



KeyBank  
P.O. Box 22114  
Albany, NY 12201-2114

**Business Banking Statement**  
**September 30, 2009**  
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**QUANTUM MANAGEMENT SYSTEMS INC**  
**1776 PARK AVE # 364**  
**PARK CITY UT 84060-5125**

**Questions or comments?**

Call our Key Business Resource Center  
1-888-KEY4BIZ (1-888-539-4249)

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**Enroll in Online Banking today at Key.com.**

**Access your available accounts, transfer funds and view your transactions right from your PC.**

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**KeyNotes**

*Important Information about Check Image Statements*

*If you are receiving statements displaying digital images of the front and back of each check, please note the following important information.*

*Statements will be limited to ten thousand digital check images. Accounts with more than ten thousand checks per statement period will not receive check images with the account statement.*

*If you should require a copy of a specific check image, all the digital check images or to discuss other delivery channels for check images please feel free to contact us at the phone number provided on this statement. Check images are retained on our secure system for the period specified by law.*

*Please read and retain this information with all of your KeyBank Account Opening Agreements and Disclosures.*

*Important Notice of Change to your Funds Availability Policy*

*As a result of the Federal Reserve Banks' reduction in the number of locations at which they process checks, effective September 11, 2009, the KeyBank National Association Funds Availability Policy will be revised. The Local Check routing number table in the section titled Other Check Deposits to all other types of Business deposit accounts not listed above on section number 4 in the KeyBank Funds Availability Policy is revised. Checks with the routing numbers listed below that previously would have been treated as non-local check deposits will now be treated as local check deposits. The routing numbers listed below were previously considered local to the counties of Elkhart, Marshall, St. Joseph and Starke in Indiana. These routing numbers will now be considered local for all checks deposited in KeyBank branches in Indiana and in the following states and counties:*



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**KeyNotes** (con't)

Ohio, Kentucky, Michigan, and the following counties in New York (Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Steuben, Wayne, Wyoming, Yates) - 0710, 0711\*, 0712, 0719, 0730\*, 0739\*, 0750\*, 0759\*, 1040\*, 1041\*, 1049\*, 2710, 2711\*, 2712, 2719, 2730\*, 2739\*, 2750\*, 2759\*, 3040\*, 3041\*, 3049\*

Funds from deposits of local checks will be available on the first business day after the day of your deposit unless the routing number listed above is denoted with an asterisk(\*). If the routing number is denoted with an asterisk(\*), then the first \$100 of your deposit will be available on the first business day after the day of your deposit, and the remaining funds will be available on the second business day after the day of deposit. The rest of the Funds Availability Policy remains unchanged.

Please retain this important information for your records. A complete copy of the revised Funds Availability Policy is available at any KeyBank branch.

The following revision will be made amending the Deposit Account Agreement and Funds Availability Policy provided to you when you opened your KeyBank Account, as amended.

Effective December 1, 2009, the following paragraph will be added at the end of Section 3. Deposits to Accounts

Important Notice to Business Customers regarding Internet Gambling.

The Unlawful Internet Gambling Enforcement Act (UIGEA) prohibits any person or other entity from making or accepting a Restricted Transaction as defined in UIGEA and regulation GG. All Restricted Transactions at KeyBank are prohibited. We have established certain policies and procedures designed to identify and block, or prevent payment of, any Restricted Transaction involving your Account(s) with us. Also we may at our sole discretion block or prevent payment of all Internet gambling transactions without notice to you. You hereby acknowledge and agree that we shall have no obligation or liability of any kind for blocking, or failing to block, any Restricted Transaction or other Internet gambling transaction.

Please read and retain this important information with all of your Account opening Agreements and Disclosures. A complete copy of the the revised Deposit Account Agreement and Funds Availability Policy is available at any KeyBank branch.

**IMPORTANT NOTICE OF CHANGE TO YOUR DEPOSIT ACCOUNT AGREEMENT**

The following revisions will be made amending the Deposit Account Agreement and Funds Availability Policy provided to you when you opened your KeyBank Account, as amended.

