08/01/16 to 08/31/16
 Relationship: 0000000001123456789
 Settlement Account: 0000000001123456789
 Settlement Type: Debit
 Settlement Cycle: Monthly

ABC COMPANY

8 Service Detail					
AFP Code	Service Description	Volume	Unit Price	Total Price	Balance Required
Balance And Compensation Info					
000230	FDIC Assessment	25	\$0.1150	\$2.88	\$18,838.71
Depository Services					
010101	Deposits Processed	34	\$1.0000	\$34.00	\$222,401.48
100200	Checks Deposited	60	\$0.1500	\$9.00	\$58,870.98
150100	Checks Paid	792	\$0.2200	\$174.24	\$1,139,742.17
General Account Services					
100000	Account Maintenance	2	\$15.0000	\$30.00	\$196,236.60
Total Analyzed Fees				\$250.12	\$1,636,089.94
Total Fee Based Fees				\$0.00	
Total Waived Fees				\$0.00	
Total Services Performed				\$250.12	

Historical Summary						
Period	Average Ledger Balance	Average Uncollected Balance	Average Collected Balance	Earnings Credit	Analyzed Services	Service Charges Paid
September	\$60,253.10	\$3,995.02	\$55,253.05	\$10.12	\$120.23	\$110.11
October	\$62,121.12	\$4,102.04	\$58,353.20	\$11.23	\$131.53	\$120.30
November	\$65,063.00	\$4,069.01	\$60,994.56	\$11.28	\$115.17	\$103.89
December	\$77,988.66	\$4,000.77	\$73,988.85	\$14.14	\$139.52	\$125.38
January	\$74,203.00	\$4,977.11	\$69,226.50	\$13.23	\$113.34	\$100.11
February	\$64,612.12	\$4,998.00	\$59,614.00	\$10.29	\$121.10	\$110.81
March	\$66,960.00	\$4,515.01	\$62,448.65	\$11.93	\$142.17	\$130.24
April	\$61,327.27	\$6,206.03	\$55,121.55	\$10.19	\$144.82	\$134.63
May	\$66,427.07	\$3,974.22	\$62,453.00	\$11.93	\$127.44	\$115.51
June	\$68,749.96	\$3,783.64	\$64,966.45	\$9.61	\$134.62	\$125.01
July	\$71,612.52	\$7,187.25	\$64,426.88	\$9.85	\$156.83	\$146.98
August	\$100,209.00	\$5,859.69	\$94,351.52	\$14.42	\$167.02	\$152.60

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.

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
- TM Officer – Treasury Management Officer
- Phone # - Treasury Management Officer's Phone Number
- Client Support Phone # - Treasury Management Services Support 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.
- Positive Collected Balance - Average positive daily collected balance for the month.
- 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
- Total Analyzed Service Charges This Statement – The total amount of analyzed fees that will be billed to the Customer's Settlement Account this billing period.

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.

Sample TD eTreasury Reports

Current Day Combination Report - UOB Training

Ledger Date: 06/11/2018 Account: 5900002601 - Checking - '5900002601' Bank ID: 011103093

Description	Item(s)	Amount (USD)
1 Day Float		0.00
2 or more days float		0.00
Current Available		30,008.91
Current Balance		30,008.91
Opening Ledger		30,008.91

Ledger Date: 06/11/2018 Account: 5900002619 - Checking - '5900002619' Bank ID: 011103093

Description	Item(s)	Amount (USD)
1 Day Float		0.00
2 or more days float		0.00
Current Available		49,121.24
Current Balance		49,121.24
Opening Ledger		49,121.24

Bank Totals

Bank ID: 011103093

Description	Amount (USD)
1 Day Float	0.00
2 or more days float	0.00
Current Available	79,130.15
Opening Ledger	79,130.15

End of Bank Totals

Ledger Date: 06/11/2018 Account: 29143188 - Checking - '29143188' Bank ID: 211274450

Description	Item(s)	Amount (USD)
1 Day Float		0.00
2 or more days float		0.00
Current Available		86,362.78
Current Balance		86,362.78
Opening Ledger		86,362.79

Bank Totals

Bank ID: 211274450

Description	Amount (USD)
1 Day Float	0.00
2 or more days float	0.00
Current Available	86,362.78
Opening Ledger	86,362.79

End of Bank Totals

Grand Totals

Description	Amount (USD)
1 Day Float	0.00
2 or more days float	0.00
Current Available	165,492.93
Opening Ledger	165,492.94

End of Bank Totals

End Of Report

Paid Check Report: Paid Check Sample Report - UOB Training

Ledger Date: 04/20/2018 Account: 5900002619 - Checking - '5900002619' Bank Id: 011103093

Debits			
Description	Bank Reference	Customer Reference	Amount (USD)
Check Paid CHECK		0000196941	42.23
Check Paid POD CHECK		0000196974	108.00
Check Paid CHECK		0000196986	175.00
Check Paid CHECK		0000197001	200.98
Check Paid CHECK		0000196980	284.59
Check Paid CHECK CASHED		0000196997	367.89
Check Paid CHECK		0000197053	369.40
Check Paid CHECK		0000196907	447.84
Check Paid CHECK		0000197062	568.60
Check Paid POD CHECK		0000197048	797.55
Check Paid CHECK		0000196944	829.47
Check Paid CHECK		0000196967	1,506.72
Check Paid CHECK		0000196985	1,600.00
Check Paid CHECK		0000196932	1,739.10
Check Paid CHECK		0000197037	2,057.36
Check Paid CHECK		0000196895	3,666.88
Check Paid CHECK		0000196946	3,693.34
Check Paid CHECK		0000196893	5,000.00
Check Paid CHECK		0000196928	7,743.75
Check Paid CHECK		0000197009	21,650.40

Debits Total: 20 Item(s) 52,849.10

Grand Totals

Description	Amount (USD)
Check Paid 20 Item(s)	52,849.10

End Of Report

Report Criteria:

Transaction Types: 475

Date Range: (>= 04/20/2018 12:00:00 AM & <= 04/20/2018 11:59:59 PM)

Accounts: Disbursement - 5900002619

Prior Day Combination Report: PD Combo Sample Report 1 - UOB Training

1 Day Float	0.00
2 or more days float	0.00
Accrued Interest	0.00
Closing Available	1,166,333.87
Closing Ledger	215,333.87
Interest Paid Year to Date	0.00
Opening Available	1,166,333.87
Opening Ledger	1,298,240.08
Total Credits	2 157,336.53
Total Debits	15 289,242.74
Total Investment Position	951,000.00

Credits			Distributed Funds			
Description	Bank Reference	Customer Reference	0-Day	1-Day	2+Day	Amount (USD)
	ACH Credit Received Total:	1 Item(s)	0.00	0.00	0.00	25,336.53
	ACH Settlement Total:	1 Item(s)	0.00	0.00	0.00	105.00
Book Transfer Credit CHECK X-FER 02-06-18	000017104	0				5.00
Book Transfer Credit WIRE X-FER	000017101	0				10,067.85
	Book Transfer Credit Total:	4 Item(s)	0.00	0.00	0.00	11,504.37
	Cash Letter Credit Total:	1 Item(s)	0.00	0.00	0.00	13,605.45
	Individual Automatic Transfer Credit Total:	1 Item(s)	0.00	0.00	0.00	132,000.00
	ZBA Credit Transfer Total:	1 Item(s)	0.00	0.00	0.00	25,336.53
Credits Total: 9 transactions			0.00	0.00	0.00	207,887.88

(Ledger Date: 04/18/2018, Account: 5900002619, Checking, '5900002619' Continued)

Debits			
Description	Bank Reference	Customer Reference	Amount (USD)
Check Paid CHECK	722217701	80620	56.55
Check Paid CHECK	759229711	80595	133.95
Check Paid CHECK	722192771	80602	321.83
Check Paid CHECK	738908776	80625	621.05
Check Paid CHECK	722192491	80599	1,557.19
Check Paid CHECK	739453261	80506	4,293.76
Check Paid CHECK	722192776	80603	5,763.08
Check Paid CHECK	759222651	80606	6,354.93
Check Paid CHECK	759209716	80623	7,102.12
Check Paid CHECK	739352356	80553	7,728.46
Check Paid CHECK	713040366	80561	11,869.89
Check Paid CHECK	713074951	80624	13,118.56
Check Paid CHECK	722092386	80581	29,439.11
Check Paid CHECK	745005516	80577	68,882.26
Check Paid Total: 14 Item(s):			157,242.74
Individual Automatic Transfer Debit INTERNAL TRANSFER	000000000	0	132,000.00
Individual Automatic Transfer Debit Total: 1 Item(s):			132,000.00
Outgoing Money Transfer ABC COMPANY	700046514	0	8,479.85
Outgoing Money Transfer Total: 1 Item(s):			8,479.85
ZBA Debit Transfer ZBA XFER TO CHECKING ACCT 5900002601	000000000	0	25,336.53
ZBA Debit Transfer Total: 1 Item(s):			25,336.53
Debits Total: 17 transactions			323,059.12

Bank Totals

Bank ID: 011103093

Description	Amount (USD)
1 Day Float	0.00
2 or more days float	0.00
Closing Available	1,166,333.87
Closing Ledger	215,333.87
Opening Available	1,166,333.87
Opening Ledger	1,298,240.08
Total Credits	157,336.53
Total Debits	289,242.74
Total Investment Position	951,000.00

End of Bank Totals

End Of Report

Report Criteria:

Transaction Types: 513,D-DCR,514,D-FEX,516,518,522,524,D-COM,526,527,D-STO,529,531,533,D-SEC,535,538,540,541,542,543,544,546,547,548,549,552,RC-ANY,554,555,557,558,563,564,566,D-RTI,567,568,RC-RTI,574,575,D-CMZ,577,578,581,595,597,616,622,D-BRF,627,629,631,633,634,641,644,651,654,D-INT,656,657,658,659,661,662,663,664,666,667,668,669,672,673,674,676,677,678,679,681,682,683,684,686,687,688,691,692,693,694,695,696,698,699,D-MSC,890,108,C-ANY,115,C-LBX,116,118,121,122,123,135,136,142,143,145,147,155,156,164,165,166,168,169,171,172,173,174,175,C-CHK,176,184,187,C-CLR,189,191,195,196,198,201,202,206,208,212,213,C-DCR,214,C-FEX,216,218,221,222,224,C-COM,226,227,C-STO,229,232,233,C-SEC,234,235,236,237,238,240,241,242,243,244,246,247,248,249,252,RD-ANY,254,255,257,258,261,263,266,C-RTI,268,RD-RTI,274,275,C-CMZ,276,277,278,281,286,295,301,306,308,331,342,C-BRF,344,345,346,347,348,349,351,353,354,C-INT,357,358,359,362,363,364,366,367,368,369,372,373,374,376,377,378,379,381,382,383,384,386,387,388,391,392,393,394,395,397,398,399,C-MSC,408,409,D-ANY,415,D-LBX,421,422,423,435,445,447,451,452,455,462,464,466,468,469,472,474,475,D-CHK,476,477,479,481,484,485,487,D-CLR,489,491,493,495,496,498,501,502,506,508,512,697,RD-BRF,RD-CHK,RC-CLR,RD-CMZ,RD-COM,RD-DCR,RD-FEX,RD-INT,RC-LBX,RD-MSC,RC-SEC,RD-STO

Date Range: >= 04/18/2018 00:00 & <= 04/18/2018 23:59

Accounts: Disbursement - 5900002619

Prior Day Combination Report: PD Combo Sample Report 2 - UOB Training

Ledger Date: 04/20/2018 Account: 5900002601 - Checking - '5900002601' Bank Id: 011103093

Description	Items	Amount (USD)
1 Day Float		0.00
2 or more days float		0.00
3 or more days float		0.00
4 Day Float		0.00
Avg. Closing Available MTD		26,494.96
Closing Available		85,211.08
Closing Ledger		85,211.08
Opening Available		85,211.08
Opening Ledger		85,286.48
Total Credit Count	0	
Total Credits	0	0.00
Total Debit Count	200	
Total Debits	2	75.40
Total Float		0.00

Credits			Distributed Funds			Amount (USD)
Description	Bank Reference	Customer Reference	0-Day	1-Day	2+Day	
Interest Adjustment Credit CREDIT INTEREST / ANALYSIS INT						1,499.82
Interest Adjustment Credit Total:		1 Item(s)	0.00	0.00	0.00	1,499.82
Other Deposit DEPOSIT						124.10
Other Deposit DEPOSIT						1,027.45
Other Deposit DEPOSIT						3,057.00
Other Deposit Total:		3 Item(s)	0.00	0.00	0.00	4,208.55
Credits Total: 4 transactions			0.00	0.00	0.00	5,708.37

Debits			
Description	Bank Reference	Customer Reference	Amount (USD)
ACH Debit Received 1ST PAYROL BILLING			47.50
ACH Debit Received Total:		1 Item(s):	47.50
Check Paid CHECK		0000027534	86.00
Check Paid CHECK		0000027571	86.00
Check Paid CHECK		0000059343	115.00
Check Paid CHECK		0000059342	115.00
Check Paid CHECK		0000059648	160.94
Check Paid CHECK		0000059661	188.46

(Ledger Date: 04/20/2018, Account: 5900002601, Checking, '5900002601' Continued)

Debits			
Description	Bank Reference	Customer Reference	Amount (USD)
Check Paid POD CHECK		0000027434	250.00
Check Paid CHECK		0000059341	340.00
Check Paid CHECK		0000059684	361.00
Check Paid CHECK		0000059678	503.81
Check Paid CHECK		0000059671	583.95
Check Paid CHECK		0000027552	895.00
Check Paid POD CHECK		0000059646	1,370.00
Check Paid CHECK		0000059610	3,410.00
Check Paid CHECK		0000059620	6,505.25
Check Paid CHECK		0000059685	6,608.77
Check Paid CHECK		0000059523	46,097.22
Check Paid Total: 17 Item(s):			67,676.40
Misc. Fees SERVICE CHARGE / ANALYSIS FEES			27.90
Misc. Fees Total: 1 Item(s):			27.90
Debits Total: 19 transactions			67,751.80

Bank Totals

Bank ID: 011103093

Description	Amount (USD)
1 Day Float	0.00
2 or more days float	0.00
3 or more days float	0.00
4 Day Float	0.00
Avg. Closing Available MTD	26,494.96
Closing Available	85,211.08
Closing Ledger	85,211.08
Opening Available	85,211.08
Opening Ledger	85,286.48
Total Credits	0.00
Total Debits	75.40
Total Float	0.00

End of Bank Totals

End Of Report

Transaction Types: 513,D-DCR,514,D-FEX,516,518,522,526,527,D-STO,529,531,533,D-SEC,535,538,540,541,542,543,544,546,547,548,549,552,RC-ANY,554,555,557,558,563,564,566,D-RTI,567,574,577,578,581,595,597,616,622,D-BRF,627,629,631,633,634,641,644,651,656,657,658,659,661,662,663,664,666,667,668,669,672,673,674,676,677,678,679,681,682,683,684,686,687,688,691,692,693,694,695,696,698,890,115,C-LBX,116,118,121,122,123,135,136,142,143,145,147,155,156,164,165,166,168,169,171,172,173,174,175,C-CHK,176,184,187,C-CLR,189,191,195,196,198,201,202,206,208,212,213,C-DCR,214,C-FEX,216,218,221,222,226,229,232,234,235,236,237,238,240,241,242,243,244,246,247,248,249,254,255,257,258,261,263,274,276,277,278,281,286,295,301,306,308,331,342,C-BRF,344,345,346,347,348,349,351,353,357,358,359,362,363,364,366,367,368,369,372,373,374,376,377,378,379,381,382,383,384,386,387,388,391,392,393,394,395,397,398,408,421,422,423,435,445,447,451,452,455,462,464,466,468,469,472,474,475,D-CHK,476,477,479,481,484,485,489,491,493,495,496,498,501,502,506,508,512,697,RD-BRF,RD-CHK,487,D-CLR,RC-CLR,275,C-CMZ,RD-CMZ,575,D-CMZ,224,C-COM,RD-COM,524,D-COM,RD-DCR,RD-FEX,354,C-INT,RD-INT,654,D-INT,415,D-LBX,RC-LBX,399,C-MSC,RD-MSC,699,D-MSC,266,C-RTI,268,RD-RTI,568,RC-RTI,233,C-SEC,RC-SEC,227,C-STO,RD-STO,409,D-ANY,108,C-ANY,252,RD-ANY

Date Range: >= 04/20/2018 00:00 & <= 04/20/2018 23:59

Accounts: Operating - 5900002601

Prior Day Detail Report: PD Detail Sample Report - UOB Training

Ledger Date: 04/18/2018 Account: 5900002601 - Checking - '5900002601' Bank Id: 011103093

Credits			Distributed Funds			
Description	Bank Reference	Customer Reference	0-Day	1-Day	2+Day	Amount (USD)
Cash Letter Credit RDC COMMERCIAL	738851176	3				293.90
Cash Letter Credit Total: 1 Item(s)			0.00	0.00	0.00	293.90
Credits Total: 1 Item(s)			0.00	0.00	0.00	293.90

Ledger Date: 04/18/2018 Account: 5900002619 - Checking - '5900002619' Bank Id: 011103093

Credits			Distributed Funds			
Description	Bank Reference	Customer Reference	0-Day	1-Day	2+Day	Amount (USD)
ACH Credit Received AC -	245959675	0				25,336.53
ACH Credit Received Total: 1 Item(s)			0.00	0.00	0.00	25,336.53
ACH Settlement AC -ACH TRANS	009519296	0				105.00
ACH Settlement Total: 1 Item(s)			0.00	0.00	0.00	105.00
Book Transfer Credit CARD X-FER 02-12-18	000017103	0				5.00
Book Transfer Credit CHECK X-FER 02-06-18	000017104	0				5.00
Book Transfer Credit CARD PAYMENTS 02-12-18	000017102	0				1,426.52
Book Transfer Credit WIRE X-FER	000017101	0				10,067.85
Book Transfer Credit Total: 4 Item(s)			0.00	0.00	0.00	11,504.37
Cash Letter Credit RDC COMMERCIAL	739147501	1				13,605.45
Cash Letter Credit Total: 1 Item(s)			0.00	0.00	0.00	13,605.45
Individual Automatic Transfer Credit INTERNAL TRANSFER	000000000	0				132,000.00
Individual Automatic Transfer Credit Total: 1 Item(s)			0.00	0.00	0.00	132,000.00
ZBA Credit Transfer ZBA XFER FROM CHECKING ACCT 5900002643	000000000	0				25,336.53
ZBA Credit Transfer Total: 1 Item(s)			0.00	0.00	0.00	25,336.53
Credits Total: 9 Item(s)			0.00	0.00	0.00	207,887.88

Debits			
Description	Bank Reference	Customer Reference	Amount (USD)
Check Paid CHECK	722217701	80620	56.55
Check Paid CHECK	759229711	80595	133.95

(Ledger Date 04/18/2018 for ' - Account '5900002619 Checking '5900002619" in USD' Continued)

(Debits Continued)			
Description	Bank Reference	Customer Reference	Amount (USD)
Check Paid CHECK	722192771	80602	321.83
Check Paid CHECK	738908776	80625	621.05
Check Paid CHECK	722192491	80599	1,557.19
Check Paid CHECK	739453261	80506	4,293.76
Check Paid CHECK	722192776	80603	5,763.08
Check Paid CHECK	759222651	80606	6,354.93
Check Paid CHECK	759209716	80623	7,102.12
Check Paid CHECK	739352356	80553	7,728.46
Check Paid CHECK	713040366	80561	11,869.89
Check Paid CHECK	713074951	80624	13,118.56
Check Paid CHECK	722092386	80581	29,439.11
Check Paid CHECK	745005516	80577	68,882.26
Check Paid Total: 14 Item(s)			157,242.74
Individual Automatic Transfer Debit INTERNAL TRANSFER	000000000	0	132,000.00
Individual Automatic Transfer Debit Total: 1 Item(s)			132,000.00
Outgoing Money Transfer ABC COMPANY	700046514	0	8,479.85
Outgoing Money Transfer Total: 1 Item(s)			8,479.85
ZBA Debit Transfer ZBA XFER TO CHECKING ACCT 5900002601	000000000	0	25,336.53
ZBA Debit Transfer Total: 1 Item(s)			25,336.53
Debits Total: 17 Item(s)			323,059.12
End Of Report			

Report Criteria:

Transaction Types: 513,D-DCR,514,D-FEX,516,518,522,526,527,D-STO,529,531,533,D-SEC,535,538,540,541,542,543,544,546,547,548,549,552,RC-ANY,554,555,557,558,563,564,566,D-RTI,567,574,577,578,581,595,597,616,622,D-BRF,627,629,631,633,634,641,644,651,656,657,658,659,661,662,663,664,666,667,668,669,672,673,674,676,677,678,679,681,682,683,684,686,687,688,691,692,693,694,695,696,698,890,115,C-LBX,116,118,121,122,123,135,136,142,143,145,147,155,156,164,165,166,168,169,171,172,173,174,175,C-CHK,176,184,187,C-CLR,189,191,195,196,198,201,202,206,208,212,213,C-DCR,214,C-FEX,216,218,221,222,226,229,232,234,235,236,237,238,240,241,242,243,244,246,247,248,249,254,255,257,258,261,263,274,276,277,278,281,286,295,301,306,308,331,342,C-BRF,344,345,346,347,348,349,351,353,357,358,359,362,363,364,366,367,368,369,372,373,374,376,377,378,379,381,382,383,384,386,387,388,391,392,393,394,395,397,398,408,421,422,423,435,445,447,451,452,455,462,464,466,468,469,472,474,475,D-CHK,476,477,479,481,484,485,489,491,493,495,496,498,501,502,506,508,512,697,RD-BRF,RD-CHK,487,D-CLR,RC-CLR,275,C-CMZ,RD-CMZ,575,D-CMZ,224,C-COM,RD-COM,524,D-COM,RD-DCR,RD-FEX,354,C-INT,RD-INT,654,D-INT,415,D-LBX,RC-LBX,399,C-MSC,RD-MSC,699,D-MSC,266,C-RTI,268,RD-RTI,568,RC-RTI,233,C-SEC,RC-SEC,227,C-STO,RD-STO,409,D-ANY,108,C-ANY,252,RD-ANY

Date Range: (>= 04/18/2018 12:00:00 AM & <= 04/18/2018 11:59:59 PM)

Accounts: Operating - 5900002601, Disbursement - 5900002619

UOB Training

Report Run Date: 06/11/2018 14:40

Multi-Day Statement: PD Multi-Day Statement Sample - UOB Training

Requested Dates: 04/18/2018 00:00 thru 04/20/2018 23:59

Company: UOB Training
Account: 5900002619 - 5900002619

Account Summary	Amount
Opening Ledger (as of 04/18/2018)	\$1,298,240.08
Total Debits	\$494,672.32
Total Credits	\$224,027.61
Closing Ledger (as of 04/20/2018)	\$474,220.82

Credit Transactions	Amount	Bank Reference	Customer Reference	Notes
04/20/2018 ACH Credit Received	\$682.50			PMT SYS TXNS/FEES
04/20/2018 Interest Adjustment Credit	\$36.00			CREDIT INTEREST / ANALYSIS INT
04/20/2018 ACH Credit Received	\$90.00			ACH FUNDS
04/20/2018 ACH Credit Received	\$278.13			ETS CR CD DEP
04/20/2018 Other Deposit	\$667.00			DEPOSIT
04/20/2018 Other Deposit	\$60.00			DEPOSIT
04/20/2018 Other Deposit	\$563.25			DEPOSIT
04/20/2018 Other Deposit	\$318.00			DEPOSIT
04/20/2018 Other Deposit	\$121.50			DEPOSIT
04/20/2018 Other Deposit	\$80.50			DEPOSIT
04/20/2018 Interest Adjustment Credit	\$572.38			CREDIT INTEREST / ANALYSIS INT
04/19/2018 Individual Automatic Transfer Credit	\$299.53			ETTRANSFER CR / Online Xfer Transfer from CK 5900002601
04/19/2018 Other Deposit	\$9.00			DEPOSIT

Credit Transactions		Amount	Bank Reference	Customer Reference	Notes
04/19/2018	Other Deposit	\$45.00			DEPOSIT
04/19/2018	Other Deposit	\$65.00			DEPOSIT
04/19/2018	Other Deposit	\$800.00			DEPOSIT
04/19/2018	Other Deposit	\$310.35			DEPOSIT
04/19/2018	Other Deposit	\$399.38			DEPOSIT
04/19/2018	Other Deposit	\$4,818.48			DEPOSIT
04/19/2018	ACH Credit Received	\$2,350.62			BANKCARD
04/19/2018	ACH Credit Received	\$3,289.11			AMERICAN EXPRESS
04/19/2018	Other Deposit	\$284.00			DEPOSIT
04/18/2018	Book Transfer Credit	\$5.00	000017104	0	CHECK X-FER 02-06-18
04/18/2018	Book Transfer Credit	\$5.00	000017103	0	CARD X-FER 02-12-18
04/18/2018	Book Transfer Credit	\$1,426.52	000017102	0	CARD PAYMENTS 02-12-18
04/18/2018	Book Transfer Credit	\$10,067.85	000017101	0	WIRE X-FER
04/18/2018	ZBA Credit Transfer	\$25,336.53	000000000	0	ZBA XFER FROM CHECKING ACCT 5900002643
04/18/2018	Cash Letter Credit	\$13,605.45	739147501	1	RDC COMMERCIAL
04/18/2018	ACH Settlement	\$105.00	009519296	0	AC -ACH TRANS
04/18/2018	ACH Credit Received	\$25,336.53	245959675	0	AC-
04/18/2018	Individual Automatic Transfer Credit	\$132,000.00	000000000	0	INTERNAL TRANSFER
Item	31	\$224,027.61			
Debit Transactions		Amount	Bank Reference	Customer Reference	Notes
04/20/2018	Check Paid	\$21,650.40		0000197009	CHECK
04/20/2018	Check Paid	\$7,743.75		0000196928	CHECK
04/20/2018	Check Paid	\$5,000.00		0000196893	CHECK
04/20/2018	Check Paid	\$3,693.34		0000196946	CHECK

Debit Transactions		Amount	Bank Reference	Customer Reference	Notes
04/20/2018	Check Paid	\$3,666.88		0000196895	CHECK
04/20/2018	Check Paid	\$2,057.36		0000197037	CHECK
04/20/2018	Check Paid	\$1,739.10		0000196932	CHECK
04/20/2018	Check Paid	\$1,600.00		0000196985	CHECK
04/20/2018	Check Paid	\$1,506.72		0000196967	CHECK
04/20/2018	Check Paid	\$829.47		0000196944	CHECK
04/20/2018	Check Paid	\$797.55		0000197048	POD CHECK
04/20/2018	Check Paid	\$568.60		0000197062	CHECK
04/20/2018	Check Paid	\$447.84		0000196907	CHECK
04/20/2018	Check Paid	\$369.40		0000197053	CHECK
04/20/2018	Check Paid	\$367.89		0000196997	CHECK CASHED
04/20/2018	Check Paid	\$284.59		0000196980	CHECK
04/20/2018	Check Paid	\$200.98		0000197001	CHECK
04/20/2018	Check Paid	\$175.00		0000196986	CHECK
04/20/2018	Check Paid	\$108.00		0000196974	POD CHECK
04/20/2018	Check Paid	\$42.23		0000196941	CHECK
04/20/2018	Misc. Debit	\$74,613.40			ETTRANSFER DB / Online Xfer Transfer to CK 5900002601
04/19/2018	Misc. Debit	\$23,894.26			ETTRANSFER DB / Online Xfer Transfer to CK 5900002601
04/19/2018	Check Paid	\$21.00		0000027558	CHECK
04/19/2018	Check Paid	\$66.00		0000027578	CHECK CASHED
04/19/2018	Check Paid	\$86.00		0000027572	CHECK
04/19/2018	Check Paid	\$86.00		0000027562	CHECK
04/19/2018	Check Paid	\$86.00		0000027506	CHECK
04/19/2018	Misc. Debit	\$13,435.63			DEBIT TRANSFER / TD Bank, N.A. LOAN PAYMENT
04/19/2018	Check Paid	\$250.00		0000021102	CHECK

Debit Transactions		Amount	Bank Reference	Customer Reference	Notes
04/19/2018	Check Paid	\$838.13		0000021095	CHECK
04/19/2018	Check Paid	\$975.46		0000021013	CHECK CASHED
04/19/2018	Check Paid	\$1,317.10		0000021082	CHECK
04/19/2018	Check Paid	\$2,968.12		0000021093	CHECK
04/19/2018	Check Paid	\$127.00		0000027519	CHECK
04/18/2018	Outgoing Money Transfer	\$8,479.85	700046514	0	ABC COMPANY
04/18/2018	Individual Automatic Transfer Debit	\$132,000.00	000000000	0	INTERNAL TRANSFER
04/18/2018	ZBA Debit Transfer	\$25,336.53	000000000	0	ZBA XFER TO CHECKING ACCT 5900002601
04/18/2018	Check Paid	\$56.55	722217701	80620	CHECK
04/18/2018	Check Paid	\$133.95	759229711	80595	CHECK
04/18/2018	Check Paid	\$321.83	722192771	80602	CHECK
04/18/2018	Check Paid	\$621.05	738908776	80625	CHECK
04/18/2018	Check Paid	\$1,557.19	722192491	80599	CHECK
04/18/2018	Check Paid	\$4,293.76	739453261	80506	CHECK
04/18/2018	Check Paid	\$5,763.08	722192776	80603	CHECK
04/18/2018	Check Paid	\$6,354.93	759222651	80606	CHECK
04/18/2018	Check Paid	\$7,102.12	759209716	80623	CHECK
04/18/2018	Check Paid	\$7,728.46	739352356	80553	CHECK
04/18/2018	Check Paid	\$11,869.89	713040366	80561	CHECK
04/18/2018	Check Paid	\$13,118.56	713074951	80624	CHECK
04/18/2018	Check Paid	\$68,882.26	745005516	80577	CHECK
04/18/2018	Check Paid	\$29,439.11	722092386	80581	CHECK
Item	51	\$494,672.32			

End Of Report

Report Criteria:

Sort By: Date
Date Range: >= 04/18/2018 00:00 & <= 04/20/2018 23:59
Accounts: 474220.82 - 5900002619

Prior Day Summary Report: PD Summary Sample Report - UOB Training

Ledger Date: 04/17/2018 Account: 5900002601 - Checking - '5900002601' Bank Id: 011103093

Description	Item(s)	Amount (USD)
1 Day Float		0.00
2 or more days float		0.00
3 or more days float		0.00
4 Day Float		0.00
Avg. Closing Available MTD		142,757.02
Closing Available		76,635.33
Closing Ledger		76,635.33
Opening Available		76,635.33
Opening Ledger		176,635.33
Total Credit Count	0	
Total Credits	0	0.00
Total Debit Count	100	
Total Debits	1	100,000.00
Total Float		0.00

Ledger Date: 04/17/2018 Account: 5900002619 - Checking - '5900002619' Bank Id: 011103093

Description	Item(s)	Amount (USD)
1 Day Float		0.00
2 or more days float		0.00
3 or more days float		0.00
4 Day Float		0.00
Avg. Closing Available MTD		226,434.98
Closing Available		155,960.17
Closing Ledger		155,960.17
Opening Available		155,960.17
Opening Ledger		232,909.74
Total Credit Count	0	
Total Credits	0	0.00
Total Debit Count	400	
Total Debits	4	76,949.57
Total Float		0.00

Bank Totals

Bank ID: 011103093

Description	Amount (USD)
1 Day Float	0.00

2 or more days float	0.00
3 or more days float	0.00
4 Day Float	0.00
Avg. Closing Available MTD	369,192.00
Closing Available	232,595.50
Closing Ledger	232,595.50
Opening Available	232,595.50
Opening Ledger	409,545.07
Total Credits	0.00
Total Debits	176,949.57
Total Float	0.00
End of Bank Totals	

End Of Report

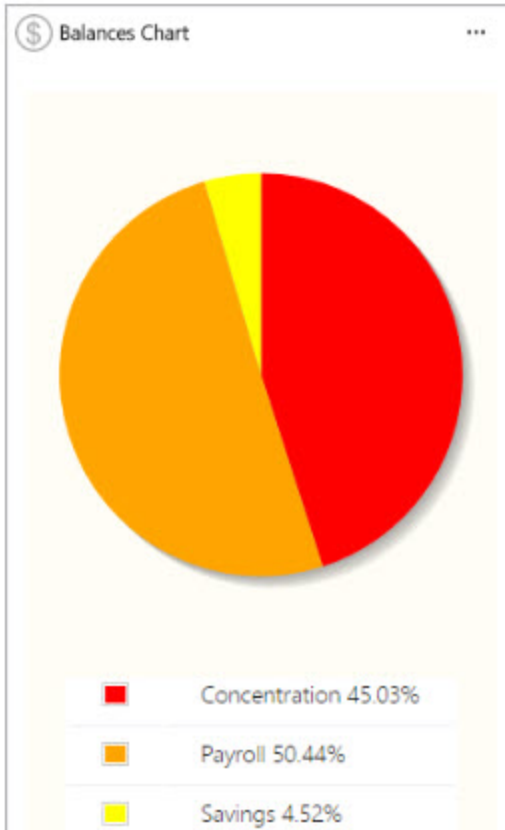
Report Criteria:

Date Range: >= 04/17/2018 00:00 & <= 04/17/2018 23:59
Accounts: Operating - 5900002601, Disbursement - 5900002619

Change Layout ▼

Account Balances All Accounts ▼ ...			
Loan ^	Action	Current Principal Balance	Current Balance
Business Loan	▼	\$200,000.00 As of 03/27/2018 16:05	\$200,102.22 As of 03/27/2018 16:05
Line of Credit	▼	\$0.00 As of 03/27/2018 16:05	\$0.00 As of 03/27/2018 16:05
Savings ^	Action	Opening Available	Current Balance
Savings	▼	\$1,386.01 As of 03/16/2018	\$51,555.00 As of 03/27/2018 16:05
Checking ^	Action	Opening Available	Current Balance
Concentration	▼	\$13,798.04 As of 03/16/2018	\$45,420.00 As of 03/27/2018 16:05
Disbursement	▼	\$352,185.94 As of 03/16/2018	\$65,600.00 As of 03/27/2018 16:05

Shortcuts ...	
Create Payment	
Create Transfer	
View Statement	
Manage Stop Payments	
Manage Users	
Create New User	
View Alerts	
Manage Alerts	
View Messages	
Manage Positive Pay	
Manage Account Reports	
Manage ACH Authorizations	



TD Lockbox Proposed Solution



Bank

America's Most Convenient Bank®

(1) Credit Card
Payment
received
In-House



(2) TD Bank
Lockbox
Receives Paper
Check and
Credit Card
Remittances



(1) The
County's
Customers Mail
Checks and
Credit Card
Payments to
Dedicated



x

(3) Remittances are
Sorted by Payee &
batched for
processing

(3.1) Exception
Items are Made
Available via
the Web for
Decisioning



(4) Remittances are
scanned & Checks are
deposited in the DDA



(6) The County Logs Into a
Secure Web Portal to View &
Research Payment
Information

(6.1) Images are Archived
Online



(5) TD Bank Lockbox
Transmits the
County's Customized
Output Receivables
File to a Secure FTP
Server



Screenshot of TD Bank Lockbox Online System – R360

- **Lockbox Summary Page**

With the standard TD Bank Lockbox Online configuration, the **Lockbox Summary** page is the first page that appears after a user connects to TD Bank Lockbox Online. This page displays a summary for the current processing date of all lockboxes that a user has permissions to view.

The screenshot shows the TD Bank Lockbox Summary page. At the top is the TD Bank logo. Below it is a navigation bar with links: Lockbox Summary, Batch Summary, Search Options, Alerts, Remitters, and Users. The main header area displays 'Lockbox Summary' on the left and 'Good Morning Dr. Today is Wednesday, November 5, 2008' on the right. Below this, it shows 'Deposit Date: 6/5/2008' and 'Showing Results 1 - 1 of 1'. A table follows with columns: Lockbox, Batch Count, Transaction Count, and Deposit Total. The table contains one row for '726 - TD Bank Lockbox' with a Batch Count of 2, Transaction Count of 8, and Deposit Total of \$787.90. Below the table are navigation links: « First | « Previous | Next » | Last ». At the bottom, there is a 'Deposit Date:' field set to '6/5/2008' with a calendar icon and a 'Go' button.

Lockbox	Batch Count	Transaction Count	Deposit Total
726 - TD Bank Lockbox	2	8	\$787.90

- **Lockbox Batch Summaries**

The **Batch Summary** page enables you to view a lockbox's batch summary data for a single date or a range of dates. The **Batch Summary** page also has hyperlinks that take you to pages that provide additional detail for your batches, transactions, checks, and individual documents.

The screenshot shows the TD Bank Lockbox Batch Summary page. At the top is the TD Bank logo. Below it is a navigation bar with links: Lockbox Summary, Batch Summary, Search Options, Alerts, Remitters, and Users. The main header area displays 'Batch Summary' on the left and 'Good Morning Dr. Today is Thursday, October 30, 2008' on the right. Below this, there is a 'Date Range:' section with two date pickers set to '10/30/2008' and a 'Lockbox:' section with a dropdown menu set to '<-- Select lockbox -->' and a 'Go' button. A small 'top' link is visible at the bottom left.

top

- **Batch Details**

The **Batch Detail** page displays detailed data for individual batches. It lists all of a batch's transactions and check data, including individual and aggregate check amounts.

[Help](#)
[Contact](#)
[Log Out](#)

[Lockbox Summary](#)
[Batch Summary](#)
[Search Options](#)
[Alerts](#)
[Remitters](#)
[Users](#)

Batch Detail

Good Morning Dr.
Today is Thursday, October 30, 2008

Lockbox: 726 - Commerce Demo Lockbox
Deposit Date: 5/29/2008
 Showing Results 1 - 2 of 2

Batch ID	Transaction	Amount	R/T	Account	Serial	Remitter
1	1	\$1,375.00	026013673	7910005003	003477	Cway, Inc.
	2	\$350.80	026013673	7910005003	003658	Cway, Inc.
Batch 1 Total:		\$1,725.80				

« First | « Previous | Next » | Last »

- **Transaction Detail**

The **Transaction Detail** page lets you view check data, stubs data entry, and document information for individual transactions.

