

Northern Trust Federal and State Tax Payment Terms and Conditions

These Terms and Conditions are entered into between the entity which has signed the Northern Trust Tax Payment Service Setup Form (Company) and the Northern Trust Bank where you have your account (Bank).

I. THE SERVICE

1. Description of Service. Bank's Northern Trust Tax Payment Service (Service) is a tax payment service designed to enable Company to initiate its tax payments via telephone or via the internet.

Bank shall process the instructions communicated by Company in using the Service to post debits to the Account (hereinafter defined). Bank will send monies to appropriate agencies (the Agencies) via ACH on the tax due date. Company shall be entitled to rescind its instructions and withdraw such amounts prior to the time such monies have been sent to the appropriate agencies if Company notifies Bank in time for Bank to act. Except to the extent inconsistent with the Terms and Conditions, Bank's Terms for Automated Clearing House Services, as in effect from time to time, shall apply to the Service.

1.2 Electronic Federal Tax Payment System (EFTPS). Bank will electronically enroll Company in the Electronic Federal Tax Payment System (EFTPS). Electronic enrollment will allow Bank to process Company's tax payments in compliance with EFTPS for Bank's Tax Payment System only. If company chooses to pay Federal taxes by any other means, those payments may not be EFTPS compliant.

1.3 Access Code and Personal Identification Number Protection. Company shall control the distribution and maintain the confidentiality of the access code number ("ACN") and the personal identification number ("PIN") assigned by Bank. Company shall have sole responsibility for any use by anyone of its ACN or PIN. If Company becomes aware of the unauthorized use of either the ACN or PIN, or suspects that an unauthorized use may occur, Company will immediately communicate this information to Bank. Upon receipt of this information, Bank will notify Company as to appropriate action by inactivating current PIN and assigning new PIN. As a further step, if necessary, Bank will direct Company to assign a new ACN and PIN. Bank will notify company as to appropriate action, via tax payment product manager.

II. COMPANY RESPONSIBILITIES

2.1 Power of Attorney. Company designates Bank as Company's agent to make, on the respective tax payment due dates, the tax payments initiated by Company hereunder. Company hereby appoints Bank as Company's attorney-in-fact in connection with the preparation and submission of such tax payments (the "Power of Attorney"). The Power of Attorney shall remain in effect during the term of the Service.

2.2 Complete Client Information. Prior to the initiation of the Service, Company shall complete and return the Setup Form and IRS Form 8655 which was provided by Bank to the address on the Setup Form.

2.3 Furnish Requested Data. Company shall furnish Bank with all requested data at the times and in the manner specified by Bank. Bank shall be entitled to rely upon the accuracy of the data furnished by Company to Bank.

2.4 Maintain Account. Company shall open and maintain with Bank a commercial demand deposit account from which debits hereunder will be made (the “Account”). The Account shall not be used for personal, family or household purposes. Company hereby authorizes Bank to charge the Account for all amounts necessary to perform the Service and for the Bank’s service fees and charges from time to time, including but not limited to Bank’s fee for the Service, if any. Company agrees to deposit and maintain in the Account sufficient available funds to cover all debits and charges contemplated hereunder.

2.5 Data Transmission. Company assumes the risk of failure of the internet, the telephone or other communications facility to transmit the data accurately or at all to Bank in time for Bank to perform the Service. The occurrence of an error in transmission or the failure of the internet, the telephone or other communications facility shall not relieve Company of its obligation to deposit funds to the Account.

2.6 Maintain Records. Nothing herein shall relieve Company of any duty regarding the maintaining of records or from employing adequate audit, account and review practices. Company shall promptly review for accuracy all records and information delivered from time to time to Company by Bank, including but not limited to requests for confirmation of tax payment information, and will immediately notify Bank of any errors. Company shall record and maintain a record of the “confirmation number” provided to Company during each use of the Service. Company shall maintain all source documents, processed data and audit records. Bank shall not be required to keep Company’s source documents.

2.7 Use of Service. Company shall use the Service solely on behalf of Company itself. Company shall not use the Service if Company is or becomes subject to Section 7512 of the Internal Revenue Code of 1986, 26 U.S.C. Sec. 7512 (regarding separate accounting by persons notified of their failure to handle certain taxes properly) or any similar requirement. Company shall follow any instructions of Bank regarding the manner of using the Service.

2.8 Representation and Warranties. Company represents and warrants to Bank the following:

- (a) Company is validly existing and in good standing under the law of its State of organization;
- (b) Company’s entry into and performance of this Terms and Conditions, execution and delivery of the Setup Form and IRS Form 8655 and use of the Service are within Company’s powers, have been authorized by all necessary action, have received all necessary approvals of governmental or regulatory agencies having jurisdiction over Company, and do not contravene or conflict with Company’s charter or by-laws or any law, regulation, order, decree or agreement binding on Company;
- (c) The Setup Form and IRS Form 8655 have been executed by an authorized officer of Company and are in full force and effect, and this Terms and Conditions constitutes the legal, valid and binding obligation of Company, enforceable in accordance with its terms; and
- (d) All information provided by Company to Bank in connection with the Service, whether on the Setup Form, or IRS Form 8655, by internet or telephone transmission in the course of using the Service, or otherwise, is true and correct and not misleading.

