

Key2Business Application for the IMARK Group

Required Information

IMARK Member Name

IMARK Member Number

Existing KeyBank Client: YES NO

Submit application and/or questions to: Key2BusinessIMARK@KeyBank.com

Key2Business Application

Section 1 – Customer Information		
Customer Legal Name		
Name as it will appear on statements (limit to 25 characters)		Federal Tax ID
Physical Address (P.O. Box not acceptable)		
City	State	ZIP Code
Website Address (optional)		
Net Annual Sales (\$)	Total Annual Budget Less Payroll (\$)	Official Start Date of Business
Type of Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Government Entity <input type="checkbox"/> LLC/LLP <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> LTD Partnership <input type="checkbox"/> Non-profit <input type="checkbox"/> Other _____		
Is your business rated by Dun and Bradstreet (D&B)? <input type="checkbox"/> YES <input type="checkbox"/> NO		If yes, D&B Number
If not rated by D&B, Application may be expedited by attaching a copy of Customer's Business License, Certificate of Good Standing, Tax Return, and/or filings with Secretary of State.		

Please provide the contact information for one individual that will serve as your Primary Program Administrator and at least one individual that will serve as your Operational Program Administrator. The Primary Program Administrator will have the authority to change the Operational Program Administrator(s). Primary and Operational Administrators will work with KeyBank on the daily operation of your Key2Business program.

Note: The Program and Operational Administrators you designate on this Application are distinct from persons that are set up with a "program administrator role" in Key2Businesscard.com. Only the Administrators designated on this Application will have authority to make changes to your Key2Business Program outside of Key2Businesscard.com.

	NAME	TITLE	PHONE NUMBER	EMAIL ADDRESS
Primary Program Administrator				
Operational Administrator				
Operational Administrator				
Operational Administrator				



Key2Business Application

Section 2 - Spend and Accounts

Total Anticipated Annual Spend

Total Number of Anticipated Accounts

Section 3 – USA PATRIOT Act Notification

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. Therefore, all new and existing customers are subject to identity verification requirements.

When a customer opens an account with any entity within the KeyCorp family of companies, we will ask for the customer's name, address, and identification number, and in the case of an individual, his or her date of birth. For business accounts, we may also obtain this information for individuals associated with the business. We may also request to see a valid driver's license or other approved identifying documents. In all cases, Key is committed to protecting the privacy and identity of each of its customers.

Please note: Customer MUST submit a copy of one (1) of the following documents in connection with the processing of this Application:

Articles of Incorporation/Organization or Trust Instrument Government-issued business license Partnership, LLC Agreement or Bylaws

KEYBANK USE ONLY (Please print legibly or complete form electronically)

Client IPI	DARQ Number	NAICS Code
Obligor Rating		
Beneficial Owner Certification Number		
KeyBank RM Name	KeyBank RM Phone	EP Payment Advisor Code
EP Payment Advisor Name	EP Payment Advisor Phone	EP Payment Advisor Email
G/L Account/RM Cost Center	Facility Risk Rating	RM/R1 Officer Code (Use 0 to represent zero)
Market Segment (Primary Line of Business) <input type="checkbox"/> Institutional Bank <input type="checkbox"/> Real Estate Capital <input type="checkbox"/> Business Banking <input type="checkbox"/> Financial Institutions <input type="checkbox"/> Public Sector <input type="checkbox"/> Middle Market <input type="checkbox"/> Private Bank <input type="checkbox"/> Dealer Services <input type="checkbox"/> Other (i.e. Community Development, Consumer Segment for Small Business)		
ACH AutoPay: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Account Number: _____ Routing Number: _____ Account Type: _____		
Rebate Account Information: Account Number: _____ Routing Number: _____ Account Type: _____		

Key2Business Application

Authorization and Execution

By completing this Application, Customer acknowledges and agrees that: (i) all information provided in this Application is true, complete and accurate and Customer has authority to provide such information and complete this Application; (ii) Customer requests that KeyBank establish a Key2Business Program and Accounts in the name of Customer and issue Cards in accordance with the Key2Business Program Terms and Conditions ("Agreement") enclosed with this Application; (iii) KeyBank will review this Application and may, at its sole discretion and at the terms imposed by it, grant such request, but is under no obligation to do so; (iv) Customer shall be bound by the enclosed Agreement; (v) KeyBank is authorized to investigate, obtain, and exchange reports and information regarding this Application and any resulting Accounts with credit reporting agencies and other parties with a legitimate business need for such reports or information; and (vi) until revocation in writing by Customer, KeyBank is authorized to (a) auto debit Customer's deposit account in any amount designated by Customer from time to time for payment of any Amount Due under the Statement (as such terms are defined in the Agreement); and (b) deposit any rebate due to Customer under the Agreement to such deposit account. If this Application is approved, Customer acknowledges and agrees that the Agreement enclosed with this Application, along with the Application, shall constitute the entire agreement between Customer and KeyBank, which shall become effective on the Effective Date as referenced in the Agreement.

Customer certifies to KeyBank that the person executing this Application: (1) is authorized by Customer in accordance with its organization rules and applicable law to bind the Customer to the Agreement enclosed with this Application; and (2) has the authority to incur Debt in the name of the Customer. Customer certifies that the signer's authorization to bind the Customer and incur Debt in the name of the Customer is evidenced by the following:

Please check only one of the following boxes:

- Customer is publicly traded and the signer is an officer as indicated on Customer's Form 10-K filed with the Securities and Exchange Commission ("SEC"). No additional information is needed by KeyBank unless requested.
- The signer is an authorized officer of Customer and is acting in his or her capacity as an agent of Customer. Furthermore, the signer represents and warrants that he or she is authorized by an applicable Bylaw, Article or other Corporate Authority to enter into transactions of this nature. No additional information is needed by KeyBank unless requested.