[Help](#)
[Contact](#)
[Log Out](#)

[Lockbox Summary](#)
[Batch Summary](#)
[Search Options](#)
[Alerts](#)
[Remitters](#)
[Users](#)

Transaction Detail

Good Morning Dr.
Today is Thursday, October 30, 2008

Lockbox: 726- Sales Demo, Inc.
Deposit Date: 5/29/2008
Batch: 1
Transaction: 1

Checks
 Showing Results 1 - 1 of 1

R/T	Account	Serial	Remitter	Amount
026013673	7910005003	003477	Cway, Inc.	\$1,375.00

« First | « Previous | Next » | Last »

Data Entry
 Showing Results 1 - 1 of 1

Invoice Amount	Invoice Number
\$1,300.00	347700000

« First | « Previous | Next » | Last »

Documents
 Showing Results 1 - 2 of 2

Document	Description
1	Invoice
2	Invoice

- **Search Option Menu**

The Lockbox Deposit/Data **Search** page provides you with a tool to quickly and easily locate deposits for a specific date or range of dates. You can narrow searches by lockbox, deposit date, batch, and the user-defined fields. You can also narrow large numbers of transactions into just those transactions that satisfy the search objectives.

On the **Search Results** page, the **Download Images** button lets you download all of the data on the **Search Results** page, including images, into an archived .zip file. The .zip file contains all the images associated with all the search results, including batches, transactions, and images in their native formats.

[Help](#) | [Contact](#) | [Log Out](#)

[Lockbox Summary](#) | [Batch Summary](#) | [Search Options](#) | [Alerts](#) | [Remitters](#) | [Users](#)

Search
Lockbox: 726 - TD Bank Lockbox

Good Morning Dr.
Today is Wednesday, November 5, 2008

Information

- The Deposit Date range is limited to 45 day(s) when searching this lockbox.

Search Criteria

Lockbox: 726 - TD Bank Lockbox
Deposit Date(s):
(mm/dd/yyyy)
Batch: -
Check Number:
Check Amount: -
Display Correspondence Only Transactions: ☐
Display Mark Sense Transactions Only: ☐

Advanced Find

Search Field	Comparison	Value

Sort By:

Display Fields

Available		Selected
Check Sequence	>>	
Account Number	>	
Check Amount		
R/T		
Check Number	<	
Invoice Amount		
Invoice Number	<<	

[top](#)

- **Remittance Searches**

The **Remittance Search** page lets you search for specific checks and accompanying scanned documents from a specific remitter for a specific date or date range.



[Help](#) | [Contact](#) | [Log Out](#)

[Lockbox Summary](#) | [Batch Summary](#) | [Search Options](#) | [Alerts](#) | [Remitters](#) | [Users](#)

Remittance Search
Good Morning Dr.
Today is Wednesday, November 5, 2008

Remittance Search Criteria

Remitter Name:

Lockbox: <-- All lockboxes -->

Deposit Date: 11/5/2008 11/5/2008

Check Amount: -

Check Number:

Sort By: Lockbox / Ascending

Search
Clear Search

- **Remitter search results**



[Help](#) | [Contact](#) | [Log Out](#)

[Lockbox Summary](#) | [Batch Summary](#) | [Search Options](#) | [Alerts](#) | [Remitters](#) | [Users](#)

All Remitters
Good Morning Dr.
Today is Thursday, October 30, 2008

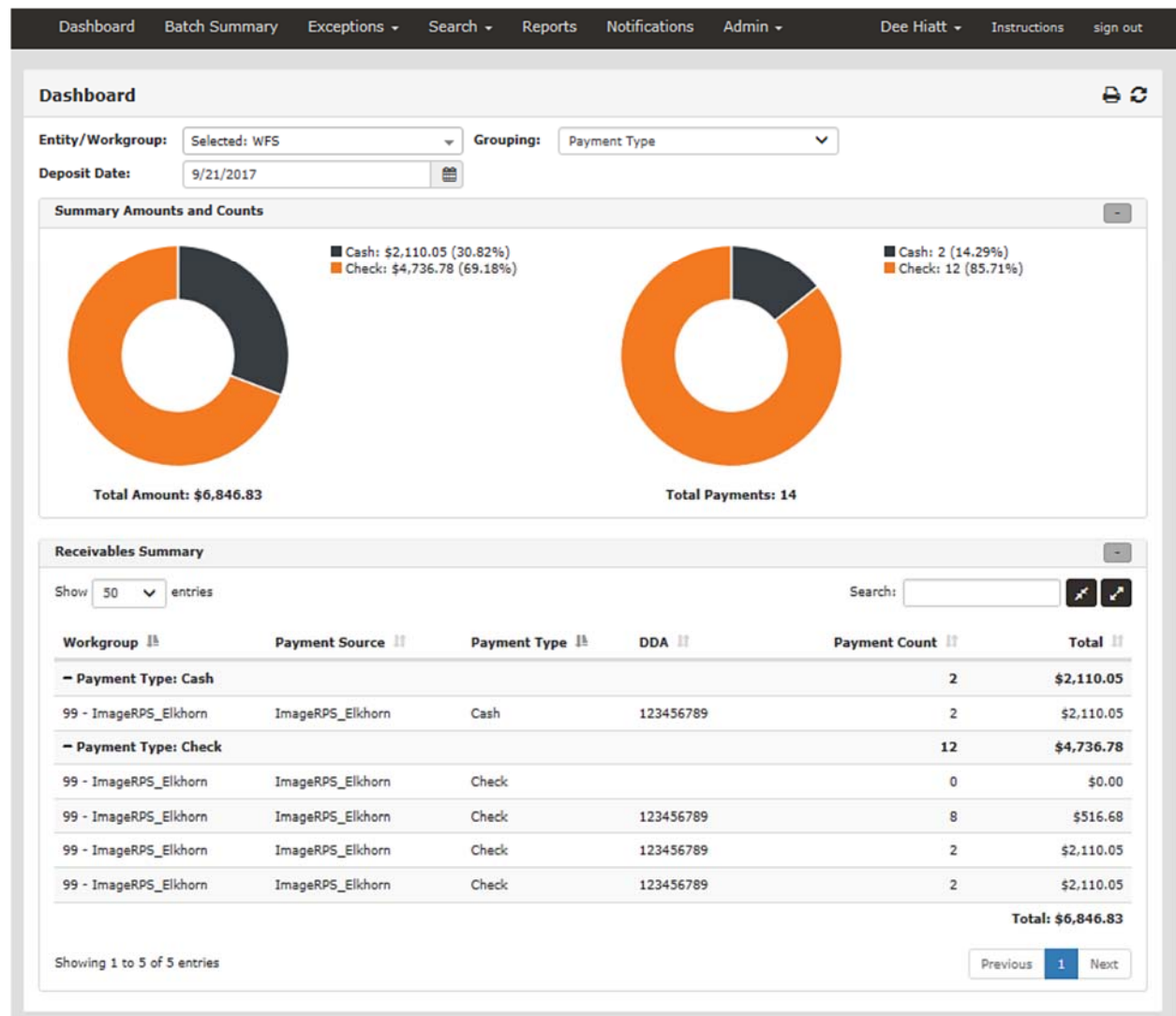
All Remitters
 Showing Results 1 - 2 of 2

Lockbox	Routing Number	Account Number	Remitter Name	Date Last Updated	
726	026013673	791000503	ABC Corp	3/3/2008 1:37:37 PM	
	026013673	791000503	Cway, Inc.	3/3/2008 1:37:54 PM	

Some Screenshot of TD Bank's Online Decisioning Portal

Upon login to TD Bank's Online Decisioning portal, the Dashboard page will displayed if the user has been granted permission to the page. Most users will not have permission for all menu items. The group to which the user is assigned and the roles applied to the groups determine permissions.

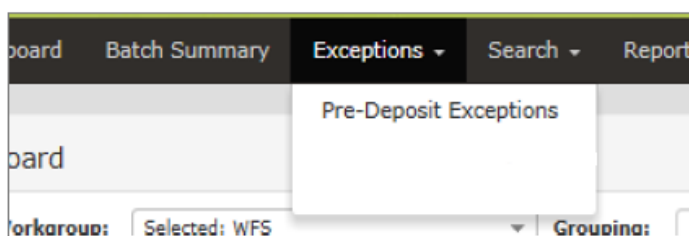
The Main Page, if granted by group permission, displays the Dashboard. This Dashboard filter will allow the customer to easily select and retrieve the lockboxes, batches and deposit date information for the decided batches processed thru our online decisioning Portal.



"Exceptions" is the menu item where customers can view payment items that require action by the customer to provide missing information and/or correct erroneous information. Within the dropdown for Exceptions, a Pre-Deposit Exceptions selection will display.

There are several permissions available through the Pre-Deposit Exception processing:

- Exceptions – Pre-Deposit – View Exceptions: The user will have the ability to drill down into a batch and view the Exceptions Detail and Exceptions Transaction Detail pages.
- Exceptions – Pre-Deposit – Manage Exceptions: This selection enables a user to lock an exceptions batch of work and process the exception. To process the exception the user may Accept, Reject or Save changes to each transaction in a batch.



The Pre-Deposit Exceptions Summary page displays a data grid of batches with exceptions that require resolution. Batches displayed in the Pre-Deposit Exceptions Summary grid are for the current Deposit Date only and have not yet met the deadline. Once the deadline has been met, the batches will no longer show up in the summary grid.

Pre-Deposit Exceptions Summary									
Show 10 entries		Search:							
Entity	Workgroup	Batch	Transaction Count	Deadline	Status	User	Deposit Date	Process Date	Payment Source
WFS\IntegraPay Bank\Mos Eisley Shipping\Woth Insurance	1701 - Enterprise Solutions 1	7616	4	11:00 pm CDT	Pending Decisioning		7/17/2017	7/17/2017	IntegraPAY
WFS\IntegraPay Bank\Mos Eisley Shipping\Woth Insurance	1701 - Enterprise Solutions 1	7617	4	11:00 pm CDT	Pending Decisioning		7/17/2017	7/17/2017	IntegraPAY
WFS\IntegraPay Bank\Mos Eisley Shipping\Woth Insurance	1701 - Enterprise Solutions 1	7619	4	11:00 pm CDT	Pending Decisioning		7/17/2017	7/17/2017	IntegraPAY
WFS\IntegraPay Bank\Mos Eisley Shipping\Woth Insurance	1701 - Enterprise Solutions 1	10944	3	11:00 pm CDT	Pending Decisioning		7/17/2017	7/17/2017	WebDDL
WFS\IntegraPay Bank\Mos Eisley Shipping\Woth Insurance	1701 - Enterprise Solutions 1	10945	3	11:00 pm CDT	Pending Decisioning		7/17/2017	7/17/2017	WebDDL
WFS\IntegraPay Bank\Mos Eisley Shipping\Woth Insurance	1701 - Enterprise Solutions 1	11442	4	11:00 pm CDT	Pending Decisioning		7/17/2017	7/17/2017	IntegraPAY
WFS\IntegraPay Bank\Mos Eisley Shipping\Woth Insurance	1701 - Enterprise Solutions 1	11443	4	11:00 pm CDT	Pending Decisioning		7/17/2017	7/17/2017	IntegraPAY
WFS\IntegraPay Bank\Mos Eisley Shipping\Woth Insurance	1701 - Enterprise Solutions 1	11953	4	11:00 pm CDT	Pending Decisioning		7/17/2017	7/17/2017	IntegraPAY
WFS\IntegraPay Bank\Mos Eisley Shipping\Woth Insurance	1701 - Enterprise Solutions 1	12049	4	11:00 pm CDT	Pending Decisioning		7/17/2017	7/17/2017	IntegraPAY
WFS\IntegraPay Bank\Mos Eisley Shipping\Woth Insurance	1701 - Enterprise Solutions 1	12594	4	11:00 pm CDT	Pending Decisioning		7/17/2017	7/17/2017	IntegraPAY
Showing 1 to 10 of 11 entries									Previous 1 2 Next

The Exceptions Detail page displays batch information at the top of the page and a data grid of the batch transactions in the lower part of the page. The status column will indicate the status of the batch as Pending Decisioning, Accepted, or Rejected. The customer would select a transaction in "Pending Decisioning" and work the item. The status will change to "In-Decisioning" once selected and the batch will then be "locked by" the user name shown on the Locked By screen.

Once all items have been worked for a batch, the batch will be released to be processed within our lockbox site. Each transaction status will show as either Accepted or Rejected.

Dashboard
Batch Summary
DDA Summary
Exceptions
Search
Reports
Notifications
Admin
Dee Hiatt
sign out

Pre-Deposit Exceptions Summary > Exceptions Detail

Deposit Date: 7/17/2017
Process Date: 7/17/2017
Entity: WFS\IntegraPay Bank\Mos Eisley Shipping\Hoth Insurance
Workgroup: 1701 - Enterprise Solutions 1
Payment Source: IntegraPAY
Batch: 7616
Deadline: 11:00 pm Central Daylight Time
Status: Pending Decisioning
Locked By:

Print

Unlocked Submit

Transaction Number	Payment Amount	RT	Account Number	Check/Trace/Ref Number	Payer	Status
1	\$95.15		333			Pending Decisioning
2	\$35.95		564			Pending Decisioning
3	\$1,500.00		251			Pending Decisioning
4	\$950.65		589			Pending Decisioning

The Online Decisioning Site also provides the ability to generate an exception detail report. This report provides the status, at the time the report is created, of each of the transactions in the batch and the current value of the data entry fields.

Exception Detail Report

Deposit Date: 1/30/2017

Process Date: 1/30/2017

Entity: WFS\Stark Industries\Avengers Tower

Workgroup: 1701 - Shield INC

Payment Source: integraPAY

Batch: 13

Deadline: 06:30 pm Central Daylight Time

Status: In Decisioning

Locked By: Dee Hiatt

Transaction 1 (Accepted)

Payment Items								
Exception Reason	Payment Amount	Payee	RT	Account Number	Check/Ref/Trace Number	Payer	CheckDE	RemitterName
Invalid Fruit	\$10.50		10400016	123456789	123		Test 1	Test Remitter Name 1
Invalid Fruit	\$15.50		10400016	123			Test 2	

Related Items				
Amount	DateValue	FloatValue	MoneyValue	StringValue
\$0.25	01/20/2017	10.10	\$20.20	Bananas
\$1.50	10/20/2017	10.10	\$20.20	Apples
\$6.80	05/15/2017	10.10	\$20.20	Bread
\$9.85	08/06/2017	10.10	\$20.20	Carrots
\$7.60	09/23/2016	12.25	\$21.50	Mango

Transaction 2 (Accepted)

Payment Items								
Exception Reason	Payment Amount	Payee	RT	Account Number	Check/Ref/Trace Number	Payer	CheckDE	RemitterName
Invalid Fruit	\$100.50		10400016	123456789	123		Test 1	Test Remitter Name 1

Related Items				
Amount	DateValue	FloatValue	MoneyValue	StringValue
\$0.25	01/20/2017	10.10	\$20.20	Bananas
\$1.50	10/20/2017	10.10	\$20.20	Apples
\$55.50	05/15/2017	10.10	\$20.20	Bread
\$0.99	12/30/2017	21.50	\$12.99	123puple
\$42.26	12/16/2017	12.99	\$11.15	111People

DashboardBatch SummaryExceptionsSearchReportsNotificationsAdmin

Dashboard

Entity/Workgroup:Selected: WFSGrouping:Payment Type

Payment SearchAdvanced SearchManage Queries

DashboardBatch SummaryExceptionsSearchReportsNotificationsAdminDee HiattInstructionsSign out

Payment Search

Search Criteria

Entity/Workgroup:Selected: WFS

Date Range:12/16/201612/16/2016

Payment Type:-- All --

Payment Source:-- All --

Sort By:Select one...

Query Builder

Field	Operator	Value
Select a Column	Select an Operator	

+ Add search criteria...

SearchClear Search

221

52_05102019_001_0003

Credit to the account of within named payee
Payment accepted without prejudice
Absence of endorsement guaranteed
TD Bank, NA

544

136

Debit



Bank

America's Most Convenient Bank®

TEST DOCUMENT

Lockbox Customer

\$2.21

Pay Two and 21/100

VOID VOID VOID

⑈395191⑈ ⑆022000046⑆ 9845732214⑈

52_05102019_001_0005

Credit to the account of within named payee
Payment accepted without prejudice
Absence of endorsement guaranteed
TD Bank, NA

CLIENT 515 ⑆71117⑆
BANK OF AMERICA 105 503094-020

6 31491

319	136	Debit



Bank
America's Most Convenient Bank®

TEST DOCUMENT

Lockbox Customer

\$ 5.21

Pay Five

21/100

INV # 2891918

VOID VOID VOID

0212003390 42190408631406

52_05102019_001_0007

Credit to the account of within named payee
 Payment accepted without prejudice
 Absence of endorsement guaranteed
 TD Bank, NA

5.21

530	136	Debit



Bank
America's Most Convenient Bank®

TEST DOCUMENT

Lockbox Customer

\$ 21.31

Pay Twenty One and

31/100

VOID VOID VOID

963203 054001204 226 004 441025

Enterprise Business Continuity And Crisis Management

External Statement



November 2017

Business Continuity and Crisis Management Program

Business Continuity and Crisis Management (BCCM) is a vital and integral part of the TD Bank Group's (TD) normal business operations. It includes the establishment of enterprise-wide business continuity and incident management processes that provide safeguards to minimize the likelihood, cost and duration of disruptions to business processes and services.

In preparation for and during incidents that could disrupt our business and operations, the enterprise-wide program supports the ability of senior management to continue to manage and operate their businesses, and provide customers access to products and services. Our robust program includes formal crisis management protocols and continuity strategies. TD regularly maintains and exercises business continuity and disaster recovery plans to address the loss or failure of any component on which critical functions depend.

TD's business continuity and crisis management program combines business resumption planning, incident management, and planning for systems recovery. It is governed by policies that are managed by TD's Operational Risk Management and Technology Solutions groups and aligns with professional practices of the business continuity industry.

Business Continuity Objectives

The objectives of Business Continuity are to:

- Safeguard TD's business operations;
- Support the personal safety of employees and customers;
- Support safeguarding of TD's assets;
- Mitigate and contain the impact of an interruption;
- Maintain continuity of management;
- Meet our business and service obligations to customers and stakeholders in the event of a business interruption; and
- Secure the reputation of TD.

Business Continuity Planning

All business and oversight functions management are responsible for implementing Enterprise Business Continuity and Crisis Management (EBCCM) practices and developing business-specific procedures, test plans and protocols. All business and oversight functions must assess their risk tolerance and sensitivity to a business disruption by completing the Business Impact Analysis (BIA) process to establish an enterprise criticality rating, which then determines recovery targets and the rigour of business continuity activities. The recovery strategy considers the nature, scale and complexity of the business to ensure it can reasonably continue to function and meet its various obligations in the event of an interruption. The business continuity plans address the loss or failure of critical people, systems, processes, facilities and suppliers and are supported by appropriate arrangements whether provided internally or outsourced. Our business continuity plans are reviewed at a minimum annually by business management and TD's EBCCM group to verify accuracy, quality and compliance.

Incident Management

TD maintains an enterprise-level incident management structure and protocol in order to facilitate effective oversight, ownership and management of crises and incidents affecting the Bank, coordinated through the EBCCM group. Escalation and communication protocols are established, exercised, maintained and coordinated in combination with business management to ensure that appropriate decision-making, effective internal and external communications and media-handling occur. All business segments and applicable oversight functions, as defined by the EBCCM group, must maintain and exercise their incident management protocols in accordance with established BCCM standards. All incident management protocols are reviewed annually by the EBCCM group. The EBCCM group is responsible for maintaining the TD's enterprise-level incident management structure and protocol for currency and accuracy, and for exercising annually.

Exercising of Business Continuity Plans and Incident Management Protocols

All TD businesses must exercise their business continuity plans and incident management protocols in accordance with the EBCCM Policy. All exercise and test results are reviewed at a minimum annually by the business management and the EBCCM group. Exercises are required to ensure arrangements are sufficient to meet required continuity and recovery objectives. Criteria for exercise success are based on pre-established objectives to meet minimum business continuity and incident management exercise standards.

Disaster Recovery Program

TD's Disaster Recovery Planning is managed from within TD's Technology Risk Management and Information Security Department and is comprised of a comprehensive set of technical strategies, procedures, and governance programs designed to minimize the impacts of technical interruption, and to facilitate the return to normal levels of operation and service delivery.

The program is intended to ensure the recoverability of TD's mainframe systems, applications and data, high risk distributed applications, high risk technology infrastructure, and high risk data networks. High Risk applications are housed within hardened internal data centers, with dedicated recovery solutions in place at a proprietary recovery site. Recovery plans for these high risk systems are reviewed annually and updated as necessary.

Disaster recovery exercises are performed for these solutions annually and documented in confidential internal reports.

Conclusion

TD's business continuity, incident management protocols and disaster recovery plans are documented, exercised and tested, of which, the results¹ are subject to regular independent audit.

TD does not obtain a periodic SSAE16 audit. However, pursuant to Section 404 of the Sarbanes-Oxley Act, our independent auditors have audited the effectiveness of TD's internal controls over financial reporting, results of which are publicly available as part of TD's consolidated financial statements.

TD's EBCCM Program TD's EBCCM Program is designed to meet requirements of various regulatory and supervisory agencies including: The Office of the Superintendent of Financial Institutions (OSFI), Autorité des marchés financiers (AMF), the Federal Financial Institutions Examination Council (FFIEC), the Federal Reserve Board (FRB), Federal Deposit Insurance Corporation (FDIC), the Office of the Comptroller of the Currency (OCC), Financial Industry Regulatory Authority (FINRA), The Financial Conduct Authority, Prudential Regulation Authority, Netherlands, Hong Kong Monetary Authority (HKMA) and the Monetary Authority of Singapore (MAS). TD's EBCCM Program also aligns with international standards such as the ISO22301, and Canadian Standards Association (z1600).

Our intent is to exercise commercially prudent and reasonable efforts to assure business continuity for TD and its customers. However, no representation or warranty is made or implied that certain events will not affect TD's systems. This document is intended as a guide to TD's EBCCM Program and nothing in this document modifies, amends, supplements or supersedes in any way any agreement, warranty or representation with respect to TD's products or services, including availability of such products or services. TD reserves the right to change the procedures and disciplines described in this document without notice, as it deems appropriate.

¹ Please note that TD's internal and vendor assessments are not available for public review.

Miami FL MSA

Demographic Information for Full-Scope Area: Miami FL MSA						
Demographic Characteristics	#	Low % of #	Moderate % of #	Middle % of #	Upper % of #	NA* % of #
Geographies (Census Tracts/BNAs)	1,216	5.8	25.9	33.3	32.8	2.1
Population by Geography	5,564,635	4.7	27.3	34.6	33.1	0.3
Owner-Occupied Housing by Geography	1,329,038	2.1	23.1	36.3	38.5	0.0
Businesses by Geography	764,572	3.3	21.9	30.3	43.6	0.8
Farms by Geography	11,984	3.0	22.7	31.6	42.5	0.3
Family Distribution by Income Level	1,317,377	22.4	17.3	18.9	41.3	0.0
Household Distribution by Income Level	2,019,604	24.5	16.1	17.0	42.4	0.0
Median Family Income = \$59,043	Median Housing Value (Dec. 2016)					\$305,000
FFIEC Median Family Income for 2016 = \$58,133	Unemployment Rate (Dec. 2016)					= 4.9%
Households Below the Poverty Level = 11.0%						

(*) The NA category consists of geographies that have not been assigned an income classification.

Sources: 2010 U.S. Census, 2016 FFIEC updated MFI; National Assoc. of Realtors 2016 MHV; and BLS 2016 unemployment.

The Miami MSA was selected for a full-scope review. The Miami MSA AA consists of the Miami-Miami Beach-Kendall; Fort Lauderdale-Pompano Beach-Deerfield Beach; and West Palm Beach-Boca Raton-Delray Beach MDs. The 2016 FFIEC adjusted median family income for this MSA is approximately \$58.1 thousand, decreasing from the 2010 level of approximately \$59.0 thousand; however there is a significant range between the MDs with the Miami-Miami Beach-Kendall MD at \$48.1 thousand and West Palm Beach-Boca Raton-Delray Beach at \$65.4 thousand. Among the top 25 metro areas in the U.S., Miami has the second-lowest median household income, just ahead of Tampa, with the two remaining in the bottom but switching places under the updated 2016 data. The 2017 poverty level in the MSA is 11.0 percent; however, the poverty rate within Miami-Dade County and City of Miami, FL is significantly higher at approximately 18.2 and 27.6 percent, respectively.

Banking competition is strong with 99 FDIC-insured depository institutions in the Miami MSA. TDBNA has an established presence in the MSA with 73 branches and 121 deposit-taking ATMs. TDBNA has approximately \$6.3 billion in deposits within this assessment area representing 54.0 percent of the bank's adjusted total domestic retail deposits in the Florida rating area. As of June 30, 2017, TDBNA ranked seventh with a deposit market share of 3.1 percent. Major banking competitors include Bank of America, N.A., Wells Fargo Bank, N.A., JPMorgan Chase Bank, N.A., and Citibank, N.A., with deposit market shares of 17.0 percent, 15.7 percent, 8.6 percent, and 8.4 percent, respectively.

The leisure and hospitality sectors are the center of the MSA economy with the world's three largest cruise lines: Carnival, Royal Caribbean, and Norwegian Cruise Lines all headquartered there. The healthcare sector is also a major employer. Some of the MSA's largest employers

are the University of Miami, Jackson Health Systems, Publix Supermarkets, and Baptist Health Systems.

The MSA economy has improved somewhat following the recession that began in late 2008. The unemployment rate was 4.9 percent as of December 2016, down slightly from 5.0 percent in December 2015. The median single-family housing value for the assessment area in 2016 of approximately \$305 thousand makes home ownership difficult, especially for LMI families with annual income of approximately \$29 thousand or less.

TDBNA offers full-scale retail services, loans, and deposits in the MSA and offers a range of banking services to businesses, including small businesses. During the evaluation period, 36.9 percent of TDBNA's HMDA loans and 56.4 percent of small business loans in the Florida rating area were made within the Miami MSA. There are opportunities for community development participation within the MSA with numerous community development and governmental organizations representing affordable housing, economic development, and services to LMI families. Through community contacts performed by the OCC and review of information obtained by bank management as part of their needs assessment in the AA during the evaluation period, primary financial needs for this AA identified include:

- Quality affordable housing for purchase or rent. Multiple contacts noted the pressures on housing prices caused by foreign buyers that are buying properties for cash for their own use or as investment properties;
- Flexible lending products to fund smaller multi-family affordable housing development not just larger LIHTC deals;
- Support for small businesses via improved access to financing;
- Financial education programs including small business technical assistance and working with individuals to improve their credit and improve cash flow; and
- Financial support for local community development organizations.

Table 1. Lending Volume

LENDING VOLUME													Geography: FLORIDA				Evaluation Period: JANUARY 1, 2014 TO DECEMBER 31, 2016						
Assessment Area (2016):	% of Rated Area Loans (#) in MA/AA*	Home Mortgage		Small Loans to Businesses		Small Loans to Farms		Community Development Loans**		Total Reported Loans		% of Rated Area Deposits in MA/AA**											
		#	\$ (000's)	#	\$ (000's)	#	\$ (000's)	#	\$ (000's)	#	\$(000's)												
Full Review:																							
Miami MSA	45.17	2,135	747,974	3,272	135,124	1	45	32	100,908	5,440	984,051	53.97											

Table 14. Qualified Investments

QUALIFIED INVESTMENTS									
Geography: FLORIDA					Evaluation Period: JANUARY 1, 2014 TO DECEMBER 31, 2017				
Assessment Area:	Prior Period Investments*		Current Period Investments		Total Investments			Unfunded Commitments**	
	#	\$(000's)	#	\$(000's)	#	\$(000's)	% of Total	#	\$(000's)
Full Review:									
Miami MSA	14	50,694	377	111,285	391	161,979	59.94	1	5,278

Table 15. Distribution of Branch Delivery System and Branch Openings/Closings

DISTRIBUTION OF BRANCH DELIVERY SYSTEM AND BRANCH OPENINGS/CLOSINGS										Geography: FLORIDA		Evaluation Period: JANUARY 1, 2014 TO DECEMBER 31, 2017							
MA/Assessment Area:	Deposit s	Branches						Branch Openings/Closings						Population					
	% of Rated Area Deposit s in AA	# of BANK Branch es	% of Rated Area Branch es in AA	Location of Branches by Income of Geographies (%)				# of Branch Openin gs	# of Branch Closing s	Net change in Location of Branches (+ or -)				% of Population within Each Geography*					
				Low	Mod	Mid	Upp			Low	Mod	Mid	Upp	Low	Mod	Mid	Upp		
Full Review:																			
Miami MSA	53.97	73	48.03	5.48	21.92	30.14	42.47	11	5	1	2	4	- 1	5.79	28.91	31.47	33.40		

Table 15: Distribution of Deposit-taking ATM Delivery System

Distribution of ATM* Delivery System				Geography: Florida				Evaluation Period: JANUARY 1, 2014 TO DECEMBER 31, 2017			
MA/Assessment Area:	Deposits	Deposit-taking ATMs				Population					
	% of Total Bank Deposits	#of Bank ATMs	% of Rated Area ATMs in AA	Location of ATMs by Income of Geographies**				% of Population within Each Geography*			
				Low	Mod	Mid	Upp	Low	Mod	Mid	Upp
Full Review:											
Miami MSA	53.97	121	55.76	5.79	23.14	31.40	37.19	5.79	28.91	31.47	33.40

Table O : Assessment Area Distribution of Home Mortgage Loans by Income Category of the Geography **2014-16**

Assessment Area:	Total Home Mortgage Loans				Low-Income Tracts			Moderate-Income Tracts			Middle-Income Tracts			Upper-Income Tracts			Not Available-Income Tracts		
	#	\$	% of Total	Overall Market	% of Owner-Occupied Housing Units	% Bank Loans	Agg	% of Owner-Occupied Housing Units	% Bank Loans	Agg	% of Owner-Occupied Housing Units	% Bank Loans	Agg	% of Owner-Occupied Housing Units	% Bank Loans	Agg	% of Owner-Occupied Housing Units	% Bank Loans	Agg
Full Review:																			
Miami MSA	2,135	747,974	36.4	144,769	2.1	1.6	1.2	23.1	20.3	16.7	36.3	27.4	36.9	38.5	50.7	45.1	0.0	0.0	0.1

Table P: Assessment Area Distribution of Home Mortgage Loans by Income Category of the Borrower **2014-16**

Assessment Area:	Total Home Mortgage Loans				Low-Income Borrowers			Moderate-Income Borrowers			Middle-Income Borrowers			Upper-Income Borrowers			Not Available-Income Borrowers		
	#	\$	% of Total	Overall Market	% Families	% Bank Loans	Agg	% Families	% Bank Loans	Agg	% Families	% Bank Loans	Agg	% Families	% Bank Loans	Agg	% Families	% Bank Loans	Agg
Full Review:																			
Miami MSA	2,135	747,974	36.4	144,769	22.4	3.9	2.2	17.3	14.2	9.7	18.9	13.5	17.7	41.3	67.5	53.9	0.0	0.8	16.4

Table Q: Assessment Area Distribution of Loans to Small Businesses by Income Category of the Geography **2014-16**

Assessment Area:	Total Loans to Small Businesses				Low-Income Tracts			Moderate-Income Tracts			Middle-Income Tracts			Upper-Income Tracts			Not Available-Income Tracts		
	#	\$	% of Total	Overall Market	% Bus	% Bank Loans	Agg	% Bus	% Bank Loans	Agg	% Bus	% Bank Loans	Agg	% Bus	% Bank Loans	Agg	% Bus	% Bank Loans	Agg
Full Review:																			
Miami MSA	3,272	135,124	53.8	242,848	3.3	3.9	3.2	21.9	22.3	20.5	30.3	30.8	28.5	43.6	42.3	46.8	0.8	0.7	0.9

Table R: Assessment Area Distribution of Loans to Small Businesses by Gross Annual Revenues **2014-16**

Assessment Area:	Total Loans to Small Businesses				Businesses with Revenues <= 1MM			Businesses with Revenues > 1MM		Businesses with Revenues Not Available	
	#	\$	% of Total	Overall Market	% Businesses	% Bank Loans	Aggregate	% Businesses	% Bank Loans	% Businesses	% Bank Loans
Full Review:											
Miami MSA	3,272	135,124	53.8	242,848	80.8	58.0	48.5	3.3	11.1	15.9	30.9

Home Buyer Financial Education				Small Business Financial Education			
Attendees		Hours		Attendees		Hours	
343		82		329		46	



TD BANK, N.A.

SIGNATURE AUTHORITY AND INCUMBENCY CERTIFICATE

I, Sindy Bruno-Lozada, hereby certify that I am the duly elected, qualified and acting Assistant Corporate Secretary of TD Bank, N.A. (the "Bank"), a national bank organized under the laws of the United States of America, and that the following is a true copy of the resolutions approved May 28, 2019 by the Board of Directors of the Bank, at which meeting a quorum of the Board was present; and that said resolutions have not been further modified or rescinded and are still in full force and effect:

1. General: Bank Officers

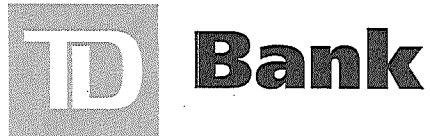
RESOLVED: That the President and CEO, the Chairman, any State, Regional, Market or Divisional President, any Executive Vice President and any Senior Vice President of the Bank is hereby authorized and empowered to execute any and all contracts, deeds, mortgages, notes, security agreements, financing statements, letters of credit, leases, assignments, releases, discharges, renegotiated loan and mortgage documents, purchase and sale agreements for the purchase, lease, sale and conveyance of the Bank's real and personal property and general contracts, documents, agreements and any other instruments in order to effectuate the business of the Bank; and, that any Vice President and any Assistant Vice President is hereby authorized and empowered to execute such of the foregoing as are directly related to his or her respective duties and in furtherance of the business and the interests of the Bank; and

2. Legal

FURTHER RESOLVED: That the General Counsel and any other attorney in the Legal Department of the Bank is hereby authorized and empowered as attorney for the Bank to execute pleadings and court or administrative filings (within the scope of pertinent court and administrative rules), settlement agreements, regulatory filings, applications, corporate filings, correspondence, deeds, leases, assignments, releases, discharges, documents, contracts, agreements and any other instruments related to and within the scope of his or her respective duties on behalf of and in furtherance of the business and the interests of the Bank; and

3. Finance: Certain Officers

FURTHER RESOLVED: That any Executive Vice President, Senior Vice President, Vice President, and Assistant Vice President in the Finance Department of the Bank is hereby authorized and empowered to execute federal, state, or local tax filings or settlements with, or requests to taxing authorities, settlement agreements, regulatory filings or reports, applications, correspondence, checks, notes, documents, agreements, and any other instruments related to and within the scope of their respective duties on behalf of and in furtherance of the business and the interests of the Bank; and



4. U.S. Real Estate: Certain Officers and Employees

FURTHER RESOLVED: That the President and CEO, the Chairman and any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President or any Officer in the Enterprise Real Estate Department, in order to effectuate the business of the Bank and as are directly related to his or her respective duties and the interests of the Bank, are hereby authorized and empowered to execute any and all documentation and any other instruments **not involving the expenditure of funds, or with a financial impact not to exceed \$250,000** (subject to the limitations contained in the TD Expense Authorization Policy).

For all matters **involving the expenditure of funds** in order to effectuate the business of the Bank and as are directly related to his or her respective duties and the interests of the Bank, the President and CEO, the Chairman, or any of the following persons, by Title/Position and Level, are hereby authorized and empowered to execute, consistent with the limitations contained in the TD Expense Authorization Policy, any and all documents and other instruments for the purchase, acquisition or disposition, assignment, lease or sublease of Corporate and Retail Bank Premise real property; and all documents relating to the purchase, acquisition or disposition, repair or replacement of personal property including but not limited to construction contracts, work orders, work authorizations, letter agreements, change orders, purchase orders for equipment and other personal property, master service agreements, construction letters of intent, contracts, invoices, applications for payment, expense reimbursements and purchase order payments.

TITLE/POSITION and LEVEL

Head of Enterprise Real Estate, E06/MP3

Head of Enterprise Real Estate Operations, E04/MP4

Head of North American Corporate Real Estate-CRM, E04/MP4

Head of Retail Real Estate, E04/MP4

Head of Enterprise Real Estate Strategic
Planning & Innovation, E04/MP4

5. Loans & Collections: Certain Officers and Employees

FURTHER RESOLVED: That any officer with the title Officer or above in the Consumer, Commercial, Small Business and Retail Loan Operations Departments, Retail Mortgage Department, Consumer, Commercial and Residential Collection and Recovery Departments, Commercial Loan Servicing, Small Business Loan Servicing, or Workout Departments of the Bank, and any of the following enumerated officers and employees of the Bank, is hereby authorized and empowered to execute deeds, mortgages, notes, security agreements, financing statements, assignments, releases, discharges, amendments, modification agreements, allonges and settlement agreements, and to transact business with any Federal Home Loan Bank and any execute any form of specific resolution to carry into effect the purpose and



intent of the foregoing resolution, or covering authority in matters authorized in the foregoing resolution, including forms or resolution in connection therewith that may be required by any Federal Home Loan Bank, and any other instruments incident to those documents listed above and necessary to carry out and effectuate the origination, closing, servicing, workout, or collection of loan debt to the Bank:

Commercial Loan Specialist I and, II
Loss Mitigation Manager
Loss Mitigation Specialist I and II
Support Specialist II
Team Lead I and II
Small Business Specialist I and II

6. Post-Closing Signature Authority

FURTHER RESOLVED: That the following employees of the Bank are hereby authorized and empowered to execute assignments and other documents required to sell loans or obtain applicable insurance coverage (FHA, VA, RHS), and any other instruments incident to those documents listed as are directly related to and within the scope of his or her respective duties and in furtherance of the business and the interests of the Bank:

Loan Operations Group Manager
Loan Operations Section Manager
Loan Operations-Operations Supervisor
Quality Control Specialist II and III
Post-Closing Manager
Loan Ops Team Lead I and II

7. Investments & Treasury Functions: Certain Officers

FURTHER RESOLVED: That any Executive Vice President, Senior Vice President, Vice President, or Assistant Vice President in the Finance or Treasury Department of the Bank, consistent with his or her respective duties and in furtherance of the business and the interests of the Bank, is hereby authorized and empowered to open and maintain with any brokerage firm or Bank at the discretion of management (collectively, "Brokers") one or more accounts on behalf of the Bank for the purchase and sale (including short sales) of, and dealing and trading in, the following:

- a. Any and all forms of securities including, without limitation, stocks, bonds, debentures, notes, script, rights, warrants, certificates of deposit and certificates of interest or indebtedness of any and every kind of nature whatsoever permitted by law for the bank;
- b. U.S. Government and federal agency (including, but not limited to, Government National Mortgage Association, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, and Federal Home Loan Bank) securities, asset-backed securities,



collateralized mortgage obligations, "when issued" transactions, and forward delivery contracts;

- c. Repurchase agreements and reverse repurchase (resale) agreements involving debt instruments of all kinds;
- d. Foreign currencies and foreign denominated bonds of all kinds;
- e. Standby (optional delivery) contracts and put and call option contracts (whether or not denominated as standby contracts) in any U.S. Government and federal agency securities, foreign currencies and foreign denominated bonds, and mortgage loans; and
- f. Financial, stock-index, and currency futures contracts, interest rate swaps, caps and floors, options on financial, stock-index and currency futures contracts (including futures contracts traded on foreign exchanges), and options on any underlying security, group of securities or index of securities, whether debt or equity, which options are currently trading or may in the future trade on any exchange, or in the over-the-counter market.