Revisions to Section **10. Account Statements; Limitations on Time to Report Forgeries and Errors** will be effective November 1, 2009 for all monthly cycling Accounts and effective January 1, 2010 for all quarterly cycling Accounts. The heading for Section **10. Account Statements; Limitations on Time to Report Forgeries and Errors** will be revised to read **10. Account Statements; Limitations on Time to Report Unauthorized Transactions, Forgeries and Errors.**



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**KeyNotes** (con't)

In Section 10, the eighth paragraph will be replaced with the following bolded paragraph to reflect changes in the number of days for you to review your Account statement and report any errors or other irregularities to us.

**You must notify us as soon as possible after receiving your Account statement if you believe there is an error or irregularity of any kind, including any unauthorized transaction or signature, lack of signature or alteration. You agree that thirty (30) days after we mailed a statement (or otherwise made it available to you) is a reasonable amount of time for you to review your Account statement and report any errors or other irregularities. In addition, by law we may be relieved of any potential liability for multiple unauthorized signatures or alterations by the same wrongdoer if you do not notify us in writing within thirty (30) days after your statement containing the first such irregularity was mailed or otherwise made available to you. Similarly, by law we may be relieved of any potential liability for losses arising due to your negligence. You agree that failure to report any error or irregularity in writing within thirty (30) days after we mailed your statement (or otherwise made it available to you) shall preclude you from recovering any amounts from us. No legal proceeding or action shall be brought by you against us to recover any amount alleged to have been improperly paid out of the Account (as well as related losses) due to an unauthorized transaction or signature, alteration or other defect unless (1) you have given the written notice provided above, and (2) such action shall have been commenced within the time required by applicable law. Transactions involving electronic funds transfers may be governed by the Electronic Fund Transfer Act and may be subject to KeyBank's Terms and Conditions for Electronic Fund Transfer Transactions.**

In Section 10, the following new paragraph pertaining to remotely created checks will follow the eighth paragraph in this section and the current last paragraph of this section remains unchanged.

You may not deposit remotely created checks (items not bearing the maker's signature, but purporting to be authorized by the maker) to an account with us without our prior, express written consent. If you deposit remotely created checks with us, you agree that we may withhold a portion of the proceeds of such drafts or other funds in your Accounts in a reserve account, in an amount that we reasonably believe may be needed to cover future chargebacks, returned items, and/or claims that such drafts were unauthorized. You grant us a security interest in the reserve account. Unless we agree otherwise in writing with you, reserve funds shall not bear interest. Our rights to charge your Account for returned remotely created checks will not be limited by the balance or existence of any reserve. Our rights with respect to the reserve, as well as the security interest granted to us, shall survive the termination of this Agreement. We may discontinue accepting remotely created checks at any time without cause or prior notice.

Revisions to Section **25. Arbitration Provision** are effective immediately.

In Section **25. Arbitration Provision** in the first sentence of the fourth paragraph the National Arbitration Forum is being replaced with the American Arbitration Association. Under the last paragraph of the section, **Contacting Arbitration Administrators** the contact information for the National Arbitration Forum is being deleted and the contact information for the American Arbitration Association is being added as follows: **American Arbitration Association**, 1633 Broadway, 10<sup>th</sup> Floor, New York, New York 10019, [www.adr.org](http://www.adr.org). (800) 778-7879, Commercial or Consumer Rules.

**Please read and retain this important information with all of your Account opening Agreements and Disclosures.** A complete copy of the revised *Deposit Account Agreement and Funds Availability Policy* is available at any KeyBank branch.



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**Key Business Free Checking 442161002682**  
QUANTUM MANAGEMENT SYSTEMS INC

<u>Beginning balance 8-31-09</u>	<u>\$194.24</u>
<b>Ending balance 9-30-09</b>	<b>\$194.24</b>