If one (1) of the above boxes cannot be checked, or if in the opinion of KeyBank's Credit Risk Management Department further proof of authority is necessary, Customer must provide a Corporate Certificate of Authority that complies with Customer's Articles of Organization or Bylaws.

By signing below, each individual signing this Application in his or her capacity as an authorized signing officer of Customer, and not in his or her personal capacity, certifies and warrants that: (1) all action required by Customer's organizational documents to authorize the signer(s) to act on behalf of Customer in all actions taken under this Application and the enclosed Agreement, including but not limited to, the authority to incur Debt on behalf of Customer, has been taken; (2) each signer is empowered in the name of and on behalf of Customer to enter into all transactions contemplated in this Application and the enclosed Agreement; and (3) the signatures appearing on all supporting documents of authority are authentic. Customer has read, understands and agrees to the Agreement enclosed with this Application and KeyBank is entitled to act individually and collectively in reliance upon the authorizations and certifications set forth in this Application.

In witness whereof, Customer has, by its authorized signer(s), executed this Application and agrees to the attached Agreement.

DATED THIS _____ DAY OF _____, 20 _____ BY:

Signature of 1st Authorized Officer	Signature of 2nd Authorized Officer (ONLY if required by Customer's organizational guidelines)
Printed Name of 1st Authorized Officer	Printed Name of 2nd Authorized Officer
Printed Title of 1st Authorized Officer	Printed Title of 2nd Authorized Officer
Signature of KeyBank Representative*	Printed Name of KeyBank Representative

*Attests to the identity of above mentioned officers.

The Key2Business Program Terms and Conditions is entered into by KeyBank National Association (“**KeyBank**”) and the entity signing the Application as “Customer” to establish a corporate credit card program known as the Key2Business Program (“**Key2Business Program**”).

1. EFFECTIVE DATE. This Agreement shall become effective upon approval by KeyBank of (1) Customer’s creditworthiness and (2) this Application and Agreement. The “**Effective Date**” of this Agreement shall be the date the Application is signed by Customer.

2. SCOPE OF KEY2BUSINESS PROGRAM.

2.1 Description. The Mastercard Corporate Purchasing Card is a business-purpose charge card (“Card”) designed for use by Customer, Participants and their Cardholders. The Card is used for charging (1) business expenses related to travel and entertainment and (2) goods and services related to business activities of Customer. Upon approval of this Application, KeyBank will issue Cards and establish Accounts for Customer. While this Agreement is in effect, KeyBank may also issue Cards and establish Accounts for any of Customer’s Participants, provided that KeyBank approves such participation. Customer and/or authorized Participant shall designate which employees should receive Cards (“Cardholders”) and/or be issued Account numbers. Customer may exclude any Participant or employee from the Key2Business Program through the K2B Portal.

2.2 Liability. Customer is solely liable to KeyBank for repayment of the Accounts under the Program, regardless of whether an Account is in the name of the Customer, its Participants and/or Cardholders.

2.3 Card Issuance. All Accounts and Cards issued are only for business purposes and will be subject to the terms of this Agreement and any “Cardholder Agreement” provided to Cardholder. The Cardholder Agreement may be amended from time to time without notice to the Cardholder; however Cardholder will receive notification of any material change to the Cardholder Agreement that affects the Cardholder’s rights or obligations. Customer has the ability to create Cards on its own through the K2B Portal. Such Cards can be created with or without an individual’s name embossed on the Cards. Acceptance of Cards without a name embossed on the face of such Cards is at the discretion of Merchants. At its discretion, KeyBank may issue Cards that utilize magnetic stripe technology or are EMV Cards.

2.4 Definitions.

2.4.1 “ACH Transactions” will include both debit and credit transactions flowing through the Automated Clearing House system.

2.4.2 “Agreement” means this Key2Business Program Terms and Conditions, the Application, any ancillary documentation designating Participants or Cardholders, together with any other documentation requested by KeyBank to be completed by Customer in order to set up the Accounts under the Program.

2.4.3 “Account” means any account established by KeyBank pursuant to this Agreement in the name of Customer, its Participants and/or Cardholders, to which Debt is charged, regardless of whether or not a Card is issued. If designated by Customer on the Application, or thereafter through a Customer request, an Account may also include specialized Accounts designed for use without the issuance of a plastic card.

2.4.4 “Billing Cycle” “Billing Cycle” means the time period from when a Statement is generated until the next Statement is generated. Key Bank will use a predetermined regular cut-off time each day to determine which transactions will be included within a Billing Cycle.

2.4.5 “Business Day” shall mean each calendar day, excluding Saturdays, Sundays and any banking holidays observed by KeyBank.

2.4.6 “Cardholders” means the employees designated by Customer to receive Cards.

2.4.7 “Cash Advance” means all advances to get cash over the counter, through an ATM, or other “cash-like” transactions (such as purchasing a money order, traveler’s check, casino betting chip, or a lottery ticket) as determined by KeyBank.

2.4.8 “Charge(s)” means any and all transactions which post to an Account, including any amounts that are included within the definition of Debt in section 2.4 of this Agreement. There may be a lag in timing between when a transaction is authorized and when a transaction posts to the Account due to the intermediary processors used for a particular transaction.

2.4.9 “Debt” means all amounts charged to an Account including, without limitation, purchases, Cash Advances, charges, fees, transactions and all amounts related to charges that are owed to KeyBank by Customer, Participants and/or Cardholders.