Each of the officers in the Finance or Treasury Department of the Bank designated herein is fully authorized on behalf of the Bank to enter into any agreement, in the name and on behalf of the Bank, which is a rate swap transaction, a basis swap, an equity or equity indexed swap, a forward rate transaction, commodity swap, commodity option, bond option, interest rate option, equity or equity indexed option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option, credit default or protection transaction or total return swap in respect of loans, debt or equity securities or other financial instruments or any similar transaction (including any option with respect to any of these transactions), or any combination of these transactions or similar type of transaction which the officer so acting deems to be necessary or appropriate consistent with the authority granted hereby.

Each of the officers in the Finance or Treasury Department of the Bank designated herein is fully authorized on behalf of the Bank to give and receive from Brokers oral or written instructions, confirmations, notices or demands by telephone, telex or otherwise with respect to such accounts and at all times to have complete authority in every way to bind and obligate the Bank for the carrying out of any contract, agreement or transaction entered into by any such officer for and on behalf of the Bank with or through Brokers; to pay in cash, check, draft or otherwise; to order the transfer or delivery of securities or other property to such officer or any other person whatsoever, to order the transfer of record of any securities to any name and/or to accept delivery of securities; to affix the corporate seal to any documents; to direct the sale or exercise of any rights with respect to any securities; to sign for the Bank all powers of attorney and/or other documents in connection with any such account, and to agree to any terms or conditions to control or govern any such account; to endorse any securities in order to pass title thereto, or any interest therein, or to direct Brokers to surrender any securities for the purpose of effecting any exchange or



conversion or otherwise; to appoint any other person or persons to do any and all things which any of such officers is hereby empowered to do and generally to do and take all action necessary in connection with the account, or considered desirable by such officer, or such agent, with respect thereto.

Each of the officers and Treasury Analysts in the Finance or Treasury Department of the Bank designated herein and identified by management is fully authorized on behalf of the Bank to transact business with the Federal Home Loan Bank of Pittsburgh and any form of specific resolution to carry into effect the purpose and intent of the foregoing resolution, or covering authority included in matters authorized in the foregoing resolution, including forms of resolutions in connection therewith that may be required by the Federal Home Loan Bank of Pittsburgh, is hereby adopted and incorporated herein by reference.

This Resolution shall be and remain in full force and effect until one business day after written notification of its revocation has been received by Brokers.

8. Trusts: Certain Officers and Employees

FURTHER RESOLVED: That the Divisional President, any Executive Vice President, Senior Vice President, Vice President, Assistant Vice President or Officer of the Wealth Management Group of the Bank, consistent with his or her respective duties and in furtherance of the trust, fiduciary, and investment business and interests of the Bank, is hereby authorized and empowered as agent for the Bank:

- a. To accept on behalf of the Bank the position of trustee, master trustee, custodian, paying agent, registrar, and any and all positions similar or ancillary thereto in connection with the establishment of any corporate trust account at the Bank.
- b. To execute mortgage and other indentures in which the Bank is named as Trustee.
- c. To authenticate or certify issues of bonds, notes and other investment securities.
- d. To sell, transfer, deliver, and convey, and to sign deeds, leases and other documents relating to real estate held in a fiduciary, representative, custodial or agency capacity.
- e. To sign assignments, releases and discharges of real estate mortgages held in a fiduciary, representative, or custodial capacity and to sign deeds, foreclosure instruments and other documents relating to the real estate conveyed by or subject to such mortgages.
- f. To sell, assign, transfer and deliver any personal property, tangible or intangible, including without limitation certificates of stock, bonds and other investment securities, and to sign and deliver any instruments of transfer, assignment or modification relating to such property held in a fiduciary, representative, custodial or agency capacity.



- g. To sign trust indentures or agreements, agency or custodial agreements and any other agreement or contract relating to the Bank's commencing or continuing to act in a fiduciary, representative, custodial or agency capacity.
- h. To sign any probate or court petitions, accounts, bonds and any other probate or court pleadings, instruments, documents relating to the appointment or confirmation of the Bank in a fiduciary or representative capacity, or to action taken by the Bank in this capacity.
- i. To execute checks, drafts or orders for the payment of money against funds held in a fiduciary, representative, custodial or agency capacity.
- j. To witness the destruction of certificates of stock, bonds, notes and other investment securities, as trustee, registrar, transfer agent or otherwise, and to sign all documents relating thereto.
- k. To take any and all such other actions and to execute any and all such other documents and instruments as may be necessary and appropriate in connection with the discharge by the Bank of its obligations pursuant to the Bank's service in any trust, master trust, custodial, agency or fiduciary capacity; and to affix the corporate seal of the Bank to any such documents so executed in his or her said capacity.
- l. To invest in and maintain with respect to Trusts and/or Trust Indentures any and all forms of securities including, without limitation:
 - 1. stocks, bonds, debentures, notes, script, rights, warrants, certificates of deposit and certificates of interest or indebtedness of any and every kind of nature whatsoever;
 - 2. U.S. Government and federal agency (including, but not limited to, Government National Mortgage Association, Federal National Mortgage Association and Federal Home Loan Mortgage Corporation) securities, asset-backed securities, collateralized mortgage obligations, "when issued" transactions, and forward delivery contracts;
 - 3. Repurchase agreements and reverse repurchase (resale) agreements involving debt instruments of all kinds;
 - 4. Foreign currencies and foreign denominated bonds of all kinds;
 - 5. Standby (optional delivery) contracts and put and call option contracts (whether or not denominated as standby contracts) in any U.S. Government and federal agency



securities, foreign currencies and foreign denominated bonds, and mortgage loans; and

6. Financial, stock-index, and currency futures contracts, interest rate swaps, caps and floors, options on financial, stock-index and currency futures contracts (including futures contracts traded on foreign exchanges), and options on any underlying security, group of securities or index of securities, whether debt or equity, which options are currently trading or may in the future trade on any exchange.

Each of the officers of the Wealth Management Group designated herein is fully authorized on behalf of the Bank to give and receive from Brokers oral or written instructions, confirmations, notices or demands by telephone, telex, facsimile or otherwise with respect to such accounts and at all times to have complete authority in every way to bind and obligate the Bank for the carrying out of any contract, agreement or transaction entered into by any such officer for and on behalf of the Bank with or through Brokers; to pay in cash, check, draft or otherwise; to order the transfer or delivery of securities or other property to such officer or any other person whatsoever, to order the transfer of record of any securities to any name and/or to accept delivery of securities; to affix the corporate seal to any documents; to direct the sale or exercise of any rights with respect to any securities; to sign for the Bank all powers of attorney and/or other documents in connection with any such account, and to agree to any terms or conditions to control or govern any such account; to endorse any securities in order to pass title thereto, or any interest therein, or to direct Brokers to surrender any securities for the purpose of effecting any exchange or conversion or otherwise; to appoint any other person or persons to do any and all things which any of such officers is hereby empowered to do and generally to do and take all action necessary in connection with the account, or considered desirable by such officer, or such agent, with respect thereto.

This Resolution shall be and remain in full force and effect until one business day after written notification of its revocation has been received by Brokers; and

9. Secondary Market Managers or Capital Markets Traders: Certain Officers and Employees

FURTHER RESOLVED: That any Executive Vice President, Senior Vice President, Vice President, Assistant Vice President, Secondary Market Manager, and Capital Markets Trader consistent with his or her respective duties and in furtherance of the business and the interests of the Bank, is hereby authorized and empowered to open and maintain with any brokerage firm at the discretion of management (collectively, "Brokers") one or more accounts on behalf of the Bank for the purchase and sale (including short sales) of, and dealing and trading in, the following:

- Whole mortgage loans (including, but not limited to, first and second residential mortgage loans, FHA project loans, and commercial loans), participations (including, but not limited to, 100% participations) in mortgage loans, instruments, certificates, or



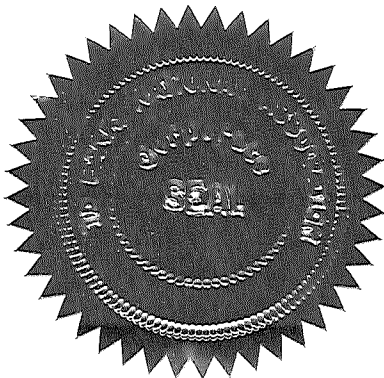
Mortgage Backed Securities ("MBS"), or securities issued in connection with mortgage loans, and loan servicing rights.

Each of the officers in the Mortgage Capital Markets or Secondary Market Department of the Bank designated herein is fully authorized on behalf of the Bank to give and receive from Brokers oral or written instructions, confirmations, notices or demands by telephone, telex or otherwise with respect to such accounts and at all times to have complete authority in every way to bind and obligate the Bank for the carrying out of any contract, agreement or transaction entered into by any such officer for and on behalf of the Bank with or through Brokers; to pay in cash, check, draft or otherwise; to order the transfer or delivery of Whole mortgage loans and MBS; to affix the corporate seal to any documents; to direct the sale or exercise of any rights with respect to any Whole mortgage loans and MBS to sign for the Bank all powers of attorney and/or other documents in connection with any such account, and to agree to any terms or conditions to control or govern any such account; to endorse any Whole mortgage loans and MBS in order to pass title thereto, or any interest therein; to appoint any other person or persons to do any and all things which any of such officers is hereby empowered to do and generally to do and take all action necessary in connection with the account, or considered desirable by such officer, or such agent, with respect thereto.

I further certify that the following person is a duly elected officer/employee of TD Bank, National Association.

Pamela Ramkalawan, Vice President

IN WITNESS WHEREOF, the undersigned has executed this certificate on the 5th day of August, 2019.




Sindy Bruno-Lozada, Assistant Secretary

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Broward County Board of County Commissioners

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.

RFP, Pg. 9, Standard Instructions to Vendors: Request for Proposals, Request for Qualifications, or Request for Letters, Section B. Responsibility Criteria, Subsection 1. Litigation History

TD Bank N.A. is a member of TD Bank Group and a subsidiary of the Toronto-Dominion Bank of Toronto, Canada. TD Bank N.A. and its affiliates are large, complex financial institutions that operate in North America and numerous countries. They are regularly the subject of claims, litigation and/or regulatory inquiries in the normal course of business. Any material claims made against TD Bank Financial Group are disclosed in its public filings, including Form 10-K filed with the U.S. Securities and Exchange Commission.

To the best of our knowledge, TD does not have any material cases that meet this criteria.

RFP, Pg. 11, Standard Instructions to Vendors: Request for Proposals, Request for Qualifications, or Request for Letters, Section C. Additional Information and Certifications, Subsection 3. Subcontractors/Subconsultants/ Suppliers Requirement

TD's business needs include dealings with third parties that provide services to the Bank in connection with providing Services to its customers. To the best of its knowledge, TD does not believe any of these third parties qualify as subcontractors.

Therefore, TD would like to have this Section removed in its entirety.

RFP, Pg. 64, Section. Treasury Services Questionnaire, Question 15

All change orders will be handled via the vault service provider. TD Bank locations will not be used to supply change orders.

RFP, Pg. 64, Section. Treasury Services Questionnaire, Question 16

Standing change orders would go through the vault/armored carrier.

RFP, Pg. 64, Section. Treasury Services Questionnaire, Question 16

The Vault would be in Miami, FL.

RFP, Pg. 67, Section. Lockbox Services Questionnaire, Question 2

The County's lockbox processing facility will be in Mount Laurel, NJ.



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RFP, Pg. 67, Section. Lockbox Services Questionnaire, Question 13

TD Lockbox services does not access external systems for real-time lookup processing. However, a lookup file provided by the County can be used to locate the payment information required to process the payment.

RFP, Pg. 77, Standard Certifications: Request for Proposals, Request for Qualifications, or Request for Letters of Interest, Section. Drug-Free Workplace Requirements Certification, Section 2

TD does not have a "program" as described. TD Bank's Drug and Alcohol Abuse Free Workplace Policy could possibly fit.

Subsection A – We have "given the lingering effects of illegal drug use and alcohol abuse" in our policy

Subsection B – We meet, no revisions needed

Subsection C – TD Bank has an Employee Assistance Program (EAP), but this is not mentioned in the policy. The EAP does provide info on drug addiction and where to seek help: http://w3.td.com/public/Intranet-Portal/US_Human_Resources/USHR_Human_Resources/documents/Welcome_to_Lifeworks.pdf

Therefore, TD would like to make the following changes to the wording of this section:

2. Establishing a continuing ~~drug-free awareness program~~ Drug and Alcohol Free Workplace Policy to inform its employees about:

- a. The dangers of ~~drug abuse in the workplace~~ lingering effects of illegal drug use and alcohol abuse;
- b. The offeror's policy of maintaining a drug-free workplace;
- c. ~~Any available drug counseling, rehabilitation, and employee assistance programs and~~
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

RFP, Pg. 77, Standard Certifications: Request for Proposals, Request for Qualifications, or Request for Letters of Interest, Section. Drug-Free Workplace Requirements Certification, Section 3.

TD Bank's Drug and Alcohol Abuse Free Workplace Policy is available to employees via the EE Handbook that is on the intranet. However, we do not initially give this to all of our employees once they begin their employment.

Therefore, TD would like to modify the language as follows:

3. ~~Giving-Making the statement available to~~ all employees engaged in performance of the contract ~~a copy of the statement~~ required by subparagraph 1;

RFP, Pg. 77, Standard Certifications: Request for Proposals, Request for Qualifications, or Request for Letters of Interest, Section. Drug-Free Workplace Requirements Certification, Section 4.

TD would not agree to this. The Bank cannot condition an employee's employment on adherence to our drug and alcohol policy. The Bank assesses every situation individually and violations may result in a variety of different disciplinary actions, including a written warning. The Bank asks that employees adhere to the policy and report violations (not exclusively in writing) but it is not a condition of employment.

Therefore, TD would like to modify the language as follows:

4. Notifying all employees, in writing, of the statement required by subparagraph 1, that ~~as a condition of employment on a covered contract~~ the employee shall:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the



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United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.

RFP, Pg. 77, Standard Certifications: Request for Proposals, Request for Qualifications, or Request for Letters of Interest, Section. Drug-Free Workplace Requirements Certification, Section 5.

This provision places an undue burden on the bank to provide this information when this information is publicly available if adjudicated and could include employees who have minor involvement in this contract. However, TD would be willing to negotiate this provision, provided it is much narrower in scope.

Therefore, TD reserves the right to negotiate this section.

RFP, Pg. 77, Standard Certifications: Request for Proposals, Request for Qualifications, or Request for Letters of Interest, Section. Drug-Free Workplace Requirements Certification, Section 6.

TD reserves the right to negotiate this section, for similar reasoning to the exception provided above.

RFP, Pg. 77, Standard Certifications: Request for Proposals, Request for Qualifications, or Request for Letters of Interest, Section. Drug-Free Workplace Requirements Certification, Section 7.

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 Section 11.27. A copy of TD Bank's policy is attached. However, because of the specific requirements, 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 Broward County accept its commitment to maintaining a drug-free workplace, as outlined in the TD Bank Drug and Alcohol Abuse Free Workplace policy. However, due to the aforementioned reasons we cannot agree to all of the above (Subparagraphs 1-6).

Standard Terms and Agreement, Pg. 2, Article 1. Definitions, Section 1.7 Subcontractors

TD's business needs include dealings with third parties that provide services to the Bank in connection with providing Services to its customers. To the best of its knowledge, TD does not believe any of these third parties qualify as subcontractors.

Therefore, TD wishes to include the following at the end of the definition of Subcontractors:

Notwithstanding the foregoing, for purposes of clarity and the avoidance of doubt, the term "subcontracting" shall be expressly limited to independent contractors, vendors or service providers engaged through contractual arrangements whereby an organization or person is specifically engaged by TD Bank to assist TD Bank in performing some, or all, of the contract between TD Bank and Broward County. For purposes of further clarification, and independent contractor, vendor or service provider that supplies the same or similar good and/or services to TD Bank and others generally that TD Bank will then use to deliver products and services to its customers generally shall not be deemed an "independent contract" arrangement. Additionally, for any service provider relationships for which TD Bank must otherwise obtain Broward County's consent, such consent shall not be unreasonably withheld.



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Standard Terms and Agreement, Pg. 2, Article 2. Exhibits, Addition of CMMA in Exhibits

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 these Conditions of Acceptance be included as part of any resulting contract between the County 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 County.

Therefore, TD would like to add language into this provision to address the Cash Management Master Agreement, which TD would like added as part of the Contract as an Exhibit.

Standard Terms and Agreement, Pg. 3, Article 3. Scope of Services, Section 3.1 Scope of Services

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 these Conditions of Acceptance be included as part of any resulting contract between the County 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 County.

Therefore, TD would like to add language into this provision to address the Cash Management Master Agreement, which TD would like added as part of the Contract as an Exhibit.

3.1. Scope of Services. Contractor shall perform all work identified in this Agreement including, without limitation, the work specified in Exhibit A (the "Scope of Services") and in the Cash Management Master Agreement ("CMMA"). The Scope of Services is a description of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Standard Terms and Agreement, Pg. 3, Article 4. Term and Time of Performance, Sections 4.2 Extensions

TD requests that the option to renew shall be upon the mutual written agreement of both parties.

Therefore, TD would like to add the following language to this provision:

4.2. Extensions. County shall have the option to renew this Agreement by mutual written agreement for additional one (1) year terms (each an "Extension Term") by sending notice of renewal to Contractor at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise this renewal option.

Standard Terms and Agreement, Pg. 5, Article 5. Compensation, Section 5.2 Method of Billing and Payment, Subsection 5.2.4

Contractor will manage its relationship with Subcontractors/Suppliers and pay them in accordance with agreements already established.

Therefore, TD would like to remove section 5.2.4.

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Standard Terms and Agreement, Pg. 5, Article 5. Compensation, Section 5.4 Subcontractors

TD's business needs include dealings with third parties that provide services to the Bank in connection with providing Services to its customers. To the best of its knowledge, TD does not believe any of these third parties qualify as subcontractors.

Therefore, TD would like to remove Section 5.4.

Standard Terms and Agreement, Pg.7, Article 7. Indemnification

Generally, TD Bank will not indemnify its customers. This provision must be reserved for negotiation, as this provision should not conflict with the other documents (e.g., the CMMA)

Standard Terms and Agreement, Pg. 8, Article 8. Insurance, Section 8.3

The Bank does not provide copies of policies to our customers.

Therefore, TD would like to remove the following language from this section:

8.3 On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, Contractor shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, ~~Contractor shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.~~

Standard Terms and Agreement, Pg. 8, Article 8. Insurance, Section 8.4, RE) Notice of Modification

The Bank does not provide notice of modifications to its customers.

Therefore, TD would like to remove the following language from this section:

8.4 Contractor shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by Contractor has been completed, as determined by Contract Administrator. Contractor or its insurer shall provide notice to County of any cancellation ~~or modification~~ of any required policy at least thirty (30) days prior to the effective date of cancellation ~~or modification~~ and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Contractor shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

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Standard Terms and Agreement, Pg. 9, Article 8. Insurance, Section 8.7 RE Deductibles/SIRs

The Bank does not currently have any deductibles/SIRs in excess of Browards prescriptions, however, the Bank retains the right to make modifications to our program as directed by the Bank's risk appetite and industry standards. The Bank will not modify our coverage at the request of the offeror.

Therefore TD would like to remove the following language:

8.7 Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. ~~County may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.~~ Contractor agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor agrees to obtain same in endorsements to the required policies.

Standard Terms and Agreement, Pg. 10, Article 9. Termination, Section 9.2 Termination for Cause, Sections 9.2.3 and 9.2.4

Through answers provided by the County, there is no CBE requirement for this Contract.

Therefore, TD would like to remove Sections 9.2.3 and 9.2.4 in their entirety.

Standard Terms and Agreement, Pg. 10, Article 9. Termination, Addition of Section 9.6

The Bank currently has Termination provisions within the CMMA that they would like to be considered and included in the Standard Terms and Agreement as well.

Therefore, the Bank would like to create provision 9.6 that reads:

Notwithstanding the foregoing, Contractor may terminate this Contract in accordance with Section 14 of the CMMA.

Standard Terms and Agreement, Pg. 10-11, Article 10. Equal Employment Opportunity and CBE Compliance, Sections 10.2 through 10.10

Through answers provided by the County, these sections regarding CBE are not relevant to the ensuing agreement.

Therefore, TD requests that Sections 10.2-10.10 be deleted in their entirety.



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Standard Terms and Agreement, Pg. 13, Article 11. Miscellaneous, Section 11.2 Rights in Documents and Work

Because Banking is a highly regulated industry, there are a variety of reasons where the Bank would need to retain reports and documents associated with this Contract. Therefore, the Bank would like to insert the following:

11.2 Rights in Documents and Work. Any and all reports, photographs, surveys, and documents created by Contractor in connection with performing Services under this Agreement shall be owned by County and shall be deemed works for hire by Contractor and its agents; in the event the Services are determined not to be a work for hire, Contractor hereby assigns all right, title, and interest, including any copyright or other intellectual property rights in or to the work, to County. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of County and shall be delivered by Contractor to the Contract Administrator within seven (7) days after termination of this Agreement; provided that Contractor may retain any and all reports and documents that are stored on electronic or on email backup systems or that are required to be retained by the Contractor in order to comply with its internal compliance policies, professional responsibility requirements, regulatory requirements or applicable law. Any compensation due to Contractor may be withheld until all documents are received as provided in this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

Standard Terms and Agreement, Pg. 15, Article 11. Miscellaneous, Section 11.4 Audit Rights and Retention of Records

The Bank requests to add the following to the end of this provision:

Notwithstanding the foregoing, 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.

Standard Terms and Agreement, Pg. 16, Article 11. Miscellaneous, Section 11.10 Assignment

The issue at hand in this section is addressed in the Cash Management Master Agreement in Section 23.

Therefore, the Bank would like to remove Section 11.10 in its entirety.

Standard Terms and Agreement, Pg. 17, Article 11. Miscellaneous, Section 11.13 Compliance with Laws

Section 504 of the Rehabilitation Act of 1973 only applies to federally funded contracts.

Therefore TD would like to delete this language from this section:

11.1. Compliance with Laws. Contractor and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, ~~Section 504 of the Rehabilitation Act of 1973,~~ and any related federal, state, or local laws, rules, and regulations.



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Standard Terms and Agreement, Pg. 17, Article 11. Miscellaneous, Section 11.17 Priority of Provisions

TD reserves the right to negotiate the terms of any contracts required to provide cash management services.

TD requests that the General Contract Provisions be revised to provide that for the purpose of this Contract, disputes shall be subject to the provisions of and/or resolved in accordance with the dispute resolution and/or similar provisions of the Cash Management Master Agreement (and associated service appendices)

Therefore, TD would like to modify this provision to say:

11.1. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the ~~provisions~~ Cash Management Master Agreement Exhibit ~~contained in Articles 1 through 14~~ shall prevail and be given effect.

Standard Terms and Agreement, Pg. 17, Article 11. Miscellaneous, Section 11.21 HIPAA Compliance

Through answers provided by the County, these sections regarding PHI and a BAA are not relevant to the ensuing agreement.

Therefore, TD requests that Section 11.21 be deleted in its entirety.

Standard Terms and Agreement, Pg. 18, Article 11. Miscellaneous, Section 11.24 Prevailing Wage Requirement

This section is solely relevant to construction contracts.

Therefore, TD requests that Section 11.24 be deleted in its entirety, as this Section is not applicable to the scope of the work.

Standard Terms and Agreement, Pg. 18, Article 11. Miscellaneous, Section 11.27 Drug-Free Workplace

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 Section 11.27. A copy of TD Bank's policy is attached. However, because of the specific requirements, 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 Broward County accept its commitment to maintaining a drug-free workplace, as outlined in the TD Bank Drug and Alcohol Abuse Free Workplace policy.

In combination with our comments in the Drug Free Certification provisions mentioned earlier that speak to TD's current practice, please refer to the TD Bank Drug and Alcohol Abuse Free Workplace policy we have provided.

Standard Terms and Agreement, Pg. 18, Article 11. Miscellaneous, Section 11.28 Living Wage Requirement

Due to the specifics included in the proposal, TD Bank is unable to comply with the Living Wage Policy as defined. Please note, in April 2018 TD Bank established a minimum hourly rate of \$15.00 per hour for all hourly employees.

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Standard Terms and Agreement, Pg. 19, Article 11. Miscellaneous, Section 11.29 Workforce Investment Program

TD would not agree to the Workforce Investment Program. At TD Bank, our mission is to attract, hire, develop and retain the best diverse workforce that reflects the people, cultures and languages of the communities that we serve. We post all our open positions on TDBank.com and with Direct Employers. Direct Employers is a service that posts all of our open positions to State Workforce Centers, CareerOneStop Centers and Veterans and Disabled Veterans Centers closest to where the job is located. TD Bank also attends job fairs at various colleges and universities.

TD Bank is an Equal Employment Opportunity Employer, committed to recruiting, hiring, training and promoting for all job classifications without regard to race, color, religion, sex, age, national origin, ancestry, creed, citizenship, alienage, marital status, sexual orientation, gender identity and/or expression, physical or mental disability, veteran status, whistleblower status, or any other characteristic protected under federal, state, or local law.

Therefore, TD would like to remove this section in its entirety.



CASH MANAGEMENT MASTER AGREEMENT

Customer: Broward County Board of County Commissioners

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)..... ☐
26. TD Electronic Lockbox (Bill Payment Aggregation) Services (Appendix XXVI)..... ☒
27. TD Paymode-X Services (Appendix XXVII) ☒
28. TD Integrated Receivables Services (Appendix XXVIII) ☐

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, under-funded 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.

Date: July 24, 2019

Broward County Board of County

Commissioners
(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 or unit. All capitalized terms used herein without definition shall have the meanings given to them in the 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 35 is hereby added immediately after Section 34:

35. Additional Representations and Warranties. For purposes of this Section, "Governmental Unit" means: (A) any town, city, county or similar local governmental unit, including without limitation any school district or school administrative unit of any nature, water district, sewer district, sanitary district, housing authority, hospital district, municipal electric district or other political subdivision, agency, bureau, department or other instrumentality thereof, or similar 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 officer authorized by law with signatory authority to enter into banking services agreements; (ii) that this Agreement has been duly authorized and approved

by the governing body of Customer in accordance with applicable law, and, at Bank's request, as evidenced by the certification of the Secretary or other legal authority of the governing body and provided with this Agreement; (iii) 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; (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 or other officer authorized by law with signatory authority to enter into banking services agreements on behalf of Customer; (ii) that this Agreement has been duly authorized by a senior or similar 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 service 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 or other periodic 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 (the "Services" 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, with respect to eTreasury, 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, in addition to the meaning contained in the parties' Cash Management Master Agreement, 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.

"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.

"Mobile Application" or "Mobile App" means the downloadable software application on a Mobile Device that Customer may use to perform certain electronic banking tasks in lieu of Customer's Computer.

"Mobile Device" means an eligible mobile communications device, which may include a mobile phone or a tablet.

"Payment" means a transfer of funds to or from Customer's 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 via Customer's Computer with the Access Devices (as defined in the Cash Management Master Agreement), 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. Some of the Services described in this Appendix may also be available via Customer's Mobile Device using the Mobile App. 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 and return deposited items. This information may be viewed upon implementation of the Services. 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.

2.3.3.1 General. Book 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) many-Accounts-to-one-Account. Recurring Book 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 Book 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. Book 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 a sufficient available balance in the Account from which funds are to be transferred to cover the amount of the Book Transfer. For future or recurring Book Transfers, Customer will need to have sufficient available funds on the day the transaction is to occur. The number of Book Transfers from interest bearing checking and savings Accounts are subject to the terms of the Account Agreement and federal regulations. Book 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 Book 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.

2.3.3.2 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 Book 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 are generally effective when successfully entered and submitted by Customer via the Services. Notwithstanding the foregoing, Customer understands that if the stop payment request comes too late for Bank to have a reasonable time to act on it prior to paying, settling for, posting or becoming accountable for the check described in the request, then Customer's stop payment request shall be of no effect. Stop payments requested 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 or the terms of the Cash Management Master Agreement, Customer shall not have the right to stop payment on or recall any electronic fund transfers or similar 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, modules or other Cash Management Services related to eTreasury 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 are subject to the terms and conditions of the TD Wire Transfer Services Appendix. Once approved by Bank for use by Customer, this Service allows Customer to transfer funds electronically using the Fedwire or similar funds transfer system, typically from Customer's Account(s) to other account(s) with Bank or to account(s) at other banks. Domestic or foreign wire transfers entered through the Services will be processed as set forth in the TD Wire Transfer Services Appendix.

2.4.2 ACH Originations. ACH originations are subject to the terms and conditions of the TD Automated Clearing House (ACH) Origination Appendix, the TD Third-Party Sender Services Appendix or the TD 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. ACH transactions entered through the Services will be processed and settled as set forth in the TD Automated Clearing House (ACH) Origination Appendix, the TD Third-Party Sender Services Appendix or the TD ACH Third Party Service Provider Agreement, 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.

2.5 Mobile App.

2.5.1 The Mobile App may not be available on all types of Mobile Devices. Customer also acknowledges that the Services may not be available on Customer's Mobile Device or may have limited utility over some mobile networks, such as when roaming.

2.5.2 *Customer understands that standard data and text messaging rates charged by the telecommunications carrier providing service for Customer's Mobile Device will apply when Customer uses its Mobile Device to enroll in and use the Services.*

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 some or all of the Services from time to time, however, during any special or other scheduled maintenance periods, or during emergencies, interruptions or delays due to causes beyond Bank's control.

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. If Customer designates more than one (1) Administrator, 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 use of the 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 Customer acknowledges and agrees that an Authorized User is not permitted to authorize other persons/entities to use its Access Devices. Notwithstanding the foregoing, if an Authorized User does authorize other persons/entities to use the Authorized User's Access Devices in any manner, such authorization will be considered by Bank as unlimited in amount and manner, and Customer is responsible for any transactions made by such persons/entities, until Customer's Administrator has deactivated the subject Authorized User's Access Devices. Bank will not be liable for and will not reimburse Customer for any losses that may occur as a result of this authorized use of an Authorized User's Access Devices.

5.5 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, Mobile Device 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 other 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). 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 (subject to the additional security procedures described below).

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 (subject to the additional security procedures described below). 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 (subject to the additional security procedures described below).

6.3 Customer acknowledges that, in addition to the above individual passwords, access to the Services includes, as part of the Access Devices, additional security procedures, including as described below:

6.3.1 Additional security procedures include a risk-based authentication security procedure 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 Authentication Security," and/or "Enhanced Log-in Security").

6.3.2 An additional security procedure incorporates use of a physical security device or token ("Token") for, by way of example only, initial log-in and/or certain transactional or administrative functionality. A Token may be issued to any Authorized User(s), for example, for use in initiating and/or approving ACH transactions and wire transfers, to log in to the Services, as well as with certain administrative functionality, and/or 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 (or Administrator) leaves Customer's employ, his or her Login ID must be deleted by Customer (or by Bank upon Customer's request) and, if a Token had been issued to such Authorized User (or Administrator), Bank must be promptly notified so that Bank may deactivate such Authorized User's (or Administrator'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 require "dual control" or separation of duties. With this additional security feature, one Authorized User will 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 Treasury Management Services Support 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, where such communications were provided to Bank in accordance with the security procedures and other terms as set forth in the

Cash Management Master Agreement, 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, where such communications or instructions were provided to Bank in accordance with the security procedures and other terms as set forth in the Cash Management Master Agreement.

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 additional or 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 that 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; provided, that each Account owner must separately enroll if that Account owner wishes to receive and have access to its Account statements electronically.

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 or Mobile Device 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 Appendix, the Cash Management Master 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 the terms of the parties' Cash Management Master Agreement.

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, 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 the parties' Cash Management Master Agreement. 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 feature. 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. Customer is responsible for obtaining and maintaining the FM software. Customer's use of the FM software is governed by the software license

agreement(s) included with each software application. Customer must agree to the terms and conditions of the software license agreement(s) during the installation of the FM software on Customer's Computer. Customer is responsible for the correct set-up and installation of the FM software, as well as maintenance, updates and upgrades to the FM software and/or Customer's Computer. 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 should verify all Account data obtained and any transactions that may be executed on Customer's Accounts using FM software, as applicable. Bank's records of transactions, instructions and communications regarding Customer's Accounts and use of the Services supersede any records stored or created on Customer's Computer through the use of FM software. Customer is responsible for any and all obligations to any software vendor arising from Customer's use of that vendor's FM software. 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. Additional Security Terms. In addition to the other terms of this Appendix and of the parties' Cash Management Master Agreement, 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 acknowledges that there can be no guarantee of secure transmissions over the Internet and agrees to comply with any operating and commercially reasonable security 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 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 or in the parties' Cash Management Master Agreement, 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.

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APPENDIX II

TD ACH ORIGATION 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. →

5.5 Bank may suspend Customer’s use of one or more inactive ACH set-ups after 12 months of inactivity and subsequently terminate Customer’s use of the inactive ACH set-up on one or more channels of delivery, after 16 months of inactivity. Non-use of ACH Origination for 16 months, may result in the termination and removal of the ACH Service.

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 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.
- Abide by all rules pertaining to commercially reasonable data security as prescribed within the *NACHA Rules*

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.

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. Any stale dated Effective Entry Date, may result in "Same Day ACH Entries".

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 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.

In the event that Customer has not updated the NOC, the Bank will undertake this correction on the Customer's behalf, before each subsequent Entry is placed into the Network, in order to be compliant with the *NACHA Rules*. Bank will access a fee for updating the NOC as outlined in the fee schedule.

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*. 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 transaction limit per SDA Entry, as provided in 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 Appendix, 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 Appendix, 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 Appendix, 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) with Bank 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, including the Bank Internet System Appendix.

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) currency type, (iv) Customer's address, (v) name and ABA routing number or SWIFT BIC of the payee's (i.e., beneficiary's) bank, and (vi) name, address and account number of the payee (i.e., beneficiary). 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. Except as otherwise expressly prohibited or limited by law, 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 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. Customer acknowledges that foreign currency wire transfers must be based on a currency that Bank trades and that all rates of exchange will be the rate in effect at the time of execution of the wire transfer order, or at any other rate as may be agreed to by the parties. If the financial institution designated to receive the funds does not pay the payee (beneficiary) specified in a wire transfer order that is payable in foreign currency and the funds are returned to Bank, Bank will not be liable for a sum in excess of the value of the funds after they have been converted from foreign currency to U.S. dollars at Bank's buy rate for exchange at the time the cancellation of the wire transfer order is confirmed by Bank, less any charges and expenses incurred by Bank. If Customer elects to initiate an international wire transfer in U.S. currency, Customer acknowledges that the receiving bank may elect to pay the payee (beneficiary) in foreign currency at an exchange rate determined by the receiving bank. Customer agrees to bear all risk of loss due to fluctuation in exchange rates, and Customer shall pay Bank any costs and expenses of foreign currency conversion at Bank's then-prevailing rates, terms and conditions. Customer is advised that Bank's prevailing exchange rates may be less favorable to Customer than market exchange rates.

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 payee (beneficiary) will receive credit for funds.

4.4 Customer understands and acknowledges that if the named payee (beneficiary) does not match the account at the receiving bank, there is a risk the

payee 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 payee'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., and except as otherwise expressly prohibited or limited by law, 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 payee (beneficiary).

5. Cancellation and Amendment of a Wire.

5.1 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. Except as otherwise expressly prohibited or limited by law, 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. Without limiting the foregoing, Customer agrees to be responsible for any losses arising from currency conversions effected by Bank pursuant to any foreign currency wire transfer order previously received from Customer that Customer subsequently requests be cancelled or amended.

5.2 Customer acknowledges and agrees that after a wire transfer order has been accepted by the payee's (beneficiary's) financial institution, return of such funds must be authorized by the beneficiary, and Bank has no responsibility to procure the return of such funds. If Customer asks Bank to recover funds which Bank has already transferred, Bank shall be under no obligation to do so. If Customer deposits with Bank an amount reasonably determined in good faith by Bank to approximate the costs and expenses (including attorney's fees) which Bank may incur in attempting to recover the funds transferred, Bank may, in its sole discretion make an attempt to

recover the funds. In lieu of such a deposit, Bank may request Customer to provide a bond or other assurance of payment reasonably satisfactory to Bank. Upon such deposit, or the supplying of such other assurance, Bank may take such action as it deems reasonable under the circumstances, including, for example, sending a request to reverse the transfer to any financial institution that received such funds. In no event, however, shall Bank be deemed to have guaranteed or otherwise assured the recovery of any portion of the amount transferred, nor to have accepted responsibility for any amount transferred.

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 payee (beneficiary) name, and address, as the payee (beneficiary) bank may elect to return an otherwise valid wire transfer for incomplete payee (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 payee (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 additional or 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 its own 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: Treasury Management Services Support, 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. Accuracy; Inconsistency of Receiving Beneficiary Name and Account Number. In submitting any order or related instructions, Customer shall be responsible for providing all necessary information required by Bank in conjunction with the Services. The Services are only designed to respond to information provided by Customer. Accordingly, any inaccuracy in any information provided by Customer may result in an unintended transfer of funds. Bank bears no responsibility and shall not be liable to Customer for any information provided by Customer in an order or related instructions that are inaccurate, incomplete or otherwise incorrect. When placing an international wire transfer order, Customer may be responsible for entering certain information provided to Customer by Bank, which may include, but is not limited to, the applicable exchange rate and/or a contract number. Customer acknowledges and agrees that Bank will not be liable for any loss, liability or expense incurred as a result of a Customer error related to entry of such required information. 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,

payees (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. Bank and any other receiving financial institution shall have no obligation to determine whether a name and number identify the same person or institution. Customer acknowledges that payment of an order or related instructions may be made by the payee's (beneficiary's) bank on the basis of an identifying or bank account number even if it identifies a person different from the named payee (beneficiary).

