



## Bank Services Guide

AirNet Systems, Inc. ("AirNet") wants to ensure that its banking customers fully understand the contractual terms and conditions that govern the transportation of their shipments by AirNet. Many of AirNet's banking customers have entered into formal written agreements with AirNet. For these customers, the terms and conditions set forth in their formal agreements govern the transportation of their shipments by AirNet. For AirNet's banking customers that have not entered into formal written agreements with AirNet, the following contractual terms and conditions shall govern the transportation of their shipments by AirNet. Except where such terms and conditions set forth below specify that they are applicable to weekday cash letter services, the terms and conditions set forth herein shall apply to all transportation services provided to customer by AirNet. A customer's use of AirNet's air transportation services after October 15, 2007 shall constitute customer's acceptance of the terms and conditions contained in this Bank Services Guide and customer's agreement to be bound by such terms and conditions.

### Terms and Conditions of Carriage

**Rates.** The rates for transportation services that AirNet establishes for each of its banking customers is based upon a variety of factors, including but not limited to, dispatch locations (city of shipment origination), delivery locations, pick-up and delivery times and average shipment weights. The rates for transportation services that AirNet has established for any banking customer that does not have a formal written agreement with AirNet, including any applicable surcharges, are subject to amendment or modification by AirNet upon fifteen (15) days advance written notice to customer.

**Limits of Liability and Liabilities Not Assumed.** Except for certain "reconstruction costs" as discussed below, AirNet's maximum liability for any loss, damage, delay, disappearance or any other claim related to a shipment is \$100, unless the customer declares a higher value for the shipment on an airbill and pays an additional charge. AirNet's banking customers who desire to declare a value higher than \$100 on a shipment should obtain one of AirNet's standard four part airbills from its bank services representative and declare such higher value on the airbill. AirNet's maximum liability on shipments with higher declared values is subject to the limitations discussed below under "Declared Value Limits".

AirNet does not assume, and shall not be liable for, any of the following:

- loss of interest or float;
- the face value of any checking or other item;
- any stop payment fees on any loss, stolen or damaged checking or other item; or
- any other damages in excess of the limitations of liability set forth herein.

**AIRNET WILL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF INCOME, WHETHER OR NOT AIRNET HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.**

**Declared Value Limits.** A customer may elect to declare a higher valuation for loss or damage purposes (other than damages caused by delay) by designating the amount in the Declared Value space on the face of AirNet's standard four part airbill and paying a fee (currently \$0.55 per \$100) for any valuation in excess \$100. Declared values for items of extraordinary value cannot exceed \$500. Items of extraordinary value include shipments containing such items as artwork, jewelry, furs, film, precious metals, cash, negotiable instruments or other unique one-of-a-kind items or documents. For all other shipments, the declared value may not exceed \$10,000. In the event customer should

declare a higher shipment valuation as permitted hereunder, AirNet's maximum liability shall be the value so declared or the actual value of the shipment, whichever is less. Customer is responsible for proving the actual value of the loss or damage to a shipment.

**Limits of Liability on International Shipments.** If a shipment involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention, as amended by the Montreal Protocol No. 4 and the Montreal Convention (collectively, the "Warsaw Convention"), may apply and limit the liability of AirNet for any loss, delay or damage to the shipment. In the event the Warsaw Convention does not apply to an international shipment, the limits of liability set forth above with respect to domestic shipments shall apply to such international shipment.

**Tier Surcharges on Weekday Cash Letter Services.** Commencing on November 19, 2007, certain delivery surcharges (a "Tier Surcharge") are applicable to weekday cash letter services based upon the city of delivery. AirNet has divided the cities where it provides by its weekday cash letter services into four (4) tiers. Cities included in each tier are as follows:

- **Tier 1.** Atlanta, Baltimore, Boston, Charlotte, Chicago, Cincinnati, Cleveland, Columbus, Dallas, Denver, Hartford, Jacksonville, Los Angeles, Milwaukee, Minneapolis, New York, Orlando, Philadelphia, Pittsburgh, and St. Louis. Cities in Tier 1 are comprised of those cities which are commonly referred to as the "core" cities in which AirNet provides weekday bank services.
- **Tier 2.** Birmingham, Buffalo, Des Moines, Detroit, Indianapolis, Kansas City, Louisville, Memphis, Miami and Richmond.
- **Tier 3.** Albany, Houston, Nashville, Oklahoma City, Omaha, Phoenix, Salt Lake City, San Antonio, Seattle and Tampa.
- **Tier 4.** Baton Rouge, Billings, Boise, Charleston, Dayton, Fort Wayne, Green Bay, Helena, Jackson, New Orleans, Portland, Raleigh/Durham, Reno, San Francisco and Utica. Tier 4 Cities also shall include any other cities where AirNet provides services that are not otherwise included in Tiers 1 through 3.

No Tier Surcharge will be due with respect to any deliveries to a city in Tier 1. For shipments destined for delivery to a city in Tier 2 through Tier 4, the Tier Surcharge set forth below shall be assessed. Only one Tier Surcharge will be assessed for all shipments scheduled for delivery in a city in Tier 2 through Tier 4.

<u>City Tier</u>	<u>Tier Surcharge</u>
Tier 2	\$25.00
Tier 3	\$35.00
Tier 4	\$45.00

**Weekday Cash Letter Service Cancellations and Weekday Core Support Charge.** Customers using AirNet's weekday cash letter services on or after October 15, 2007 will be subject to a "**Weekday Core Support Charge**" that will be assessed upon the cessation of certain weekday cash letter services. The "Weekday Core Support Charge" will be assessed when a customer ceases weekday cash letter services from each scheduled pick-up of shipments in a given city at a given time (commonly referred to as a "dispatch"). A cessation of services shall be deemed to have occurred on the date customer notifies AirNet that such weekday cash letter services will no longer be necessary from a given dispatch or, in the absence of such notice, thirty (30) days after the date customer last used weekday cash letter services from such dispatch. The Weekday Core Support Charge will not be applicable to any dispatch cancellations that were communicated to AirNet, in writing, prior to October 15, 2007.

The Weekday Core Support Charge shall be equal to fifty percent (50%) of the fixed daily transportation fees paid by customer (in effect for such dispatch at the time shipments cease) multiplied by the number of weekday service days associated with such dispatch that are scheduled to occur during the ninety (90) day period immediately following the effective date of the dispatch termination. The Weekday Core Support Charge shall be due and payable in a lump sum within ten (10) days of any dispatch termination. Customer's obligation to pay the "Weekday Core Support Charge" is

intended to defray a portion of AirNet's costs to operate its weekday air transportation network for the benefit of all of AirNet's banking customers, including customer.

**Fuel Surcharge.** All fees for weekday cash letter services are subject to AirNet's standard bank services fuel surcharge ("Fuel Surcharge") in the event that the price of jet fuel as measured on a weekly basis exceeds the OPIS-CMH (Oil Price Information Service – Columbus, Ohio station) price of \$0.75 per gallon. The Fuel Surcharge will be equal to .135% of the gross invoice amount for any given invoice period for each \$.01 per gallon of fuel increase per day in excess of the OPIS-CMH Price, plus \$.15. By way of example, in the event the OPIS-CMH for a given week is \$1.88 per gallon, the OPIS price per gallon shall be increased \$.15 to \$2.03 per gallon prior to calculating the Fuel Surcharge for such week under AirNet's fuel surcharge formula. AirNet's Fuel Surcharge will be included in each invoice for weekday cash letter services and shall be separately itemized on such invoice.

**Security and Insurance Surcharge.** All fees for weekday cash letter services are subject to AirNet's standard security and insurance surcharge of 2.3%. AirNet's security and insurance surcharge will be included in each invoice for weekday cash letter services and shall be separately itemized on such invoice.

**Federal Excise Tax Surcharge.** All fees and surcharges for weekday cash letter services, including AirNet's Fuel Surcharge and Security and Insurance Surcharge, are subject to AirNet's standard federal excise tax surcharge of 3.5%. AirNet's standard federal excise tax surcharge will be included in each invoice for weekday cash letter services and shall be separately itemized on such invoice.