2.4.10 “Designated Depository Account” shall mean any depository account, whether held at KeyBank or another financial institution, which Customer designates as the account to receive debits, whether such debits are one time electronic debits or automatic recurring electronic debits.

2.4.11 “EMV Card” means a Key2Business charge Card that is enabled with chip technology designed to provide enhanced security. KeyBank may choose, at its discretion, to issue EMV PIN-preferred, EMV signature-preferred or magnetic stripe Cards
“K2B Portal” shall mean the online web portal located at www.Key2BusinessCard.com provided to a Customer to access the Key2Business Program and effect certain actions such as viewing the Accounts, viewing the Statements, managing Account authorizations (subject to KeyBank override) and compiling Account reporting, among other things.

2.4.12 “Mastercard” shall mean, collectively, without limitation, Mastercard® USA, Inc. and/or Mastercard® USA, Inc. and/or Mastercard® International. Mastercard shall also be referred to as an **“Association.”**

2.4.13 “Merchant” means any entity that has entered into an agreement that governs that acceptance of Cards. “Association” means, collectively, the entities that govern Card issuance, including, without limitation, Visa® Inc., Mastercard® USA and Mastercard® International.

2.4.14 “IMARK” means IMARK Group.

2.4.15 “Operational Program Administrator” means an individual designated by the Primary Program Administrator to have the authority to request changes to the Key2Business program including, but not limited to, account opening, closing, demographic changes, spend limit controls, setup and management of users of Key2Businesscard.com.

2.4.16 “Participants” means the affiliates and subsidiaries of Customer that Customer has chosen to include in the Key2Business Program by providing a list in writing of the legal entity names of such subsidiaries and affiliates.

2.4.17 “Program” means all of the Accounts opened and/or issued under the Key2Business Program established under the Agreement.

2.4.18 “Primary Program Administrator” means an authorized signer of the Customer with the authority to request changes to the card program including, but not limited to, account opening, closing, demographic changes, spend limit controls, setup and management of users of Key2Businesscard.com and to designate Operational Program Administrators.

2.4.19 “Summary Cycle” shall be the period of time consisting of one month, measured either by a calendar month, or a rolling month period ending on the same day of the month each month, as determined by Customer during the initial set up. The Summary Cycle will contain a summary of all of the Charges for such Summary Cycle, some of which may have already been invoiced via an Invoice, and some of which will be invoiced as part of the Summary Statement.

2.4.20 “Statement(s)” shall refer to both Invoice(s) and Summary Statements(s). Invoices will post to the K2B Portal on the frequency selected in Section 3.3. Summary Statements will post to the K2B Portal at the end of the Summary Cycle. Summary Statements will clearly indicate and contain both previously invoiced Charges (if applicable) and also those Charges which have not yet been invoiced and are being invoiced by the Summary Statement.

2.4.21 “Vendor” means a person or entity that is a vendor of IMARK and/or any of its members. For the avoidance of doubt, the term “Vendor” shall not include Key.

3. BILLING AND PAYMENT.

3.1 Billing Generally. On the billing frequency selected in Section 3.3 below, KeyBank will post a Statement to the K2B Portal itemizing all transactions for the Billing Cycle. The amount shown on the Statement as the amount due (**“Amount Due”**) shall be due and payable in full to KeyBank in U.S. Dollars within fourteen (14) calendar days (the **“Payment Term”**). Customer understands it is required and agrees that it will use the K2B Portal to access its Statement each Billing Cycle on a timely basis. Note: Even though Customer is provided 14 days to pay its Statement in full before such Statement is considered past due and therefore late, depending upon the Customer’s ACL & PCL, KeyBank may not approve additional Charges to the Account that exceed the availability remaining under the Customer’s ACL & PCL.

3.2 Statement Dates and Posting of Statement. The Statement Date will be the day the Statement is created based on the Billing Frequency chosen by Customer during the Account set up and documentation process and the Statement Date will always be a Business Day. The Statement will contain all Charges since the last Statement through the end of the then current Statement Date. Statements will be posted to the K2B Portal on the Calendar Day following the Statement Date. Statement Dates will vary when the regularly scheduled Statement Date falls on a Weekend or Holiday as set forth in the table below:

Statement Date falls on Holiday or Weekend	Move Statement Date to
Sunday-Thursday	Next Business Day
Friday-Saturday	Previous Business Day

Additionally, if the regularly schedule Statement Date falls on the first day of the month, which happens to be a weekend or holiday, the Statement Date will always be the next Business Day.

3.3 Billing Frequency. All Customers will be billed via a Summary Statement which is posted to the K2B Portal at the end of the Summary Cycle, bearing the Statement Date and subject to the posting schedule set forth above. Additionally, during the Account set up and documentation process, Customers who are on central billing will also be provided the option to add an alternate billing option if such Customer also agrees to pay via Autopay as defined in Section 3.4.1 below (**“Flex Billing”**). The Flex Billing options available are:

- **Daily Option.** A Statement will be created each Business Day and posted to the K2B Portal on the following Calendar Day.

- **Weekly Option.** A Statement will be created on the recurring Business Day of the week chosen by Customer during the Account set up and documentation process.
- **Semi Monthly.** A Statement will be created on the 15th day of the month and the last Business Day of the month.

3.4 Payment. Customer must make payment to KeyBank (1) electronically as indicated below, (2) by wire, or (3) in person at a KeyBank branch.