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 with respect to the Services, in accordance with applicable law.

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 presentment 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 agreed to 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 agreed to 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 agreed to 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 agreed to 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 agreed to 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 agreed to 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 a report of the total aggregate amount of all checks presented for payment from the Controlled Disbursement Account (the "Presentment Information"). 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 VII

TD LOCKBOX SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all TD Lockbox Retail and TD Lockbox Wholesale 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 provide Customer with a remittance or payment processing arrangement that offers an efficient method for the collection and processing of certain payment items payable to Customer, and the accompanying documents or information associated with such payment items. Through the Services, Bank receives, opens and processes checks and credit card payment authorizations (if authorized) for Customer, and the accompanying documents for such payments, that are addressed to Customer and delivered to U.S. Post Office Boxes or locations designated by Bank.

1.1 Retail Lockbox. The Services consolidate and expedite the automated processing of high volume, low dollar remittance payments received by Customer, as applicable, from its retail clients.

1.2 Wholesale Lockbox. The Services also consolidate and expedite the automated processing of low volume, large dollar remittance payments received by Customer, as applicable, from its vendors or other third parties.

2. Customer Obligations & Authorizations.

2.1 Customer will maintain an Account at Bank as the designated depository Account for the Services ("Designated Account"). Customer will maintain balances in the Designated Account or other Customer Account(s) sufficient to offset any returns for payments that cannot be deposited.

2.2 Customer authorizes Bank to establish United States Postal Service ("USPS") Caller Boxes (as such terms are defined by the USPS) (collectively, the "PO Box(es)" or "Lockbox(es)") at pre-determined postal facilities, or to utilize existing Customer-established PO Boxes, to collect payments and accompanying documents remitted for the benefit of Customer. If a Customer-established PO Box will be used for purposes of the Services, Customer is solely responsible for any and all charges related to the rental and use of the PO Box.

2.3 Customer agrees to provide Bank with unrestricted and exclusive access to Customer-established Lockbox location(s) and contents, and Bank has the sole right to process remittance materials contained therein.

2.4 Prior to deposit into the Designated Account, the Lockbox contents will not be available to Customer, except upon request to Bank, and only with Bank's consent.

2.5 Customer is responsible for instructing all of its clients about the requirements of the Services as they relate and apply to payments and accompanying documents remitted by those clients for the benefit of Customer.

2.6 Customer authorizes Bank to endorse all payments received by Bank with a standard lockbox endorsement used by Bank and without the signature of payee, date or payor name, and to deposit payments, including those with restrictive legends and endorsements, into Customer's Designated Account.

2.7 Bank may delegate all or a portion of its duties or rights regarding the Services and as set forth in this Appendix to Bank Third Parties (as defined in the Cash Management Master Agreement). Bank may change the Bank Third Parties to which it delegates these responsibilities in its sole and exclusive discretion.

3. Mail Collection and Processing.

3.1 Mail Collection and Pre-Processing. Bank shall collect the mail from Lockboxes in accordance with Bank's schedule, as such schedule may change from time to time. Bank will transport mail by courier to its processing location(s), open the mail containing checks, share drafts, money orders, credit card payment information (if authorized), invoices or other contents (hereinafter referred to collectively as "Lockbox Item(s)"). Bank will also accept overnight delivery packages as part of the Services, when the same are properly addressed to and receipt properly confirmed by Services' personnel at Bank's processing location(s), and will process the same in accordance with this Appendix. For each Lockbox Item

received, using ordinary care, Bank will date stamp, inspect and process the Lockbox Item as specified in the Services' Setup Form(s).

3.2 Item Processing. Lockbox Items will be processed according to the Account Agreement, except as modified by this Appendix.

3.2.1 Domestic Checks. Bank may accept for deposit to Customer's Account all items made payable to or endorsed by Customer as an individual payee or joint payee, regardless of whether those items bear Customer's endorsement, subject to Bank's verification and final inspection. Customer may also provide a list of acceptable payee(s) (an "Acceptable Payee") on the Services' Setup Form(s).

3.2.2 Foreign Checks. Foreign check deposits are processed in accordance with the Services' Setup Form(s). Checks drawn on U.S. banks in U.S. dollars will be deposited. Checks drawn in foreign currency (including Canadian checks in CAD) will be processed according to the Services' Setup Form(s).

3.2.3 Cash. Cash deposits are not accepted for processing under the Services. Customer shall advise its clients not to send currency or coin to the Lockbox. Bank is not responsible for cash intentionally sent to the Lockbox, but never processed. Notwithstanding the foregoing, in the event cash is received in the Lockbox, Bank will make a good faith effort to deposit cash into Customer's Designated Account and provide a control report regarding these items to Customer.

3.2.4 Credit Cards.

(a) Credit card payments may only be processed through the Lockboxes upon approval by Bank and execution by Customer of all required agreements and related documentation, including without limitation a merchant credit card processing services agreement ("Card Processing Agreement") and associated merchant account with Bank and/or another financial institution. Customer is responsible for complying with the terms of Customer's Card Processing Agreement, and with all applicable card network rules with respect to credit card payments.

(b) In order to be eligible for processing by Bank, written authorizations to charge payments due Customer to the payors' credit cards ("Charge Authorizations") must be received through the Lockboxes. A Charge Authorization received in the Lockbox must contain the name of the account debtor, the account debtor's credit card number, expiration date, the three digit security code, and the amount of the payment authorized, all of which must be written or imprinted on the authorization form in a reasonably legible manner. If any one of these items of information is missing from a Charge Authorization, or is, in the sole judgement of Bank or its service provider, not sufficiently legible for processing purposes, the Charge Authorization will not be processed, and will be forwarded to Customer as set forth below.

(c) Bank will proceed to process for approval each Charge Authorization received in the Lockbox which contains the information required above and is otherwise eligible for processing. Bank will seek approval from the issuer of the applicable credit card for the payment transaction set forth on the Charge Authorization. Bank will submit for settlement each Charge Authorization approved in this manner.

(d) Credit card payments will be batched independently from regular payment items in the Lockbox. Following processing of Charge Authorizations for approval, Bank will segregate those Charge Authorizations which are approved from those Charge Authorizations which are declined. Reports will be sent to Customer regarding these deposits based on the Services' Setup Form(s).

3.2.5 Other Items. Items received from the Lockbox other than Lockbox Items or cash will be forwarded to Customer as unprocessed items. Except for its gross negligence or willful misconduct, Bank shall not be responsible for any claimed loss or disappearance of cash or other payments in bearer form.

3.2.6 Additional Terms.

(a) Customer guarantees to Bank the payment of all deposited items identified in this Section 3.2. Bank will return to Customer any payments that cannot be deposited. Lockbox Items with apparent alterations will not be deposited. Under no circumstances shall Bank be responsible or liable for identifying or failing to identify stale-dated and post-dated checks or checks specifying "payment in full" (or similar statements) in Customer's Lockbox Items, or for processing such items. Customer acknowledges that if checks specifying "payment in full" (or similar statements) are negotiated, that could adversely affect Customer's ability to collect any balance owed on the related liability. Customer understands and agrees that Bank makes no representation or warranty that it will apply an endorsement intended to preserve Customer's rights to collect the full amount owed or that any endorsement that applies to a Lockbox Item will in fact preserve Customer's right to collect the full amount owed. Customer assumes all risks of negotiation of such items.

(b) Bank's receipt of Customer's mail hereunder shall not make Bank a bailee of the Lockbox Items. With respect to the Lockbox Items that are deposited and become part of the balance in Customer's Designated Account, Bank and Customer will have a debtor-creditor relationship as normally exists between a depository bank and its depositors. If Customer is a governmental entity, Customer agrees that, in performing the Services, Bank is not acting as an agent for the collection of taxes.

3.3 Remittance Transaction Processing.

3.3.1 Transactions processed as part of the Services are comprised of two separate documents: the remittance coupon, stub or invoice

(hereinafter “Coupon(s)”) and the drawer’s payment. High-speed image-enabled devices capture Customer’s retail remittance documents, including checks and Coupons. Transactions are captured using image-enabled capture devices that collect both financial and non-financial information. The actual document capture requirements are set forth in the Services’ Setup Form(s).

3.3.2 Bank will process transactions with (i) one payment and one Coupon, (ii) multiple payments and/or multiple Coupons, and (iii) one or more payments and no Coupon, as specified in the Services’ Setup Form(s). Bank will process remittance transactions as set forth in the Services’ Setup Form(s).

3.3.3 To accomplish high-speed automated processing, Bank does not examine checks (including, without limitation, any inspection for missing signatures, dates, payees, or endorsements) except as the parties may otherwise be described in the Services’ Setup Form(s). Customer agrees that Bank does not assume any responsibility or liability for its failure to discover and forward to Customer items bearing restrictive legends or endorsements (e.g., “paid in full,” “final payment” or words of similar meaning). Bank will use a standard endorsement that will be considered Customer’s payee endorsement.

3.3.4 Transaction totals are captured and balanced against individual check totals generated and with the Coupon (if applicable) supplied by Customer’s client. Full check MICR line capture is supported during the capture process. Once balanced, transactions are released for deposit processing.

3.3.5 As part of the Services, wholesale payments will be imaged, and such payments may be re-associated with the Coupon (if enclosed), to the extent set forth in the Services’ Setup Form(s).

4. Deposit Processing.

4.1 Bank prepares items for deposit into Customer’s Designated Account. These deposited items are memo posted throughout the Business Day and reflect the amount of items processed. The credit and collection of these items are subject to the terms and conditions of the Account Agreement.

4.2 Bank reserves the right to not process any item received for deposit if Bank decides not to handle that item. If Bank makes this decision, Bank will forward the item to Customer for further handling.

4.3 Transactions processed after Bank’s cut-off time or during a non-Business Day will be credited on the next Business Day, as set forth in the Services’ Setup Form(s).

5. Insufficient Funds and Returned Items.

5.1 Bank may deduct the amount of an item deposited to the Designated Account or other Account if

Bank receives notice that the item has not been paid and has been returned. Returned items are processed in accordance with the Services’ Setup Form(s). Returned items that are not re-deposited, or that have been returned a second time, will be debited from the Designated Account or another Account at Bank, as set forth in the Services’ Setup Form(s), even if Bank could have made a claim for reimbursement on the item from the bank on which the item was drawn or from another bank. Bank may charge an item against the Designated Account or other Account even if the charge results in an overdraft.

5.2 Bank may incur losses or expenses due to a delay in returning an unpaid item if the item’s endorsement is obscured by other material on the back of the item. If an item is issued with material on the back (for example, a carbon band), Customer agrees to indemnify Bank against any related losses and expenses, including any finance charges, legal fees and court costs incurred in Bank’s attempt to receive payment on the item.

6. Remittance Reporting.

6.1 **Remittance Package.** At the end of each Business Day on which Customer has Lockbox activity, Bank may send a remittance package with contents as selected in the Services’ Setup Form(s).

6.2 **CD-ROM.** Bank may create a CD-ROM of images of processed checks and remittance detail, at Customer’s request, on a daily, weekly, or monthly basis. If the documents are unable to be imaged, Bank reserves the right to forego scanning and forward the original documents to Customer. Bank has no liability for illegible images created from a damaged or illegible original document, and such original document will be forwarded to Customer, if requested, assuming that such original has not yet been destroyed.

6.3 Electronic Transmission.

6.3.1 Subject to the terms and conditions of and in accordance with Bank’s Appendix for Data Transmission Services, remittance data will be transmitted to Customer electronically at such time(s) as selected in the Services’ Setup Form(s).

6.3.2 **Retail Lockbox.** As applicable, the optical character recognition (“OCR”) scan line is captured from a retail remittance Coupon with check digit validation (when supplied on the Coupon), as outlined in the Services’ Setup Form(s). Bank will provide scan line requirements for this purpose. Bank may accommodate additional fields by mutual agreement and designation in the Services’ Setup Form(s). Bank may provide a daily file of retail payments formatted to interface with Customer’s accounts payable system.

6.3.3 **Wholesale Lockbox.** As applicable, information is taken from the wholesale remittance Coupon together with payment information, as outlined in the Services’ Setup Form(s), to create a data transmission of receivables information.

6.3.4 Reporting fields will be determined based on Customer's capture specifications and available fields or information on the Coupon, as set forth in the Setup Form(s). All Customer requests for re-transmission of a failed transmission should occur within one (1) Business Day of the originally scheduled transmission.

6.4 Web Access.

6.4.1 As may be made available by Bank from time to time, Customer may use a Web-based service to access a variety of reporting options for the Services ("Web Access"), including reporting of deposits, images of Lockbox Items, and online review of deposit details subject to pre-established data entry fields. Information is available for review by Customer as the Lockbox Items are processed.

6.4.2 A user guide and procedures shall be provided to Customer as well as hardware requirements. Customer agrees not to use Web Access in connection with any activity other than those permitted by this Appendix, unless Bank provides prior written approval. Customer shall use Web Access solely for the purposes described in this Appendix. When Bank uses Web Access, Customer accepts the *Terms of Use* for Web Access, as posted on Web Access pages from time to time, and all selected features and functions of the modules on Web Access.

6.4.3 Bank shall use commercially reasonable efforts to notify Customer promptly of any system interruption, and notify Customer in advance of any update releases or other permitted changes that may reasonably be expected to affect Customer. Bank may make available to Customer new service releases and enhancements from time to time.

6.4.4 Bank offers its general security system capabilities to protect the integrity of the account transaction and remittance information. If a password, PIN, or other security device or identifier is used in connection with Web Access, Customer is responsible for the safekeeping of that device or identifier. Customer shall not disclose the security device or identifier to any unauthorized individual. Bank will establish for Customer a log-on ID ("user ID"). Customer will establish a unique password. Bank recommends that Customer change its password periodically. Customer agrees to notify Bank immediately if Customer becomes aware of: (i) any loss or theft of Customer's user ID and/or password; or (ii) any unauthorized use of Customer's user ID and/or password. Within established security procedures, Bank will be responsible for: (i) restricting Web Access to valid user IDs/passwords, (ii) restricting access to customer

information only to valid user IDs/passwords assigned to such user, and (iii) properly acting upon instructions and communications associated with a valid user ID/password assigned to a specific user. Bank may provide optional security features to include such features as passwords that expire at pre-established time periods or restrict log-on user ID to certain times in the day. Bank may cancel any user ID/password if Bank has reason to suspect improper use. Prior to cancellation, Bank shall confer with Customer, unless in Bank's reasonable opinion it would be impracticable or imprudent to do so.

7. Retail Lockbox Remittance Document Testing. Customer and Bank understand and agree that the Services are dependent on the successful testing and pre-approval by Bank of Customer's remittance documents. Customer agrees that it will not change, in any respect, any remittance document or its contents without thirty (30) days' minimum prior written notification to Bank, and subsequent acceptance, testing, and approval by Bank. Bank reserves the right to test Customer's remittance documents from time to time to assess poor quality Coupons that may require manual processing by Bank. All custom, non-standard assessment, testing and review, and any required custom handling, may be subject to additional Bank fees.

8. Liability. Remittance processing is a highly automated service, and Bank uses commercially reasonable efforts to process items. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement and the Account Agreement.

9. Termination of this Appendix. In the event that Customer terminates the Services, Bank may forward mail from a closed Lockbox to the address designated by Customer, in writing, for a period of ninety (90) calendar days. Bank charges apply and are payable in advance of Bank providing such forwarding service. If Customer does not select forwarding service, mail will be returned to sender. Customer understands that PO Box numbers may not be transferable, as the PO Box may be issued within Bank's unique zip code, and, therefore, must be retired.

10. 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 Master Agreement is terminated.



APPENDIX IX

TD ACCOUNT RECONCILEMENT SERVICES - FULL

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all TD Account Reconciliation Services – Full (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 and deposit activity in Customer's designated checking 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 Customer shall have its checks prepared in accordance with Bank specifications, and will supply Bank with twenty-five (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 shall send a file to Bank containing information regarding checks that have been issued by Customer ("Check Issue File") in the format and medium, by the scheduled day(s) and to the place(s) specified by Bank and agreed to by Customer as set forth in the Services' Setup Form(s). The Check Issue File shall include check issue date, check issue amount, payee, stop payments, and voided or cancelled checks, if applicable.

2.3 Prior to implementation of the 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 lists so that all outstanding, unpaid checks issued on any Authorized Account have been reported to Bank prior to the implementation of the Services hereunder.

2.4 Customer will send to Bank a test file in the format and medium as identified in the Services' Setup

Form(s) to ensure the readability of the Check Issue File on Bank's equipment.

2.5 Customer agrees to receive its paid check data ("Paid Check Data") from Bank in the specified format and medium, on the scheduled day(s) and at the place(s) specified by Bank and as set forth in the Services' Setup Form(s).

2.6 Prior to receiving a file from Bank containing Customer's Paid Check Data, Customer will be provided with 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.

2.7 Bank shall compare each of Customer's paid checks by check number and amount against each Check Issue File received by Bank. Bank does not, and shall not be obligated to, compare any other data (such as payee names) on a presented check with a Check Issue File, even if a Check Issue File contains such other data. Bank may satisfy its obligation hereunder by comparing check numbers and amounts received in Substitute Checks (as defined in the Cash Management Master Agreement) and/or via electronic presentment of checks.

3. Statement of Transactions. Within five (5) Business Days following the scheduled date for reconciliation, as set forth in the Services' Setup Form(s), or receipt of the final Check Issue File for the current reconciliation period as set forth in the Services' Setup Form(s), Bank will provide a fully reconciled report including a listing in check number sequence of all outstanding paid, issued, voided, stopped and cancelled items from the statement schedule. 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. Bank's liability 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 Full Reconciliation Services Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.

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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 provide 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 provide 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. The Services described in this Appendix permit Customer to maintain a zero or other pre-selected target balance in certain secondary or sub-accounts that are associated with a primary commercial checking account, all as further described below.

1.1 Customer will designate a primary checking Account (the "ZBA Parent Account"), and one or more secondary Accounts (the "ZBA Sub-Accounts") to be associated with the Services, as set forth in the Services' Setup Form(s).

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 After posting all debits and credits to the ZBA Sub-Accounts each Business Day, each ZBA Sub-Account's 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 collected balances only.

1.5 In the event that, after posting of all debits and credits to the ZBA Sub-Accounts each Business Day, the 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. Termination; Effectiveness.

2.1 The parties may terminate this Appendix and/or the Services in accordance with the terms and conditions of the Cash Management Master Agreement. This Appendix and associated Services shall automatically and immediately terminate if the ZBA Parent Account and/or the ZBA Sub-Account(s) are closed.

2.2 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 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. Bank will not be responsible for any 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. Bank will not be responsible for any 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 XIX

TD IMAGE CASH LETTER SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to TD Image Cash Letter 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 The Services described in this Appendix enable Customer to use its existing imaging infrastructure to capture the images of both business and consumer checks and to directly send electronic files ("Electronic File(s)") containing check images and associated information ("Check Images") rather than paper deposit tickets and checks to Bank for processing. Check Images captured will be transmitted to Bank in accordance with the terms and conditions of the parties' Data Transmission Services Appendix. The Check Images will be processed by Bank and sent to the Federal Reserve and/or a correspondent check clearing network. These Services are provided in accordance with the *Check Clearing for the 21st Century Act* ("Check 21").

1.2 Incoming Electronic Files from Customer must have a minimum of 500 Check Images per Electronic File, unless Bank agrees otherwise.

1.3 Customer may send Electronic Files to Bank on a pre-scheduled daily, weekly or monthly basis, as set forth in the Services' Setup Form(s).

2. Customer Equipment and Hardware.

2.1 Customer is responsible for having adequate equipment, including an imager/scanner and related hardware ("Hardware"), as well as contingency plans to address an event in which the Hardware becomes inoperable. Customer is solely responsible for the purchase, maintenance, performance and adequacy of the Hardware. Customer shall ensure that the Hardware is and remains compatible with the Services and with the requirements of the Data Transmission Services Appendix. Bank makes no representations or warranties concerning, and has no responsibility or liability for, the Hardware or its compatibility and 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 the Hardware. Customer must also have or obtain a Computer and telecommunication services as Bank may specify and approve from time to time.

2.2 Customer shall restrict and guard access to the Hardware and shall notify Bank immediately upon learning of any compromise of security relating to the Hardware. Customer agrees that it shall be liable to Bank for any actions taken by Bank in reliance upon Check Images and Electronic Files transmitted to Bank that Bank reasonably believes were transmitted by an Authorized Representative of Customer.

2.3 In addition to but not in lieu of the requirements of the parties' Data Transmission Services Appendix, Customer shall encrypt all transmissions of Check Images and Electronic Files in a commercially reasonable manner, or as otherwise designated by Bank.

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 via Bank's Data Transmission Services. Eligible items for deposit through the Services 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;
- (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 containing Third Party Checks:

(i) All endorsement(s) on the original Third Party Checks are legible, genuine and accurate;

(ii) 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;

(iii) 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;

(iv) 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;

(v) 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

(vi) 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;

(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; and

(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 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. Any credit or consideration given by Bank to Customer with respect to any such items shall be deemed provisional, and Bank shall be entitled to revoke the same without prior notice in the event one or more items are rejected or returned to Bank.

4. Customer Responsibilities and Obligations.

4.1 Customer is responsible for ensuring that the checks scanned meet the ANSI X9.37 standards for image quality and that the items can be reproduced as an Image Replacement Document ("IRD") or "Substitute Check," as defined in and in accordance with the *Check Clearing for the 21st Century Act* ("Check 21").

4.2 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 unprocessable 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.

4.3 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.

4.4 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.

4.5 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.

4.6 Customer agrees to abide by all federal and state laws, and rules and regulations applicable to banking transactions.

4.7 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.

4.8 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 4.3 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 consequential damages resulting from lack of proper controls over processed checks.

4.9 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.

5.13 Customer will cooperate with Bank in the event Bank needs assistance in the balancing of transactions, or such items will be placed in suspense by Bank pending resolution.

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. Bank Responsibilities.

7.1 Subject to the Account Agreement, all Customer items received and processed successfully by Bank by its cut-off time on a Business Day, as set forth in the Services’ Setup Form(s), will receive credit on the next Business Day.

7.2 Bank may provide Customer with daily reports via the Bank Internet System, detailing items processed, return items, and deposit adjustments.

8. 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.

9. Survival. The provisions of Section 8, 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 all survive termination of this Appendix and/or the Cash Management Master Agreement.

10. 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 XXI

TD DATA TRANSMISSION SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to TD Data Transmission 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 Data Transmission Services (the "Services") provide Customer with the ability to exchange information files with Bank's (or its third-party service provider's) information systems for a variety of needs and functions. This Service allows Customer to send and/or receive its Bank files using File Transfer Protocol ("FTP"), Hypertext Transfer Protocol Secure ("Secure Web"), Secure File Transfer Protocol ("SFTP"), SWIFT Transmission, or via such other method as the parties may agree upon from time to time, as may be set forth in a Services' Setup Form(s), and as further described below.

2. **FTP Transmission.**

2.1 This method of data transmission permits Customer to deliver and/or receive encrypted files to a Bank-maintained FTP server. Bank will create a drop-box directory on the server where Customer may upload and deliver data files. To send data to Bank, Customer will either push the data files to Bank's directory, or Customer will give Bank a unique user name, password and Customer service address, and Bank will deliver the file. For data Bank sends Customer, Customer will pull the data files from its outbound directory on the server.

2.2 The technical requirements for FTP over the Internet include an Internet connection, FTP client capabilities, and Pretty Good Privacy ("PGP") or equivalent software for file encryption and decryption.

2.3 Files for transmission by FTP must be encrypted using PGP Version 4.0 or higher. PGP provides encryption technology including encryption, decryption, key management, encrypted email, digital signatures, key generation, certified keys and key revocation. Bank will generate a public key/private key pair for Customer. The public part of the key will be sent to Customer via Customer's assigned mailbox on Bank's transmission platform. The private part of the key will be securely kept within Bank. Customer will also generate a key pair for files that it sends to Bank. The public part of this key pair will be sent to Bank, also via the mailbox, while only Customer will know the private key.

2.4 To begin transmission by FTP, Bank will establish Customer's access to Bank's FTP server. Bank will provide Customer with the domain name required for the FTP connection. Customer will be provided a User ID and password that is unique to Customer and will be required each time Customer wishes to connect to Bank's transmission platform to send or receive files. PGP public keys for encryption will be exchanged. Bank and Customer will perform, to their mutual satisfaction, connectivity testing between platforms and encryption testing on transmitted files prior to Customer's use of the Service via FTP transmission.

3. **Secure Web Transmission.**

3.1 This method of data transmission permits Customer to deliver and/or receive files using an Internet connection, User ID and password. Bank will provide Customer with the domain name of a website that will display a web page with Customer's root directory. Customer can upload data files to this directory by clicking the Browse button and selecting the file from Customer's local network. Data files sent by Bank will be displayed in Customer's outbound directory and may be downloaded by Customer to its local network.

3.2 The technical requirements for Secure Web include an Internet connection and browser supporting 128-bit Secure Sockets Layer ("SSL") encryption.

3.3 Files for transmission through Secure Web are encrypted using SSL. SSL is an open protocol for securing data communication across computer networks that provides a secure channel for data transmission through its encryption capabilities. SSL allows for the transfer of digitally-signed certificates for authentication procedures and provides message integrity to protect against data being altered en route. Bank and Customer will perform, to their mutual satisfaction, connectivity testing between platforms and encryption testing on transmitted files prior to Customer's use of the Service via Secure Web.

4. Secure FTP (SFTP) Transmission.

4.1 This method of data transmission permits Customer to deliver to and/or receive files from a Bank-maintained SFTP server. Files transfers through SFTP communications are encrypted using Secure Shell (“SSH”). SSH is an open protocol for securing data communication across computer networks providing a secure channel for data transmission. The encryption used by SSH is intended to provide confidentiality and integrity of data over an unsecured network, such as the [Internet](#). SSH uses public-key cryptography to authenticate the remote computer and allow the remote computer to authenticate the user, if necessary.

4.2 Customer has the option to push files to Bank’s SFTP server or have Bank pull Customer’s files. For Customer push, Bank will create a drop-box directory on the SFTP server and provide Customer with a user name, password, and URL/domain name. Customer must provide an external IP address of the location sending files so that Customer’s IP address can be added to access control lists within Bank’s firewalls. For Bank to pull Customer’s files, Bank will need a user name, password, URL/domain name, and directory from Customer so that Bank can pull files from Customer’s SFTP servers. Bank and Customer will perform, to their mutual satisfaction, connectivity testing between platforms prior to Customer’s use of the Services.

4.3 Customer also has the option for Bank to push Customer files (recommended by Bank) or Customer can pull the files from Bank’s SFTP server. For Bank to push Customer’s file, Bank needs Customer’s URL/domain name, unique user name, password, and directory. For Customer to pull files from Bank’s SFTP server, Customer must provide the external IP address of the location pulling the files so that Customer’s IP address can be added to access control lists within Bank’s firewalls. If Customer chooses to pull files from Bank’s SFTP server, then files must be PGP encrypted, since files will reside on an SFTP server within Bank’s DMZ. Bank will need Customer’s public PGP key so that Bank can encrypt files. Bank and Customer will perform, to their mutual satisfaction, connectivity testing between platforms and encryption testing (if necessary) on transmitted files prior to Customer’s use of the Services.

4.4 Customer will need an FTP client capable of using the SSH protocol. If Customer decides to pull files from Bank, Customer will need an application/utility capable of creating a PGP key pair and decrypting PGP files.

5. Secure Software.

5.1 This method of data transmission involves the use of a Java®-based program that serves as a secure access channel through which information may be exchanged between Customer’s Computer and Bank. This software is provided by Bank and must be installed on a Customer’s Computer or network. Secure Software facilitates the secure transfer of files both to and from Customer’s network location.

5.2 The technical requirements for Secure Software include an Internet connection.

5.3 Files for transmission through Secure Software are encrypted using SSL. SSL is an open protocol for securing data communication across computer networks that provides a secure channel for data transmission through its encryption capabilities. SSL allows for the transfer of digitally-signed certificates for authentication procedures and provides message integrity to protect against data being altered en route. Bank and Customer will perform, to their mutual satisfaction, connectivity testing between platforms and encryption testing on transmitted files prior to Customer’s use of the Services via Secure Software.

6. SWIFT Transmission.

6.1 This method of transmission provides Customer with the ability to use Society of Worldwide Interbank Financial Telecommunications operating as S.W.I.F.T. SCRL, Limited Liability Cooperative Society (“SWIFT”) messaging services as described in this Section to engage in certain electronic communications with Bank (hereinafter the “SWIFT Services”). With the SWIFT Services, Customer may: (1) transmit certain SWIFT messages and documents to Bank and receive certain SWIFT messages and documents from Bank and other financial institutions, using SWIFT FIN and/or SWIFTNet FileAct, the latter of which is a file transfer service that allows the transmission of messages and documents over the SWIFT network in all formats agreed upon by Bank, and (2) transmit and receive SWIFT Instructions (as further described below) from Bank and other financial institutions in connection with certain Cash Management Services as agreed by the parties from time to time. Bank is a participating depository financial institution in SWIFT.

6.2 SWIFT Rules. The “SWIFT Rules” are the documents and other publications as amended by SWIFT from time to time that Customer may access at www.swift.com, whether in paper or electronic format, providing specific terms and conditions and other details relating to the provision and use of the SWIFT Services, including without limitation the SWIFT Contractual Arrangements; the SWIFT General Terms and Conditions; the SWIFT Service Bureau Policy and the SWIFT Data Retrieval Policy; the SWIFT MA-CUG, SCORE and TRCO Service Descriptions and any other SWIFT Service Descriptions applicable to the SWIFT Services; and the SWIFT On-line Support Service information. This Appendix, the SWIFT Services provided hereunder and the rights and obligations of the parties hereto shall be subject to the SWIFT Rules, as they may be amended from time to time. The parties agree to comply with the SWIFT Rules and to be aware of and comply with changes or updates to the SWIFT Rules.

6.3 SWIFT Instructions.

6.3.1 Bank may honor and act upon any authenticated SWIFT message, communication or instruction, including any Payment Order (hereinafter a “SWIFT Instruction”) received in Customer’s name or under

any SWIFT Business Identifier Code (BIC) that: (1) is unique to Customer, (2) is owned by a parent company or other affiliate of Customer, or (3) is owned by an unrelated third party and/or that is otherwise operating by agreement with Customer as Customer's agent for purposes of Customer's use of the SWIFT Services. Each such BIC(s) shall be identified by or through Customer in the Services' Setup Form(s) (hereinafter, collectively, "Customer's BIC(s)"). Customer acknowledges that the Services' Setup Form(s) shall also set out the key features and requirements that shall apply to Customer's use of the SWIFT Services, which may include but are not limited to the following:

- i. the SWIFT messaging services to be used to transmit SWIFT Instructions to Bank (e.g., SWIFT FIN and/or SWIFTNet FileAct);
- ii. the SWIFT message types and file formats that are supported by Bank under the SWIFT Services, including the types of Payment Orders that Customer may transmit;
- iii. the technical parameters associated with and required for SWIFTNet FileAct (e.g., file transfer mode options and file transfer fields, etc.);
- iv. the type of information that Bank shall provide in conjunction with any SWIFT message sent by Bank to Customer within the SWIFT Services, including any account status or other information made available by Bank;
- v. the Customer Account(s) to be used in connection with the SWIFT Services; and
- vi. the SWIFT access model (e.g., SCORE, MA-CUG, etc.) and connectivity (e.g., direct access, Alliance Lite, member, service bureau, etc.) associated with Customer's use of the SWIFT Services.

6.3.2 SWIFT Instructions made in accordance with this Appendix and the SWIFT Rules shall be deemed to have been given by an individual authorized to act on behalf of Customer. Bank will act in reliance on the accuracy and completeness of the SWIFT Instruction received by Bank in Customer's name or via Customer's BIC(s). Customer shall ensure that any SWIFT Instruction sent to Bank fully and accurately reflects the advice, request, instruction or communication intended to be provided to Bank by Customer and is duly authorized. Customer irrevocably authorizes Bank to (a) treat as accurate, authentic and properly authorized, rely upon and implement any SWIFT Instruction received by Bank which originates (or appears to originate) from Customer (including, in the case of a Payment Order, debiting the Account as specified in the SWIFT Instruction), and (b) to process each such SWIFT Instruction as described in this Section 6.

6.3.3 Notwithstanding the foregoing, Bank is not obligated to act on a SWIFT Instruction or treat a SWIFT Instruction as accurate, authentic or authorized, if:

- the SWIFT Instruction does not meet the requirements of the SWIFT Rules or otherwise appears not to have been prepared or sent in accordance with this Section;
- Bank considers that the execution of that SWIFT Instruction may place Bank in breach of any law or regulation; or
- Bank reasonably suspects that the SWIFT Instruction received by Bank (a) may not fully and accurately reflect an advice, request, instruction or communication that Customer intended to give to Bank; or (b) may not have been given in accordance with Customer's authorization procedures.

Except to the extent prevented by applicable law or regulation, Bank shall notify Customer if, under this Section 6.3, it does not act on a SWIFT Instruction.

6.4 Secure Communications Channel.

6.4.1 SWIFT offers SWIFT messaging services as a secure communications channel. SWIFT has established procedures and requirements for controlling access to SWIFT messaging services (each, an "Access Control") that may include, without limitation, access codes, message authentication codes, secure card readers, digital signatures, and hardware security modules. In addition, SWIFT authenticates certain messages based on SWIFT message type prior to accepting them for routing as SWIFT Instructions (each, an "Authenticated Message"). This authentication may include confirming that the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT Instructions between them as SWIFT requires from time to time (each, an "Authentication Procedure"). Collectively, the Access Controls and Authentication Procedures shall be referred to herein as the "SWIFT Security Procedures."

6.4.2 Bank and Customer rely on SWIFT's Access Controls and, in the case of an Authenticated Message, the Authentication Procedures, if any, that SWIFT requires to secure the transmission of Customer's SWIFT Instructions. Bank does not undertake and will have no obligation to Customer to separately authenticate any SWIFT Instruction that Bank receives in Customer's name or under Customer's BIC, whether or not Customer actually issued the SWIFT Instruction. Bank may, at Bank's sole election and option, contact Customer with respect to any SWIFT Instruction that Bank receives in Customer's name or under Customer's BIC, but Bank's election to contact Customer with respect to one or more SWIFT Instruction will not obligate Bank to contact Customer with respect to subsequent SWIFT Instructions that Bank receives in Customer's name or under Customer's BIC.

6.5 Customer Representations and Warranties. Customer represents and warrants with respect to itself and the Customer's BIC(s) identified by or through Customer in the Services' Setup Form(s) that it:

- is registered with SWIFT as either a "Member Administered Closed User Group" and/or "Closed User Group" and/or "SCORE (Standardized Corporate Environment)" member;
- is in compliance with applicable SWIFT Rules;
- is not in violation of any federal, state or local laws with respect to the SWIFT Services;
- is a duly incorporated and validly existing legal entity;
- is in good standing financially and in compliance with all laws and regulations applicable to Customer; and
- is subject to regular audits in accordance with internationally recognized accounting standards by independent auditors.

6.6 Third-Party Service Providers; Third Party-Service Provider Activities.

6.6.1 Customer may appoint a third party, whether a SWIFT registered user/member, SWIFT authorized service bureau or other third party, to send or receive SWIFT Instructions, perform other functions and/or otherwise act as Customer's agent for purposes of the SWIFT Services provided hereunder (a "Third-Party Service Provider"), as shall be set forth in the Services' Setup Form(s). In such event, Customer agrees that the Third-Party Service Provider shall have all the powers of Customer in relation to the SWIFT Services. Customer unconditionally authorizes Bank to deal directly with the Third-Party Service Provider in connection with all matters relating to the SWIFT Services, including, without limitation, the receiving and sending of SWIFT Instructions (including Payment Orders), and any testing to be completed with respect to the SWIFT Services. All SWIFT Instructions received by Bank from Third-Party Service Provider 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. For the avoidance of doubt, Customer shall ensure the Third-Party Service Provider complies with the relevant provisions of this Appendix. Notice of any termination of Third-Party Service Provider's authority to receive and send SWIFT 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. Notwithstanding the foregoing, Customer agrees that Bank retains the right to reject any such Third-Party Service Provider and thus any associated SWIFT Instructions initiated by Customer's Third-Party Service Provider in Bank's sole discretion.

1. 6.6.2 Subject to Bank's prior approval and in its sole and exclusive discretion, Customer may be permitted to use the SWIFT Services provided hereunder on behalf of and in conjunction with Accounts that belong to Customer's clients, as well as on Customer's own behalf. Customer shall provide an appropriate letter of authority and/or execute any such other agreement(s) or documents as deemed necessary or appropriate by Bank prior to the initiation or continuation by Customer of the SWIFT Services in the capacity of a third-party service provider. Customer agrees that Bank retains the right to reject any request by Customer to engage in such activities as well as any SWIFT Instructions by Customer in such capacity, in Bank's sole discretion. In the event Bank approves Customer's use of the SWIFT Services as a third-party service provider, then the following shall also apply:

2. (a) Customer represents and warrants to Bank that each Customer client has given Customer authority to access and engage in SWIFT Instructions with respect to its Accounts through use of the SWIFT Services to the same extent as if Customer owned them, including in the capacity of a "third party service provider;"
- 3.
4. (b) each reference to "Customer" herein 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 SWIFT Services;
- 5.
6. (c) all of the provisions set forth herein will apply to the Customer client's Account(s) as if Customer owned them;
- 7.
8. (d) each person who is authorized to act on Customer's behalf with respect to the SWIFT Services 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 the SWIFT Services; and
- 9.
10. (e) Customer shall be liable for all monetary, confidentiality and other obligations to Bank hereunder as they relate to Customer's use of the SWIFT Services for itself as well as each such Customer client. Customer agrees to notify Bank immediately if Customer's authority with respect to Customer's client(s) is revoked or changed.

6.7 Customer Direction and Indemnity.

6.7.1 In the event that the BIC(s) identified by or through Customer in the Services' Setup Form(s) are owned by a parent company or other affiliate of Customer, or are owned by an unrelated third party and/or such third party is otherwise operating by agreement with Customer as Customer's Third-Party Service Provider for purposes of the SWIFT Services, Bank is prepared to act on a SWIFT Instruction from Customer's SWIFT BIC(s) only upon receipt of the indemnity provided in this Section 6. This indemnity shall be in addition to and not in lieu of an additional indemnity provided by Customer in the Cash Management Master Agreement.