**Reconstruction of Items.** AirNet shall assume liability for the cost of reconstructing of any lost, damaged or stolen checking item, subject to the limitations on liability set forth herein. Notwithstanding anything herein to the contrary, AirNet's maximum liability for the cost of reconstructing any lost, damaged or stolen item shall not exceed the lesser of (i) the actual cost of reconstructing such item or (ii) \$0.75 per item. As used herein, "reconstruction cost" means the amounts actually expended by customer for direct labor, materials and services necessary to perform the reconstruction and collection of checking items which have been lost, damaged, misappropriated or destroyed. AirNet will not pay to reconstruct any item damaged as a result of improper packaging by customer or customer's failure to follow AirNet's shipping instructions posted on AirNet's website at [www.airnet.com](http://www.airnet.com).

**Excess Poundage Surcharge.** Any fixed daily transportation fees established for customer by AirNet for weekday cash letter services during any calendar quarter are based upon: (i) the average daily pounds shipped by customer from each dispatch during the immediately preceding calendar quarter (the "**Measurement Period**") and (ii) the assumption that the average daily pounds shipped by customer from each dispatch during each calendar quarter will not exceed the average daily pounds shipped from such dispatch during the applicable Measurement Period. In the event that the average daily pounds shipped from any dispatch during any calendar quarter commencing on or after October 1, 2007 exceeds the average daily pounds shipped from such dispatch during the applicable Measurement Period (the "**Average Pounds Shipped**"), any fixed transportation fees for such quarter applicable to such dispatch shall be subject to an "**Excess Poundage Surcharge**" of \$3.50 for each pound shipped in excess of the aggregate Average Pounds Shipped. At the end of each calendar quarter commencing on or after October 1, 2007, AirNet shall determine the total number of pounds shipped from each dispatch by customer during such period. In the event the actual pounds shipped from a dispatch during a calendar quarter exceeds the amount determined by multiplying the Average Pounds Shipped from such dispatch by the number of service days in such period, the \$3.50 Excess Poundage Surcharge shall be assessed for each pound in excess of the determined amount. By way of example only, assume that the Average Pounds Shipped from a given dispatch during the Measurement Period ending December 31, 2007 was 40 pounds. Further assume that there were 50 weekday service days in the calendar quarter ending March 31, 2008. At the end of such quarter, customer would have been entitled to ship 2,000 pounds from such dispatch without incurring an Excess Poundage Surcharge (40 lbs x 50 weekday service days). In the event the 2,000 pound limitation was exceeded during such calendar quarter, an Excess Poundage Surcharge would be incurred with respect to such dispatch for each pound shipped in excess of the 2,000 pound allotment.

**Miscellaneous Fees and Taxes.** Any fee schedules issued to customer for weekday cash letter services do not include certain miscellaneous and ancillary fees, such as fees for face value insurance coverage, mistag fees, fees for dedicated ground services and fees for supplies, such as shipping bags and airbills. Any fee schedules issued to customer for weekday cash letter services do not include any state and local taxes applicable to the services or airport usage fees or taxes.

**Payment for Services.** Payment for services is due fifteen (15) days after the date of invoice. Customer must have established an account with AirNet prior to shipment pick-up. Shipments will be charged based on the greater of actual weight or dimensional weight (defined as length times width times height of the outside of the package, divided by 184, i.e., DIM weight). Final rates may vary based upon actual shipment size, weight and services rendered. Customer will always be primarily responsible for shipping costs, despite any alternate payment instructions, as well as any cost incurred in either returning the shipment or warehousing it pending disposition.

**Shipment Weight and Inspection.** All freight tendered to AirNet is subject to reweighing and recalculation of charges based on such reweighing. Increments over one pound are rounded to the next pound. All shipments are subject to inspection by AirNet at its sole discretion without notice.

**Modifications to AirNet's Air Transportation Network.** AirNet reserves the right to modify its air transportation network and delivery schedules at any time, including: (i) eliminating shipment origination services from any dispatch location; (ii) eliminating delivery services to any destination city; or (iii) modifying the pick-up or delivery schedules associated with any services.

**Customer's Responsibility.** Customer is responsible for adequately preparing, marking, packing, labeling and properly describing the contents of the shipment so as to ensure safe transportation with ordinary handling. Customer must comply with all applicable local, state and federal laws, including those governing packing, marking and labeling for all shipments. Customer is responsible for any errors in completing any shipping manifest, airbill or shipping document that may result in additional billing, including, but not limited to incorrect addresses, incorrect weight information and incorrect pick-up or delivery times. Except as otherwise specifically communicated to AirNet in writing, customer agrees that no delivery signature is required for shipments transported under the terms and conditions of this Bank Services Guide. AirNet shall not be responsible for any loss that occurs after the delivery of shipment.

**Right of Refusal.** AirNet reserves the right to refuse or reject any shipment and may do so in its sole discretion and without liability. AirNet may exercise this right at any time, and includes situations (among others) when a shipment may cause damage or delay to other shipments, property or personnel; is likely to sustain damage or loss in transit due to improper packaging; contains prohibited items; the account of customer is not in good standing; or when acceptance of a shipment may jeopardize AirNet's ability to provide service to other customers.

**Undeliverable Shipments.** AirNet will hold undeliverable shipments and will notify customer. If customer cannot be notified, the shipment will be held for 30 days after the attempted delivery date. After 30 days, the shipment will be disposed of at AirNet's discretion. Shipper will be responsible for all transportation, delivery attempt, storage and disposal charges.

**Right to Subcontract and Employ Agents.** AirNet reserves the right to use other aircraft providers and subcontractors in the transportation of customer's shipments, including third party ground couriers. Any exclusion or limitation on liability applicable to AirNet shall apply to AirNet's agents, subcontractors and employees and to any person whose aircraft or equipment is used in the transportation of the shipment.

**Prohibited Shipments.** Shipments falling under any of the following categories may not be shipped by Customer under the terms of this Bank Services Guide:

- shipments weighing in excess of 42 pounds;
- shipments of which the sum of the greatest outside length plus the greatest outside height plus the greatest outside width (i.e., DIM weight) exceeds 90 inches; or
- shipments containing Hazardous Materials / Dangerous Goods (defined domestically under FAA guidelines and defined internationally under ICAO guidelines).

**Claims.** All claims for lost or damaged shipments must be made in writing and received by AirNet at its offices located at 7250 Star Check Drive, Columbus OH 43217 within fifteen (15) days after the date of acceptance of the shipment by AirNet. Any damaged shipment and its original packing material must be made available to AirNet for inspection at the delivery location shown on the shipping manifest, airbill or other document reflecting the delivery location. AirNet is not

obligated to act on any claim until customer has paid all charges related to such shipment. AirNet shall have no liability with respect to claims submitted after the claim period set forth above. The amount claimed cannot be deducted from outstanding charges related to any other shipments or services provided by AirNet. Customer is responsible for providing adequate documentation to support the actual or declared value of any claimed loss.

**Force Majeure.** AirNet shall not be liable for loss, damage, delay or other result caused by any circumstances beyond the control of AirNet, including, but not limited to, weather, governmental action, mechanical delays, acts of God, strikes or labor disturbances, civil commotion, war, terrorism, fuel shortages, any act or default of customer or consignee, inherent vice or defect of the shipment, or violation by customer or consignee of any of the terms and conditions contained in this Bank Services Guide.

**Acceptance of Terms and Conditions.** Customer's use of AirNet's air transportation services, including but not limited to AirNet's weekday cash letter services, on or after October 15, 2007 shall constitute customer's acceptance of the terms and conditions contained in this Bank Services Guide and customer's agreement to be bound by such terms and conditions.

**Choice of Law; Jurisdiction and Venue.** The terms and conditions of this Bank Services Guide shall be interpreted and enforced according to the laws of the State of Ohio or applicable federal law, except to the extent the Warsaw Convention may apply. Any dispute, claim or controversy in connection with, arising out of, or relating to the terms and conditions of this Bank Services Guide, the breach thereof, or otherwise arising between the parties shall be brought in the federal or state courts located in Columbus, Ohio, and each party hereby consents to the jurisdiction of such courts and waives any objection to such courts based on inconvenient forum.

**Severability.** Any provision of this Bank Services Guide that is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Customers with questions concerning the terms and conditions set forth in this Bank Services Guide should contact their bank services representative at (614) 409-4900.