3.4.1 Electronic Payments Options Approved by KeyBank.

- a. Customer may originate electronic payments through use of the K2B Portal.
- b. Customer may originate automatic recurring electronic debits from Customer's Designated Depository Account (such process sometimes referred to by KeyBank as Autopay -ACH Debit) via written instructions to KeyBank provided during Account set up and thereafter supplemented in writing from time. Customer acknowledges that the timing of the Autopay options may be limited based upon Customer's billing frequency as determined pursuant to Section 3.3 above. KeyBank will not accept ACH payments other than as set forth in this Section 3.4.

3.4.2 Authorizations and Agreements of Customer when Customer is using KeyBank to Originate Electronic Payments.

Where electronic payments are originated at KeyBank (or any agent of KeyBank) Customer irrevocably authorizes KeyBank (including any agent used by KeyBank to perform the services hereunder) to initiate:

- a. ACH Transactions requested by Customer (including the Primary Program and Operational Administrators or any other authorized agent of Customer) to be debited from any Designated Depository Account in order to collect payments from Customer on the Account. Additionally, the foregoing authorization also includes authorization to credit any such Designated Depository Account in order to refund any overpayment or processing error relating to Account.
- b. The foregoing authorization will remain in effect after termination of the Agreement until all of Customer's obligations to KeyBank under this Agreement have been paid in full.
- c. In the event Customer changes the authorization relating to any Designated Depository Account, including without limitation the Designated Depository Account number itself, the ACH debit and credit authorization established hereunder will apply to the new Designated Depository Account and Customer shall provide KeyBank such information regarding the new Designated Depository Account as KeyBank deems necessary to effect payments to and from the Designated Depository Account as provided under the Agreement. It may take KeyBank up to ten (10) business days after KeyBank's receipt of a written notice from Customer to reflect in its system any change to Customer's Designated Depository Account.
- d. At KeyBank's reasonable discretion, KeyBank has the right to delay crediting the Account with funds related to ACH Transactions in order to investigate any ACH Transactions related to suspicious or fraudulent activity or ACH Transactions for which KeyBank has not received funding. KeyBank will endeavor to investigate or process any delayed ACH Transactions expeditiously and will endeavor to notify Customer if any ACH Transactions are delayed for more than forty-eight (48) hours.

3.5 Timing of Crediting. Electronic payments will be credited no later than one (1) business day from the day KeyBank receives the funds.

3.6 Credit Balances. If there is a credit balance due on the Account and the Account has been closed then the Company may, through the Primary Program or Operational Administrators, request in writing a refund from KeyBank.

- 4. LIABILITY.** Customer is solely liable to KeyBank for all Debt incurred on all Cards and Accounts.
- 5. LIABILITY WAIVER.** Customer and Participant are protected by the Mastercard MasterCoverage® Liability Protection Program (collectively, the "**Association Program**"). In the event of employee misuse of a Card Account, provided that Customer or Participant promptly notifies KeyBank of the employee misuse and complies with the terms and conditions of the Association Program, the Association Program may assume liability for the resultant loss. Customer and Participant acknowledge and agree that liability waiver benefits are subject to Association rules, restrictions, limitations and exclusions and to the Association Program and related terms including, but not limited to, the amount of coverage. The Association Program is provided by the Association and is not governed, administered or underwritten by KeyBank.
- 6. LATE FEE.** If the Amount Due has not been paid by Customer, Participant and/or the Cardholder within the Payment Term, any unpaid portion of the Amount Due will be the amount past due ("**Past Due Amount**"). KeyBank has the right to (a) bill a Late Fee on all Past Due Amounts as specified in Section 9.2 below; (b) suspend or cancel any Account that is delinquent for two (2) or more Billing Cycles; and (c) recover any legal fees and/or other expenses incurred in collecting any Past Due Amount on any Account.

7. DISPUTED BILLINGS. All disputes about charges or billings for the Key2Business Program must be communicated in writing to KeyBank at the address or fax number provided on the Statement. KeyBank must receive written notification of a dispute within sixty (60) days after the date on the Statement on which the disputed or allegedly incorrect transaction first appeared. Association regulations govern the resolution of all billing disputes.

8. CLOSED, LOST OR STOLEN CARDS AND COMPROMISED ACCOUNTS.

8.1 Primary Program and Operational Administrators Duties to Close Accounts. The Primary Program or Operational Administrator, through the K2B Portal shall have the capability to close and/or terminate certain Accounts and thus it shall be the responsibility of the Primary Program or Operational Administrator to facilitate the timely closing or termination of Accounts resulting from (a) termination of employment of any Cardholder and/or termination of Cardholder's access to the Key2Business Program; (b) any canceled Card or closed Account due to a decision of Customer and/or Participant.