6.7.2 Bank is authorized to accept and honor any files and/or SWIFT Instructions sent from any of Customer's SWIFT BIC(s) without making any inquiry as to the validity or sufficiency of the SWIFT Instructions and to consider the SWIFT Instructions of like force and effect as written orders made in accordance with the signing authorities held by Bank from time to time for the operation of Customer's Account(s) with Bank.

6.7.3 Without limiting the scope of Section 6.7.2, Bank is authorized to disclose information about Customer, its Accounts and banking relationship with Bank, including any changes to such information, in response to and as directed in the SWIFT Instructions as required to process the same.

6.7.4 Bank shall not be liable for any loss or damage incurred by Customer, or any third party arising from or in any way related to Bank acting upon or refusing to act upon any SWIFT Instructions from Customer's BIC(s), unless due to the gross negligence or willful misconduct of Bank. Notwithstanding the foregoing, in no event shall Bank be liable for any indirect, special or inconsequential damages incurred by Customer or any third party arising from or in any way related to Bank acting upon or refusing to act upon any SWIFT Instructions.

6.7.5 Customer hereby agrees to indemnify and hold Bank harmless from and against any losses, liabilities, claims, damages, fees, or expenses whatsoever that Bank may suffer, incur or be under or that may be brought against Bank, pursuant to, in connection with, or in any way related to Bank acting upon, delaying in acting upon or refusing to act upon any SWIFT Instructions from Customer's BIC(s).

6.8 Termination of SWIFT Services. In addition to but not in lieu of the provisions of the Cash Management Master Agreement, the SWIFT Services shall terminate automatically in the event that:

- either party loses user status as defined in the SWIFT General Terms and Conditions of the By-laws;
- SWIFT has ceased to provide, and not resumed providing, any of the SWIFT messaging services;

- SWIFT, in exercise of its rights under the SWIFT Rules, has required either party to terminate the SWIFT Services; or
- Bank has ceased to provide the Cash Management Services.

6.9 Suspension of SWIFT Services. In addition to but not in lieu of the provisions of the Cash Management Master Agreement, either party may suspend the use of the SWIFT Services for such period(s) as it considers appropriate in its absolute discretion by notice to the other party if: (a) suspension is necessary for the purposes of (routine or emergency) maintenance; (b) for security or technical reasons, including a suspension of the SWIFT messaging services by SWIFT, use of the SWIFT messaging services is impossible or cannot be achieved without unreasonable cost to Bank or Customer; (c) suspension is required by SWIFT or the SWIFT Rules; or (d) suspension is necessary to avoid or reduce any material damage or disadvantage to either party.

7. Security Procedures.

7.1 Customer agrees that the security procedures set forth or incorporated by reference in this Appendix (including without limitation the SWIFT Security Procedures), the Cash Management Master Agreement and/or associated documents provided by Bank, including without limitation the Services' Setup Form(s), are a commercially reasonable method of providing security against unauthorized access to or interception of transmissions between Customer and Bank (hereinafter collectively the "Security Procedures"). Any transmission by Customer shall be deemed authorized if transmitted in accordance with the Security Procedures. Bank may, from time to time, modify the Security Procedures. Such modifications shall become effective upon receipt of notice by Customer or such later date as may be stated in the Bank's notice to Customer. If Customer fails to object to such change, it shall be deemed to agree to such change.

7.2 With respect to SWIFT in particular, Customer further acknowledges that the SWIFT Security Procedures are the only security procedures offered for SWIFT Instructions that Customer transmits through the SWIFT Services. Customer has solely determined that the SWIFT Security Procedures best meet Customer's requirements with regard to the size, type and frequency of the SWIFT Instructions issued by Customer to Bank using the SWIFT Services and that the SWIFT Security Procedures are a commercially reasonable method of providing security against unauthorized access to or interception of transmissions between Customer and Bank. Customer acknowledges that it is bound by the terms and conditions of each SWIFT Instruction, including any request to cancel or amend a SWIFT Instruction, whether or not authorized by Customer, that Bank receives in Customer's name or under Customer's BIC(s) through the SWIFT Services and in accordance with the SWIFT Security Procedures.

7.3 Nothing in this Appendix shall be deemed a representation or warranty by Bank that FTP, Secure Web, SFTP or SWIFT communications are secure. Rather, after review of the alternatives, Customer has selected a communication method that it believes best suits its needs.

7.4 Bank and/or SWIFT (as applicable) may, from time to time, propose different, 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 and/or SWIFT believes immediate action is required for the security of Bank, SWIFT or Customer funds or data, Bank and/or SWIFT may initiate additional security procedures immediately and provide prompt subsequent notice thereof to Customer.

7.5 Customer hereby acknowledges that the Security Procedures are neither designed nor intended to detect errors in the content or verify the contents of a transmission between the parties. Accordingly, any errors contained in a transmission from Customer shall be Customer's responsibility. Except as otherwise expressly provided in the parties' Cash Management Master Agreement or other Appendix between the parties, no security procedure for the detection of any such Customer error has been agreed upon between Bank and Customer.

7.6 Customer is strictly responsible for establishing and maintaining procedures to safeguard against, detect and mitigate unauthorized access to or interception of

transmissions. Customer covenants that no employee or other individual under Customer's control will be allowed to initiate transmissions in the absence of proper authority, supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and any passwords, codes, security devices and related instructions provided by Bank in connection with any Security Procedure utilized by Bank, SWIFT and/or Customer. If Customer believes or suspects that any such password, code, security device, Security Procedure, information or instructions have been disclosed to or accessed by unauthorized persons, Customer agrees to notify Bank immediately followed by written confirmation as provided in the Services' Setup Form(s).

7.7 Customer shall retain data files for five (5) Business Days following the date of their transmittal by Customer as provided herein, and shall provide such data files to Bank upon request.

8. 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 Data Transmission 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.



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 Customer's Account(s) designated by Customer and 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") as also defined in the *NACHA Rules*.

"*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 the Services' Setup Form(s) and/or 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 ARC, BOC, POP, RCK, or XCK SEC Codes) that does not meet Customer's ACH Authorizations previously provided to Bank (and may also be 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 confirmation 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 Services' 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 The Services described in this Appendix will provide Customer with a means to: (1) 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 the Return Default Disposition; and (2) 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.

2.2 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.

3. Customer Authorizations.

3.1 Customer will designate Authorized Account(s) to be used with the Services via the Services' Setup Form(s).

3.2 As applicable, Customer shall begin use of 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(s).

3.3 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' module of the Bank Internet System. 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.

3.4 In the event Customer fails 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(s) 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(s) subject to the ACH Authorization(s).

4. Processing of ACH Entries and Reporting of Exception Entries. Bank will 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. In accordance with that review, on each Business Day, Bank will:

(a) allow incoming ACH Entries that match Customer's ACH Authorizations to post to Customer's Authorized Account(s); and

(b) 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 Pay 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.

5. Payment and Dishonor of Exception Entries.

5.1 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.

5.2 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.

5.3 Customer may choose not to or may otherwise fail to review and provide a Pay 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.

6. Customer and Bank Communications.

6.1 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 communication from Customer as a Return Decision or otherwise apply the Return Default Disposition to such communication.

6.2 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.

6.3 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 4, the Return Default Disposition shall apply in accordance with Customer's previously established ACH Authorizations.

6.4 Customer's ACH Authorizations hereunder will be accepted by Bank subject to the condition that ACH transactions have not already been posted or are not otherwise in the process of posting, and that Bank will have a reasonable opportunity to act on Customer's ACH Authorizations before any such processing.

6.5 Bank shall have a reasonable time after receipt of Customer's request to implement the Services and shall not assume responsibility for stopping ACH transactions that have already been posted to Customer's Account(s).

6.6 Bank shall be bound only to exercise ordinary care in attempting to post or return ACH Entries as described in this Appendix.

7. Remedies.

7.1 **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.

7.2 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 and otherwise in accordance with the other terms of this Appendix. 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.

7.3 Rightful Payment and Return.

7.3.1 If Bank honors an Exception Entry in accordance with a Pay Decision by Customer as described in Section 5.2, such payment/posting shall be rightful, and Customer waives any right it may have to assert otherwise.

7.3.2 If Bank returns an Exception Entry in accordance with a Return Decision by Customer as described in Section 5.1, 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.

7.3.3 Customer agrees that Bank exercises ordinary care whenever it rightfully pays/posts or returns an Exception Entry consistent with the provisions of this Appendix.

8. Other Terms of the Services.

8.1 Customer acknowledges that the Services do not preclude Bank's standard ACH processing procedures or the application of the *NACHA Rules*, which may cause an ACH Entry to be dishonored even if Customer's instructions do not otherwise require Bank to return such ACH Entry.

8.2 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.

8.3 Customer acknowledges that the Services are intended to be used to identify and return ACH Entries which Customer suspects in good faith are fraudulent, unauthorized 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*.

9. Termination; Effectiveness.

9.1 The parties may terminate this Appendix and/or the Services in accordance with the terms and conditions of the Cash Management Master Agreement. This Appendix and the associated Services shall automatically terminate in the event the underlying Authorized Account(s) are closed. 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.

9.2 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.

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APPENDIX XXIV

TD ELECTRONIC BILL PRESENTMENT & PAYMENT SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all TD Electronic Bill Presentment & Payment Services (the "Services") made available to Customer by Bank or Bank's service provider(s) (hereinafter referred to in either case as "Bank" unless otherwise specified). 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

Services. The Services allow Customer's clients or customers ("Payers") to make convenient payments to Customer through the Internet, an Integrated Voice Response (IVR) system, or a "live" call center. Customer agrees that the Services shall be governed by this Appendix and the terms of the Cash Management Master Agreement.

Internet Payments.

2.1 Customer Payment Site. "Customer Payment Site" means the interactive Internet payment site hosted by Bank's service provider, where Payers may make payments to Customer over the Internet. Bank (or Bank's service provider) will configure the Customer Payment Site for Customer, as well as implement, host and support the Customer Payment Site. Except as otherwise provided in this Appendix, all information and data associated with such payments (hereinafter, "Payment Data") is collected at the Customer Payment Site and then transmitted to Bank via the Services in a secure HTTP post. Bank will process the payment, and a real-time confirmation or error message will be returned and displayed on the Customer Payment Site.

2.2 Customer License. Customer acknowledges that Bank and/or its service provider shall have the right and license to use Customer's name, trademarks, service marks, copyrights and logos and other textual information in connection with branding and hosting of the Customer Payment Site for the purposes contemplated herein. In accordance with Section 10 below, Customer agrees that Bank will not be liable for any content associated with the Customer Payment Site that violates applicable law or payment network rules.

2.3 Administrative Terminal. "Administrative Terminal" means the interactive Internet site or console hosted by Bank's service provider where Customer may, e.g., create and access reports, initiate call center payments on behalf of Payers, manage payments for

Payers, or initiate refunds. Bank or Bank's service provider will configure, implement, host and support the Administrative Terminal. Customer shall be solely responsible for setting up Authorized Users, access entitlements and internal controls within the Administrative Terminal.

2.4 Links. Customer shall provide and maintain a secure link on its website to the Customer Payment Site. Customer shall be responsible for ensuring that the link to the Customer Payment Site takes Payer to the appropriate area within the Customer Payment Site. Customer shall be responsible for providing the agreed-upon data concerning Payer in a manner that meets Bank's encryption or security methods during the exchange. Customer and Bank agree to use industry-standard security procedures and technology to ensure the security of the Customer's website, including the Customer Payment Site, and to prevent data theft or unauthorized access. Customer agrees that Bank will not be liable for any claims, losses, damages, costs, expenses, fines and other liabilities arising out of the unlawful use or breach of or Customer's failure to maintain the security and confidentiality of Customer's website or associated link to the Customer Payment Site.

2.5 Payer Authentication. Depending on the applicable payment processing channel, Customer shall be responsible for verifying the identity of each Payer prior to the time Payer is linked to the Customer Payment Site. Customer agrees that Payers shall not be granted access to the Customer Payment Site until Customer has verified the identity of each Payer using a commercially reasonable fraud detection system. For every Payer that accesses the Customer Payment Site, Bank may rely on Customer to have completed such verification.

Integrated Voice Response (IVR) Payments. To make an automated payment via a touch-tone phone, Payers may access the IVR system by calling a toll-free number provided by Bank or Customer. Customer shall have previously forwarded a one-time file of existing Payers ("pre-registration file") to Bank. In order to make a payment via

the IVR system, Payers are required to input information that matches their user information in the pre-registration file.

Payer Authorization. If payment is made via the Internet, Payer will be prompted to authorize the payment and print a confirmation once Payer has reviewed the Payment Data and input the information necessary to complete the payment. If payment is made via the IVR or call center, the confirmation number will be read to Payer. Bank is not responsible for the detection of errors made by Payer or Customer and may rely on the information submitted or communicated by Payer or Customer. To the extent required by the National Automated Clearing House Association (“NACHA”) operating rules and guidelines and/or applicable law, including without limitation Regulation E and the federal Electronic Funds Transfer Act, Customer will enable the Services to obtain all consents and authorizations for all ACH payments in accordance with those requirements.

Payment Frequency Options. The Services provide Customer with the ability to offer Payers the option of making one-time payments or fixed or variable recurring payments.

5.1 One-Time Payments Without Enrollment. The Services permit Payers to enter one-time payments from a bank account (i.e., “ACH”), credit card or debit card. Payers need not enroll and store personal or financial information. Banking, credit or debit card information is not retained for future use; Payers must enter it each time they make a payment. Payers provide basic authentication information each time they access the Services to make one-time payments. An account number or other unique identifier (such as a student number or tax ID) is required and one or two additional key pieces of data are recommended in order to more securely authenticate each Payer. System-generated confirmation numbers are provided for each payment and a confirmation email or letter may be sent to the Payer, as further described above.

5.2 One-Time or Recurring Payments With Enrollment. The Services permit Payers to enroll and create a user profile where they can store up to five (5) billing accounts and five (5) payment accounts (bank accounts, credit cards or debit cards). User information is stored for future use. The user profile includes login information and preferences. Payers have the option of entering manual one-time payments or, if permitted by applicable law and regulation, setting up an automatic payment schedule for each enrolled billing account. Payments may be made using any active enrolled funding. Where permitted, Payers have the ability to initiate a payment that recurs semi-weekly, weekly, semi-monthly, monthly or quarterly. Automatic payment schedules allow the Payer to specify date, amount, duration and funding options. Payers must be pre-registered in order to initiate variable recurring payments.

Payment Processing.

6.1 Payments shall be processed in the manner mutually agreed to between Bank and Customer, which may include ACH debit entries, debit cards or credit cards, as available and applicable to the Services from time to time. Customer shall at all times be considered the originator of Payer’s payment. Depending on the applicable payment processing channel, payment processing may also be subject to the terms of any other agreement between Bank and Customer and between Customer and the payment transaction processor supported by Bank. Payments may be initiated through the Customer Payment Site, IVR system or Administrative Terminal. Bank will notify Customer of the payments that were initiated through the Administrative Terminal or by delivering a file as set forth in the Services’ Setup Form(s) or associated implementation documents. Customer acknowledges and agrees that all payments are subject to adjustment, return, reversal and/or chargeback in accordance with the rules governing the applicable payment processing channel.

6.2 Customer will designate an Account with Bank to be used in conjunction with the Services (the “Designated Account”).

6.3 Automated Clearing House (ACH) Transactions. Customer expressly authorizes Bank, upon receipt by Bank of information purporting to show that a Payer approves a payment in a specific amount (an “Approval”), to generate a debit entry to Payer’s account on behalf of Customer in that amount, identifying Customer as “Originator,” Bank as “Originating Depository Financial Institution,” and Payer’s funding account as “Receiver.” If Bank receives an Approval on any Business Day prior to the deadline established by Bank and Customer, Bank will generate the ACH debit entry relating to that Approval on that same day. If Bank receives the Approval after the final deadline for that Business Day, or on a day other than a Business Day, Bank will originate the debit entry on behalf of Customer on the next Business Day.

6.4 Credit Card Transactions. As available and applicable to the Services, Customer expressly authorizes Bank, upon receipt by Bank of information purporting to show that a Payer grants an Approval, to submit a credit card transaction to Customer’s credit card processor (“CC Processor”) on behalf of Customer in the amount indicated in the Approval (an “Approved Transaction”). Customer acknowledges that the CC Processor may require Customer to establish a relationship with the CC Processor (including, but not limited to, agreeing on fees, processing windows, returns, and chargebacks) and to conform to certain specifications set forth by the CC Processor. Customer and Bank acknowledge that once an Approved Transaction is completed, Bank shall no longer have any liability with respect to such Approved Transaction.

6.5 ATM/Debit Card Transactions. As available and applicable to the Services, Customer authorizes Bank, upon receipt by Bank of information purporting to show that a Payer grants an Approval to submit a ATM/debit card

transaction to the Debit Network (the network through which such ATM/debit card transactions are processed) on behalf of Customer in that amount indicated in the Approval. Customer acknowledges that Bank may require Customer to provide evidence that Customer is authorized and able to process ATM/debit card transactions. Customer also acknowledges that the functionality provided by the Debit Network is governed by the rules of those parties that administer the Debit Network (the "Rules"), over which Bank has no control. In accordance thereof, Customer agrees to follow the terms of the Rules, including but not limited to penalties for violations and the termination provisions listed in the Rules as such Rules are amended from time to time. Bank will provide copies of the Rules to Customer upon Customer's request.

6.6 Non-Postable Payments. Customer agrees that it shall inform Bank by email or facsimile of any Payment Data included in a payment file which contains an invalid (non-postable) remittance account number within two (2) Business Days of such occurrence. Bank will attempt to determine the correct remittance account number for such payment data and to inform Customer of corrected information within five (5) Business Days after receiving notice thereof by Customer of such an error ("Error Account Number Notification Date"). Customer agrees to reasonably cooperate with Bank in resolving such occurrences. Customer further agrees that Bank will initiate an ACH debit to Customer's Designated Account for the amount of all invalid remittances which fail to be resolved according to the provisions of this Section on the sixth (6th) Business Day after the Error Account Number Notification Date.

Settlement.

Credits. Bank will cause payments to be made from the funding account designated by the Payer at the request of the 1) the Payer, or 2) Customer on behalf of the Payer in accordance with the provisions of this Appendix. From those payments, Bank will initiate (originate) a credit to Customer's Designated Account, in accordance with the operating procedures determined during implementation of the Services. Notwithstanding the preceding sentence, Bank reserves the right to withhold making settlement to Customer until it receives good and available funding for such payment, in an amount matching the total amount of the payment file. Customer agrees that all Payment Data which it receives from Bank which contains a valid Payer's account number will post to such Payer account on the same Business Day as receipt of such Payment Data by an amount equal to that contained in the Payment Data. Each credit to Customer's Designated Account is subject only to receipt by Customer of good and available funds.

Automated Clearinghouse Transactions. Bank will notify Customer of any payment included in a transmission for which Bank has been unable, for any reason, to collect the corresponding funds from the Payer's funding account, or

any payment that is returned for any reason. Bank will use reasonable efforts to provide such notice within two (2) Business Days of such occurrence (the date that Bank notifies Customer is referred to as the "Non-Funded Payment Notification Date"). Customer shall accept an electronic debit to the Customer Designated Account for the aggregate amount of uncollected remittances of which Bank notifies Customer ("Reversibility"). No action on the part of Customer, including but not limited to a filing under protection of the Bankruptcy Code, insolvency, attachment, or execution by any third party, shall affect Bank's rights hereunder. Customer agrees that Reversibility shall occur on the next Business Day following the Non-Funded Payment Notification Date. If for any reason the reversal debit described in this Section is not successful and is returned, then no later than the third (3rd) Business Day after the Non-Funded Payment Notification Date, Customer shall send to Bank by Fed Wire the amount of such uncollected remittances, plus interest at the then-current Federal Funds rate for the amount of time that Customer had the funds, or Bank may exercise such other rights as may be available under the Cash Management Master Agreement.

Debit Card Transactions. As available and applicable to the Services, Bank will notify Customer by online report and/or transmitted file of any payment included in a transmission for which Bank has been notified by the debit network is invalid, or any payment that is returned or charged-back for any reason. Bank will use reasonable efforts to provide such notice within two (2) Business Days of such occurrence (the date that Bank notifies Customer is referred to as the "Disputed Payment Notification Date"). Customer shall accept an electronic debit to Customer's Designated Account for the aggregate amount of uncollected remittances of which Bank notifies Customer ("Reversibility"). No action on the part of Customer, including but not limited to a filing under protection of the Bankruptcy Code, insolvency, attachment, or execution by any third party, shall affect Bank's rights hereunder. Customer agrees that Reversibility shall occur on the next Business Day following the Disputed Payment Notification Date. If for any reason the reversal debit described in this Section is not successful and is returned, then no later than the third (3rd) Business Day after the Non-Funded Payment Notification Date, Customer shall send to Bank by Fed Wire the amount of such uncollected remittances, plus interest at the then-current Federal Funds rate for the amount of time that Customer had the funds, or Bank may exercise such other rights as may be available under the Cash Management Master Agreement.

8. Convenience Fee.

8.1 If and as permitted by applicable law, regulation and/or card association rules, the Services may offer a

convenience fee option that allows Customer or Bank to define and collect a convenience fee to be charged to Payers in connection with the payment transaction. Payers are provided with the opportunity to stop the payment process if they do not wish to pay the convenience fee.

8.2 If Customer desires to collect the convenience fee, Customer shall be responsible for ensuring that convenience fee assessments comply with relevant laws, rules and regulations.

8.3 If agreed to by Bank and Customer, and as permitted by relevant laws, rules and regulations, Bank may collect and retain the convenience fee. Customer agrees that Bank may in consultation with Customer, set, adjust, manage and collect the convenience fee as a means to wholly or partially offset Bank fees that may otherwise have been incurred by Customer. Bank's willingness to collect the convenience fee shall be based on Customer's projected payment volume, average ticket, type of transactions, or other considerations such as changes to interchange fees and assessments. If the actual payment volume, average ticket or other considerations fail to meet Customer's stated projections or do not completely offset Bank fees, Customer agrees that Bank may, in its sole discretion, require Customer to wholly or partially reimburse Bank for any resulting shortfall in Bank fees.

9. Compliance with Laws, Regulations and Rules.

Customer agrees to comply with all applicable federal, state and local laws, rules and regulations with respect to the Services, including without limitation, those issued by: (i) the National Automated Clearing House Association; (ii) any governmental entity, including (without limitation) the requirements contained in the Electronic Fund Transfer Act, Regulation E, and the Electronic Signatures in Global and National Commerce Act; and (iii) any other entity or association that issues or sponsors a payment device, including (without limitation) the requirements of the Payment Card Industry (PCI) Data Security Standard and any card association, including without limitation Visa and MasterCard. Without limiting the foregoing, Customer agrees to comply with all federal, state and local privacy and data-security laws and regulations applicable to Customer's activities as well as the operation of the Customer Payment Site, including without limitation the Health Insurance Portability and Accountability Act and the California Online Privacy Protection Act relating to any consumers to whom Customer may offer any Services. Customer further agrees to comply with all payment network regulations for ATM debit networks.

10. Transaction Controls. Customer agrees to notify Bank of any material change or anticipated material change in daily dollar activity or type of transaction processing, and obtain Bank's consent to such change. Bank may, in its sole discretion, immediately upon written notice to Customer, place a maximum dollar limit on the Services' transactions or require Customer to provide reasonable security for Bank's continued handling of such transactions.

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 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 XXVI

TD ELECTRONIC LOCKBOX (BILL PAYMENT AGGREGATION) SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all TD Electronic Lockbox (Bill Payment Aggregation) Services (the "Services") made available to Customer by Bank or Bank's service provider(s) (hereinafter referred to as "Bank," unless otherwise specified). 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 a remittance processing arrangement for the efficient electronic collection and consolidation of payments from Customer's retail clients that have been initiated through various sources, such as retail clients' personal online banking application, walk-in location or Customer's own bill payment user interface ("Payments"), as well as the collection of certain information associated with those Payments. The Services consolidate all such Payments from financial institutions and other originators into one file for a single deposit of funds to Customer's designated depository Account, as further described below.

2. Designated Account. Customer will maintain an Account at Bank as the designated depository Account for the Services ("Designated Account"). Customer shall maintain balances in the Designated Account or other Customer Account(s) sufficient to offset any returns submitted for payment in conjunction with Customer's Payments.

3. Network. "Network" means a network of parties, of which Bank's service provider with respect to the Services as Bank may retain from time to time in its sole discretion is a member. The Network concentrates or consolidates Payments from all of the financial institutions and Internet bill payment providers supported by the Network for disbursement to billers such as Customer.

4. Bank's Responsibilities.

4.1 Bank receives Payments and associated remittance data from the Network. Payments received each Business Day are processed and accumulated until the applicable cut-off time(s) on such Business Day.

4.2 Bank credits Payments to Customer's Designated Account in a single automated clearing house

("ACH") credit, unless otherwise agreed upon by the parties in the Services' Set-Up Form(s). Each ACH credit shall be credited to the Customer's Designated Account on the next Business Day following the Business Day the Payment(s) were received.

4.3 Bank will electronically transmit the Payments' remittance data to Customer in a form mutually agreed upon by the parties. Bank offers two methods by which to transfer remittance data: (a) an electronic file that is custom-formatted according to Customer's proprietary system requirements ("Direct Link Access"), or (b) an online report accessed by Customer through the customer service interface ("Web Access").

4.3.1 Payment Aggregation Direct Link Access. Using Bank's implementation tool, Bank shall transfer remittance data in files formatted according to Customer specifications in order to be compatible with Customer's automated accounts receivable system ("Files"). In the event that a Customer requires a file format that cannot be implemented using the implementation tool, Bank may charge Customer for development fees in addition to a standard implementation fee. Bank shall transmit Files to Customer by secure File Transfer Protocol ("FTP") or Hypertext Transfer Protocol Secure ("Secure Web") channels. At Bank's sole and exclusive discretion, if Customer has multiple affiliated business entities associated with the Services, Customer may elect to segment Files in batches applicable to each business entity.

4.3.2 Web Access. This feature is available to customers of Bank who are unable to accept Files via Direct Link Access and who receive less than five hundred (500) payments per month. Customers access the transfer remittance data online through the Services' customer service interface. Customers using Web Access must update their accounts receivable system manually.

4.4 Bank shall transmit Returns (defined below) to the Network when Customer provides Bank with the Return information. Bank shall credit Customer's Designated Account in an amount equal to the payments

received and will debit Customer's Designated Account in an amount equal to any Returns and, if applicable, any Reversals (defined below). Bank may charge Returns against the Designated Account or any other Customer Account even if the charge results in an overdraft.

4.5 Bank may engage with or utilize the services of service providers, i.e., Bank Third Parties (as defined in the Cash Management Master Agreement), in the performance of the Services as set forth in this Appendix. Bank may change such parties from time to time in its sole and exclusive discretion.

5. Customer's Responsibilities.

5.1 Customer shall provide Bank and the Network with all data and specifications necessary for the Network to process Payments and for Bank to transmit the associated remittance data to Customer.

5.2 Customer agrees to conduct tests that Bank and/or the Network may deem necessary to ensure Customer and Bank are able to process the remittance data. The purchase, installation, testing and maintenance of any and all equipment used to receive and process information from Bank is the responsibility of Customer.

5.3 As soon as possible, and in any event, no later than forty eight (48) hours after Bank transmits the remittance data to Customer, Customer agrees to process all such data and inform Bank of any incorrect, unidentifiable or other information that cannot be processed ("Returns").

5.4 Customer is responsible for instructing all of its retail clients about the requirements of the Services as applicable.

6. Reliance on Network. Customer acknowledges that Bank's ability to process Payments and remittance data is dependent upon the continued use and support of the Network and third parties housing the Network and its associated communications network. In the event that access to the Network or its computer communications system is terminated or suspended for any reason, Bank shall not be liable to Customer for any disruptions or failure to provide any part of the Services. Bank assumes no responsibility for the accuracy, timeliness or the completeness of data delivered from the Network to Bank.

7. Optional Reversal Transactions. Reversals are Network-initiated debit messages from Payment originators informing of the cancellation of a previous transaction. Customer may set debit caps on Reversals to limit the daily debit amount a Payment originator may send through the Network. If Customer instructs Bank to accept Reversals, Customer hereby authorizes Bank to debit Customer's Designated Account for the amount of the Reversals. Bank may charge Reversals against the Designated Account or any other Customer Account, even if the charge results in an overdraft.

8. Optional Biller Stop Payment. This option allows Customer to provide Bank with instructions regarding Payments that Customer does not want posted to its Designated Account. If Customer instructs Bank to stop a Payment from posting to its Designated Account, Customer hereby authorizes Bank to return the Payment through the Network. Payments that are stopped will not be included in Customer's settlement transaction or the remittance data provided to Customer. Due to the nature of the Services, Bank makes no representation or warranty regarding its ability to honor a request by Customer to stop a Payment from posting to its Designated Account.

9. Liability. These Services are highly automated, and Bank uses commercially reasonable efforts to process Payments and transfer remittance data. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement and the Account Agreement.

10. Termination of this Appendix. Notwithstanding anything to the contrary in the Cash Management Master Agreement, and given the nature of the Services, Customer shall provide Bank with sixty (60) days' prior written notice of termination of the Services and this Appendix.

11. Effectiveness. Customer agrees to all the terms and conditions of this Appendix. 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 XXVII

PAYMODE-X SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all Paymode-X Services (the "Services") made available to Customer by Bank and Bank's services provider(s) (Paymode-X). 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

2. Services. The Paymode-X Services enables Customer to send payments through a single website portal. Paymode-X will create payments to third parties (each, a "Trade Partner") based on payment entries ("Payment Data File") provided by the Customer. Customer authorizes Bank to process payments drawn on Customer's accounts based on Payment Data Files created by Paymode-X upon instruction by the Customer. Payment Data File will specify the originating account, as applicable, i.e. from Customer's designated deposit Account or Commercial Plus Card Account with the Bank. Payment types include automated clearing house ("ACH"), checks, wires and transactions using Visa Commercial Plus Card. The Services may add, modify or eliminate payment types at any time. For all payment types made using the Services, additional documentation is required. Such documentation may include, as applicable, Bank service agreements associated with Bank's ACH Origination Services, Commercial Plus Card Master Agreement, Wire Origination Agreement, applicable check issuance agreements, and certain file transmission methods may also require additional Bank service agreements (hereinafter "Other Service Agreements"). Each such Other Service Agreement, in the event of a conflict between it and this Appendix, will control over this Appendix unless expressly provided otherwise herein, and only to the extent necessary to resolve the conflict. Bank utilizes a system developed and managed by a service provider or vendor in providing the Services. As a result, Customer agrees that each reference to "Bank" in any provision of this Appendix will, with respect to the Services, be deemed to include such service provider or vendor (also referred to in the Cash Management Master Agreement as a "Bank Third Party"). Details regarding the functionality of the Services, file delivery methodology and certain formatting and other technical requirements that Customer must follow when using the Services (hereinafter "Reference Materials"), as Bank updates them from time to time, will be provided to Customer as part of the set-up process.

2. Customer Obligations. Customer will comply and shall cause its employees, officers, directors, agents and its Authorized Representative(s) and Administrator(s) to comply with (i) the Paymode-X Operating Rules as amended from time to time. Customer has access to a

copy of the Paymode-X Operating Rules and acknowledges receipt of a copy. (The Paymode-X Operating Rules are available at <https://secure.paymode.com/policies/operatingrules.htm>. The Paymode-X Privacy Policy will also be in effect for any information provided to Paymode-X and is available at <https://secure.paymode.com/policies/privacypolicy.htm>.)

3. Processing of Payments. Once Bank has completed its implementation of Customer's set-up for the Services and Customer has confirmed its Services profile, Customer may use the Services as further described below:

3.1 Each Payment Data File must follow the formatting, other technical requirements, and file delivery methodology that Bank and Paymode-X have established with Customer in Bank's implementation of Customer's set-up for the Services, as evidenced by Bank records, or that Bank may otherwise designate in the Reference Materials from time to time.

3.2 Bank and Paymode-X will process Payment Data Files and make payments only on Business Days in accordance with the processing schedule Bank separately makes available. A "Business Day" is every day except Saturdays, Sundays and federal holidays.

3.3 If Customer elects to have the payment for an entry in Customer's Payment Data File made by ACH, Customer will be the originator (or third party service provider for the originator) of the ACH entry. In order to elect ACH payments as part of the Services, Bank must have agreed to provide such Services, and Customer must have confirmed a Services profile for ACH origination Services. Customer must also have executed Other Service Agreements as appropriate. Customer may be required to update ACH Positive Pay setup forms as applicable to authorize funding transactions with Paymode-X. Each ACH entry created in accordance with Customer's Payment Data File will be settled to one of the settlement accounts designated in Customer's ACH origination Services profile. Except as otherwise provided in this Appendix, the terms and conditions of Bank's Other Service Agreements will govern each respective entry that Bank creates, formats and transmits, including without limitation, those relating to exposure limits and delays or suspension of processing.

3.4 If Customer elects to have the payment for an entry in Customer's Payment Data File made by check, each check will be printed by Paymode-X (or its service provider) in accordance with Customer's applicable check issuance agreement with Bank, including the associated format specifications for each check, which Bank will establish with Customer in Bank's implementation of Customer's set-up for the Services. Except as otherwise provided in this Appendix, Customer agrees that the terms and conditions of the Business Deposit Account Agreement will govern each check drawn on the Bank.

3.5 In the event Customer is enrolled in the Positive Pay service, Paymode-X (or its service provider) will send the Check Issue File to the Bank for processing. Except as otherwise provided in this Appendix, the terms and conditions of Bank's Other Service Agreements will govern the Positive Pay service.

3.6 If Customer elects to have the payment for an entry in Customer's Payment Data File made by wire, the Bank will be the originating bank. In order to elect wire payments as part of the Services, Bank must have agreed to provide such Services, and Customer must have confirmed a Services profile for Wire Services. Customer must also have executed Other Service Agreements as appropriate. Each wire entry created in accordance with Customer's Payment Data File will be settled to one of the settlement accounts designated in Customer's wire origination Services profile. Except as otherwise provided in this Appendix, the terms and conditions of Bank's Other Service Agreements will govern each respective entry that Bank creates, formats and transmits including without limitation, those relating to exposure limits and delays or suspension of processing.

3.7 If Customer elects to have payment made by Commercial Plus Card, Paymode-X may use Visa Payables to process the transaction. If Trade Partner is enrolled in Visa Payables service, Visa Payables will initiate a transaction to provide a credit to the Trade Partner's merchant account from the Customer's merchant account. If Trade Partner is not enrolled in Visa Payables, Paymode-X will create one-time use card number to create a debit transaction from the Customer's merchant account to the Trade Partners merchant account. Additional Terms and Conditions governing Visa Payables are provided in Exhibit A.

3.8 In order to elect Card payments as part of the Services, Bank must have agreed to provide such Services, and Customer must have confirmed a Services profile for Card Services. Customer must also have executed Other Service Agreements as appropriate. Except as otherwise provided in this Appendix, the terms and conditions of Bank's Other Service Agreements will govern each respective entry.

4. Transmission of Payment Data File. Customer agrees that the following shall apply to the transmission of Customer's Payment Data File:

4.1 Customer must transmit Customer's Payment Data File to Paymode-X by using one of the methods defined in the Reference Materials, which may include File Transfer Protocol ("FTP") or similar file transmission method, or via the Services' online portal or desktop client software. Customer must transmit its Payment Data File to Paymode-X by the cut-off time that Paymode-X has established in Customer's Services profile. To the extent such cut-off time is different from the terms of Bank's Other Service Agreements, as applicable, the cut-off time established in conjunction with the TD Paymode-X Services shall control. Customer's Payment Data may not be processed or processing may be delayed if Customer submits its Payment Data File after the cut-off time or on a day other than as provided in Customer's Services profile. In addition, Customer must include with its transmittal information indicating the total amount of ACH, wire check, and card entries, as applicable, in the Payment Data File.

4.2 If Customer wishes to make a change to its Payment Data File (other than adding one or more payment entries), including changes in formatting or technical requirements, adding an account, or changing the settlement account for a payment entry, Customer must test the changes with Bank and Paymode-X, to the satisfaction of both, before transmitting a file of Payment Data containing the changes. Failure to test a Payment Data File that has been changed prior to submitting the file to Paymode-X may result in Customer's Payment Data not processing or the processing being delayed. In the event Bank or Paymode-X experiences difficulties receiving or accessing Customer's Payment Data Files, the parties shall cooperate with one another's efforts to access the Payment Data promptly.

4.3 Each time Customer submits a Payment Data File and upon Paymode-X's receipt thereof, Paymode-X will provide Customer with a confirmation notice via such method as the parties' may agree. Customer shall be responsible for the payment entries contained in a Payment Data File for which Paymode-X has provided a confirmation notice, even if payment entry in a Payment Data File is in error or a duplicate of a previously submitted payment entry or Payment Data File, unless Customer complies with the "File Review/Release Procedures" as further described in Section 8.4 below. Bank and Paymode-X are under no obligation to determine if a Payment Data File or any payment entry in a Payment Data File is in error or a duplicate of a previously submitted Payment Data File or payment entry. Customer agrees that Bank and Paymode-X's records of Payment Data Files that Customer has submitted for processing without utilization of the File Review/Release Procedures will be deemed correct and will control in the event of any dispute regarding a Payment Data File or payment entry in a Payment Data File.

5. Payment Data File Validation. Paymode-X will inspect each Payment Data File received to confirm its

format conforms to the requirements in the Reference Materials and instructions associated with the Services. Bank's inspection will not detect erroneous or missing information or unauthorized payments.

6. Incomplete, Rejected Payment Data Files. If a Payment Data File is missing a required data field for a payment described in it or if Paymode-X has identified other errors that make it unable to process the Payment Data File, Bank and Paymode-X may, without liability to Customer, reject the entire Payment Data File.