Each use by Company of the Service constitutes a representation and warranty that the statements in (a) through (d) above are true and correct as of the date of such use.

2.9 Fees. The standard fees to use this service include the following: \$5.00 for each Federal or State Tax Payment initiated using either the Telephone or Internet; Confirmation of Payment: \$2.00 fee for Mail receipt; \$1.00 for Fax receipt. Optional Recap Reports: Monthly – Federal and State: \$25.00; Quarterly – Federal and State: \$25.00. There will also be an initial enrollment fee of \$7.50 and a \$5.00 file maintenance fee for any changes to the information on file.

III. BANK RESPONSIBILITIES

3.1 Condition Precedent; No Waiver. Compliance by Company in each and every respect with these Terms and Conditions shall be a condition precedent to the responsibilities of Bank hereunder. No action or inaction by Bank shall constitute a waiver of any obligation of Company under these Terms and Conditions (except to the extent of any express written waiver signed by Bank, which shall be deemed to be limited to the specific instance and for the specific purpose for which given).

3.2 Issue PIN and ACN. Upon receipt of the Setup Form and IRS Form 8655, Bank shall issue the PIN and ACN ten business days later, which Company may use to initiate its tax deposits via the Service.

3.3 Prepare and Submit Tax Payments. Provided Company duly initiates the tax payment before 3:00 p.m. Central Time on the banking day prior to the specified tax due date, Bank shall:

(a) debit the Account in the amount specified and

(b) make the tax payment for and on behalf of Company on the tax due date

3.4 Hours of Operation. 7:00 a.m. – 3:00 p.m., Monday through Friday, excluding holidays and weekends. Payments requested 3:00 p.m. – 11:00 p.m., Monday through Friday will be processed the next business day.

IV. INDEMNIFICATION; LIABILITY

4.1 Indemnification. Company will indemnify Bank and hold Bank harmless against all liability, loss, damage or expense (excluding routine operating expenses), including attorneys' fees, which Bank incurs or which Bank may incur by reason of these Terms and Conditions or Bank's performance of the Service for Company, except to the extent caused solely by Bank's willful misconduct or failure to exercise ordinary care.

4.2 Bank Liability. Bank will be liable to Company under or in connection with these Terms and Conditions only to the extent of Company's losses caused solely by Bank's gross negligence or willful misconduct. Bank's liability hereunder shall be limited to the amount of penalty actually imposed by a government authority on Company for failing to make the payment contemplated by the Service on time by reason of the Bank's willful misconduct or gross negligence. Company will not pay or agree to pay any such penalty without first consulting with Bank and permitting Bank to raise and pursue any reasonable objection by appropriate steps.

4.3 Special, Incidental or Consequential Damages. In no event shall Bank be liable for any special, incidental or consequential damages under or in connection with these Terms and Conditions.

4.4 Ordinary Care. Establishment of and substantial compliance with reasonable procedures intended to implement the Services shall be deemed to constitute the exercise of ordinary care by Bank; occasional unintentional deviations from such procedures shall not be deemed a failure to exercise ordinary care in respect of the transactions in which deviations occur. The failure by Bank to perform any service hereunder shall not be considered to be due to failure to exercise ordinary care if the failure to perform is due to any act or failure to act by Company, mechanical failure of Bank's equipment, computer malfunctions, power failure, strike or lock-out, fire or other casualty, riot or civil commotion, windstorm, earthquake, flood or other Act of God, delay in transportation, governmental regulation or interference, or any event beyond the control of Bank.

4.5 Interruption of Service. Interruption of performance of the Service for any exception set out in Section 4.4 or for any other reason shall not necessarily relieve Company of its obligation to make any tax payment contemplated by the Service, and Bank shall incur no liability to Company for failure of Company to make such payment except as specifically set out herein.

V. GENERAL

5.1 Termination. Either party may terminate the Service (a) by giving thirty days' prior written notice thereof to the other party or (b) at any time by written notice to the other party in the event of any violation of these Terms and Conditions by such other party. Termination shall not relieve Bank of its obligation to perform the Service with respect to a tax payment for which all required data have been received (and available funds in the full amount of which have been debited from the Account) before the termination date.

5.2 Amendments; Entire Agreement. The Bank may amend the terms of these Terms and Conditions by providing notice to the Company. These Terms and Conditions constitutes the entire agreement of the parties concerning the subject matter hereof and supersedes any prior or contemporaneous oral or written understandings.

5.3 Notices. Notices to Bank regarding the Terms and Conditions or the Service shall be deemed to be given when received by Bank's Northern Trust Passport for Treasury Tax Payment Service Product Manager at the following address: The Northern Trust Company, 50 South LaSalle Street, ATTN: Tax Payment Service Product Manager, Chicago, Illinois 60675 or at such other address as Bank may hereafter instruct Company for such purpose.

5.4 Governing Law. The Agreement shall be governed by the laws of the State of Illinois.