8.2 KeyBank Duties for Lost, Stolen or Compromised Accounts. Customer or Participant or Cardholder shall immediately notify KeyBank by telephone at 1-844-539-2287, or by a written confirmation addressed to Commercial Card Services, Attn: Fraud Dept., P.O. Box 3115, Southeastern, PA 19398 or by facsimile or other agreed to method of (a) any lost or stolen Card or compromised Account; or (b) any compromised information regarding Cards, Accounts or other sensitive data including, but not limited to, Account numbers, personal identification numbers, passwords or Cardholder information. Customer or Participant will provide, or cause Cardholder to provide, to KeyBank any information requested by KeyBank with respect to such Cards and/or Accounts. Customer, Participants and Cardholders will not be liable for unauthorized charges that occur after notification to KeyBank of the loss, theft or possible unauthorized use of such Cards and/or Accounts. Customer agrees to assist, and cause its Cardholders and Participant(s) to assist, KeyBank in determining the facts, circumstances and other pertinent information related to any loss, theft or possible unauthorized use of the Cards and to comply with such procedures as may be required by KeyBank in connection with the investigation. Such procedures may include the submission of pertinent information in writing, within sixty (60) days of the date of the loss, theft or possible unauthorized use. Notwithstanding the foregoing, KeyBank shall continue to process all claims for lost, stolen or unauthorized use. Customer acknowledges that by complying with all such procedures, losses by both parties may be limited. Subject to the terms set forth herein in this Section 8, KeyBank agrees Customer shall not be liable for fraudulent charges incurred or arising by the use of Cards and/or Accounts in the Key2Business Program once notification has been made to KeyBank and in any event, Cardholder's liability will not exceed fifty U.S. Dollars (\$50.00) per fraud event. It shall be in KeyBank's sole discretion to determine which transactions or series of transactions stem from a single fraud event. KeyBank is not responsible for controlling the use of any Cards or Accounts, other than as specifically provided herein, nor is KeyBank, in any event, liable for any employee misuse of a Card and/or Account.

9. FEES. The fees (collectively "Fees") listed below may apply to this Agreement. Failure of KeyBank to apply any fee or charge outlined in this Agreement at any time does not preclude KeyBank from ever applying such fee or charge.

9.1 NSF Fee. KeyBank may charge a non-sufficient funds fee ("**NSF Fee**") of fifteen U.S. Dollars (\$15.00) for any returned payment on an Account.

9.2 Late Fee. If any Account is not paid in full within the Payment Term, KeyBank may charge a Late fee ("**Late Fee**") of (a) two-and-one-half percent (2.5%) of the Past Due Amount not paid within the Payment Term, and (b) two-and-one-half percent (2.5%) of the Past Due Amount not paid by each subsequent Billing Cycle. The minimum Late Fee on any Account is two U.S. Dollars (\$2.00).

9.3 Foreign Transaction Fee. KeyBank currently charges a three percent (3%) foreign transaction fee ("**Foreign Transaction Fee**") for any transaction that takes place outside of the United States that is not in U.S. Dollars. KeyBank reserves the right to raise the fee with sixty (60) days prior written notice to Customer. If a Card has been used to purchase goods or services, or to obtain cash in a country other than the U.S.A., the Statement may reflect the conversion into U.S. Dollars of transactions which occurred in a different currency and an applicable exchange rate.

9.4 Statement Copy Fee. Through the K2B Portal, Customer may retrieve copies of Statements dated a date no older than two (2) years prior to the request date at no cost. For any Statements bearing a date older than two (2) years from the request date, KeyBank may charge a Statement Copy Fee of ten U.S. Dollars (\$10.00) for each statement copy.

9.5 Draft/Receipt Copy Fee. Through the K2B Portal, Customer may access copies of posted drafts/receipts. If the draft/receipt that Customer desires is archived, KeyBank may charge a draft/receipt copy fee of five U.S. Dollars (\$5.00) for each draft or receipt copy requested.

9.6 Expedited Card Delivery Fee. KeyBank may charge an expedited card delivery fee of twenty U.S. Dollars (\$20.00) for each expedited shipment of Cards.

9.7 Cash Advance Fee. KeyBank charges a Cash Advance Fee of the greater of either three percent (3%) of the transaction amount or two U.S. Dollars (\$2.00).

9.8 ACH Research Fee. KeyBank will conduct research at no charge for the first two hours. If the ACH item requires more than two (2) hours of research, a research fee of twenty-five U.S. Dollars (\$25.00) per hour (billed in full hour increments) will automatically be charged to the statement. If the ACH research takes more than four (4) hours in total, Primary Program or Operational Administrators will be contacted to determine if research should or will be continued.

10. NO THIRD PARTY BENEFICIARIES/THIRD PARTY CLAIMS. Services provided by KeyBank are for the sole and exclusive benefit of Customer, and no other persons or organizations shall have any of the rights and remedies arising under this Agreement. Customer agrees to indemnify, defend and hold KeyBank harmless from and against any and all claims, demands, expenses, losses, liabilities and damages of third parties of any nature whatsoever, including, without limitation, reasonable attorney fees and court costs at trial or appeal arising directly or indirectly from any service delivered to Customer pursuant to this Agreement.

11. CONFIDENTIALITY. The Key2Business Program is a unique service involving proprietary information of Key. Customer agrees that the Key2Business Program reports, manuals, documentation, systems, processes and related materials, whether or not in writing, are confidential and will be circulated only to employees and agents of Customer, and only to the extent necessary for Customer to participate in the Key2Business Program. KeyBank will maintain all non-public data relative to Customer as confidential information subject to KeyBank's privacy policy.

12. TERM, TERMINATION, AND SUSPENSION. This Agreement will remain in effect for three (3) years from the Effective Date (the "Base Period") and will continue thereafter until terminated in accordance with this Section 12. After the completion of the Base Period, either party may terminate this Agreement without cause, at any time, upon ninety (90) days prior written notice to the other party. Any such written notice of termination must state the effective date of termination. All Cards and Accounts shall be canceled as of the effective date of termination.

12.1 Termination for Cause by Either Party. Either party may terminate this Agreement immediately at any time by written notice to the other party upon any of the following events: (a) dissolution or liquidation of the other party or the other party's parent company; (b) insolvency of, the filing of a bankruptcy or insolvency proceeding with respect to, or the appointment of a receiver or trustee for benefit of creditors of the other party or parent thereof, or the entering by the other party into any other similar proceeding or arrangement for the general benefit of its creditors; (c) any failure to perform a material obligation of this Agreement, including without limitation the failure of Customer to make timely payments as set forth in Section 3; (d) if any material statement, representation or warranty of a party, its affiliates or parent at any time furnished to the other party is untrue in any material respect when made; or (e) a material breach of any other agreement entered into by the parties.

12.2 Termination for Cause by Customer. Customer may terminate this Agreement at any time by providing ten (10) days prior written notice to KeyBank upon KeyBank's reduction of Customer's PCL or ACLs, as defined in Section 16, if such reduction has materially and adversely affected Customer's utilization of the Key2Business Program.

12.3 Termination for Cause by KeyBank. KeyBank may terminate this Agreement at any time by providing ten (10) days prior written notice to Customer upon any of the following events: (a) Customer Transfer Event (as such term is defined in Section 26 below), (b) a material adverse change in the business prospects or financial condition of Customer; or (c) the overall relationship is unprofitable for KeyBank such that Customer's actual annual spend on a rolling twelve (12) month basis does not equal or exceed at least fifty percent (50%) of Customer's estimated annual spend as stated by Customer in the Application. (d) where KeyBank becomes aware that Customer has ceased to be a member of, or otherwise in good standing with, IMARK, or is otherwise delinquent with any other IMARK Vendor.

12.4 Effect to Termination. Upon termination of this Agreement for any reason, Customer and any Participants shall destroy all Cards and return any and all of KeyBank's confidential or proprietary information to KeyBank. Customer will remain liable for all Debt incurred or arising from the use of a Card or Account prior to the termination date. Upon cancellation of an Account or termination of this Agreement, Customer, Participant and/or Cardholder will cancel the billing of all recurring transactions to an Account ("Trailing Transactions"). Notwithstanding any term to the contrary, Customer is solely liable to KeyBank for all Trailing Transactions. KeyBank may suspend any Card and/or Account at any time for any reason. Rights, obligations and liability that arise prior to the suspension or termination of this Agreement, shall survive the suspension or termination of this Agreement.

13. LIMITATION OF LIABILITY. IN NO EVENT SHALL CUSTOMER, PARTICIPANT(S), KEYBANK OR ANY AFFILIATE OF KEYBANK BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES OF ANY NATURE.

14. WARRANTIES. Each party represents and warrants to the other party that (a) this Agreement is valid, binding and enforceable; (b) the execution of this Agreement and the performance of its obligations are within such party's powers and have been authorized by all necessary action; and (c) the execution of this Agreement does not constitute a breach of any other agreement or duty arising in law or equity. Customer represents and warrants to KeyBank that (a) all information provided to KeyBank is true, complete and accurate; (b) it has and continues to comply with all applicable laws, rules, regulations and requirements or governmental authorities related to the use of the Card and Accounts and participation in the Key2Business Program; (c) it possesses the financial capacity to perform all of its obligations under this Agreement at the Effective Date and upon each transaction or use of a Card or Account during the term of this

Agreement and (d) that this transaction is within the scope of the normal course of business and does not require further authorization for Customer to be bound by the Agreement. Any breach of this Section shall constitute a material breach of this Agreement and, upon written notice the non-breaching party may immediately terminate this Agreement. EXCEPT AS EXPRESSLY PROVIDED HEREIN, KEYBANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OF MERCHANTABILITY, EITHER TO CUSTOMER OR TO ANY OTHER PARTY IN CONNECTION WITH THIS AGREEMENT OR WITH RESPECT TO SOFTWARE PRODUCTS PROVIDED OR MADE AVAILABLE TO CUSTOMER FOR ITS USE BY KEYBANK IN CONNECTION WITH THIS AGREEMENT.

15. FINANCIAL INFORMATION. Since this Agreement is for an extension of credit with a financial institution and not a vendor services agreement, Customer shall provide information as requested by KeyBank to perform periodic credit reviews. Unless such information is publicly available or available through KeyBank's parent company or any of its subsidiaries, Customer shall provide the last three (3) years of annual financial statements. If the initial set of financial statements is older than five (5) months when provided, Customer must also provide interim financial statements. Annually thereafter, as soon as available and, in any event, not later than one hundred twenty (120) days after the end of each fiscal year of Customer, Customer must provide the previous year's financial statements. KeyBank prefers audited financial statements that have been prepared by Customer's independent certified public accountant. In the event KeyBank requires additional information to conduct its review of Customer, Customer agrees to provide to KeyBank such other information regarding the business, operations, affairs and financial condition of Customer as KeyBank may reasonably request. Such information may include, but is not limited to, quarterly financial statements, organizational charts, executive biographies and other formal documentation.

16. AGGREGATE PROGRAM CREDIT LIMIT AND ACCOUNT CREDIT LIMITS; SUSPENSION OF CREDIT. Subject to credit approval by KeyBank, an Account Credit Limit (an "ACL") for each Account and an Aggregate Program Credit Limit ("PCL") for all Accounts shall be established by KeyBank pursuant to this Agreement. The Primary Program or Operational Administrators may also adjust an individual ACL (subject to override by KeyBank), but may not change the PCL. Additionally, if Customer has chosen during Account set up to allow its Cardholders to request Cash Advances, KeyBank is not obligated to approve any Cash Advance that exceeds ten percent (10%) of the PCL for such Account.

16.1 Revising the PCL. KeyBank, at its sole discretion, shall have the right to revise the PCL. KeyBank shall provide notice to Customer of any decrease in the PCL which results in a revised PCL that is lower than the aggregate current amount outstanding on all Accounts. Upon such notice, Customer shall have ten (10) days to make a payment to KeyBank that is sufficient to reduce the aggregate current amount outstanding to an amount that is equal to or less than the revised PCL.

16.2 Revising ACLs. The Primary Program or Operational Administrators may revise an ACL through the K2B Portal subject to override by KeyBank. KeyBank shall have the right at any time, in its sole discretion, to revise any ACL.

16.2.1 Customer Accounts. If Primary Program or Operational Administrators decreases an ACL such that the decrease results in a revised ACL that is lower than the aggregate current amount outstanding on the Customer Account, Primary Program or Operational Administrators shall advise Customer and cause Customer to make a payment within ten (10) days to KeyBank on the Customer Account that is sufficient to reduce the aggregate current amount outstanding for such Account to an amount that is equal to or less than the revised ACL. KeyBank shall provide notice to Customer of any decrease in an ACL which results in a revised ACL that is lower than the aggregate current amount outstanding on the Account. Upon such event, Customer shall have ten (10) days to make a payment to KeyBank on the Account that is sufficient to reduce the aggregate current amount outstanding for such Account to an amount that is equal to or less than the revised ACL.

16.2.2 Cardholder Accounts. KeyBank, at its sole discretion, and Primary Program or Operational Administrators, subject to override by KeyBank shall both have the right to revise any ACL and/or limit spending activity on any Cardholder Account. No notice is necessary to Customer or Cardholder as to any revision of the ACL on a particular Cardholder Account.

16.2.3 Fraudulent Activity. KeyBank may temporarily revise any ACL and/or limit spending activity on any Account for which fraudulent activity is suspected.

16.3 Suspension. KeyBank may suspend any and all charging privileges of Customer, Participants and/or Cardholders if Customer fails to make payment to KeyBank in a timely manner under Section 3 of the Agreement, or any other provision of this Agreement.

17. CHANGE IN TERMS OF THE AGREEMENT. KeyBank may change the terms of this Agreement at any time by giving Customer written notice. If permitted by applicable law, the changes will apply to existing Account balances as well as future transactions. If Customer refuses to accept the changes, Customer must notify KeyBank in writing within thirty (30) days from the date of the notice that Customer refuses to accept the changes and elects to terminate this Agreement. Should Customer elect to terminate this Agreement pursuant to this Section, all Debt outstanding shall become due and payable by Customer to KeyBank, according to the terms of the existing Agreement. Customer will also be responsible for ensuring the destruction of all Cards.

- 18. MERCHANT CATEGORY CODES.** KeyBank will implement standard charge authorization procedures designed to prevent or restrict usage of Cards or Accounts for purchases based on Merchant Category Codes (“MCCs”). Certain MCC designations will not be able to be altered if KeyBank deems the transacting of business with such MCCs to be in contravention of any law, regulation, guidance or sound banking practice; all other MCC restrictions may be modified by Customer or Participant at any time upon written notice to KeyBank. KeyBank has no liability for transactions declined or approved contrary to the intent of Customer. MCC restriction capabilities are limited to the extent accurate MCC data regarding the transaction authorization request is received and the accurate designation of such MCC by the Association and Merchant. MCC designation is determined by the Association and the Merchant.
- 19. REGISTERED MARKS AND TRADEMARKS.** Neither party has any right or otherwise, in or to any name, logo, copyright, service mark or trademark owned or licensed by the other party.
- 20. NOTICES.** Except as specified in Section 8 or otherwise in this Agreement, Customer shall send all notices to KeyBank in writing to KeyBank c/o Card Services, 1550 Liberty Ridge Drive, Wayne PA, 1980 via either U.S. mail postage prepaid or hand delivery. KeyBank shall provide notice to Customer electronically through the K2B Portal, or via either U.S. mail postage prepaid or hand delivery to the address listed on the Application attached hereto. Customer hereby agrees that the Primary Program Administrator designated in Section 1 of the Key2Business Application shall be deemed an authorized officer to receive any and all late notices, default notices, suspension notices and/or termination notices regarding any Card and/or the entire Key2Business Program. KeyBank may post to the home page of the K2B Portal important information regarding changes, enhancements, modifications or other important information affecting the Key2Business Program, which information KeyBank will leave posted for a period of time no shorter than thirty (30) calendar days. Customer agrees that KeyBank’s posting of such information to the home page of the K2B Portal constitutes notice to the Primary Program Administrator (and thus Customer) of such changes, including without limitation changes being made under Section 17 hereunder. Furthermore, Customer agrees that any information sent to the Program Administrator using the e-mail address of the Primary Program Administrator within the K2B Portal shall also constitute sufficient notice by KeyBank to Customer hereunder. Either party may change its notification address by written notice to the other.
- 21. GOVERNING LAW.** The validity, interpretation and performance of this Agreement will be conducted by and construed under the laws of the State of Ohio, (without giving effect to the conflict of law principles thereof) and applicable federal laws. Additionally, with respect to automated clearing house (“ACH”) transactions, the parties agree to be bound by the provisions of the NACHA Operating Rules.
- 22. EMPLOYMENT OF AGENTS.** KeyBank may, at its sole discretion, employ agents to perform part or all of its obligations under this Agreement at any time without the consent of Customer, provided, however, that such action shall not affect its obligations to Customer hereunder.
- 23. CROSS-COLLATERALIZATION.** Customer agrees that if it has entered into other lending arrangements with KeyBank, and the obligations of Customer to KeyBank are secured by security interests, assignments, mortgage liens, deeds of trust, guaranties or other security documents (collectively the “Security Documents”), then the obligations of Customer to KeyBank under this Agreement shall become part of the Indebtedness, the Obligations and/or the Secured Obligations (as such terms are defined in the aforementioned Security Documents) and thereby the obligations of Customer to KeyBank under this Agreement shall also be secured by such security interests, liens and guaranties.
- 24. SET-OFF.** Customer acknowledges that if Customer fails to pay when due any amount due by Customer to KeyBank (including payment in full of each monthly billing statement) then KeyBank is entitled to exercise its right of set-off in any and all deposit accounts of Customer maintained at KeyBank together with any other sums at any time credited by or due from KeyBank to the Customer and any cash, securities, instruments or other property of the Customer in the possession of KeyBank, whether for safekeeping or otherwise, or in transit to or from KeyBank whether or not demand has been made and whether or not other collateral is then available. Additionally Customer agrees that it shall not be deemed a waiver of KeyBank’s set-off rights should KeyBank choose not to exercise its set-off rights from time to time.
- 25. ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided, however, that Customer may not assign or transfer its interests, rights or obligations under this Agreement or any order by written agreement, merger, consolidation, operation of law or otherwise (herein defined as a “Customer Transfer Event”), without the prior written consent of an authorized executive officer of KeyBank. Any attempt to assign this Agreement by Customer shall be null and void. Furthermore, for the purposes of this Agreement the acquisition of an equity interest in Customer of greater than 25 percent (25%) by any third party shall be considered an “assignment”.
- 26. CUSTOMER SERVICE.** Customer or Cardholder will contact KeyBank’s designated customer service center twenty-four (24) hours a day, seven (7) days per week at 1-866-290-7700.

For KeyBank Use Only	
Tin # (required):	
Account # (optional):	
Document type:	Treasury Services Agreement
Aux doc type:	Key2Business Automatic Payment Authorization Form
Contact name:	
Phone:	
Agreement modified:	<input type="checkbox"/> YES <input type="checkbox"/> NO

Key2Business Automatic Payment Authorization Commercial / Central Pay Form

This Payment Authorization is made in connection with the Key2Business Terms and Conditions entered into by Customer and KeyBank, and if applicable the Participation Addendum executed in conjunction therewith by Customer, Participant and KeyBank. In this Automatic Payment Authorization (herein the "Authorization"), "Company" shall mean either the Customer or the Participant signing below. Capitalized terms not defined herein shall have the meanings set forth in the Key2Business Terms and Conditions and/or Participation Addendum.

Authorization: Until revocation in writing by Company (including a reasonable amount of time for KeyBank to act), the Company executing below authorizes KeyBank to initiate automatic debits from the checking or savings account of Company designated below (the "Depository Account") to make payments to Customer's Key2Business Account in the amounts and frequency set forth in this Authorization. Company agrees the automatic debit amounts may vary and will be in an amount equal to the Amount Due on the billing Statement. Company further acknowledges and agrees that the frequency of the automatic debits is dependent upon the billing cycle chosen by Customer and therefore may be monthly or semi-monthly. Further, if the Company specified below is the Customer, Company authorizes KeyBank to automatically deposit into the Depository Account designed below any rebate due to Customer under the Agreement. All for the forgoing collectively referred to herein as the "Authorizations". Further, in accordance with the Key2Business Terms and Conditions, Customer acknowledges that if there are non-sufficient funds (NSF) in the Depository Account on the payment date specified below, KeyBank will apply a \$15.00 fee per NSF transaction to the Key2Business Account if payment is not completed for the entire Amount Due.

Account Information
Please check one: <input type="checkbox"/> Setup <input type="checkbox"/> Change <input type="checkbox"/> Cancel
Company Information
Company Name:
Company Address:
Company City, State, Zip:
Company Contact:
Company Contact Phone Number:
Company Email:

Initiate debit from one of the following compan accounts maintained at a financial institution located in the United States (the "Depository Account"). Accounts located at a financial institution outside of the United States will not be accepted.

Payment Type	Financial Institution Name	Routing/Transit Number (9 digits)	Account Number (maximum 14 digits)
Checking			
Savings			

To make payment to the following customer account:

Key2Business Account Number

Select Payment Date

_____ business days after the Key2Business Statement is posted to the Key2Business.com portal (Choose 1 to 8 business days after Statement posting). Please note that the debit to the Depository Account will be initiated on the date selected. Also payment to the Key2Business Account will be posted on such date, subject to reversal for non-sufficient funds or any other failure to consummate the payment transaction.

Note: Payment does not include disputed amounts.

Confirmation of Payment Setup

KeyBank will confirm your setup. Until then, please make arrangements to have Customer's Key2Business Statement paid timely through alternative means. After your setup is complete, the automatic payment amount(s) and date(s) will be clearly indicated on Customer's Key2Business Statement to confirm the date and amount of the automatic payments. Company should refer to its depository institution indicated above for information as to confirmation of debit amounts and dates. Company may also need to provide information to its financial institution before it will allow KeyBank to withdraw funds from Company's Depository Account. This will allow Company's financial institution to identify incoming requests from KeyBank as legitimate withdrawals. TR Number: 041001039 / Company Number: 1041001039

Confirmation of Payment Setup

By signature of Company's authorized signers, Company:

- Company represents and warrants that the individuals signing below are authorized by Company to legally bind Company,
- Company is the legal owner of the Depository Accounts identified above
- Company makes the authorizations set forth above, and
- Company indicates its agreement to all of the statements, terms and conditions set forth in this Authorization.

Name & Title	Company Name
Signature	Date

Important Client Action Item: After executing, please scan and email (via secure mail) this form to CCDO_Key2Business_Card_Team@Keybank.com and copy your Treasury Payment Advisor and/or Relationship Manager.