7. Cancellation Instructions. Bank and Paymode-X have no obligation to honor or process any request to cancel the processing of any of Customer's Payment Data, to amend any payment data, to pull from disbursement a check printed, or cancel any ACH file created, in accordance with Customer's Payment Data File and Services profile. As an accommodation to Customer, however, Bank and Paymode-X will use good faith efforts to honor Customer's request to cancel the processing of a Payment Data File or a payment entry in a Payment Data File or pull any check printed from disbursement, if Customer's request complies with the security procedures and Bank and Paymode-X receive the request at a time and in a manner that gives Bank and Paymode-X a reasonable opportunity to act on it prior to printing or disbursing any checks or prior to creating or transmitting any ACH entry. Bank and Paymode-X is not liable if it is unable to honor Customer's request to cancel the processing of a Payment Data File or a payment entry in a Payment Data File or to pull a printed check prior to disbursement. Customer agrees to reimburse Bank and Paymode-X for any expenses Bank or Paymode-X may incur in attempting to honor any such requests.

8. Security Procedures. Customer agrees to comply with the following security procedures in using the Services, as applicable, and agrees that these security procedures are commercially reasonable:

8.1 Online Services Portal. For a Payment Data File that is transmitted to Paymode-X through the Services' online portal, as applicable, Customer is required to comply with the security procedures associated with that portal as defined in the Reference Materials as applicable. Customer must also comply with any applicable additional security procedures associated with each respective payment type as described in the Other Service Agreements. During Bank and Paymode-X's implementation of Customer's set-up for the online portal feature of the Services, Customer must designate a security administrator for the online portal. The security administrator will have full access rights as more fully described in the Reference Materials and associated agreements with Bank.

8.2 File Transmission. For a Payment Data File that is transmitted to Paymode-X through FTP or similar file transmission, Customer will comply with the applicable security procedures associated with that method, as well with each respective payment type, as set forth in the associated Other Service Agreements.

8.3 Desktop Client Software. For a Payment Data File that is transmitted to Paymode-X via the Services' desktop client software, Customer will comply with the security procedures associated with that method as defined in the Reference Materials. Customer must also comply with the security procedures associated with each respective payment type as described in the applicable Other Service Agreements.

8.4 File Review/Release Procedures. Bank and Paymode-X recommend, as an additional security procedure, that Customer review and verify - using the online portal and/or Customer's own internal processes, as applicable - the accuracy of (i) the number of check print entries, ACH entries, wires, and card entries, as applicable, and (ii) the aggregate dollar amount of all ACH entries, all wires, all check entries, and all card entries contained in Bank's confirmation notice, and that Customer then release its Payment Data File to Paymode-X for processing or notify Bank and Paymode-X of any errors in the Payment Data File by the applicable cut-off time provided by Bank and Paymode-X. If Customer fails to implement File Review/Release Procedures, or Customer fails to complete File Review/Release Procedures by the applicable cut-off time, Customer shall be responsible for the payment entries associated with such Payment Data Files, even if the payment entry is a duplicate of another payment entry or otherwise is submitted by Customer in error.

8.5 Customer agrees that the security procedures set forth or incorporated by reference in this Appendix, the Cash Management Master Agreement and/or associated documents provided by Bank, including without limitation the Services' enrollment documents, setup form(s) and Reference Materials, are a commercially reasonable method of providing security against unauthorized access to or interception of transmissions between Customer and Bank. Any transmission by Customer shall be deemed authorized if transmitted in accordance with the security procedures.

8.6 Nothing in this Appendix shall be deemed a representation or warranty by Bank that communications are secure.

8.7 Bank may, from time to time, propose different, 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 or data, Bank may initiate additional security procedures immediately and provide prompt subsequent notice thereof to Customer.

8.8 Customer hereby acknowledges that the security procedures are neither designed nor intended to detect errors in the content or verify the contents of a transmission between the parties. Accordingly, any errors contained in a transmission from Customer shall be Customer's responsibility. Except as otherwise expressly provided in the parties' Cash Management Master Agreement or other Appendix between

the parties, no security procedure for the detection of any such Customer error has been agreed upon between Bank and Customer.

8.9 Customer is strictly responsible for establishing and maintaining its own procedures to safeguard against, detect and mitigate unauthorized access to or interception of transmissions. Customer covenants that no employee or other individual under Customer's control will be allowed to initiate transmissions in the absence of proper authority, supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices and related instructions provided by Bank in connection with any security procedures utilized by Bank and/or Customer. If Customer believes or suspects that any such password, code, security device, security procedures, information or instructions have been disclosed to or accessed by unauthorized persons, Customer agrees to notify Bank immediately followed by written confirmation.

9. Risk of Delivery. Bank shall have no responsibility for any checks once delivered to the United States Postal Services or a courier. Customer assumes all risks associated with delays caused by complications arising in the transmission of Payment Data Files and delays in postal Services or courier Services, except when such delays are caused by Bank's failure to provide the checks by the delivery time or to transmit an ACH entry, or card entry, as applicable, by the appropriate processing cut-off time, provided Customer submitted the Payment Data for such payments to Bank in a timely manner.

10. Limitation of Liability; Indemnity. Notwithstanding anything herein to the contrary, Bank shall have no liability with respect to a check issued or ACH, wire, or card entry transmitted in accordance with the Services described in this Appendix, and conforming to the Payment Data with respect thereto. In addition to any obligation Customer has to indemnify Bank under the Cash Management Master Agreement or the general terms and conditions, Customer agrees to indemnify and hold Bank harmless from any and all claims, expenses, costs, or liabilities arising out of the issuance of a payment against a payable in dispute or not yet due and payable.

11. Rebates. In accordance with Rebate Schedule, as amended from time to time, Customer will receive a check on a periodic basis based on the volume of payment transactions initiated through Paymode-X Services.

12. Fees. Fees will be assessed for Paymode-X Services in accordance with the terms and fee schedules provided with the Other Service Agreements.

13. Service Support. Bottomline Technologies will provide customer service support for Paymode-X Services via toll free customer service and live network operations support during the business hours of Monday through Friday, 8:00AM ET to 8:00PM ET excluding US Federal Reserve bank holidays ("Business Hours"). Email and

telephone support requests received during Non-Business Hours will be responded to within 30 minutes. Contact information for Bottomline Technologies is provided on the Paymode-X web portal. Bank does not assume any liability to the Customer or its agents for any system downtime or customer service delays attributable to Bottomline Technologies.

14. Record Retention. Customer will retain a copy of Payment Data with respect to a Payment Data File for ninety (90) Calendar Days from its original transmission and shall provide the same to Bank upon request. Customer will also comply with all other data or record retention requirements as may be described in applicable Other Service Agreements.

15. Effectiveness. Customer agrees to all the terms and conditions of this Appendix. 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.

EXHIBIT A

Additional Terms and Conditions for Visa Payables.

1) Definitions

Any terms not otherwise defined in this Exhibit will have a meaning as set forth in the Paymode-X Operating Rules. available at <https://secure.paymode.com/policies/operatingrules.htm>)

- a) Network Member means any business (including Paymode-X with Visa Payables Client) which has enrolled to become a member of the Paymode-X network.
- b) Payer means a Network Member using Paymode-X to make payments to Vendors.
- c) Payment means a single payment to a Vendor processed in accordance with a Payment Authorization provided by Payer.
- d) Card Payment Authorization means a message transmitted electronically by Paymode-X with Visa Payables Client to instruct Bottomline to initiate a Payment using the Virtual Card Account to pay a Vendor.
- e) Paymode-X means collectively, Paymode-X with Visa Payables, the Paymode-X Systems, the Paymode-X website, the Paymode- X Materials, and the Paymode-X Services.
- f) Vendor means a Network Member that has enrolled to receive payments from other Network Members.
- g) Virtual Card Account (or Virtual Credit Card Number) means the general account number for transaction processing as provided to the Vendor by Visa for the purpose of Vendor payment(s) through the Paymode-X with Visa Payables solution.

2) Use of Paymode-X with Visa Payables

Paymode-X with Visa Payables Client may use Paymode-X by transmitting Card Payment Authorizations. The Paymode-X services include:

- Provision of an acknowledgement message for Card Payment Authorizations. If the acknowledgement is not provided within the time period specified in the User Documentation, re- transmission of the Card Payment Authorization may be required.
- Initiation of the Virtual Card Account to the applicable Vendors in accordance with the authenticated Card Payment Authorizations subject to credit line availability.
- Generation of an email notification to the Vendor when the Virtual Card Account is sent to the Vendor. The email will not contain confidential information, but it will include a link to the Paymode-X website where the user can log in and obtain detailed information.
- Status and history information and remittance details related to authenticated Card Payment Authorizations are available to the Paymode-X with Visa Payables Client and the applicable Network Members through the Paymode-X website.

3) Onboarding Vendors, Paymode-X Client Cooperation

Paymode-X with Visa Payables Client will not endorse or promote alternate or similar solutions as an alternative to Paymode-X with Visa Payables services.

Bottomline shall provide electronic payment processing at no cost to the Paymode-X Client on the express condition that the Paymode-X Client exercises and demonstrates its good faith effort, cooperation and support in enrolling Vendors to the Paymode-X program. Paymode-X Client's will agree to not offer, or implement, a competing Vendor enrollment program which in any way directly or indirectly allows or incents Vendors to pay Paymode-X Clients at a reduced or discounted rate, on either a temporary or permanent basis ("Early Pay Discount"). If Client directly or indirectly provides, allows or enables any Vendors to receive or benefit from an Early Pay Discount, Paymode-X Client hereby agrees to pay Bottomline a fee of 1.50% calculated based on the payments made by Paymode- X Client to Vendors, or, in Bottomline's absolute and sole discretion, to terminate the Agreement immediately upon notice to the Paymode-X Client in accordance with the terms of the Agreement.

Paymode-X Client will, subject to any contractual confidentiality/non-disclosure obligations it has with third parties, use best efforts to support and promote the use of the Paymode-X network by:

- Providing a list of Vendors to which Paymode-X Client makes payments ("Vendor List") and, if applicable, contact information for each of Vendor on the Vendor List;
- Providing information about its payments to its Vendors, including payment volume, payment frequency, and other information reasonably requested to make Network Fee recommendations and prioritize vendors for on-boarding ("Vendor Payment Information");
- Participating in periodic meetings to develop and execute an on- boarding plan that maximizes client vendor funded acceptance;
- Supporting the distribution of mutually agreed upon Paymode-X promotional materials to its vendors; and
- Working in partnership with Paymode-X's Vendor enrollment team to encourage Vendors' Card Network Fee acceptance and directing Vendor inquiries regarding Network Fees back to Paymode-X's Vendor enrollment team.

Subject to applicable fees, Payer agrees to participate as a Vendor and accept payments through Paymode-X.

4) VISA Payables Automation Authorization Controls

Paymode-X Client may choose to use Visa Payables Automation authorization controls as an optional feature powered by Visa Payment Controls ("VPC") and provided through Visa Payables Automation. Please be aware that authorization controls edit rules powered by

VPC can be applied only to card transactions that are processed through VisaNet. In addition, authorization controls performance is dependent on the presence and quality of the direct or derived data in the transaction

message. Authorization controls will not work correctly if the contents of the necessary data fields are missing, inconsistent or inaccurate.

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Evaluation Criteria Response Form

Evaluation Criteria Response Form:

The responding vendor must complete the Evaluation Criteria Response Form (pdf fillable file) with responses corresponding to each numbered item in text format only. Each Evaluation Criteria response should be succinct and include only relevant information which best answers the item. Do not include graphs, charts, resumes, tables, pictures, etc., in the Evaluation Criteria Response Form. Each Evaluation Criteria response allows for a maximum of 2100 characters of text only.

Instructions for uploading: Download document, save as the pdf fillable document (do not save as any other type of document), complete form and upload form as the fillable pdf file. **DO NOT APPLY ANY TYPE OF SECURITY, ALTER OR OTHERWISE MANIPULATE THE DOCUMENT. DO NOT PRINT TO PDF OR SCAN DOCUMENT BEFORE UPLOADING TO BIDSINC.**

Evaluation Criteria Response Form (Supplemental Information):

If the Vendor's evaluation criteria response needs to reference additional Information to supplement their response to an item such as graphs, resumes, tables, org charts, etc., include only the supplemental information as an attachment appropriately labeled as follows: Supplemental Information - Title - Evaluation Criteria Item Number (**ex. Supplemental Information - Resume John Doe – Evaluation Criteria 1b.**) The Supplemental Information should be uploaded to BidSync as separate pdf files (attachments) and not combined with the vendor's completed Evaluation Criteria Response Form.



Check here to indicate that Vendor agrees it has read and will comply with the submission instructions above.

Evaluation Criteria Response Form

RFP/RLI/RFQ Number and Title	GEN2118504P1 - Master Banking Services (Treasury Services)
Vendor Name	TD Bank, N.A.
Vendor Address	5900 North Andrews Ave, 2nd Floor, Fort Lauderdale, FL 33309
Evaluation Criteria	Vendor Response
ABILITY OF PROFESSIONAL PERSONNEL (MAXIMUM POINTS 5) REFER TO QUESTION 1	
1. Describe the qualifications and relevant experience of the Relationship Manager and all key staff that are intended to be assigned to this project. Include resumes for all key staff described. <u>Points Value: 5</u>	Our team is well-versed on how to structure accounts and treasury management services in a way that provides safe and cost-effective solutions for our Government clients. Our bankers are committed to providing on-going support to our clients and their employees as well as periodic relationship reviews to ensure that their services and TD Bank are meeting their expectations.
BANK STRENGTH (MAXIMUM POINTS 6) REFER TO QUESTION 2	

2. Provide your most recent long-term credit rating and outlook for your firm from any TWO of the "Big Three" nationally recognized statistical rating organizations (S&P, Moody's & Fitch). Points will be awarded based upon the following tiers:

<u>Moody's</u>	<u>Standard & Poor's</u>	<u>Fitch</u>	<u>Tiers</u>
Aaa	AAA	AAA	Tier 1 3 Points
Aa1	AA+	AA+	
Aa2	AA	AA	
Aa3	AA-	AA-	
A1	A+	A+	Tier2 2 Points
A2	A	A	
A3	A-	A-	
Baa1	BBB+	BBB+	Tier 3 1 Point
Baa2	BBB	BBB	
Baa3	BBB-	BBB-	

Points Value: 6

FIRM'S APPROACH (MAXIMUM POINTS 40)

REFER TO QUESTIONS 3 - 10

3. Describe your commercial banking services in detail, including confirmation that your firm provides the banking services listed in **Treasury Services Scope of Services**. Provide service descriptions for all services and list any exceptions.

Points Value: 10

4. Describe your implementation plan for the requested services in **Treasury Services Scope of Services** including implementation timetables, testing requirements, file specifications, and integration strategy with the ERP System.

Points Value: 6

TD Bank, N.A.

	Standard & Poor's	Moody's
Subordinated debt	A	N/A
Long term debt	AA-	A2
Long term deposits	AA-	Aa2
Short term debt (deposits)	A-1+	P-1

TD Bank US Holding Company

	Standard & Poor's	Moody's
Long term debt (deposits)	AA-	A2
Short term debt (deposits)	N/A	N/A

The Toronto-Dominion Bank

	Standard & Poor's	Moody's
Long term debt (deposits)	AA-	Aa2
Short term debt (deposits)	A-1+	P-1

Please refer to TD Bank's response to the Scope of Services: Treasury Services section of our compiled response for further information.

Please also refer to our Agreement Exceptions Form provided in Appendix 12 for all operational exceptions.

TD Bank distinguishes itself from its competitors by taking a larger role in the initial framework, development, and launch of the clients transition to the bank. Upon notification of the award decision from the County to implement new services, an Implementation Project Manager (IPM) will be assigned and will work closely with the County's assigned Project Manager to coordinate all aspects of the project. TD Bank meets with key

5. Provide samples of the following reports: i. Most recent/favorable Availability Schedule ii. Screen shot/example of the main page of your online banking platform showing available functions iii. Sample copy of monthly statement & account analysis <u>Points Value: 2</u>	TD Bank maintains a unique availability policy. There are no complicated availability schedules and no special pricing tables. TD Bank agrees to notify the County of any change in funds availability policies. We credit deposits as processed with next day availability. Checks drawn on TD Bank receive immediate availability when deposited at a store location. For all other checks deposited before 8:00 p.m. ET at a store location, the County will receive \$100.00 credit the day of the deposit and the remainder of the
6. Provide a list of services that your firm can provide to prevent fraudulent activity. <u>Points Value: 5</u>	TD Bank is offering the County the following fraud prevent services: • TD Positive Pay • TD ACH Positive Pay • TD ACH Debit Block Please refer to TD Bank's response to the Scope of Services:
7. Provide the number of branches and a list of locations in Broward County. Points are determined as follows: 1 to 19 branches = 1 point 20 to 49 branches = 3 points 50 or more = 5 points <u>Points Value: 5</u>	TD Bank has 25 store locations in Broward County. Please refer to Appendix 7 of our compiled response for TD's Store Proximity for a list of all store locations in Broward County.
8. Describe your proposal for accepting current year Ad Valorem tax payments by individuals on behalf of the County at the teller level at bank branches located within Broward County. Can this information be provided to the County via daily electronic data feed? Describe additional services your firm can partner with Broward County to provide. <u>Points Value: 7</u>	TD Bank will work with the County to determine a workable solution for the County. We will be able to work with you to accommodate the outlined requirements to partner with the County as needed.
9. Provide a list of new services or features the provider is planing to offer along with the time frame for availability. <u>Points Value: 3</u>	Please refer to the Additional Services section of our compiled response for further information.
10. Provide employee perk program details. <u>Points Value: 2</u>	Please refer to TD Bank's response to the Scope of Services: Treasury Services section of our compiled response for further information.
PAST PERFORMANCE (MAXIMUM POINTS 10) REFER TO QUESTION 11	

11. List public entities of a similar size to Broward County that you have done business with over the last five (5) years, that currently are utilizing PeopleSoft as its Enterprise Resource Planning (ERP) platform, and describe your experience providing cash management services to them. Vendor should provide three (3) references for similar work performed to show evidence of qualifications and previous experience. Refer to Vendor Reference Verification Form and submit as instructed. Only provide references for non-Broward County Board of County Commissioners contracts. For Broward County contracts, the County will review performance evaluations in its database for vendors with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of Vendor's past performance. Points Value: 10	Please refer to the completed Vendor Reference Verification Forms as requested by the County.
SOCIAL RESPONSIBILITY (MAXIMUM POINTS 9) REFER TO QUESTIONS 12 - 13	
12. Provide details of your firm's commitments to the local Broward County Community over the past five years. Include in your response volunteering in the community, community reinvestment, and social and/or economic involvement. Provide an overview of your financial institution's annual CRA goals for Broward County and statistics related to small business loans, home mortgages, home improvement loans, and community loans for low and moderate income communities within Broward County. Points Value: 4	TD Bank has 2,157.50 volunteer hours in Broward County since 2014. In addition, our community reinvestment, social, and economic involvement since 2014 includes: • 144 grants totaling approximately \$885,000 in charitable donations to Broward County based organizations • Approximately \$506,000 sponsorship dollars provided to Broward County based organizations TD Bank is strongly committed to working directly and through partners in the Community and local government to respond to the banking needs of all our market constituents, including low- and moderate-income individuals and neighborhoods. Our performance is evidenced by our recent Outstanding CRA
13. Provide your firm's overall CRA Rating. Points will be assigned as follows: Outstanding = 5 points Satisfactory = 3 points Needs to Improve = 1 point Substantial Noncompliance = 0 points Points Value: 5	TD Bank currently maintains an "Outstanding" CRA Rating.
OTHER COST FACTORS (MAXIMUM POINTS 5) REFER TO QUESTION 14	

14. Provide proposed Earnings Credit Rate (ECR) and interest earnings rate. Discuss how these rates would be applied. Points Value: 5	TD Bank is offering the Broward County Board of County Commissioners our Municipal Advantage Plus Checking Account model. This solution allows interest to be applied to all accounts for balances kept in-excess of the balances required to offset service charges. ~~The County will earn a competitive Earnings Credit Rate of~~
LOCATION (MAXIMUM POINTS 5) REFER TO QUESTION 15	
15. Refer to Vendor's Business Location Attestation Form and submit as instructed. A Vendor with a principal place of business location (also known as the nerve center) within Broward County for the last six months, prior to the solicitation submittal, will receive five (5) points; a Vendor not meeting all of the local business requirements will receive zero (0) points. The following applies for a Vendor responding as a Joint Venture (JV): if a member of the JV has 51% or more of the equity and meets all of the local business requirements, the JV will receive three (3) points; if a member of the JV has 30 to 50% of the equity and meets all of the local business requirements, the JV will receive two (2) points; and if a member of the JV has 10% to 29% of the equity and meets all of the local business requirements, the JV will receive one (1) point. Points Value: 5	Please refer to TD Bank's response to Location Attestation Form as requested by the County.
PRICING (MAXIMUM POINTS 20) REFER TO QUESTION 16	
16. Submit your pricing in the Item Response Form in BidSync.* *Total points awarded for price will be determined by applying the following formula: $(\text{Lowest Proposed Price} / \text{Proposer's Price}) \times \text{Points for Price} = \text{Price Score}$ <i>Prices may be negotiated in the best interest of the County after the scoring is completed.</i> Points Value: 20	Please submit price information into BidSync.
TOTAL MAXIMUM POINTS 100	

Vendor Questionnaire Form

The completed Vendor Questionnaire Form and supporting information (if applicable) should be returned with Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

If a response requires additional supporting information, the Vendor should provide a written detailed response as indicated on the form. The completed questionnaire and responses will become part of the procurement record. It is imperative that the person completing the Vendor Questionnaire Form be knowledgeable about the proposing Vendor's business profile and operations.

Solicitation Number :		GEN2118504P1
Title :		Master Banking Services (Treasury Services)
1. Legal business name:		TD Bank, N.A.
2. Doing Business As/ Fictitious Name (if applicable):		Not Applicable
3. Federal Employer I.D. no. (FEIN):		01-0137770
4. Dun and Bradstreet No.:		00-694-9424
5. Website address (if applicable):		www.tdbank.com
6. Principal place of business address:	Address Line 1	5900 North Andrews Ave
	Address Line 2	2nd Floor
	City	Fort Lauderdale
	State	FL
	Zip Code	33309
	Country	United States of America
7. Office location responsible for this project:		5900 North Andrews Ave, 2nd Floor Fort Lauderdale, FL 33309
8. Telephone no.:		(954) 233-2064
9. Fax no.:		(954) 233-2037
10. Type of business:	Type of Business (Select from the dropdown list)	

	If Corporation, Specify the State of Incorporation	Delaware
	If General Partnership, Specify the State and County filed in	
	If Other, Specify the detail	
11. List Florida Department of State, Division of Corporations document number (or registration number if fictitious name):		Q08000000062
12. List name and title of each principal, owner, officer, and major shareholder:	a)	Not Applicable
	b)	Not Applicable
	c)	Not Applicable
	d)	Not Applicable
13. AUTHORIZED CONTACT(S) FOR YOUR FIRM:	Contact Name 1	Pamela Ramkalawan
	Title	Vice President, Government Banking Relationship Manag
	E-Mail	Pamela.Ramkalawan@td.com
	Telephone No.	(954) 233-2064
	Fax No.	(954) 233-2037
	Contact Name 2	Andrea Tyrell-Grant
	Title	Vice President, Treasury Management Sales Officer
	E-Mail	Andrea.Tyrell-Grant@td.com
	Telephone No.	(305) 968-1918
	Fax No.	(954) 233-2037
14. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.	Click response	☐ Yes ☒ No
	If Yes, provide detailed response	

15. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted.	Click response	☐ Yes ☒ No
	If Yes, provide detailed response	
16. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.	Click response	☐ Yes ☒ No
	If Yes, provide detailed response	
17. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response.	Click response	☐ Yes ☒ No
	If Yes, provide detailed response	
18. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response.	Click response	☐ Yes ☒ No
	If Yes, provide detailed response	
19. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached written response, including contact information for owner and surety.	Click response	☐ Yes ☒ No
	If Yes, provide detailed response	

20. Has your firm ever failed to complete any work awarded to you, services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.	Click response	☐ Yes ☒ No
	If Yes, provide detailed response	
21. Has your firm ever been terminated from a contract within the last three years? If yes, specify details in an attached written response.	Click response	☐ Yes ☒ No
	If Yes, provide detailed response	
22. Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract. Living Wage had an effect on the pricing. If yes, Living Wage increased the pricing by _____% or decreased the pricing by _____%.	Click response	☐ Yes ☐ No ☒ N/A
	If Yes, provide detailed response	

Evaluation Criteria Response Form

Evaluation Criteria Response Form:

The responding vendor must complete the Evaluation Criteria Response Form (pdf fillable file) with responses corresponding to each numbered item in text format only. Each Evaluation Criteria response should be succinct and include only relevant information which best answers the item. Do not include graphs, charts, resumes, tables, pictures, etc., in the Evaluation Criteria Response Form. Each Evaluation Criteria response allows for a maximum of 2100 characters of text only.

Instructions for uploading: Download document, save as the pdf fillable document (do not save as any other type of document), complete form and upload form as the fillable pdf file. **DO NOT APPLY ANY TYPE OF SECURITY, ALTER OR OTHERWISE MANIPULATE THE DOCUMENT. DO NOT PRINT TO PDF OR SCAN DOCUMENT BEFORE UPLOADING TO BIDSYNC.**

Evaluation Criteria Response Form (Supplemental Information):

If the Vendor's evaluation criteria response needs to reference additional Information to supplement their response to an item such as graphs, resumes, tables, org charts, etc., include only the supplemental information as an attachment appropriately labeled as follows: Supplemental Information - Title - Evaluation Criteria Item Number (**ex. Supplemental Information - Resume John Doe – Evaluation Criteria 1b.**) The Supplemental Information should be uploaded to BidSync as separate pdf files (attachments) and not combined with the vendor's completed Evaluation Criteria Response Form.



Check here to indicate that Vendor agrees it has read and will comply with the submission instructions above.

Evaluation Criteria Response Form

RFP/RLI/RFQ Number and Title	GEN2118504P1 - Master Banking Services (Third-Party Custodian/Safekeeping Services)
Vendor Name	TD Bank, N.A.
Vendor Address	2059 Springdale Road, Cherry Hill, NJ 08003
Evaluation Criteria	Vendor Response
INSTITUTIONAL STRENGTH, STABILITY AND SECURITY (MAXIMUM POINTS 15) REFER TO QUESTIONS 1 - 3	
1. List your depository memberships (e.g. Depository Trust Corp, Federal Reserve Board, etc). <u>Points Value: 5</u>	TD works directly with the Federal Reserve Bank of Boston for all Fed eligible securities. TD is an indirect member of the Depository Trust Company and the Book Entry System of the Federal Reserve. Through contractual agreement with BNY Mellon we collect all income on ~~assets and settle equity and bond trades for global and~~
2. List all insurance coverage relevant to the custody and safekeeping of securities, including Errors & Omissions; indicate type and amount. <u>Points Value: 5</u>	Please refer to Appendix 4 for our Insurance Coverage Certificates.
3. Briefly describe the procedures and controls used to ensure that physical securities are properly registered, transferred and in general, held, delivered and/or received in good deliverable form. <u>Points Value: 5</u>	Physical securities that are registered in the client's name are held in safekeeping in our vault located in Cherry Hill, New Jersey.
PROCESSING AND HANDLING OF SECURITIES (MAXIMUM POINTS 25) REFER QUESTIONS 4 - 10	
4. Describe your system for the registration and custody of assets. <u>Points Value: 5</u>	TD Wealth has an agreement with BNY Mellon for custody services which includes the collection of all income on assets, settlement of equity and bond trades for Global and domestic trades. This is our link to DTC and PTC. We work directly with the Federal Reserve Bank of Boston for all Fed eligible trades. All book entry eligible securities are held in our nominee name of ~~Stratvest & Co~~

5. Are there any restrictions on the types of securities that may be held for safekeeping? If so, what are they? Points Value: 3	TD Wealth cannot accommodate non-exchange traded assets. Information pertaining to these securities must be provided by a third party in order for TD Bank, N.A., to shadow post.
6. Does the bank hold securities in the name of the client? Points Value: 5	TD Wealth agrees to hold securities in the name of the Bank's nominee and to use a clearing corporation and a custodian for Account assets. The client retains legal ownership of the assets of the Account, with the privileges and responsibilities of ownership, except as to responsibilities specifically delegated to the Bank.
7. Briefly describe the process for receipt of trade instructions, including same-day (cash) trades Points Value: 2	TD Wealth accepts executed daily trade instructions via fax or email. TD Bank will provide daily confirmation for purchases, maturities, and sales. Confirmations include but are not limited to transaction detail, par value, purchase price, and security description with the CUSIP number.
8. Describe the notification process for failed trades. Points Value: 3	Broward County will be assigned an Advisor and a Client Service Associate to handle daily transactions. Any trade discrepancies or settlement issues will be identified and addressed by this team. Should the issue be more complex, it would be raised to senior management for review. Communication between the County and its dedicated team would be continuous throughout.
9. How are price or trade discrepancies identified and communicated? Points Value: 2	TD Wealth is on contractual settlement. Fail trades will settle but are usually rectified within one business day. If the County or a third-party manager need to be notified, the Operations settlement team will report the fail to them and request help to fix the reason for the fail. All trade settlements can be monitored by the County via TD Online.
10. Do you mark the portfolio to market? If so, how frequently is it done and describe the method used. Points Value: 5	Yes. Exchange traded securities are priced by Interactive Data. Prices are available as of each month-end on the first business day of each month. In addition many security classes are priced daily by the same service.
PAST PERFORMANCE (MAXIMUM POINTS 10) REFER TO QUESTIONS 11 - 12	
11. Have any securities been misplaced or lost during the last three years? If so, describe the circumstances and what was done to correct the problem. Points Value: 5	No; TD has not lost or misplaced any securities during the last three years. In the event physical securities in our possession are lost or damaged, TD Wealth would work to obtain replacement certificates.

12. List public entities of a similar size to Broward County that you have done business with, over the last five (5) years, that currently are utilizing PeopleSoft as its Enterprise Resource Planning (ERP) platform, and describe your experience providing safekeeping services to them. Vendor should provide three (3) references for similar work performed to show evidence of qualifications and previous experience. Refer to Vendor Reference Verification Form and submit as instructed. Only provide references for non-Broward County Board of County Commissioners contracts. For Broward County contracts, the County will review performance evaluations in its database for vendors with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of Vendor's past performance. <u>Points Value: 5</u>	Please refer to the completed Vendor Reference Verification Forms as requested by the County.
REPORTING AND ACCESS TOOLS (MAXIMUM POINTS 15) REFER TO QUESTIONS 13 - 15	
13. Do you provide online account access to statements and reports for custody accounts? <u>Points Value: 5</u>	Yes, TD Wealth Online offers real time access to the County's account information. Statements and reports can be extracted in excel format.
14. Describe your securities position reporting, including frequency, detail provided, etc. <u>Points Value: 5</u>	Available on a 24/7 basis, the system offers options for viewing transaction activity and account holdings, including template reports and analysis. Capabilities of TD Online include, but are not limited to: • Quick summary view of the overall balance and portfolio composition
15. Describe how the monthly statements are provided. Is the information available as a file transmission to the County's ERP system (PeopleSoft)? Please describe the formats available. <u>Points Value: 5</u>	Our system is compatible with numerous portfolio accounting systems. If selected, we will work with the County to accommodate this request.
TRANSITION PLANNING (MAXIMUM POINTS 10) REFER TO QUESTIONS 16	

16. Describe the planned and prescribed transition plan and processes. Describe the steps, requirements, and expected completion time required. Points Value: 10	The County will be assigned a dedicated client service team that
LOCATION (MAXIMUM POINTS 5) REFER TO QUESTION 17	
17. Refer to Vendor's Business Location Attestation Form and submit as instructed. A Vendor with a principal place of business location (also known as the nerve center) within Broward County for the last six months, prior to the solicitation submittal, will receive five (5) points; a Vendor not meeting all of the local business requirements will receive zero (0) points. The following applies for a Vendor responding as a Joint Venture (JV): if a member of the JV has 51% or more of the equity and meets all of the local business requirements, the JV will receive three (3) points; if a member of the JV has 30 to 50% of the equity and meets all of the local business requirements, the JV will receive two (2) points; and if a member of the JV has 10% to 29% of the equity and meets all of the local business requirements, the JV will receive one (1) point. Points Value: 5	Please refer to TD Bank's response to Location Attestation Form as requested by the County.
PRICING (MAXIMUM POINTS 20) REFER TO QUESTION 18	
18. Submit your pricing in the Item Response Form in BidSync.* *Total points awarded for price will be determined by applying the following formula: $(\text{Lowest Proposed Price} / \text{Proposer's Price}) \times \text{Points for Price} = \text{Price Score}$ <i>Prices may be negotiated in the best interest of the County after the scoring is completed.</i>	Please submit price information into BidSync.
TOTAL MAXIMUM POINTS 100	

Vendor Questionnaire Form

The completed Vendor Questionnaire Form and supporting information (if applicable) should be returned with Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

If a response requires additional supporting information, the Vendor should provide a written detailed response as indicated on the form. The completed questionnaire and responses will become part of the procurement record. It is imperative that the person completing the Vendor Questionnaire Form be knowledgeable about the proposing Vendor's business profile and operations.

Solicitation Number :		GEN2118504P1
Title :		Master Banking Services (Third-Party Custodian/Safekeeping Services)
1. Legal business name:		TD Bank, N.A.
2. Doing Business As/ Fictitious Name (if applicable):		Not Applicable
3. Federal Employer I.D. no. (FEIN):		01-37770
4. Dun and Bradstreet No.:		00-694-9424
5. Website address (if applicable):		www.td.com
6. Principal place of business address:	Address Line 1	5900 North Andrews Avenue
	Address Line 2	2nd Floor
	City	Fort Lauderdale
	State	FL
	Zip Code	33309
	Country	United States of America
7. Office location responsible for this project:		2059 Springdale Road, Cherry Hill, NJ 08003
8. Telephone no.:		(856) 685-5103
9. Fax no.:		(856) 685-5267
10. Type of business:	Type of Business (Select from the dropdown list)	

	If Corporation, Specify the State of Incorporation	Delaware
	If General Partnership, Specify the State and County filed in	
	If Other, Specify the detail	
11. List Florida Department of State, Division of Corporations document number (or registration number if fictitious name):		Q08000000062
12. List name and title of each principal, owner, officer, and major shareholder:	a)	Not Applicable
	b)	Not Applicable
	c)	Not Applicable
	d)	Not Applicable
13. AUTHORIZED CONTACT(S) FOR YOUR FIRM:	Contact Name 1	Suzanne Moran
	Title	Vice President, Institutional Relationship Manager
	E-Mail	Suzanne.moran@td.com
	Telephone No.	(202) 871-3019
	Fax No.	(856) 685-5267
	Contact Name 2	Arlene Murphy
	Title	Vice President, Regional Institutional Trust Advisor
	E-Mail	Arlene.murphy@td.com
	Telephone No.	(856) 685-5103
	Fax No.	(856) 685-5267
14. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.	Click response	☐ Yes ☒ No
	If Yes, provide detailed response	

15. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted.	Click response	☐ Yes ☒ No
	If Yes, provide detailed response	
16. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.	Click response	☐ Yes ☒ No
	If Yes, provide detailed response	
17. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response.	Click response	☐ Yes ☒ No
	If Yes, provide detailed response	
18. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response.	Click response	☐ Yes ☒ No
	If Yes, provide detailed response	
19. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached written response, including contact information for owner and surety.	Click response	☐ Yes ☒ No
	If Yes, provide detailed response	

20. Has your firm ever failed to complete any work awarded to you, services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.	Click response	☐ Yes ☒ No
	If Yes, provide detailed response	
21. Has your firm ever been terminated from a contract within the last three years? If yes, specify details in an attached written response.	Click response	☐ Yes ☒ No
	If Yes, provide detailed response	
22. Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract. Living Wage had an effect on the pricing. If yes, Living Wage increased the pricing by _____% or decreased the pricing by _____%.	Click response	☐ Yes ☐ No ☒ N/A
	If Yes, provide detailed response	

Evaluation Criteria Response Form

Evaluation Criteria Response Form:

The responding vendor must complete the Evaluation Criteria Response Form (pdf fillable file) with responses corresponding to each numbered item in text format only. Each Evaluation Criteria response should be succinct and include only relevant information which best answers the item. Do not include graphs, charts, resumes, tables, pictures, etc., in the Evaluation Criteria Response Form. Each Evaluation Criteria response allows for a maximum of 2100 characters of text only.

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Evaluation Criteria Response Form (Supplemental Information):

If the Vendor's evaluation criteria response needs to reference additional Information to supplement their response to an item such as graphs, resumes, tables, org charts, etc., include only the supplemental information as an attachment appropriately labeled as follows: Supplemental Information - Title - Evaluation Criteria Item Number (**ex. Supplemental Information - Resume John Doe – Evaluation Criteria 1b.**) The Supplemental Information should be uploaded to BidSync as separate pdf files (attachments) and not combined with the vendor's completed Evaluation Criteria Response Form.



Check here to indicate that Vendor agrees it has read and will comply with the submission instructions above.

Evaluation Criteria Response Form

RFP/RLI/RFQ Number and Title	GEN2118504P1 - Master Banking Services (Lockbox Services)
Vendor Name	TD Bank, N.A.
Vendor Address	5900 North Andrews Ave, 2nd Floor, Fort Lauderdale, FL 33309
Evaluation Criteria	Vendor Response
ABILITY OF PROFESSIONAL PERSONNEL (MAXIMUM POINTS 5) REFER TO QUESTION 1	
1. Describe the qualifications and relevant experience of the Lockbox Provider and all key staff that are intended to be assigned to this project. Include resumes for all key staff described. <u>Points Value: 5</u>	TD Bank has been providing Lockbox services for over 20 years. TD Bank's quality levels consistently exceed industry standards and are supported by a dedicated team of service professionals that are long-standing TD Bank employees. We are one of the few major financial institutions that have not outsourced this critical function to third-party vendors.
FIRM'S APPROACH (MAXIMUM POINTS 50) REFER QUESTIONS 2 - 9	
2. Describe your lockbox services in detail, including confirmation that your firm can provide the services listed in Scope of Services Lockbox Payment Services. Provide descriptions for all services including each lockbox type (i.e., wholetail and retail) and list any exceptions taken to the Scope of Services. <u>Points Value: 10</u>	Please refer to TD Bank's response to the Scope of Services: Lockbox Services section of our compiled response for further information. TD Lockbox services does not access external systems for real-time lookup processing. However, a lookup file provided by the County can be used to locate the payment information required to process the payment. Please also refer to Redlined Standard Agreement provided in
3. Describe your implementation plan for all of the requested services, including each lockbox type (i.e. wholetail and retail) in the Scope of Services Lockbox Payment Services including implementation timetables, testing requirements, file specifications, and integration strategy with agency collection systems. Include any availability and details for integration with available real time lookup (RTL) connectivity to backoffice collection systems. <u>Points Value: 10</u>	TD Bank distinguishes itself from its competitors by taking a larger role in the initial framework, development, and launch of the clients transition to the bank. Upon notification of the award decision from the County to implement new services, an Implementation Project Manager (IPM) will be assigned and will work closely with the County's assigned Project Manager to coordinate all aspects of the project. TD Bank meets with key stakeholders at the County to determine the most efficient schedule for the program to be implemented.

4. Provide samples of the following: i. Examples of document images, coupons, checks and other scanned documents ii. Screen shot/example of online decisioning system and other online lockbox tools used iii. Sample copy of any reports available <u>Points Value: 5</u>	Please refer to Appendix 8 of our compiled response for samples of our available images, reports, and screenshots of our lockbox services.
5. Provide sample workflow diagrams and descriptions for each lockbox type provided (i.e. wholesetail, retail). <u>Points Value: 5</u>	Please refer to Appendix 8 of our compiled response for a workflow diagram of the lockbox services requested by the County.
6. Provide a detailed listing of equipment used in your facilities, including equipment make/model/age and the capacities of each. <u>Points Value: 5</u>	TD Bank utilizes the following equipment at its lockbox processing facilities: • Opex Mail Matrix – automated mail sorter – 4 years • Ibml Image Trac VI – primary production document capture device – 4 years • NCR ITRAN – High Speed Retail Payment Capture Device
7. Describe your approach to providing a local (Broward County) remittance address for payment acceptance. Include the workflow of the remittance process and any float times in the payment process. <u>Points Value: 5</u>	The County's lockbox services will be processed out of Mount Laurel, NJ processing center. This is part of TD Bank: TD Bank does not utilize third party providers for its lockbox processing. The County will be assigned a unique lockbox number for the United States Post Office located in Philadelphia, PA.
8. Describe your proposal for accepting current year Ad Valorem tax payments (wholesetail service), as well as your proposal for accepting utility service payments (retail service). <u>Points Value: 5</u>	The TD Bank lockbox solution offers retail, wholesale and wholesetail services to our clients. Dedicated PO Boxes will be assigned to the county for both the utility service and Ad Valorem tax payments. The utility service payments received into the PO Box will be directed to a team of retail lockbox processors and will follow
9. Provide information on system and operational backup and disaster recovery plans as well as the Recovery Time Objective (RTO) for your operations <u>Points Value: 5</u>	Business Continuity is an important consideration for anyone that uses or possesses confidential or proprietary information. TD Bank has a statutory, regulatory, and ethical obligation to comply with and protect the safety, confidentiality, integrity, and accessibility of its data. As required under Section 404 of the Sarbanes-Oxley Act, results of our third party auditor reviews are publicly available as part of the financial disclosure
PAST PERFORMANCE (MAXIMUM POINTS 20) REFER TO QUESTIONS 10 - 11	

10. List and describe experience in providing lockbox services to public entities of similar size to Broward County that you have done business with over the last five (5) years which are currently utilizing wholetail and retail lockbox services. Describe the backoffice billing, collection and/or financial systems used and integrated with in these implementations. Vendor should provide three (3) references for similar work performed to show evidence of qualifications and previous experience. Refer to Vendor Reference Verification Form and submit as instructed. Only provide references for non-Broward County Board of County Commissioners contracts. For Broward County contracts, the County will review performance evaluations in its database for vendors with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of Vendor's past performance. <u>Points Value: 5</u>	Please refer to the completed Vendor Reference Verification Forms as requested by the County.
11. Lockbox Processing Facility Location: List the address(es) of and describe the location(s) and capabilities of your Lockbox Processing Facilities. A Vendor with a Lockbox Processing Facility in Broward County will receive ten (10) points A Vendor who does not have a Lockbox Processing Facility in Broward County, but has a facility within the Tri-County (Miami-Dade or Palm Beach) area will receive eight (8) points A Vendor who does not have a Lockbox Processing Facility in Broward County or the Tri-County (Miami-Dade or Palm Beach) area, but has a facility within the State of Florida will receive five (5) points A Vendor who does not have a Lockbox Processing Facility in Broward County, the Tri-County (Miami-Dade or Palm Beach) or within the State of Florida area will receive zero (0) points <u>Points Value: 15</u>	The County's lockbox services will be processed out of Mount Laurel, NJ processing center. This is part of TD Bank: TD Bank does not utilize third party providers for its lockbox processing. The County will be assigned a unique lockbox number for the United States Post Office located in Philadelphia, PA.
LOCATION (MAXIMUM POINTS 5) REFER TO QUESTION 12	

12. Refer to Vendor's Business Location Attestation Form and submit as instructed. A Vendor with a principal place of business location (also known as the nerve center) within Broward County for the last six months, prior to the solicitation submittal, will receive five (5) points; a Vendor not meeting all of the local business requirements will receive zero (0) points. The following applies for a Vendor responding as a Joint Venture (JV): if a member of the JV has 51% or more of the equity and meets all of the local business requirements, the JV will receive three (3) points; if a member of the JV has 30 to 50% of the equity and meets all of the local business requirements, the JV will receive two (2) points; and if a member of the JV has 10% to 29% of the equity and meets all of the local business requirements, the JV will receive one (1) point. <u>Points Value: 5</u>	Please refer to TD Bank's response to Location Attestation Form as requested by the County.
PRICING (MAXIMUM POINTS 20) REFER TO QUESTION 13	
13. Submit your pricing in the Item Response Form in BidSync.* *Total points awarded for price will be determined by applying the following formula: $(\text{Lowest Proposed Price} / \text{Proposer's Price}) \times \text{Points for Price} = \text{Price Score}$ <i>Prices may be negotiated in the best interest of the County after the scoring is completed.</i> <u>Points Value: 20</u>	Please submit price information into BidSync.
TOTAL MAXIMUM POINTS 100	

Vendor Questionnaire Form

The completed Vendor Questionnaire Form and supporting information (if applicable) should be returned with Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

If a response requires additional supporting information, the Vendor should provide a written detailed response as indicated on the form. The completed questionnaire and responses will become part of the procurement record. It is imperative that the person completing the Vendor Questionnaire Form be knowledgeable about the proposing Vendor's business profile and operations.

Solicitation Number :		GEN2118504P1
Title :		Master Banking Services (Lockbox Services)
1. Legal business name:		TD Bank, N.A.
2. Doing Business As/ Fictitious Name (if applicable):		Not Applicable
3. Federal Employer I.D. no. (FEIN):		01-0137770
4. Dun and Bradstreet No.:		00-694-9424
5. Website address (if applicable):		www.tdbank.com
6. Principal place of business address:	Address Line 1	5900 North Andrews Ave
	Address Line 2	2nd Floor
	City	Fort Lauderdale
	State	FL
	Zip Code	33309
	Country	United States of America
7. Office location responsible for this project:		5900 North Andrews Ave, 2nd Floor Fort Lauderdale, FL 33309
8. Telephone no.:		(954) 233-2064
9. Fax no.:		(954) 233-2037
10. Type of business:	Type of Business (Select from the dropdown list)	

	If Corporation, Specify the State of Incorporation	Delaware
	If General Partnership, Specify the State and County filed in	
	If Other, Specify the detail	
11. List Florida Department of State, Division of Corporations document number (or registration number if fictitious name):		Q08000000062
12. List name and title of each principal, owner, officer, and major shareholder:	a)	Not Applicable
	b)	Not Applicable
	c)	Not Applicable
	d)	Not Applicable
13. AUTHORIZED CONTACT(S) FOR YOUR FIRM:	Contact Name 1	Pamela Ramkalawan
	Title	Vice President, Government Banking Relationship Manag
	E-Mail	Pamela.Ramkalawan@td.com
	Telephone No.	(954) 233-2064
	Fax No.	(954) 233-2037
	Contact Name 2	Andrea Tyrell-Grant
	Title	Vice President, Treasury Management Sales Officer
	E-Mail	Andrea.Tyrell-Grant@td.com
	Telephone No.	(305) 968-1918
	Fax No.	(954) 233-2037
14. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.	Click response	☐ Yes ☒ No
	If Yes, provide detailed response	

15. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted.	Click response	☐ Yes ☒ No
	If Yes, provide detailed response	
16. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.	Click response	☐ Yes ☒ No
	If Yes, provide detailed response	
17. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response.	Click response	☐ Yes ☒ No
	If Yes, provide detailed response	
18. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response.	Click response	☐ Yes ☒ No
	If Yes, provide detailed response	
19. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached written response, including contact information for owner and surety.	Click response	☐ Yes ☒ No
	If Yes, provide detailed response	

20. Has your firm ever failed to complete any work awarded to you, services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.	Click response	☐ Yes ☒ No
	If Yes, provide detailed response	
21. Has your firm ever been terminated from a contract within the last three years? If yes, specify details in an attached written response.	Click response	☐ Yes ☒ No
	If Yes, provide detailed response	
22. Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract. Living Wage had an effect on the pricing. If yes, Living Wage increased the pricing by _____% or decreased the pricing by _____%.	Click response	☐ Yes ☐ No ☒ N/A
	If Yes, provide detailed response	

TD Bank

Item: **TREASURY SERVICES:TREASURY SERVICES:GENERAL ACCOUNT SERVICES**

Attachments

Vendor Reference Verification · Lockbox Services 2.pdf

Vendor Reference Verification · Lockbox Services 1.pdf

Vendor Reference Verification · Lockbox Services 3.pdf

Vendor Reference Verification · Treasury Services 1.pdf

Vendor Reference Verification · Treasury Services 2.pdf

Vendor Reference Verification · Treasury Services 3.pdf

Vendor Reference Verification · Purchasing Card Services 1.pdf

Vendor Reference Verification · Purchasing Card Services 2.pdf

Vendor Reference Verification · Purchasing Card Services 3.pdf

Vendor Reference Verification · Safekeeping Services 1.pdf

Vendor Reference Verification · Safekeeping Services 2.pdf

Vendor Reference Verification · Safekeeping Services 3.pdf

Vendor Reference Verification Form

Vendor is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Vendor should provide the **Vendor Reference Verification Form** to its reference organization/firm to complete and return to the Vendor's attention. Vendor should submit the completed Vendor Reference Form with its response by the solicitation's deadline. The County will verify references provided as part of the review process. Provide a minimum of three (3) non-Broward County Board of County Commissioners' references.



Vendor Reference Verification Form

Broward County Solicitation No. and Title:

GEN2118504P1, Master Banking Services (Lockbox Services)

Reference for: [Lockbox Services](#)

Organization/Firm Name providing reference:

[City of Pembroke Pines](#)

Contact Name: [Annie Khan](#)

Title: Finance Department Reference date:

Contact Email: akhan@ppines.org

Contact Phone: [9544501067](tel:9544501067) EXT 51073

Name of Referenced Project:

Contract No.

Date Services Provided:

Project Amount:

to

Vendor's role in Project: ☐ Prime Vendor ☐ Subconsultant/Subcontractor

Would you use this vendor again? ☐ Yes ☐ No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

Please rate your experience with the referenced Vendor:

Needs
Improvement

Satisfactory

Excellent

Not
Applicable

1. Vendor's Quality of Service

a. Responsive

b. Accuracy

c. Deliverables

2. Vendor's Organization:

a. Staff expertise

b. Professionalism

c. Turnover

3. Timeliness of:

a. Project

b. Deliverables

4. Project completed within budget

5. Cooperation with:

a. Your Firm

b. Subcontractor(s)/Subconsultant(s)

c. Regulatory Agency(ies)

Additional Comments: (provide on additional sheet if needed)

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Verified via: ☐ EMAIL ☐ VERBAL Verified by: _____ Division: _____ Date: _____

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Vendor Reference Verification Form

Broward County Solicitation No. and Title:

GEN2118504P1, Master Banking Services (Lockbox Services)

Reference for: [Lockbox Services](#)

Organization/Firm Name providing reference:

[City of Tamarac](#)

Contact Name: [Christine A. Josephs Caj](#) Title: Asst. Director of Fin Reference date:

Contact Email: christine.cajuste@tamarac.org

Contact Phone: [9545973553](tel:9545973553)

Name of Referenced Project:

Contract No.

Date Services Provided:

Project Amount:

to

Vendor's role in Project: ☐ Prime Vendor ☐ Subconsultant/Subcontractor

Would you use this vendor again? ☐ Yes ☐ No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

Please rate your experience with the referenced Vendor:

Needs
Improvement

Satisfactory

Excellent

Not
Applicable

1. Vendor's Quality of Service

a. Responsive

b. Accuracy

c. Deliverables

2. Vendor's Organization:

a. Staff expertise

b. Professionalism

c. Turnover

3. Timeliness of:

a. Project

b. Deliverables

4. Project completed within budget

5. Cooperation with:

a. Your Firm

b. Subcontractor(s)/Subconsultant(s)

c. Regulatory Agency(ies)

Additional Comments: (provide on additional sheet if needed)

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Vendor Reference Verification Form

Broward County Solicitation No. and Title:

GEN2118504P1, Master Banking Services (Lockbox Services)

Reference for: [Lockbox Services](#)

Organization/Firm Name providing reference:

[Anderson County](#)

Contact Name: [Mandy Dockins](#)

Title: Deputy County Treasurer

Contact Email: mdockins@andersoncountysc.org

Contact Phone: [8642604835](tel:8642604835)

Name of Referenced Project:

Contract No.

Date Services Provided:

Project Amount:

to

Vendor's role in Project: ☐ Prime Vendor ☐ Subconsultant/Subcontractor

Would you use this vendor again? ☐ Yes ☐ No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

Please rate your experience with the referenced Vendor:

Needs Improvement

Satisfactory

Excellent

Not Applicable

1. Vendor's Quality of Service

a. Responsive

b. Accuracy

c. Deliverables

2. Vendor's Organization:

a. Staff expertise

b. Professionalism

c. Turnover

3. Timeliness of:

a. Project

b. Deliverables

4. Project completed within budget

5. Cooperation with:

a. Your Firm

b. Subcontractor(s)/Subconsultant(s)

c. Regulatory Agency(ies)

Additional Comments: (provide on additional sheet if needed)

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Vendor Reference Verification Form

Broward County Solicitation No. and Title:

GEN2118504P1, Master Banking Services (Treasury Services)

Reference for: [Treasury Services](#)

Organization/Firm Name providing reference:

[City of Tamarac](#)

Contact Name: [Christine A Josephs Cajuste](#) Title: Asst Director of Finance Reference date:

Contact Email: christine.cajuste@tamarac.org

Contact Phone: [9545973553](tel:9545973553)

Name of Referenced Project:

Contract No. _____ Date Services Provided: _____ Project Amount: _____
to _____

Vendor's role in Project: ☐ Prime Vendor ☐ Subconsultant/Subcontractor

Would you use this vendor again? ☐ Yes ☐ No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

Please rate your experience with the referenced Vendor:

	Needs Improvement	Satisfactory	Excellent	Not Applicable
1. Vendor's Quality of Service				
a. Responsive	☐	☐	☐	☐
b. Accuracy	☐	☐	☐	☐
c. Deliverables	☐	☐	☐	☐
2. Vendor's Organization:				
a. Staff expertise	☐	☐	☐	☐
b. Professionalism	☐	☐	☐	☐
c. Turnover	☐	☐	☐	☐
3. Timeliness of:				
a. Project	☐	☐	☐	☐
b. Deliverables	☐	☐	☐	☐
4. Project completed within budget	☐	☐	☐	☐
5. Cooperation with:				
a. Your Firm	☐	☐	☐	☐
b. Subcontractor(s)/Subconsultant(s)	☐	☐	☐	☐
c. Regulatory Agency(ies)	☐	☐	☐	☐

Additional Comments: (provide on additional sheet if needed)

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Vendor Reference Verification Form

Broward County Solicitation No. and Title:

GEN2118504P1, Master Banking Services (Treasury Services)

Reference for: [Treasury Services](#)

Organization/Firm Name providing reference:

[Miami Dade Clerk of Courts](#)

Contact Name: [Margaret Enciso](#)

Title: Finance Director

Reference date:

Contact Email: mxe@miamidade.gov

Contact Phone: [7864692408](tel:7864692408)

Name of Referenced Project:

Contract No.

Date Services Provided:

Project Amount:

to

Vendor's role in Project: ☐ Prime Vendor ☐ Subconsultant/Subcontractor

Would you use this vendor again? ☐ Yes ☐ No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

Please rate your experience with the referenced Vendor:

Needs
Improvement

Satisfactory

Excellent

Not
Applicable

1. Vendor's Quality of Service

a. Responsive

b. Accuracy

c. Deliverables

2. Vendor's Organization:

a. Staff expertise

b. Professionalism

c. Turnover

3. Timeliness of:

a. Project

b. Deliverables

4. Project completed within budget

5. Cooperation with:

a. Your Firm

b. Subcontractor(s)/Subconsultant(s)

c. Regulatory Agency(ies)

Additional Comments: (provide on additional sheet if needed)

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Vendor Reference Verification Form

Broward County Solicitation No. and Title:

GEN2118504P1, Master Banking Services (Treasury Services)

Reference for: [Treasury Services](#)

Organization/Firm Name providing reference:

[Anderson County](#)

Contact Name: [Mandy Dockins](#)

Title: Deputy County Treasurer

Contact Email: mdockins@andersoncountysc.org

Contact Phone: [8642604835](tel:8642604835)

Name of Referenced Project:

Contract No.

Date Services Provided:

Project Amount:

to

Vendor's role in Project: ☐ Prime Vendor ☐ Subconsultant/Subcontractor

Would you use this vendor again? ☐ Yes ☐ No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

Please rate your experience with the referenced Vendor:

Needs
Improvement

Satisfactory

Excellent

Not
Applicable

1. Vendor's Quality of Service

a. Responsive

b. Accuracy

c. Deliverables

2. Vendor's Organization:

a. Staff expertise

b. Professionalism

c. Turnover

3. Timeliness of:

a. Project

b. Deliverables

4. Project completed within budget

5. Cooperation with:

a. Your Firm

b. Subcontractor(s)/Subconsultant(s)

c. Regulatory Agency(ies)

Additional Comments: (provide on additional sheet if needed)

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Vendor Reference Verification Form

Broward County Solicitation No. and Title:

GEN2118504P1, Master Banking Services (Purchasing Card Services)

Reference for: Purchasing Card

Organization/Firm Name providing reference:

City of Deerfield Beach

Contact Name: Ivelise Evie Guzman Title: Purchasing Manager Reference date:

Contact Email: iguzman@deerfield-beach.com

Contact Phone: 9544804486

Name of Referenced Project:

Contract No. _____ Date Services Provided: _____ Project Amount: _____
to _____

Vendor's role in Project: ☐ Prime Vendor ☐ Subconsultant/Subcontractor

Would you use this vendor again? ☐ Yes ☐ No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

Please rate your experience with the referenced Vendor:

	Needs Improvement	Satisfactory	Excellent	Not Applicable
1. Vendor's Quality of Service				
a. Responsive	☐	☐	☐	☐
b. Accuracy	☐	☐	☐	☐
c. Deliverables	☐	☐	☐	☐
2. Vendor's Organization:				
a. Staff expertise	☐	☐	☐	☐
b. Professionalism	☐	☐	☐	☐
c. Turnover	☐	☐	☐	☐
3. Timeliness of:				
a. Project	☐	☐	☐	☐
b. Deliverables	☐	☐	☐	☐
4. Project completed within budget	☐	☐	☐	☐
5. Cooperation with:				
a. Your Firm	☐	☐	☐	☐
b. Subcontractor(s)/Subconsultant(s)	☐	☐	☐	☐
c. Regulatory Agency(ies)	☐	☐	☐	☐

Additional Comments: (provide on additional sheet if needed)

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Vendor Reference Verification Form

Broward County Solicitation No. and Title:

GEN2118504P1, Master Banking Services (Purchasing Card Services)

Reference for: [Purchasing Card](#)

Organization/Firm Name providing reference:

[Food for the Poor, Inc](#)

Contact Name: [Dennis North](#)

Title: CFO

Reference date:

Contact Email: dennish@foodforthe poor.com

Contact Phone: [9544272222 EXT 4054](tel:9544272222)

Name of Referenced Project:

Contract No.

Date Services Provided:

Project Amount:

to

Vendor's role in Project: ☐ Prime Vendor ☐ Subconsultant/Subcontractor

Would you use this vendor again? ☐ Yes ☐ No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

Please rate your experience with the referenced Vendor:

Needs Improvement

Satisfactory

Excellent

Not Applicable

1. Vendor's Quality of Service

a. Responsive

b. Accuracy

c. Deliverables

2. Vendor's Organization:

a. Staff expertise

b. Professionalism

c. Turnover

3. Timeliness of:

a. Project

b. Deliverables

4. Project completed within budget

5. Cooperation with:

a. Your Firm

b. Subcontractor(s)/Subconsultant(s)

c. Regulatory Agency(ies)

Additional Comments: (provide on additional sheet if needed)

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Vendor Reference Verification Form

Broward County Solicitation No. and Title:

GEN2118504P1, Master Banking Services (Purchasing Card Services)

Reference for: [Purchasing Card](#)

Organization/Firm Name providing reference:

[City of North Lauderdale](#)

Contact Name: [Susan Nabors](#)

Title: Finance Director

Reference date:

Contact Email: snabors@nlauderdale.org

Contact Phone: [9545974714](tel:9545974714)

Name of Referenced Project:

Contract No.

Date Services Provided:

Project Amount:

to

Vendor's role in Project: ☐ Prime Vendor ☐ Subconsultant/Subcontractor

Would you use this vendor again? ☐ Yes ☐ No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

Please rate your experience with the referenced Vendor:

Needs
Improvement

Satisfactory

Excellent

Not
Applicable

1. Vendor's Quality of Service

a. Responsive

b. Accuracy

c. Deliverables

2. Vendor's Organization:

a. Staff expertise

b. Professionalism

c. Turnover

3. Timeliness of:

a. Project

b. Deliverables

4. Project completed within budget

5. Cooperation with:

a. Your Firm

b. Subcontractor(s)/Subconsultant(s)

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Vendor Reference Verification Form

Broward County Solicitation No. and Title:

GEN2118504P1, Master Banking Services (Safekeeping Services)

Reference for: [TD Bank, N.A. - Kelly Bekas, Vice President](#)

Organization/Firm Name providing reference:

[Florida FIT](#)

Contact Name: [Allen C. Wohlwend](#)

Title:

Reference date: [07/17/2019](#)

Contact Email: awohlwend@wohlwend-cpa.com

Contact Phone: [\(727\) 388-8334](#)

Name of Referenced Project: [Not Applicable](#)

Contract No.

Date Services Provided:

Project Amount:

[Not Applicable](#)

to

[\\$ 1,700,000,000.00](#)

Vendor's role in Project: ☒ Prime Vendor ☐ Subconsultant/Subcontractor

Would you use this vendor again? ☐ Yes ☐ No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

Please rate your experience with the referenced Vendor:

Needs
Improvement

Satisfactory

Excellent

Not
Applicable

1. Vendor's Quality of Service

a. Responsive

b. Accuracy

c. Deliverables

2. Vendor's Organization:

a. Staff expertise

b. Professionalism

c. Turnover

3. Timeliness of:

a. Project

b. Deliverables

4. Project completed within budget

5. Cooperation with:

a. Your Firm

b. Subcontractor(s)/Subconsultant(s)

c. Regulatory Agency(ies)

Additional Comments: (provide on additional sheet if needed)

[As part of a routine inquiry, this organization has agreed to serve as a reference. The specific questions posed above have not been asked.](#)

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Vendor Reference Verification Form

Broward County Solicitation No. and Title:

GEN2118504P1, Master Banking Services (Safekeeping Services)

Reference for: [TD Bank, N.A. - Kelly Bekas, Vice President](#)

Organization/Firm Name providing reference:

[Coral Springs, Florida](#)

Contact Name: [Kim Moskowitz](#)

Title: City Controller

Reference date: [07/17/2019](#)

Contact Email: kmoskowitze@coralsprings.org

Contact Phone: [\(954\) 344-1092](#)

Name of Referenced Project: [Not Applicable](#)

Contract No.

Date Services Provided:

Project Amount:

[Not Applicable](#)

to

[\\$ 99,000,000.00](#)

Vendor's role in Project: ☒ Prime Vendor ☐ Subconsultant/Subcontractor

Would you use this vendor again? ☐ Yes ☐ No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

Please rate your experience with the referenced Vendor:

Needs
Improvement

Satisfactory

Excellent

Not
Applicable

1. Vendor's Quality of Service

a. Responsive

b. Accuracy

c. Deliverables

☐☐☐☐☐☐☐☐☐☐☐☐

2. Vendor's Organization:

a. Staff expertise

b. Professionalism

c. Turnover

☐☐☐☐☐☐☐☐☐☐☐☐

3. Timeliness of:

a. Project

b. Deliverables

☐☐☐☐☐☐☐☐

4. Project completed within budget

☐☐☐☐

5. Cooperation with:

a. Your Firm

b. Subcontractor(s)/Subconsultant(s)

c. Regulatory Agency(ies)

☐☐☐☐☐☐☐☐☐☐☐☐

Additional Comments: (provide on additional sheet if needed)

[As part of a routine inquiry, this organization has agreed to serve as a reference. The specific questions posed above have not been asked.](#)

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Vendor Reference Verification Form

Broward County Solicitation No. and Title:

GEN2118504P1, Master Banking Services (Safekeeping Services)

Reference for: [TD Bank, N.A. - Kelly Bekas, Vice President](#)

Organization/Firm Name providing reference:

[City of Titusville, Florida](#)

Contact Name: [Bridgette Clements](#) Title: Director of Finance Reference date: [07/17/2019](#)

Contact Email: Bridgette.Clements@Titusville.com Contact Phone: [\(321\) 567-3712](#)

Name of Referenced Project: [Not Applicable](#)

Contract No. [Not Applicable](#) Date Services Provided: [Not Applicable](#) to [Not Applicable](#) Project Amount: [\\$ 41,000,000.00](#)

Vendor's role in Project: ☐ Prime Vendor ☐ Subconsultant/Subcontractor

Would you use this vendor again? ☐ Yes ☐ No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

Please rate your experience with the referenced Vendor:

	Needs Improvement	Satisfactory	Excellent	Not Applicable
1. Vendor's Quality of Service				
a. Responsive	☐	☐	☐	☐
b. Accuracy	☐	☐	☐	☐
c. Deliverables	☐	☐	☐	☐
2. Vendor's Organization:				
a. Staff expertise	☐	☐	☐	☐
b. Professionalism	☐	☐	☐	☐
c. Turnover	☐	☐	☐	☐
3. Timeliness of:				
a. Project	☐	☐	☐	☐
b. Deliverables	☐	☐	☐	☐
4. Project completed within budget	☐	☐	☐	☐
5. Cooperation with:				
a. Your Firm	☐	☐	☐	☐
b. Subcontractor(s)/Subconsultant(s)	☐	☐	☐	☐
c. Regulatory Agency(ies)	☐	☐	☐	☐

Additional Comments: (provide on additional sheet if needed)

[As part of a routine inquiry, this organization has agreed to serve as a reference. The specific questions posed above have not been asked.](#)

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Verified via: ☐ EMAIL ☐ VERBAL Verified by: _____ Division: _____ Date: _____

Standard Instructions to Vendors
Request for Proposals, Request for Qualifications, or Request for Letters of Interest

Vendors are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Vendor's submittal being rejected.

Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync. Refer to the [Purchasing Division website](#) or contact BidSync for submittal instructions.

A. Responsiveness Criteria:

In accordance with Broward County Procurement Code Section 21.8.b.65, a Responsive Bidder [Vendor] means a person who has submitted a proposal which conforms in all material respects to a solicitation. The solicitation submittal of a responsive Vendor must be submitted on the required forms, which contain all required information, signatures, notarizations, insurance, bonding, security, or other mandated requirements required by the solicitation documents to be submitted at the time of proposal opening.

Failure to provide the information required below at the time of submittal opening may result in a recommendation Vendor is non-responsive by the Director of Purchasing. The Selection or Evaluation Committee will determine whether the firm is responsive to the requirements specified herein. The County reserves the right to waive minor technicalities or irregularities as is in the best interest of the County in accordance with Section 21.30.f.1(c) of the Broward County Procurement Code.

Below are standard responsiveness criteria; refer to **Special Instructions to Vendors**, for Additional Responsiveness Criteria requirement(s).

1. Lobbyist Registration Requirement Certification

Refer to **Lobbyist Registration Requirement Certification**. The completed form should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

2. Addenda

The County reserves the right to amend this solicitation prior to the due date. Any change(s) to this solicitation will be conveyed through the written addenda process. Only written addenda will be binding. If a "must" addendum is issued, Vendor must follow instructions and submit required information, forms, or acknowledge addendum, as instructed therein. It is the responsibility of all potential Vendors to monitor the solicitation for any changing information, prior to submitting their response.

B. Responsibility Criteria:

Definition of a Responsible Vendor: In accordance with Section 21.8.b.64 of the Broward County Procurement Code, a Responsible Vendor means a Vendor who has the capability in all respects to perform the contract requirements, and the integrity and reliability which will assure good faith performance.

The Selection or Evaluation Committee will recommend to the awarding authority a determination of

a Vendor's responsibility. At any time prior to award, the awarding authority may find that a Vendor is not responsible to receive a particular award.

Failure to provide any of this required information and in the manner required may result in a recommendation by the Director of Purchasing that the Vendor is non-responsive.

Below are standard responsibility criteria; refer to **Special Instructions to Vendors**, for Additional Responsibility Criteria requirement(s).

1. **Litigation History**

- a. All Vendors are required to disclose to the County all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. Additionally, all Vendors are required to disclose to the County all "material" cases filed, pending, or resolved against any principal of Vendor, regardless of whether the principal was associated with Vendor at the time of the "material" cases against the principal, during the last three (3) years prior to the solicitation response. A case is considered to be "material" if it relates, in whole or in part, to any of the following:
 - i. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
 - ii. An allegation of fraud, negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
 - iii. A vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
 - iv. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
 - v. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.
- b. For each material case, the Vendor is required to provide all information identified in the **Litigation History Form**. Additionally, the Vendor shall provide a copy of any judgment or settlement of any material case during the last three (3) years prior to the solicitation response. Redactions of any confidential portions of the settlement agreement are only permitted upon a certification by Vendor that all redactions are required under the express terms of a pre-existing confidentiality agreement or provision.
- c. The County will consider a Vendor's litigation history information in its review and determination of responsibility.
- d. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.
- e. A vendor is required to disclose to the County any and all cases(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project during the last five (5) years prior to the solicitation response.
- f. Failure to disclose any material case, including all requested information in connection with each such case, as well as failure to disclose the Vendor's subcontractors/subconsultants litigation history against the County, may result in the Vendor being deemed non-responsive.

2. **Financial Information**

- a. All Vendors are required to provide the Vendor's financial statements at the time of submittal

in order to demonstrate the Vendor's financial capabilities.

- b. Each Vendor shall submit its most recent two years of financial statements for review. The financial statements are not required to be audited financial statements. The annual financial statements will be in the form of:
 - i. Balance sheets, income statements and annual reports; or
 - ii. Tax returns; or
 - iii. SEC filings.

If tax returns are submitted, ensure it does not include any personal information (as defined under Florida Statutes Section 501.171, Florida Statutes), such as social security numbers, bank account or credit card numbers, or any personal pin numbers. If any personal information data is part of financial statements, redact information prior to submitting a response the County.

- c. If a Vendor has been in business for less than the number of years of required financial statements, then the Vendor must disclose all years that the Vendor has been in business, including any partial year-to-date financial statements.
- d. The County may consider the unavailability of the most recent year's financial statements and whether the Vendor acted in good faith in disclosing the financial documents in its evaluation.
- e. Any claim of confidentiality on financial statements should be asserted at the time of submittal. Refer to **Standard Instructions to Vendors**, Confidential Material/ Public Records and Exemptions for instructions on submitting confidential financial statements. The Vendor's failure to provide the information as instructed may lead to the information becoming public.
- f. Although the review of a Vendor's financial information is an issue of responsibility, the failure to either provide the financial documentation or correctly assert a confidentiality claim pursuant the Florida Public Records Law and the solicitation requirements (Confidential Material/ Public Records and Exemptions section) may result in a recommendation of non-responsiveness by the Director of Purchasing.

3. Authority to Conduct Business in Florida

- a. A Vendor must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.
- b. The County will review the Vendor's business status based on the information provided in response to this solicitation.
- c. It is the Vendor's responsibility to comply with all state and local business requirements.
- d. Vendor should list its active Florida Department of State Division of Corporations Document Number (or Registration No. for fictitious names) in the **Vendor Questionnaire**, Question No. 10.
- e. If a Vendor is an out-of-state or foreign corporation or partnership, the Vendor must obtain the authority to transact business in the State of Florida or show evidence of application for the authority to transact business in the State of Florida, upon request of the County.
- f. A Vendor that is not in good standing with the Florida Secretary of State at the time of a

submission to this solicitation may be deemed non-responsible.

- g. If successful in obtaining a contract award under this solicitation, the Vendor must remain in good standing throughout the contractual period of performance.

4. Affiliated Entities of the Principal(s)

- a. All Vendors are required to disclose the names and addresses of “affiliated entities” of the Vendor’s principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County. The Vendor is required to provide all information required on the **Affiliated Entities of the Principal(s) Certification Form**.
- b. The County will review all affiliated entities of the Vendor’s principal(s) for contract performance evaluations and the compliance history with the County’s Small Business Program, including CBE, DBE and SBE goal attainment requirements. “Affiliated entities” of the principal(s) are those entities related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.
- c. The County will consider the contract performance evaluations and the compliance history of the affiliated entities of the Vendor’s principals in its review and determination of responsibility.

5. Insurance Requirements

The **Insurance Requirement Form** reflects the insurance requirements deemed necessary for this project. It is not necessary to have this level of insurance in effect at the time of submittal, but it is necessary to submit certificates indicating that the Vendor currently carries the insurance or to submit a letter from the carrier indicating it can provide insurance coverages.

C. Additional Information and Certifications

The following forms and supporting information (if applicable) should be returned with Vendor’s submittal. If not provided with submittal, the Vendor must submit within three business days of County’s request. Failure to timely submit may affect Vendor’s evaluation.

1. Vendor Questionnaire

Vendor is required to submit detailed information on their firm. Refer to the **Vendor Questionnaire** and submit as instructed.

2. Standard Certifications

Vendor is required to certify to the below requirements. Refer to the **Standard Certifications** and submit as instructed.

- a. **Cone of Silence Requirement Certification**
- b. **Drug-Free Workplace Certification**
- c. **Non-Collusion Certification**
- d. **Public Entities Crimes Certification**
- e. **Scrutinized Companies List Certification**

3. Subcontractors/Subconsultants/Suppliers Requirement

The Vendor shall submit a listing of all subcontractors, subconsultants, and major material suppliers, if any, and the portion of the contract they will perform. Vendors must follow the instructions included on the **Subcontractors/Subconsultants/Suppliers Information Form** and submit as instructed.

D. Standard Agreement Language Requirements

1. The acceptance of or any exceptions taken to the terms and conditions of the County's Agreement shall be considered a part of a Vendor's submittal and will be considered by the Selection or Evaluation Committee.
2. The applicable Agreement terms and conditions for this solicitation are indicated in the **Special Instructions to Vendors**.
3. Vendors are required to review the applicable terms and conditions and submit the **Agreement Exception Form**. If the **Agreement Exception Form** is not provided with the submittal, it shall be deemed an affirmation by the Vendor that it accepts the Agreement terms and conditions as disclosed in the solicitation.
4. If exceptions are taken, the Vendor must specifically identify each term and condition with which it is taking an exception. Any exception not specifically listed is deemed waived. Simply identifying a section or article number is not sufficient to state an exception. Provide either a redlined version of the specific change(s) or specific proposed alternative language. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.
5. Submission of any exceptions to the Agreement does not denote acceptance by the County. Furthermore, taking exceptions to the County's terms and conditions may be viewed unfavorably by the Selection or Evaluation Committee and ultimately may impact the overall evaluation of a Vendor's submittal.

E. Evaluation Criteria

1. The Selection or Evaluation Committee will evaluate Vendors as per the **Evaluation Criteria**. The County reserves the right to obtain additional information from a Vendor.
2. Vendor has a continuing obligation to inform the County in writing of any material changes to the information it has previously submitted. The County reserves the right to request additional information from Vendor at any time.
3. For Request for Proposals, the following shall apply:
 - a. The Director of Purchasing may recommend to the Evaluation Committee to short list the most qualified firms prior to the Final Evaluation.
 - b. The Evaluation Criteria identifies points available; a total of 100 points is available.
 - c. If the Evaluation Criteria includes a request for pricing, the total points awarded for price is determined by applying the following formula:
$$\frac{(\text{Lowest Proposed Price}/\text{Vendor's Price}) \times (\text{Maximum Number of Points for Price})}{= \text{Price Score}}$$
 - d. After completion of scoring, the County may negotiate pricing as in its best interest.
4. For Requests for Letters of Interest or Request for Qualifications, the following shall apply:
 - a. The Selection or Evaluation Committee will create a short list of the most qualified firms.
 - b. The Selection or Evaluation Committee will either:

- i. Rank shortlisted firms; or
- ii. If the solicitation is part of a two-step procurement, shortlisted firms will be requested to submit a response to the Step Two procurement.

F. Demonstrations

If applicable, as indicated in Special Instructions to Vendors, Vendors will be required to demonstrate the nature of their offered solution. After receipt of submittals, all Vendors will receive a description of, and arrangements for, the desired demonstration. In accordance with Section 286.0113 of the Florida Statutes and pursuant to the direction of the Broward County Board of Commissioners, demonstrations are closed to only the vendor team and County staff.

G. Presentations

Vendors that are found to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) will have an opportunity to make an oral presentation to the Selection or Evaluation Committee on the Vendor's approach to this project and the Vendor's ability to perform. The committee may provide a list of subject matter for the discussion. All Vendor's will have equal time to present but the question-and-answer time may vary. In accordance with Section 286.0113 of the Florida Statutes and the direction of the Broward County Board of Commissioners, presentations during Selection or Evaluation Committee Meetings are closed. Only the Selection or Evaluation Committee members, County staff and the vendor and their team scheduled for that presentation will be present in the Meeting Room during the presentation and subsequent question and answer period.

H. Public Art and Design Program

If indicated in **Special Instructions to Vendors**, Public Art and Design Program, Section 1-88, Broward County Code of Ordinances, applies to this project. It is the intent of the County to functionally integrate art, when applicable, into capital projects and integrate artists' design concepts into this improvement project. The Vendor may be required to collaborate with the artist(s) on design development within the scope of this request. Artist(s) shall be selected by Broward County through an independent process. For additional information, contact the Broward County Cultural Division.

I. Committee Appointment

The Cone of Silence shall be in effect for County staff at the time of the Selection or Evaluation Committee appointment and for County Commissioners and Commission staff at the time of the Shortlist Meeting of the Selection Committee or the Initial Evaluation Meeting of the Evaluation Committee. The committee members appointed for this solicitation are available on the Purchasing Division's website under [Committee Appointment](#).

J. Committee Questions, Request for Clarifications, Additional Information

At any committee meeting, the Selection or Evaluation Committee members may ask questions, request clarification, or require additional information of any Vendor's submittal or proposal. It is highly recommended Vendors attend to answer any committee questions (if requested), including a Vendor representative that has the authority to bind.

Vendor's answers may impact evaluation (and scoring, if applicable). Upon written request to the Purchasing Agent prior to the meeting, a conference call number will be made available for Vendor participation via teleconference. Only Vendors that are found to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) are requested to participate in a final (or presentation) Selection or Evaluation committee meeting.

K. Vendor Questions

The County provides a specified time for Vendors to ask questions and seek clarification regarding solicitation requirements. All questions or clarification inquiries must be submitted through BidSync by the date and time referenced in the solicitation document (including any addenda). The County will respond to questions via Bid Sync.

L. Confidential Material/ Public Records and Exemptions

1. Broward County is a public agency subject to Chapter 119, Florida Statutes. Upon receipt, all submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Submittals may be posted on the County's public website or included in a public records request response, unless there is a declaration of "confidentiality" pursuant to the public records law and in accordance with the procedures in this section.
2. Any confidential material(s) the Vendor asserts is exempt from public disclosure under Florida Statutes must be labeled as "Confidential", and marked with the specific statute and subsection asserting exemption from Public Records.
3. To submit confidential material, three hardcopies must be submitted in a sealed envelope, labeled with the solicitation number, title, date and the time of solicitation opening to:

Broward County Purchasing Division
115 South Andrews Avenue, Room 212
Fort Lauderdale, FL 33301

4. Material will not be treated as confidential if the Vendor does not cite the applicable Florida Statute (s) allowing the document to be treated as confidential.
5. Any materials that the Vendor claims to be confidential and exempt from public records must be marked and separated from the submittal. If the Vendor does not comply with these instructions, the Vendor's claim for confidentiality will be deemed as waived.
6. Submitting confidential material may impact full discussion of your submittal by the Selection or Evaluation Committee because the Committee will be unable to discuss the details contained in the documents cloaked as confidential at the publicly noticed Committee meeting.

M. Copyrighted Materials

Copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Submission of copyrighted material in response to any solicitation will constitute a license and permission for the County to make copies (including electronic copies) as reasonably necessary for the use by County staff and agents, as well as to make the materials available for inspection or production pursuant to Public Records Law, Chapter 119, Florida Statutes.

N. State and Local Preferences

If the solicitation involves a federally funded project where the fund requirements prohibit the use of state and/or local preferences, such preferences contained in the Local Preference Ordinance and Broward County Procurement Code will not be applied in the procurement process.

O. Local Preference

Except where otherwise prohibited by federal or state law or other funding source restrictions, a local Vendor whose submittal is within 5% of the highest total ranked Vendor outside of the preference area will become the Vendor with whom the County will proceed with negotiations for a

final contract. Refer to **Local Vendor Certification Form (Preference and Tiebreaker)** for further information.

P. Tiebreaker Criteria

In accordance with Section 21.31.d of the Broward County Procurement Code, the tiebreaker criteria shall be applied based upon the information provided in the Vendor's response to the solicitation. In order to receive credit for any tiebreaker criterion, complete and accurate information must be contained in the Vendor's submittal.

1. **Local Vendor Certification Form (Preference and Tiebreaker);**
2. **Domestic Partnership Act Certification (Requirement and Tiebreaker);**
3. **Tiebreaker Criteria Form: Volume of Work Over Five Years**

Q. Posting of Solicitation Results and Recommendations

The Broward County Purchasing Division's [website](#) is the location for the County's posting of all solicitations and contract award results. It is the obligation of each Vendor to monitor the website in order to obtain complete and timely information.

R. Review and Evaluation of Responses

A Selection or Evaluation Committee is responsible for recommending the most qualified Vendor(s). The process for this procurement may proceed in the following manner:

1. The Purchasing Division delivers the solicitation submittals to agency staff for summarization for the committee members. Agency staff prepares a report, including a matrix of responses submitted by the Vendors. This may include a technical review, if applicable.
2. Staff identifies any incomplete responses. The Director of Purchasing reviews the information and makes a recommendation to the Selection or Evaluation Committee as to each Vendor's responsiveness to the requirements of the solicitation. The final determination of responsiveness rests solely on the decision of the committee.
3. At any time prior to award, the awarding authority may find that a Vendor is not responsible to receive a particular award. The awarding authority may consider the following factors, without limitation: debarment or removal from the authorized Vendors list or a final decree, declaration or order by a court or administrative hearing officer or tribunal of competent jurisdiction that the Vendor has breached or failed to perform a contract, claims history of the Vendor, performance history on a County contract(s), an unresolved concern, or any other cause under this code and Florida law for evaluating the responsibility of a Vendor.

S. Vendor Protest

Sections 21.118 and 21.120 of the Broward County Procurement Code set forth procedural requirements that apply if a Vendor intends to protest a solicitation or proposed award of a contract and state in part the following:

1. Any protest concerning the solicitation or other solicitation specifications or requirements must be made and received by the County within seven business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.

2. Any protest concerning a solicitation or proposed award above the award authority of the Director of Purchasing, after the RLI or RFP opening, shall be submitted in writing and received by the Director of Purchasing within five business days from the posting of the recommendation of award for Invitation to Bids or the final recommendation of ranking for Request for Letters of Interest and Request for Proposals on the Purchasing Division's website.
3. Any actual or prospective Vendor who has a substantial interest in and is aggrieved in connection with the proposed award of a contract that does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award for Invitation to Bids or the final recommendation of ranking for Request for Letters of Interest and Request for Proposals on the Purchasing Division's website.
4. For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a proposed contract award shall be a waiver of the Vendor's right to protest.
5. As a condition of initiating any protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee in accordance with the table below.

<u>Estimated Contract Amount</u>	<u>Filing Fee</u>
\$30,000 - \$250,000	\$ 500
\$250,001 - \$500,000	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	5,000

If no contract proposal amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners.

T. Right of Appeal

Pursuant to Section 21.83.d of the Broward County Procurement Code, any Vendor that has a substantial interest in the matter and is dissatisfied or aggrieved in connection with the Selection or Evaluation Committee's determination of responsiveness may appeal the determination pursuant to Section 21.120 of the Broward County Procurement Code.

1. The appeal must be in writing and sent to the Director of Purchasing within ten (10) calendar days of the determination by the Selection or Evaluation Committee to be deemed timely.
2. As required by Section 21.120, the appeal must be accompanied by an appeal bond by a Vendor having standing to protest and must comply with all other requirements of this section.
3. The institution and filing of an appeal is an administrative remedy to be employed prior to the institution and filing of any civil action against the County concerning the subject matter of the appeal.

U. Rejection of Responses

The Selection or Evaluation Committee may recommend rejecting all submittals as in the best interests of the County. The rejection shall be made by the Director of Purchasing, except when a solicitation was approved by the Board, in which case the rejection shall be made by the Board.

V. Negotiations

The County intends to conduct the first negotiation meeting no later than two weeks after approval of the final ranking as recommended by the Selection or Evaluation Committee. At least one of the representatives for the Vendor participating in negotiations with the County must be authorized to bind the Vendor. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the Vendor) an impasse will be declared and negotiations with the first-ranked Vendor will cease. Negotiations will begin with the next ranked Vendor, etc. until such time that all requirements of Broward County Procurement Code have been met. In accordance with Section 286.0113 of the Florida Statutes and the direction of the Broward County Board of Commissioners, negotiations resulting from Selection or Evaluation Committee Meetings are closed. Only County staff and the selected vendor and their team will be present during negotiations.

W. Submittal Instructions:

1. Broward County does not require any personal information (as defined under Section 501.171, Florida Statutes), such as social security numbers, driver license numbers, passport, military ID, bank account or credit card numbers, or any personal pin numbers, in order to submit a response for ANY Broward County solicitation. DO NOT INCLUDE any personal information data in any document submitted to the County. If any personal information data is part of a submittal, this information must be redacted prior to submitting a response to the County.
2. **Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync.** It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation.
3. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through Bid Sync, immediately notify the Purchasing Agent and then contact BidSync for technical assistance.
4. Vendor must view, submit, and/or accept each of the documents in BidSync. Web-fillable forms can be filled out and submitted through BidSync.
5. After all documents are viewed, submitted, and/or accepted in BidSync, the Vendor must upload additional information requested by the solicitation (i.e. Evaluation Criteria and Financials Statements) in the Item Response Form in BidSync, under line one (regardless if pricing requested).
6. Vendor should upload responses to Evaluation Criteria in Microsoft Word or Excel format.
7. If the Vendor is declaring any material confidential and exempt from Public Records, refer to Confidential Material/ Public Records and Exemptions for instructions on submitting confidential material.
8. After all files are uploaded, Vendor must submit and **CONFIRM** its offer (by entering password) for offer to be received through BidSync.

9. If a solicitation requires an original Proposal Bond (per Special Instructions to Vendors), Vendor must submit in a sealed envelope, labeled with the solicitation number, title, date and the time of solicitation opening to:

Broward County Purchasing Division
115 South Andrews Avenue, Room 212
Fort Lauderdale, FL 33301

A copy of the Proposal Bond should also be uploaded into Bid Sync; this does not replace the requirement to have an original proposal bond. Vendors must submit the original Proposal Bond, by the solicitation due date and time.

Supplier: TD Bank

Proposer's Name:	TD Bank, N.A.

All Proposers should complete, sign and submit the Treasury Services Questionnaire with the solicitation response in order to be considered a Responsible vendor. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may affect Vendor's evaluation and Vendor may be deemed non-responsible.

		Respond Yes/No	If No, BRIEFLY explain why.
	GENERAL		
1	Does your bank offer interest-bearing government accounts?	☒	
2	Does your bank offer Master & Sub-Accounts and/or Zero Balance Accounts (See Scope of Services)?	☒	
3	Does your firm offer daily sweep options? If yes, please describe.	☒	TD Bank is not proposing an overnight sweep to the County at this time. In lieu of an overnight sweep, TD Bank is offering the Broward County Board of County Commissioners our Municipal Advantage Plus Checking Account model. This solution allows interest to be applied to all accounts for balances kept in excess of the balances required to offset service charges. Please refer to the Additional Services section of our Combined Scope of

			Services and Pricing Proposal response for sweep information.
4	Does the bank offer full and partial reconciliation services (ARP)?	☒	
5	Does your firm offer a dedicated customer service contact for resolution of account issues?	☒	
6	Does your firm impose sales goals on its employees? If yes, please describe.	☒	Certain roles at TD may participate in Commercial Incentive Plans (CIPs), which assign goals to Participants. In addition, Participants in certain roles are assigned goals in the following three metrics: Deposits, Fees and Sales Productivity.
	FRAUD PROTECTION SERVICES		
7	Does your bank offer ACH Debit Block/Filter?	☒	
8	Does your bank offer Payee Match Positive Pay for Controlled Disbursement?	☒	
9	Does your bank offer a way to prevent checks clearing on non-disbursement accounts?	☒	
	DEPOSITORY SERVICES		
10	Can the bank provide deposit transaction records with unique numbers of deposit tickets representing different deposit locations?	☒	
11	Are deposit transaction records reported with unique location codes in the addenda of a Previous Day BAI report?	☒	
12	Can deposit tickets be ordered through your bank with charges passed thru to monthly account analysis?	☒	
	Does your firm accept mixed deposits with checks, currency and coins all placed in one deposit with deposit slip?		Typically, TD Bank does not require that

13		☒	cash and checks be deposited separately; however, we do require that all cash and check deposits have their own deposit ticket and deposit bag for a money room environment. The benefit of separating cash and check deposits via the money room is a more convenient and efficient reconciliation should the County require.
14	Does your bank accept coin only deposits?	☒	Loose coins included in a cash deposit should be limited to less than \$2.00 per bag. Coin only deposits should be prepared in tamper evident coin bags constructed for the purpose of securing coins to ensure minimal breakage. We recommend the coin bags are prepared in Full Federal Reserve Bank standards to minimize cost in processing the deposits.
	Does the bank have an automated coin/currency ordering service?		All change orders will be handled via the

15		☐	vault service provider. TD Bank locations will not be used to supply change orders.
16	Does the bank offer standing change orders?	☐	Standing change orders would go through the vault/armored carrier.
17	Is there a requirement to order in standard sizes (e.g., standard straps of currency and full boxes of coin)? If yes, please explain.	☐	There is not a requirement to order in standard straps/boxes but the pricing for non-standard orders is separate from standard orders.
18	Can the bank automatically redeposit return items?	☒	
19	Is your firm's Cash Vault located in Broward County? If no, please provide location.	☐	The vault would be in Miami, FL.
20	Does your firm offer Electronic Lockbox?	☒	
21	Does your firm offer electronic deposit options such as Remote Deposit Capture & Image Cash Letter?	☒	
22	For Cash Management reporting, is remote deposit information available real-time on a current day BAI report?	☒	
23	If your firm offers Remote Deposit Capture & Image Cash Letter, can the bank provide the equipment and software?	☒	
24	Will you assign the most favorable Availability Schedule to the County?	☒	Please refer to TD Bank's response to the Evaluation Criteria Response Form - Treasury Services.
PAYMENTS			
25	Does your bank offer Controlled Disbursement services?	☒	
	Can your bank provide a six year stop payment duration?		Stop payments remain in effect

26		☐	for 365 days. If the County would like to extend the stop payment beyond 365 days, a second stop payment must be placed. Renewed stop payments will be assessed the stop payment fee.
27	The County currently can view check images for a period of seven (7) years, before they are archived. Can your bank meet or exceed that mark?	☒	TD Bank offers an option whereby the County will have access to images of paid checks for seven years using TD eTreasury. TD eTreasury also provides the County with a rolling 365 day history of front and back images of paid checks, deposit items, deposit tickets, and returned items organized by date and by account. Search fields include transaction type, dollar amount, dollar range, bank/customer reference, serial number, date, and date range.
28	For ACH Payments, can your bank report by individual ACH payment transactions in detail on the Previous Day BAI file?	☒	

FILE TRANSMISSIONS		

29	Can your banking platform interface with PeopleSoft?	☒	
30	Is your firm able to send and receive transmissions using the ISO 20022 protocol?	☒	
31	Included in the solicitation is a list of secure transmission types currently used by the County (See Transmission Types). Can your firm meet or exceed those standards?	☒	
32	Is your firm able to accept Direct Deposit files via secure transmission?	☒	
33	Is your firm able to accept Positive Pay files via secure transmission?	☒	
34	Is your firm able to accept stop payment and/or voids via secure file transmission from an ERP PeopleSoft platform without having to manually reenter into your bank proprietary website?	☒	
35	Is your firm able to accept EDI files via secure transmission?	☒	
36	Is your firm able to accept E-Check file via secure transmission?	☒	
37	Is your firm able to send paid check files via secure transmission?	☒	
38	Is your firm able to send a BAI file on a daily and intra-day basis?	☒	
	ON-LINE BANKING		
39	Does the bank have two-step authentication procedures in place for accessing wire transfer/ACH payment modules?	☒	
40	Does the bank provide dual authorization for all outgoing wire and ACH transfers?	☒	
41	Can limits by single transaction and daily aggregate amounts be set per user, per account for Fed Wire and ACH transfers?	☒	
42	Are detailed reports for returned ACH and Fed Wire Transactions available through the online banking system?	☒	
43	Are detailed reports for returned ACH and Check payments available through the online banking system?	☒	

44	Are detailed reports for current day and prior day activity available through the online banking system?	☒	
45	Does the bank's online platform provide a way to manually add checks to the positive pay file?	☒	
	Does your bank's online platform offer access to the following services:	☒	
46	(a) cash management/balance reporting	☒	
47	(b) payments (i.e. ACH, wires, etc.)	☒	
48	(c) reconciliation	☒	
49	(d) positive pay decisions	☒	
50	(e) stop payments	☒	
51	(g) check & deposit images	☒	
52	Does your on-line platform provide proactive notifications of select key events e.g. low balance, wire transfers (both debit and credit), statements or pending approvals?	☒	

Proposer's Signature: **Pamela Ramkalawan**

Supplier: TD Bank

Proposer's Name:	TD Bank, N.A.

All Proposers should complete, sign and submit the Lockbox Services Questionnaire with the solicitation response in order to be considered a Responsible vendor. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may affect Vendor's evaluation and Vendor may be deemed non-responsible.

A non-bank financial institution vendor responding only to the LockBox Services portion of this Request for Proposals is required to have its banking financial institution partner complete and comply with the enclosed Well Capitalized and Qualified Public Depository Questionnaire instructions and requirements.

		Respond Yes/No	If No, BRIEFLY explain why.
	Scope, General Information, & Specifications		
	GENERAL		
1.	The County requires the setup of a post office box for daily payment collections. Will you provide the setup of this post office box?	☒	
2.	Do you currently have a Lockbox Processing Facility in Broward County?	☐	No. The County's lockbox processing facility will be in Mount Laurel, NJ.
3.	Do you provide deposits and scanned image availability on a same-day basis?	☒	
4.	Can your operations accommodate payments for multiple bill types, such a real estate, tangible personal property, installment payments?	☒	
5.	Do you support multiple lockbox types (i.e., Retail, Wholetail) in one facility or location?	☒	
6.	Can payments be sorted and processed by envelope postmark dates?	☒	
7.	Is there a limit on the number of remittance accounts from which payments can be accepted?	☐	No. TD Bank does not place limits on the number of remittance accounts.
8.	Is there a limit on the number of coupons which can be processed for one or more payment(s)?	☐	No. TD Bank does not place limits on the number of coupons which can be processed.
9.	Are images of payment attachments, enclosures and envelopes included in payment image transmissions?	☒	
10.	If additional equipment or staffing is required to meet the needs of the County's lockbox operations, will you be amenable to acquiring the necessary additional resources?	☒	
11.	Do you outsource any of your lockbox operations or processes?	☐	No. TD Bank lockbox operations are processed in-house.
12.	Do you have a backup facility, or available hotsite?	☒	
			No. Lockbox does not access external

13.	Can real time lookup (RTL) be used by your systems, to provide online/real time payment amount information?	☐	systems for real-time lookup processing. However, a lookup file provided by the County can be used to locate the payment information required to process the payment.
14.	Do you provide online services in conjunction with your lockbox services? Such as: Exception handling / online decisioning Processed / Rejected / Exception Item Image lookups and downloads Automated / Manual File transfer tools	☒	

Proposer's Signature: **Pamela Ramkalawan**

STANDARD CERTIFICATIONS**Request for Proposals, Request for Qualifications, or Request for Letters of Interest**

Vendor should complete and acknowledge the standard certifications and submit with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may affect Vendor's evaluation. It is imperative that the person completing the standard certifications be knowledgeable about the proposing Vendor's business and operations.

Cone of Silence Requirement Certification:

The Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances prohibits certain communications among Vendors, Commissioners, County staff, and Selection or Evaluation Committee members. Identify on a separate sheet any violations of this Ordinance by any members of the responding firm or its joint ventures. After the application of the Cone of Silence, inquiries regarding this solicitation should be directed to the Director of Purchasing or designee. The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

The Vendor hereby certifies that: (check each box)

- ☒ The Vendor has read Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances; and
- ☒ The Vendor understands that the Cone of Silence for this competitive solicitation shall be in effect beginning upon the appointment of the Selection or Evaluation Committee, for communication regarding this solicitation with the County Administrator, Deputy County Administrator, Assistant County Administrators, and Assistants to the County Administrator and their respective support staff or any person, including Evaluation or Selection Committee members, appointed to evaluate or recommend selection in this RFP/RLI process. For Communication with County Commissioners and Commission staff, the Cone of Silence allows communication until the initial Evaluation or Selection Committee Meeting.
- ☒ The Vendor agrees to comply with the requirements of the Cone of Silence Ordinance.

Drug-Free Workplace Requirements Certification:

Section 21.31.a. of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board award be made only to firms certifying the establishment of a drug free workplace program. The program must consist of:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a continuing drug-free awareness program to inform its employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The offeror's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Giving all employees engaged in performance of the contract a copy of the statement

required by subparagraph 1;

4. Notifying all employees, in writing, of the statement required by subparagraph 1, that as a condition of employment on a covered contract, the employee shall:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of the employee's 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 of any state, for a violation occurring in the workplace NO later than five days after such conviction.
5. Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision 4.b above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
6. Within 30 calendar days after receiving notice under subparagraph 4 of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - a. Taking appropriate personnel action against such employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs 1 through 6.

The Vendor hereby certifies that: (check box)

- ☐ The Vendor certifies that it has established a drug free workplace program in accordance with the above requirements.

Non-Collusion Certification:

Vendor shall disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

The Vendor hereby certifies that: (select one)

- ☒ The Vendor certifies that this offer is made independently and free from collusion; or
- ☐ The Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

Public Entities Crimes Certification:

In accordance with Public Entity Crimes, Section 287.133, Florida Statutes, a person or affiliate placed on the convicted vendor list following a conviction for a public entity crime may not submit on a contract: to provide any goods or services; for construction or repair of a public building or public work; for leases of real property to a public entity; and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

The Vendor hereby certifies that: (check box)

- ☒ The Vendor certifies that no person or affiliates of the Vendor are currently on the convicted vendor list and/or has not been found to commit a public entity crime, as described in the statutes.

Scrutinized Companies List Certification:

Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List is prohibited from submitting a response to a solicitation for goods or services in an amount equal to or greater than \$1 million.

The Vendor hereby certifies that: (check each box)

- ☒ The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and 215.4275, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- ☒ The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- ☒ If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

I hereby certify the information provided in the Vendor Questionnaire and Standard Certifications:

Pamela Ramkalawan

*AUTHORIZED SIGNATURE/NAME

Vice President

TITLE

08/07/2019

DATE

Vendor Name: **TD Bank, N.A.**

* I certify that I am authorized to sign this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. As the Vendor's authorized representative, I attest that any and all statements, oral, written or otherwise, made in support of the Vendor's response, are accurate, true and correct. I also acknowledge that inaccurate, untruthful, or incorrect statements made in support of the Vendor's response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code. I certify that the Vendor's response is made without prior understanding, agreement, or connection with any

conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).

**Procurement Preferences for
Broward County Small Business Enterprises and County Business Enterprises**

This form should be returned with the Vendor's submittal and will be used for informational purposes.

In accordance with Broward County Ordinance, Section 1.81, non-reserved solicitations (for SBE's or CBE's) and solicitations without any assigned CBE goals, a responding Broward County certified SBE or CBE may be eligible for a procurement preference, in accordance with below:

For Invitations to Bid and Quotation Requests:

If a responsive, responsible bid is received from a certified CBE or SBE that is within ten percent (10%) of the lowest responsive, responsible bid received from a non-certified (SBE or CBE) firm, the SBE or CBE (as applicable) shall be offered the opportunity to match the lowest responsive, responsible bid. If the SBE or CBE firm (as applicable) is responsive and responsible, and matches the lowest responsive, responsible bid, the CBE or SBE firm shall be recommended for award.

For Request for Proposals:

If upon the completion of final rankings by the Evaluation Committee, a non-certified proposer is the highest-ranked proposer, and a responsive, responsible SBE or CBE proposer receives a score that is within five percent (5%) of the score obtained by the non-certified proposer, the highest-ranked responsive, responsible SBE or CBE proposer shall be considered the highest-ranked proposer and shall have the opportunity to proceed to negotiations with the County for award of the contract.

Vendor should indicate below if the firm is a currently certified Broward County SBE and/or CBE firm. If the firm does not indicate it is an SBE or CBE, preference may not be applied based on information received but certification will be verified in the Broward County OESBD [Certified Firm Directory](#). Vendor must be certified at time of solicitation opening (due date).

This form does not substitute for certification or application for certification.

- ☐ Firm is a Broward County certified Small Business Enterprise (SBE)
- ☐ Firm is a Broward County certified County Business Enterprise (CBE)
- ☒ Firm is not a Broward County certified Small Business Enterprise (SBE) or County Business Enterprise (CBE).

TD Bank, N.A.
Vendor Name

For questions regarding the Broward County SBE and CBE certifications, please contact Office of Economic and Small Business Development at 954-357-6400.

LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION FORM

The completed form should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Vendor certifies that it understands if it has retained a lobbyist(s) to lobby in connection with a competitive solicitation, it shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances; and it understands that if, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the Vendor, the County may, on that basis, exercise any contractual right to terminate the contract for convenience.

The Vendor hereby certifies that: (select one)

- ☒ It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if retained after the solicitation, the County will be notified.
- ☐ It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances.

It is a requirement of this solicitation that the names of any and all lobbyists retained to lobby in connection with this solicitation be listed below:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Authorized Signature/Name: Date:

Title:

Vendor Name:

LITIGATION HISTORY FORM

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

- ☐ There are no material cases for this Vendor; or
☐ Material Case(s) are disclosed below:

Is this for a: (check type) ☐ Parent, ☐ Subsidiary, or ☐ Predecessor Firm?	If Yes, name of Parent/Subsidiary/Predecessor: Or No ☐
Party	
Case Number, Name, and Date Filed	
Name of Court or other tribunal	
Type of Case	Bankruptcy ☐ Civil ☐ Criminal ☐ Administrative/Regulatory ☐
Claim or Cause of Action and Brief description of each Count	
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending ☐ Settled ☐ Dismissed ☐ Judgment Vendor's Favor ☐ Judgment Against Vendor ☐ If Judgment Against, is Judgment Satisfied? ☐ Yes ☐ No
Opposing Counsel	Name: Email: Telephone Number:

Vendor Name:

Supplier: TD Bank

DOMESTIC PARTNERSHIP ACT CERTIFICATION FORM (REQUIREMENT AND TIEBREAKER)

Refer to Special Instructions to identify if Domestic Partnership Act is a requirement of the solicitation or acts only as a tiebreaker. If Domestic Partnership is a requirement of the solicitation, the completed and signed form should be returned with the Vendor's submittal. If the form is not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. To qualify for the Domestic Partnership tiebreaker criterion, the Vendor must currently offer the Domestic Partnership benefit and the completed and signed form must be returned at time of solicitation submittal.

The Domestic Partnership Act, Section 16 ½ -157, Broward County Code of Ordinances, requires all Vendors contracting with the County, in an amount over \$100,000 provide benefits to Domestic Partners of its employees, on the same basis as it provides benefits to employees' spouses, with certain exceptions as provided by the Ordinance.

For all submittals over \$100,000.00, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, Section 16-½ -157, Broward County Code of Ordinances; and certifies the following: (check only one below).

- ☒ 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses
- ☐ 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- ☐ 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.
- ☐ 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: **(check only one below)**.
 - ☐ The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
 - ☐ The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.
 - ☐ The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
 - ☐ The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation (State the law, statute or regulation and attach explanation of its applicability).

Pamela Ramkalawan
Authorized Signature/Name

Vice President
Title

TD Bank, N.A.
Vendor Name

08/07/2019
Date

AFFILIATED ENTITIES OF THE PRINCIPAL(S) CERTIFICATION FORM

The completed form should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

- a. All Vendors are required to disclose the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County.
- b. The County will review all affiliated entities of the Vendor's principal(s) for contract performance evaluations and the compliance history with the County's Small Business Program, including CBE, DBE and SBE goal attainment requirements. "Affiliated entities" of the principal(s) are those entities related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.
- c. The County will consider the contract performance evaluations and the compliance history of the affiliated entities of the Vendor's principals in its review and determination of responsibility.

The Vendor hereby certifies that: (select one)

- ☒ No principal of the proposing Vendor has prior affiliations that meet the criteria defined as "Affiliated entities"
- ☐ Principal(s) listed below have prior affiliations that meet the criteria defined as "Affiliated entities"

Principal's Name:

Names of Affiliated Entities:

Principal's Name:

Names of Affiliated Entities:

Principal's Name:

Names of Affiliated Entities:

Authorized Signature Name: **Pamela Ramkalawan**

Title: **Vice President**

Vendor Name: **TD Bank, N.A.**

Date: **08/07/2019**

AGREEMENT EXCEPTION FORM

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, it shall be deemed an affirmation by the Vendor that it accepts the terms and conditions of the County's Agreement as disclosed in the solicitation.

The Vendor must either provide specific proposed alternative language on the form below. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.

- ☐ There are no exceptions to the terms and conditions of the County Agreement as referenced in the solicitation; or
- ☒ The following exceptions are disclosed below: (use additional forms as needed; separate each Article/ Section number)

Term or Condition Article / Section	Insert version of exception or specific proposed alternative language	Provide brief justification for change
Standard Terms and Agreement, Article 1	Due to the fact that more exceptions were taken than the space provided in this form, please refer to the Redlined Standard Agreement provided in Appendix 5 as well as our Conditions of Acceptance provided in Appendix 12 of our compiled response for the entire list of exceptions and justifications.	Due to the fact that more exceptions were taken than the space provided in this form, please refer to the Redlined Standard Agreement provided in Appendix 5 as well as our Conditions of Acceptance provided in Appendix 12 of our compiled response for the entire list of exceptions and justifications.
Scope of Service Treasury Services, Bullet 1	Due to the fact that more exceptions were taken than the space provided in this form, please refer to the Conditions of Acceptance provided in Appendix 12 of our compiled response for the entire list of exceptions and justifications.	Due to the fact that more exceptions were taken than the space provided in this form, please refer to the Conditions of Acceptance provided in Appendix 12 of our compiled response for the entire list of exceptions and justifications.

Vendor Name: TD Bank, N.A.

VOLUME OF PREVIOUS WORK ATTESTATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to provide timely may affect the Vendor's evaluation. This completed form must be included with the Vendor's submittal at the time of the opening deadline to be considered for a Tie Breaker criterion (if applicable).

The calculation for Volume of Previous Work is all amounts paid to the prime Vendor by Broward County Board of County Commissioners at the time of the solicitation opening date within a five-year timeframe. The calculation of Volume of Previous Work for a prime Vendor previously awarded a contract as a member of a Joint Venture firm is based on the actual equity ownership of the Joint Venture firm.

In accordance with Section 21.31.d. of the Broward County Procurement Code, the Vendor with the lowest dollar volume of work previously paid by the County over a five-year period from the date of the submittal opening will receive the Tie Breaker.

Vendor must list all projects it received payment from Broward County Board of County Commissioners during the past five years. If the Vendor is submitting as a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. The Vendor attests to the following:

Item No.	Project Title	Solicitation/ Contract Number:	Department or Division	Date Awarded	Paid to Date Dollar Amount
1	Not Applicable				
2	Not Applicable				
3	Not Applicable				
4	Not Applicable				
5	Not Applicable				
Grand Total					

Has the Vendor been a member/partner of a Joint Venture firm that was awarded a contract by the County? Yes ☐ No ☒

If Yes, Vendor must submit a **Joint Vendor Volume of Work Attestation Form**.

Vendor Name: TD Bank, N.A.

Pamela Ramkalawan
Authorized Signature/ Name

Vice President
Title

08/07/2019
Date

VOLUME OF PREVIOUS WORK ATTESTATION JOINT VENTURE FORM

If applicable, this form and additional required documentation should be submitted with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit this form and supporting documentation may affect the Vendor's evaluation.

The calculation of Volume of Previous Work for a prime Vendor previously awarded a contract as a member of a Joint Venture firm is based on the actual equity ownership of the Joint Venture firm. Volume of Previous Work is not based on the total payments to the Joint Venture firm.

Vendor must list all projects it received payment from Broward County Board of County Commissioners during the past five years as a member of a Joint Venture. The Vendor attests to the following:

Item No.	Project Title	Solicitation/ Contract Number:	Department or Division	Date Awarded	JV Equity %	Paid to Date Dollar Amount
1						
2						
3						
4						
5						
Grand Total						

Vendor is required to submit an executed Joint Venture agreement(s) and any amendments for each project listed above. Each agreement must be executed prior to the opening date of this solicitation.

Vendor Name:

Authorized Signature/ Name

Title

Date

RFP-RFQ-RLI LOCATION ATTESTATION FORM (EVALUATION CRITERIA)

The completed and signed form and supporting information (if applicable, for Joint Ventures) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit this form and supporting information may affect the Vendor's evaluation. Provided information is subject to verification by the County.

A Vendor's principal place of business location (also known as the nerve center) within Broward County is considered in accordance with Evaluation Criteria. The County's definition of a principal place of business is:

1. As defined by the Broward County Local Preference Ordinance, "Principal place of business means the nerve center or center of overall direction, control and coordination of the activities of the bidder [Vendor]. If the bidder has only one (1) business location, such business location shall be considered its principal place of business."
2. A principal place of business refers to the place where a corporation's officers direct, control, and coordinate the corporation's day-to-day activities. It is the corporation's 'nerve center' and in practice it should normally be the place where the corporation maintains its headquarters; provided that the headquarters is the actual center of direction, control, and coordination, i.e., the 'nerve center', and not simply an office where the corporation holds its board meetings (for example, attended by directors and officers who have traveled there for the occasion).

The Vendor's principal place of business in Broward County shall be the Vendor's "Principal Address" as indicated with the Florida Department of State Division of Corporations, for at least six months prior to the solicitation's due date.

Check one of the following:

- ☒ The Vendor certifies that it has a principal place of business location (also known as the nerve center) within Broward County, as documented in Florida Department of State Division of Corporations (Sunbiz), and attests to the following statements:

1. Vendor's address listed in its submittal is its principal place of business as defined by Broward County;
2. Vendor's "Principal Address" listed with the Florida Department of State Division of Corporations is the same as the address listed in its submittal and the address was listed for at least six months prior to the solicitation's opening date. A copy of Florida Department of State Division of Corporations (Sunbiz) is attached as verification.
3. Vendor must be located at the listed "nerve center" address ("Principal Address") for at least six (6) months prior to the solicitation's opening date;
4. Vendor has not merged with another firm within the last six months that is not headquartered in Broward County and is not a wholly owned subsidiary or a holding company of another firm that is not headquartered in Broward County;
5. If awarded a contract, it is the intent of the Vendor to remain at the referenced address for the duration of the contract term, including any renewals, extensions or any approved

interim contracts for the services provided under this contract; and

6. The Vendor understands that if after contract award, the County learns that the attestation was erroneous, and upon investigation determines that the error was willful or intentional on the part of the Vendor, the County may, on that basis exercise any contractual right to terminate the contract. Further any misleading, inaccurate, false information or documentation submitted by any party affiliated with this procurement may lead to suspension and/or debarment from doing business with Broward County as outlined in the Procurement Code, Section 21.119.

If the Vendor is submitting a response as a Joint Venture, the following information is required to be submitted:

- a. Name of the Joint Venture Partnership
- b. Percentage of Equity for all Joint Venture Partners
- c. A copy of the executed Agreement(s) between the Joint Venture Partners

☐ Vendor does not have a principal place of business location (also known as the nerve center) within Broward County.

Vendor Information:

Vendor Name: **TD Bank, N.A.**

Vendor's address listed in its submittal is:

**5900 North Andrews Ave., 2nd Floor
Fort Lauderdale, FL 33309**

The signature below must be by an individual authorized to bind the Vendor. The signature below is an attestation that all information listed above and provided to Broward County is true and accurate.

Pamela Ramkalawan	Vice President	TD Bank, N.A.	08/07/2019
Authorized Signature/Name	Title	Vendor Name	Date

RFP-RLI-RFQ LOCAL PREFERENCE AND TIE BREAKER CERTIFICATION FORM

The completed and signed form should be returned with the Vendor's submittal to determine Local Preference eligibility, however it must be returned at time of solicitation submittal to qualify for the Tie Break criteria. If not provided with submittal, the Vendor must submit within three business days of County's request for evaluation of Local Preference. Proof of a local business tax should be submitted with this form. Failure to timely submit this form or local business tax receipt may render the business ineligible for application of the Local Preference or Tie Break Criteria.

In accordance with Section 21.31.d. of the Broward County Procurement Code, to qualify for the Tie Break Criteria, the undersigned Vendor hereby certifies that (check box if applicable):

- ☒ The Vendor is a local Vendor in Broward County and:
- a. has a valid Broward County local business tax receipt;
 - b. has been in existence for at least six-months prior to the solicitation opening;
 - c. at a business address physically located within Broward County;
 - d. in an area zoned for such business;
 - e. provides services from this location on a day-to-day basis, and
 - f. services provided from this location are a substantial component of the services offered in the Vendor's proposal.

In accordance with Local Preference, Section 1-74, et. seq., Broward County Code of Ordinances, a local business meeting the below requirements is eligible for Local Preference. To qualify for the Local Preference, the undersigned Vendor hereby certifies that (check box if applicable):

- ☒ The Vendor is a local Vendor in Broward and:
- a. has a valid Broward County local business tax receipt issued at least one year prior to solicitation opening;
 - b. has been in existence for at least one-year prior to the solicitation opening;
 - c. provides services on a day-to-day basis, at a business address physically located within the Broward County limits in an area zoned for such business; and
 - d. the services provided from this location are a substantial component of the services offered in the Vendor's proposal.

Local Business Address:

Vendor does not qualify for Tie Break Criteria or Local Preference, in accordance with the above requirements. The undersigned Vendor hereby certifies that (check box if applicable): The Vendor is not a local Vendor in Broward County.

Pamela Ramkalawan	Vice President	TD Bank, N.A.	08/07/2019
AUTHORIZED SIGNATURE/NAME	TITLE	COMPANY	DATE

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM
Request for Proposals, Request for Qualifications, or Request for Letters of Interest

The following forms and supporting information (if applicable) should be returned with Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

- A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of \$50,000, to the Vendor.
- B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.
- C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.
- D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.
- E. The Vendor has confirmed that none of the recommended subcontractors, subconsultants, or suppliers' principal(s), officer(s), affiliate(s) or any other related companies have been debarred from doing business with Broward County or any other governmental agency.

If none, state "none" on this form. Use additional sheets as needed. Vendor should scan and upload any additional form(s) in BidSync.

1. Subcontracted Firm's Name: **Not Applicable**

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

2. Subcontracted Firm's Name: **Not Applicable**

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address: