

Signature Agreement to Master Treasury Management Services Agreement

This Signature Agreement to Master Treasury Management Services Agreement (“Signature Agreement”) is entered into by and among the undersigned Customer (“Customer”) and the division of UMB Bank, N.A. shown below in the “Contact Us” section (“Bank”) as of the date accepted and agreed by Bank below (“Effective Date”). By executing this Signature Agreement or enrolling in and using any of the Services, Customer hereby agrees to the terms of the Master Treasury Management Services Agreement, including the Service Terms for each Service enrolled in and/or used by Customer, and any corresponding Documentation implemented for use of the Services, which collectively establish the terms of the Master Treasury Management Services Agreement, as amended from time to time (the “Agreement”). The Agreement hereby amends and replaces in full any prior agreements between the Customer and Bank with regard to the Services and the Agreement shall apply to all Services used by Customer, whether such Services are being enrolled in and used by Customer as of the Effective Date or in the future. Customer may be required to sign additional agreements or Documentation and is required to designate at least one Administrator to execute such Documentation and implement the Services before certain Services will be made available to Customer. Any capitalized terms used but not defined herein shall have the meaning as set forth in the Agreement.

Affiliates. By executing this Signature Agreement, Customer, each Affiliate of Customer listed (if any), and Bank agree that each such Affiliate shall have all of the rights and obligations of, and shall for all purposes be a party under the Agreement as a “Customer.” An “Affiliate” is any entity that is directly or indirectly controlled by, controlling, or under common control with the Customer. Customer represents, warrants and covenants to Bank that (i) each entity executing this Signature Agreement as an Affiliate meets the definition of “Affiliate” and shall continue to meet such definition as long as the entity receives or uses the Services in connection with Customer, (ii) the individual executing this Signature Agreement is duly authorized to execute this Signature Agreement on behalf of each Affiliate, and (iii) each Affiliate hereby agrees to be bound by the terms of this Signature Agreement and the Agreement for the use of the Services.

Additional Services. If Customer adds or implements Services in the future, those Services will also be covered by the terms and conditions contained in the Agreement. Bank may change the terms and conditions of Services provided under the Agreement from time to time, and Customer’s continued use of the Service constitutes Customer’s acceptance of the change.

Execution. This Signature Agreement may be executed in two or more identical counterparts (whether by electronic signature, in facsimile, in PDF or original), each of which shall constitute an original as against the party whose signature appears thereon, and all of which together shall constitute one and the same instrument. If Customer executed this Agreement in electronic format using an electronic signature, Customer agrees that Customer’s electronic signature on this Agreement demonstrates Customer’s intent that this Agreement be legally valid and enforceable in accordance with its terms, and that Customer’s electronic signature will have the same effect as Customer’s signature on a paper document.

IN WITNESS WHEREOF, this Signature Agreement and the Agreement is agreed to and executed by the Customer, each Affiliate, if any, and Bank as of the date first set forth above and shall be deemed to be effective as of such date (“Effective Date”); provided, that any Service shall not be effective or provided until Bank has notified Customer that the Services are implemented and active for use.

CUSTOMER: _____

TIN: _____

Authorized Officer Signature: _____

Name: _____

Title: _____

Email: _____

This Agreement includes the following Affiliates:

If authorized officer of the Affiliate listed below, is different than Customer listed above, obtain signature from authorized officer from Affiliate below.

Affiliate Name:	Tax ID No.:	Authorized Officer different than Customer Signer:
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>

Signing as a duly authorized officer or agent of each of the Affiliates listed above:

Authorized Signature: _____

Print name: _____

Print title: _____

[Signature Page to Signature Agreement to Master Treasury Management Services Agreement]

MASTER TREASURY MANAGEMENT SERVICES AGREEMENT

Accepted and Agreed by Bank as of _____
_____:

This Master Treasury Management Services Agreement (“**Agreement**”) is made by and between the “**Bank**” and the “**Customer**” identified on the **Signature Agreement**. The Bank and Customer shall also be referred to herein as a “**Party**” or collectively as the “**Parties**”.

The General Terms and Conditions and the Services of the Agreement are governed and set forth in the following Schedules:

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and any applicable Documentation (collectively, the “**Treasury Management Services Terms and Conditions**”). Customer hereby agrees to be bound by,

and any reference to this Agreement shall be deemed to include, the Treasury Management Services Terms and Conditions. To the extent any terms or provisions of this Agreement directly conflict with the terms or provisions of such additional agreements or Documentation, the terms and provisions of this Agreement shall control with respect to the Services described herein. Unless otherwise provided, to the extent any provisions of the terms set forth in Schedule 1 directly conflict with any other Schedule, the provisions of such other Schedule shall control with respect to the Services covered by that Schedule.

Schedule 1: GENERAL TERMS AND CONDITIONS

The General Terms and Conditions shall apply to the terms of the Services provided under this Agreement in the following Schedules or other addendum or schedule incorporated herein by reference. Customer also agrees that the Accounts to which the Services apply are governed by the agreement entitled “Business Deposit Account Agreement and Disclosure” (the “**Account Terms**”). Customer agrees to maintain an Account during the Term of this Agreement with an adequate Available Balance for the Services used by Customer. Customer expressly agrees that any dual or multiple signature requirements established for any Account shall not apply to the use of any Services. Except as otherwise provided herein, where any terms and conditions contained in the Account Terms or any other agreement between the Parties conflict with the terms of this Agreement, the terms of this Agreement shall control unless such separate agreement to which Bank is a party expressly provides that its terms shall prevail over the terms of this Agreement.

1. Services. Subject to the terms and conditions of this Agreement and upon Bank’s receipt of the required Documentation and final approval and implementation by Bank, the Bank will provide Customer with those Services as requested by Customer. Except as otherwise specifically provided in this Agreement, any changes requested by Customer shall not be effective unless the Bank has a reasonable amount of time to implement the requested amendments, revisions or modifications. Customer shall only use the Services, including the

origination of any wire or other electronic funds transfers, as principal, and shall not execute Transactions of any Services as agent on behalf of a third party that is not party to this Agreement (including any Affiliate) unless otherwise agreed by Bank in writing.

2. Authority of Administrator(s); Authorized Persons.

Any Administrator(s) designated by Customer in the Documentation shall have access to all of Customer's Accounts, and full authority to access and use the Services and System (defined below) on behalf of Customer, including adding and removing Services; the authority to select and change Security Procedures (defined below); request the issuance or re-issuance of Administrator usernames, passwords, access devices and other Security Procedures; access and use all of the features of the System and the Services; enable, set parameters for the use of or disable any Customer controlled features of the System and each Service; use the System and Services to issue, activate, limit, or de-activate one or more usernames, passwords and other Security Procedures which may be used to access and use one or more features of the System and the Services. Any Administrator shall also have the authority to authorize other persons to access and use one or more features of the System and the Services, up to and including the same rights granted to an Administrator named in this Agreement and described herein, including, but not limited to replacement of any Administrator, (each such person provided or given access to any such username or password collectively referred to as "Authorized Persons"). Bank may, in its sole discretion, limit the authority of an Administrator to change, remove or adopt alternative Security Procedures and may require a separate waiver or agreement be signed by another authorized individual at Customer. Bank may rely upon and act upon Instructions submitted over the System as well as oral or written Instructions and requests reasonably believed by the Bank to be from any designated Administrator and any Authorized Person. Bank has no duty to monitor the addition or removal of Administrators or an Authorized person as such authority and actions are within the authority granted to an Administrator to manage Services on behalf of Customer.

- 3. Term, Termination.** This Agreement shall remain in effect until terminated in the manner provided in this Agreement (the "**Term**"). Either Party may terminate this Agreement or any or all Services upon thirty (30) calendar day's prior written notice to the other Party. The Bank may also terminate this Agreement in its entirety, or terminate or suspend any specific Service, without advance notice to Customer in the event that any of the following occurs: (a) any breach or default by Customer under the terms of this Agreement; (b) any breach or default under the terms of any other note, obligation, mortgage, assignment, guaranty, other agreement, or other writing to which Customer is a party; (c) an Act of Insolvency or the dissolution, liquidation, merger or consolidation of Customer; (d) any assignment for the benefit of creditors of Customer; (e) any commencement of any proceeding under any bankruptcy, insolvency, receivership, dissolution, liquidation or similar law by or against Customer; (f) the issuance or levy of any writ, warrant, tax lien, attachment, garnishment, execution or other process against any property of Customer; (g) any statement, representation or warranty made by Customer (or any representative of Customer) to the Bank at any time shall be incorrect or misleading in any material respect when made; (h) there is a material adverse change in the condition (financial or otherwise), business or property of Customer; (i) the Bank receives notice of allegations or information, without any duty of further inquiry or verification, that Customer has used any Service in violation of Applicable Laws, or (j) the Bank shall in good faith believe that the prospect of due and punctual payment or performance of Customer's obligations under this Agreement is impaired or the Bank may otherwise incur Losses.

Upon termination of this Agreement, Customer may no longer use the Services and the Bank may decline any Services to be used by or on behalf of Customer or by any Authorized Person to initiate any transactions with respect to Customer's Accounts. Following termination, neither Party shall have any further obligations under this Agreement, except that: (i) Customer shall remain liable for any Transactions initiated by Customer using any Service and any other liabilities or obligations arising out of Customer's use of any Service that have not been paid, satisfied or otherwise performed prior to

termination, and any Transactions that are permitted after the effective date of termination; in each case to the extent provided by the terms of this Agreement; and (ii) the rights, duties, obligations and liabilities of the Parties pursuant to Sections 10, 15, 23, 24 and 27 shall survive and remain in effect following termination.

4. **Systems and Access to Services.**

(a) Systems. Each Service may be provided using a System as offered by Bank from time to time, and Customer will access through the internet using Customer's own computers, Customer's own internet browser software and Customer's own internet service provider or other internet access point selected by Customer. Each Customer computer and internet browser used with any Service or to access the System must meet or exceed the specifications set forth on the Bank's website and other Implementation Materials made available to Customer, if any. Customer is solely responsible for the selection, purchase, license or lease, maintenance, upgrade, security, and any error, failure or malfunction of Customer's computers, operating systems, internet browser software, virus software, firewalls, internet service providers or other internet access points, and internal and external communication lines and wireless communication systems, none of which shall be deemed part of the System made available by the Bank. Customer is solely responsible for the security of and access to any such computers, systems and Security Procedures used by Customer to access the Services and Customer's Accounts. Customer acknowledges that computer, operating system and internet browser specifications may change from time to time and that Customer is solely responsible for maintaining or upgrading its computer, operating system and internet browser software in response to any changes in specifications. While Bank will use commercially reasonable efforts to make the Systems available at all times, one or more of the Systems may be temporarily unavailable for a variety of reasons (e.g., maintenance, periods of high volume, system outages, unauthorized activity or other events beyond Bank's control) and Customer agrees that Bank will not be liable if a System is not available for use at any time. Customer shall select in the Documentation for a particular Service the System(s) used as a means of communicating with Bank.

Information and Instructions may be sent and received by Customer using such System.

(b) **Third Party Links. *Third-Party Links***. The System may contain links to the websites of third parties ("**Linked Sites**") or provide the opportunity to use or access third-party software or services that are not part of the Services ("**Third-Party Software**") offered by a third party other than a Vendor (a "**Third-Party Vendor**"). Bank does not endorse or assume any responsibility for any Linked Sites or Third-Party Software and makes no representations or warranties whatsoever with respect thereto. Customer is solely responsible for its use of any Linked Sites or Third-Party Software and agrees that it must look to the Third-Party Vendor, and not Bank, for any content, services and any problems or claims related to its use of the Linked Sites or Third-Party Software, including any security or data breach.

(c) **Mobile Apps**. Bank may offer applications that Customer and its Users can download to access certain Systems through the use of a supported wireless device, such as a smartphone or tablet device ("**Mobile Apps**"). Customer agrees that, where required, the acceptance by its Users of terms of use or software associated with the use of a Mobile App is authorized by Customer and will be binding on Customer and each User. Bank is not responsible for any charges that Customer or its Users may incur from their telecommunications carrier in connection with use of a Mobile App. Customer acknowledges that the use of Mobile Apps presents unique risks, including the loss or compromise of a mobile device with a Mobile App and increased exposure to potential unauthorized access and to malware and similar software. Customer assumes all risks arising from the use of Mobile Apps by its Users and accepts responsibility for managing the security of its Users' mobile devices to combat these risks.

5. **License, Representations and Warranties of Bank.**

During the Term of this Agreement, Customer has a non-exclusive License to use the System and all related System software ("**Software**"), and all Implementation Materials, as in effect from time to time (collectively, "**Proprietary Data**") solely for the purpose of using the System and related Services in accordance with the terms and conditions of the Agreement. Customer acknowledges that the System

may be operated by or include Software or other Proprietary Data owned and copyrighted by third parties and is being made available or sub-licensed to Customer by the Bank, subject to the terms, conditions and limitations of the Bank's service and license agreement with such third parties. Customer acknowledges that it is not purchasing title to any Software or Proprietary Data, that such Software and Proprietary Data may not be copied or used independently of the System or related Service, and that no third party provides any support services, upgrades or technical assistance in connection with the software owned by it. Customer agrees not to decompile or reverse engineer any code contained in any Software. The Bank shall not be responsible for any computer virus or related problems that may be associated with the use of the System.

BANK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SYSTEM, EACH SERVICE AND ANY SOFTWARE AND PROPRIETARY DATA; WHICH ARE PROVIDED "AS IS." EXPRESS, IMPLIED OR STATUTORY INCLUDING WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO THIRD PARTY PROVIDER OF THE SYSTEM OR ANY SERVICE, SOFTWARE OR PROPRIETARY DATA MAKES ANY EXPRESS OR IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NO DESCRIPTIONS OR SPECIFICATIONS, WHETHER OR NOT INCORPORATED INTO THE AGREEMENT, NO PROVISION OF MARKETING OR SALES MATERIALS AND NO STATEMENT MADE BY ANY REPRESENTATIVE OF BANK OR A SUPPLIER IN CONNECTION WITH THE SERVICES, ANY SOFTWARE OR SYSTEM OR THE AGREEMENT, SHALL CONSTITUTE REPRESENTATIONS OR WARRANTIES OF ANY KIND.

6. Fee Schedule. Unless otherwise agreed by Bank with Customer in writing, Customer agrees to compensate the Bank for each Service in accordance with the Bank's Fee Schedule, which may change from time to time, and for any other fees and charges not covered under such fee schedule for any Customer requested or required special service or handling (collectively, the "*Fees*"). Customer hereby acknowledges receipt

of the Bank's Fee Schedule in effect as of the Effective Date. Unless other arrangements are made for payment of the Fees, Bank will automatically debit an Account in the amount thereof when due. Unless otherwise agreed in writing with Bank, any amendments to the Fee Schedule or new Fee Schedule provided by Bank shall be effective upon notice to Customer including notice sent electronically or posted to the System for the use of Services and view Account information. Customer understands that utilization of Services may cause Customer to incur charges and fees imposed by third parties, including, without limitation, charges imposed by any third-party telecommunication provider. Customer agrees that Customer will pay all additional charges in connection with or otherwise resulting from Customer's use of the Services.

7. Security Procedures.

(a) Commercially Reasonable Security Procedures. Customer will use the System, Services, and Software in accordance with the terms of the Agreement, including any Security Procedures offered and implemented by Bank in connection with the Services and as may be set forth in the applicable Product Enrollment form and Assignment of Security Procedures. Customer has reviewed the Security Procedures offered and recommended by Bank and agrees that such Security Procedures are commercially reasonable and suitable for Customer with respect to authentication of Customer's Payment Orders and other Instructions based upon Customer's intended use of the Services as communicated to Bank, including the size, type, frequency and volume of Customer's Payment Orders. The Security Procedures are designed to verify the authenticity of, not to detect errors in, Customer's Payment Orders and other Instructions, and Bank has no obligation to detect errors in Customer's Payment Orders and other Instructions. Any Payment Orders or other Instructions communicated to Bank in Customer's name in compliance with the Security Procedures, and all access to and use of Channels and other Services using the Security Procedures assigned to Customer, are considered authorized by Customer and enforceable under the terms of the Agreement if accepted by Bank in good faith. Customer agrees that failure by Bank to use or comply with any Security Procedure shall not excuse Customer from its

obligation to pay Bank the amount of any Payment Order made or authorized by the Customer or for which Customer is otherwise liable. Bank may implement different or additional Security Procedures for use by Customer from time to time upon notice to Customer, and Customer's continued use of the Services and implementation of those additional Security Procedures shall be Customer's agreement to such Security Procedures. Unless expressly stated otherwise in the Documentation, Bank will have no obligations under the Security Procedures and Customer agrees that failure by Bank to use any Security Procedures shall not excuse Customer from its obligation to pay Bank for the amount of any Payment Order made or authorized by Customer or for which Customer is otherwise liable.

(b) Rejection or Waiver of Security Procedures. If Customer chooses to communicate any Payment Order to Bank in a manner that varies from the Security Procedures, then Customer agrees to be bound by and pay for such Payment Order accepted by Bank in good faith, whether or not authorized, and Customer will be deemed to have refused the Security Procedures that Bank offers and recommends as commercially reasonable. However, Bank has no obligation to accept any Payment Order that is not communicated in compliance with the Security Procedures, and Bank shall not be responsible for refusal to act upon any Payment Order received which does not comply with the Security Procedures. Customer agrees that requesting that all or any part of any Security Procedure be curtailed, deactivated or otherwise modified, it has elected not to use other commercially reasonable Security Procedures or Security Procedures that are commercially reasonable if used without curtailment, deactivation or modification. Except as otherwise required by Applicable Laws, Customer agrees to be bound by and liable for all Transactions initiated using the Services and Security Procedures selected by Customer in the Schedules to this Agreement, including Transactions initiated using a Security Procedure that has been curtailed, deactivated, or otherwise modified or adopted by or at the request of Customer, and all such Transactions shall be deemed authorized regardless of whether such Transaction was initiated by Customer or any other person authorized to act by or on behalf of Customer. Customer acknowledges

and agrees that Security Procedures are in addition to and do not limit or otherwise revoke or restrict any separate Customer authority of any Authorized Person, any Administrator or other person (whether by course of dealing or otherwise) to authorize any action, Transaction or communication or otherwise act on behalf of Customer. Bank may also, from time to time, implement additional verification and identification steps, factors or procedures as it may deem necessary or appropriate, as an amendment to any Security Procedure selected by Customer or as an additional Security Procedure available to Customer; provided, that, no such amendment or adoption of a Security Procedure shall constitute an admission or other evidence that a Security Procedure was not commercially reasonable as and when previously selected by Customer.

(c) Safeguarding Security Procedures. Customer will establish and maintain the confidentiality of and security and control over those aspects of each Security Procedure communicated or entrusted to or created, established or selected by Customer, including but not limited to any identification codes, usernames, voice retrieval codes, passwords, access cards, access devices or code or password generating devices; all electronic, paper or other media on which any of the foregoing are maintained, recorded or stored, and each computer used to access the System or any Service. Customer further agrees that each person that is provided access or control over any of the foregoing shall be an Authorized Person and fully authorized to initiate Funds Transfers and other Transactions and use the, System, Services, and related Security Procedures as an authorized agent of Customer. If Customer believes that any Security Procedures have become lost, compromised or known to any unauthorized person, Customer shall immediately disable such Security Procedures and provide telephone notice to the Bank, followed by written notice.

CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT CERTAIN RISKS ARE INHERENT IN THE TRANSMISSION OF OR PROVIDING ACCESS TO INFORMATION OVER THE INTERNET AND THERE CAN BE NO ASSURANCE THAT INQUIRIES OR TRANSACTION ACTIVITY WILL BE COMPLETELY SECURE OR FREE FROM DELAYS, MALFUNCTIONS, OR OTHER INCONVENIENCES GENERALLY

ASSOCIATED WITH THIS ELECTRONIC MEDIUM. THE BANK MAKES NO REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT THAT A SECURITY PROCEDURE WILL BE EFFECTIVE AND, EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAWS, THE BANK SHALL NOT HAVE ANY LIABILITY FOR THE BREACH OF A SECURITY PROCEDURE OR THE INTEGRITY OF ANY SYSTEM, OR ANY SERVICE.

(d) Transaction Monitoring. Bank may, in its sole discretion, implement internal monitoring systems to evaluate Customer Transactions and the risk of possible fraudulent activity. Such Transaction monitoring is part of Bank's internal processing and is not a component of the Security Procedures, and Customer agrees that the Security Procedures will be considered commercially reasonable regardless of whether they incorporate information from Transaction monitoring. Customer agrees that Bank may process Payment Orders and other Instructions verified by the Security Procedures and Bank will be considered to have acted in good faith and in compliance with the Security Procedures, regardless of the results of Transaction monitoring, including the detection of possible fraudulent activity; provided that Bank does not have actual knowledge that the Transaction is unauthorized and a reasonable opportunity to act on that knowledge. However, Bank reserves the right to reject Payment Orders and other Instructions verified by the Security Procedures in the event Bank identifies a risk of possible fraudulent activity and Bank shall not be responsible for its refusal to act upon any Payment Order or other Instructions based upon the results of Transaction monitoring.

(e) Access Through Third-Party Vendor. In certain instances, Bank may allow Customer to access the System, and other Services accessible to Customer through the System, by signing on through a Third-Party Vendor's internet site without logging in using the Security Procedures (referred to as "**Single Sign-On**" or "**SSO**"). Any SSO will be subject to the Third-Party Vendor's terms of use. In the event Customer accesses the System using SSO, Customer agrees that it has waived use of the Security Procedures to access the System, and that Bank may accept and act upon Instructions received using Security Procedures assigned to Customer following Customer's use of SSO. All use of the System and Instructions submitted

subsequent to SSO from a Third-Party Vendor's internet site will be deemed to have been authorized by Customer. Bank is entitled to rely upon, and treat as authorized and binding on Customer, each Instruction sent to Bank through the System by a User using the Security Procedures assigned to a User subsequent to SSO from a Third-Party Provider's internet site.

8. Protection Against Fraud and Unauthorized Transactions. It is Customer's responsibility to protect: (i) Customer's Account number(s) and other information related to Customer's Account; (ii) any access device or Security Procedures Bank provides for Customer's Account (such as a debit card) or equipment that may allow access to an Account; and (iii) Check stock and other paper Items. An unauthorized person's access to Customer's Account number may alone be sufficient to allow that person to initiate Unauthorized Transactions. Customer acknowledges that there is a growing risk of Losses resulting from Unauthorized Transactions. Bank offers services that help control the risk from unauthorized Items. Additionally, Bank strongly recommends that Customer impose a dual-control environment, maintain up-to-date virus protection software and firewalls, update employee access when employment is terminated or an employee is reassigned, and use a stand-alone personal computer for all online banking and activity for the origination of Payment Orders. If Bank has expressly recommended that Customer implement one or more of the services or controls listed above (or any other Service or control related to fraud prevention that Bank offers after the Effective Date of the Agreement) and Customer either decides not to use the recommended Service or fails to use the recommended Service in accordance with the applicable Service description or other documentation applicable to the Service, Customer will be treated as having assumed the risk of any Losses that could have been prevented if Customer had used the recommended Service in accordance with the applicable Service description or applicable documentation. As a result: (1) Customer will be precluded from asserting any claims against Bank with respect to any Unauthorized Transactions occurring in Customer's Accounts that the product or Service was designed to detect or deter, and (2) Bank will not be required to re-credit Customer's Account

or otherwise have any liability for such Unauthorized Transactions.

9. Electronic Statements; Email Communication; Reconciliation; Error Reporting.

(a) Electronic Statements. Customer will notify the Bank immediately upon detection of any incorrect or erroneous transmission, Unauthorized Transaction, dispute, irregularity, signature issues, alterations, discrepancy or other communication or similar matter (each, an “**Error**”) request or other unauthorized communication. If Customer has elected to receive statements electronically (“**Electronic Statements**”) for any Accounts used with any Service or has selected a Service that gives Customer access to Account statement and Transaction information, Customer must promptly and regularly access and review each Electronic Statement and accompanying items and other Account statement and Transaction information and immediately notify the Bank in writing of any Error. The Bank may, at the Bank’s option, deliver disclosures, notices and other information to Customer electronically as part of an Electronic Statement or otherwise using the Service. Any applicable time period within which Customer must notify the Bank of Errors, shall begin on the earlier of (a) the date an e-mail is sent notifying the Customer of the availability of the Electronic Statement or other on-line Transaction confirmation or acceptance that first includes the Transaction or item in question, or (b) if the Customer has selected a service that allows Customer access to daily Transaction information, the first date on which the Transaction information or item is available on the System. Customer agrees to notify Bank immediately of any change to the e-mail address to which Electronic Statement notices are to be delivered. Customer should not rely on e-mail to communicate with the Bank immediately – for example, if Customer needs to report an Error from one of its Accounts or if Customer needs to stop a payment that is scheduled to occur. If Customer sends the Bank an e-mail message at the email address provided by Bank for the receipt of such notices, the Bank will be deemed to have received it on the following Business Day. Once received, the Bank will have a reasonable time to act on Customer’s e-mail. Customer agrees that the Bank may respond to it by electronic mail with regard to any matter

related to a Service, including responding to any claim of unauthorized electronic funds transfer that Customer makes. Customer acknowledges that unencrypted e-mail is not a secure form of communication and that Customer’s complete Account numbers, tax identification numbers or other confidential information should not be included in any unencrypted e-mail transmissions to the Bank.

(b) Customer Information Review. Customer is responsible for monitoring its use of the Services and all activity in its Accounts with Bank. Information regarding Transactions with the Services is reported on Customer’s periodic Account statement and is available through any online reporting or inquiry functionality or Services. Depending upon the Services that Customer uses, Customer will have access to Account and Transaction information on a prior day, intraday and/or real time basis. Account and Transaction information changes frequently and is subject to updating, verification and correction. Bank assumes no responsibility for Customer’s reliance on any Account or Service information reported on an intraday or prior day basis that is subsequently updated, verified or corrected. Customer understands and agrees to: (i) regularly review the Account and Transaction information (including Electronic Statements) that Bank makes available to Customer; and (ii) notify Bank as soon as reasonably possible of any Error

(c) Error Reporting. Customer understands that the nature of certain Transactions and Applicable Laws relating to certain Services require that Customer provide Timely Notice (defined below) of an Error in order to preserve or exercise rights against third parties that may have been the beneficiary of such Error. “**Timely Notice**” is defined as notice provided to Bank: (a) on the same Business Day with respect to any Payment Order (including any electronic funds transfer and any form of real-time payments), (b) the next Business Day for other Transfers, or (c) within fourteen (14) days for any other Instruction, transaction or Service (ninety (90) days in the case of Fees), following the date on which such information is sent by Bank or otherwise made available to Customer. If Customer fails to provide Timely Notice to Bank of any Error, then Customer shall be precluded from asserting such Error against Bank.

The Timely Notice requirement does not limit Bank's or Customer's rights to attempt to collect on unauthorized or fraudulent Transactions from other banks. Notwithstanding the forgoing, Bank reserves the right, in its sole discretion, to adjust Transaction records for good cause after the expiration of the Timely Notice time periods.

(d) Unauthorized Requests or Instructions. The Customer is solely responsible for all requests received by the Bank. If at any time the Customer suspects that an unauthorized request has been made or that Security Procedures assigned to Customer have or may have become known to any unauthorized person or party, THE CUSTOMER MUST IMMEDIATELY PROVIDE TELEPHONE NOTICE TO TREASURY MANAGEMENT SUPPORT AT THE PHONE NUMBER INDICATED ON THE "CONTACT US" PAGE AT THE END OF THIS AGREEMENT. BANK MAY REQUIRE WRITTEN CONFIRMATION AS SOON AS POSSIBLE, BUT NO LATER THAN THE END OF BUSINESS DAY, AFTER TELEPHONE NOTIFICATION TO THE ADDRESS AS SET FORTH ON THE CONTACT US PAGE BELOW.

10. Limitations of Liability and Indemnification.

Notwithstanding any provisions of the Agreement providing to the contrary, Bank's liability to Customer for failure to exercise ordinary care resulting in a delay in executing, improper execution of, or failure to execute a transaction constituting a Payment Order (as defined in the UCC) shall be limited to an amount equal to interest losses attributable thereto, however, the Bank's liability to Customer for any loss or damage arising from or relating to the Agreement or any of the Services that are outside the scope of Article 4A of the UCC, regardless of the form of action, shall be limited to direct damages attributable to Bank's willful misconduct or gross negligence in performing the Services, and in no event shall Bank be liable for (i) any punitive, indirect, incidental, consequential or special damages or lost profits, even if Bank has been advised of the possibility of such damages, (ii) the acts or omissions of a third party servicer or vendor used by Customer, or any loss, cost, damage or expense incurred by any person or entity in connection therewith, (iii) any loss, cost, expense, or damage to Customer in connection with any Communication Device, System or Customer's use thereof, excepting damages attributable to

Bank's gross negligence or willful misconduct, (iv) any interception of any information relating to the Customer or its transactions as a result of (A) Customer communicating information to the Bank, excepting damages attributable to Bank's gross negligence or willful misconduct or (B) use of the Internet or other System, or (v) any other matter, including without limitation, any act or omission by any other financial institution, funds transfer system, or any other third party, or for the inaccuracy or omission in a notice or communication received by Bank from Customer or any other third party. The Bank will be deemed to have exercised ordinary care if its actions or failure to act have been in conformity with this Agreement, the applicable Security Procedure and the Bank's then current procedures. Bank's liability hereunder for interest excess of the lesser of 1.) The loss sustained by the Customer or 2.) The amount customer has paid for Fees over the course of the prior 6 months under the terms of this Agreement, except to the extent otherwise required by UCC Article 4A or other Applicable Laws. In the event that Customer is entitled to interest on any unauthorized or erroneously executed Payment Order under UCC Article 4A, the Bank will not be liable for interest unless Customer notifies Bank in writing that such Payment Order was not authorized or properly executed within twenty (20) calendar days following Customer's receipt of notification either of the acceptance of such Payment Order or the debiting of such order to one of Customer's Accounts losses will be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of Kansas City.

Customer shall indemnify and hold the Bank (including its officers, directors, employees, agents and Processors) harmless from and against any Losses, directly or indirectly, arising out of or related to (a) any claim by a third party alleging that any transaction or other activity contravenes or compromises the rights, title or interest of any third party, or violates any Applicable Laws, court order or other mandate or prohibition, (b) the breach of any representation, warranty, or covenant made by Customer to the Bank in this Agreement ("**Claim**"), or (c) any act or omission in any way relating to or arising out of this Agreement or any Transaction, except to the extent the Claim is caused directly by the Bank's negligence or willful misconduct, failure to

act in accordance with Customer's Instructions given pursuant to and in the manner required by this Agreement (provided that reliance, without further investigation, on any oral, telephonic, telegraphic, electronic, or written request, notice, or Instructions believed in good faith to have been given or signed by Customer will in no event constitute bad faith or willful misconduct by the Bank). This Section shall survive termination of this Agreement with respect to acts or omissions occurring during its Term.

11. Recording and Use of Communications. Customer acknowledges and agrees that all telephone conversations and data transmissions through or using the System or among or between Customer, Bank, and any third parties used by Customer or the Bank and their respective employees and agents and relating to the Services, may be recorded and retained by the Bank and the Bank's third-party service providers by use of any reasonable means.

12. Setoff and Security Interest. In addition to all rights provided by Applicable Laws, Customer agrees that any and all amounts on deposit in any Account maintained by Customer with Bank or any Bank Affiliate may be set off and applied against any liability in any currency Customer owes Bank under the Agreement, and any liability that any Customer Affiliate owes Bank or any Bank Affiliate. Customer further grants Bank a first priority security interest in all Accounts held by Customer now or in the future with Bank or any of its Affiliates to secure payment of any and all obligations under the Agreement; provided that this security interest shall be subordinate to any security interest separately agreed to in writing by Bank.

13. Delivery of Financial Information. At least once every twelve (12) months Customer shall provide the Bank with such financial statements and other information as the Bank may reasonably request, including for purposes of evaluating Bank's risk of nonpayment under this Agreement.

14. Representations and Warranties of Customer. Customer represents and warrants to Bank that (i) the execution and delivery of the Agreement has been authorized by all necessary corporate and governmental action and does not violate any provision of law applicable to the Customer, or any

provision of the Customer's organizational documentation charter, articles of incorporation or by-laws or any other agreement binding upon the Customer, (ii) the officers executing and delivering the Agreement and the Documentation for and on behalf of Customer, are duly authorized to do so, (iii) the Customer and its Transactions will comply with all Laws and the authority granted by Customer to its officers, employees or Vendors executing such transactions, (iv) Customer will engage in Transactions as principal (or, if agreed in writing, including for any Affiliate as provided under the terms of this Agreement, in the form of an annex hereto or otherwise, in advance of any Transaction by the other party hereto, as agent for a disclosed principal), and (v) each of Customer's Transactions has a business or commercial purpose and each Account is maintained by Customer for a business or commercial purpose. Bank, in accepting the Agreement, is acting and relying upon the foregoing representations and warranties. When Customer and Bank enter into any amendment or supplement to the Agreement, the Customer shall be deemed to re make the above representations and warranties as of the date of each and any such document. Bank has no responsibility with respect to any matter warranted by Customer.

15. Binding Nature and Assignment. This Agreement shall be binding on the Parties and their successors and assigns, but neither Party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

16. Heading and Interpretation. The Schedule and section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof.

17. Relationship of Parties. The Bank, in furnishing Services to Customer, is providing Services only as an independent contractor. The Bank does not undertake by this Agreement or otherwise to pay, perform or satisfy any obligation of Customer, whether regulatory or contractual.

18. Approvals Consents. Where agreement, approval, acceptance or consent by either Party is required by

any provision of this Agreement such action shall not be unreasonably delayed or withheld.

19. Use of Third Parties.

(a) Third Parties and Suppliers. Certain Services are provided by Bank through access and availability of third party networks. Customer agrees that Bank may disclose to any third party any information, including Confidential Information, regarding Customer as necessary to provide any Service and related support to Customer. Bank reserves the right to discontinue the Service or provide the Service through an alternative third party network and shall have no liability should such network become unavailable. Bank shall be entitled to perform any of its obligations and any of the Services offered under this Agreement through third-party subcontractors and/or agents (each, a **“Supplier”**) without the assignment or delegation of its rights and obligations hereunder. A third party network that is not hired by Bank to perform its obligations shall not be considered a Supplier. All expenses associated with hiring a Supplier shall be the responsibility of Bank. The performance of Services through a Supplier shall not relieve Bank of its obligations to perform fully under this Agreement

(b) Customer’s Vendors. If Customer hires, employs or engages any third party contractors, processor, a Third Party Service Provider, and/or agents (a **“Vendor”**) in connection with any Service, such Vendor is agent. Customer shall notify Bank of the name of any Vendor to whom it delegates its duties or responsibilities under this Agreement before that Vendor initiates any transactions or performs an obligation authorized or required under this Agreement. Customer agrees that it shall be solely responsible for ensuring its Vendor complies with Customer’s obligations under this Agreement (including the Security Procedures). Customer is bound by all acts and omissions of such Vendor. Customer confirms that it grants authority to those Vendors, whether or not so identified in accordance with this Section, to legally bind Customer with respect to its use of the Services. Customer is liable for (i) Vendor’s actual failure to comply with any of Customer’s obligations under this Agreement, (ii) all fees, costs and expenses owed to each Vendor for its services on Customer’s behalf, and (iii) any claims, damages, costs and expenses incurred by Customer

or Bank as a result of Vendor’s failure to perform, delay or error in performing services on Customer’s behalf. Vendor shall not have any claim against Bank for any Services provided on behalf of Customer. Notwithstanding the foregoing, Customer understands and agrees that Bank may refuse in its sole good faith discretion to accept any Instructions from such Vendor for any reason, but in no event shall Customer or Vendor have a cause of action, legal or equitable, against Bank for such refusal and Customer shall hold Bank harmless for such refusal.

Customer shall provide information, including financial information or information demonstrating the security procedures used by Customer or such Vendor or either such party’s compliance with Applicable Laws, which Bank may, in its sole discretion, require from time to time regarding Customer or any Vendor that Customer hires, employs, or retains in any manner, to initiate transactions or assume any of Customer’s duties under this Agreement. Customer understands and agrees that because of the risks involved in certain Services that Customer may utilize, Bank may refuse, in its sole discretion, to provide such Services to Customer if Customer or Vendor retained by Customer does not meet Bank’s qualification criteria. Neither Customer nor any other person or entity have the right to rely upon the determination made by Bank nor have a cause of action against Bank for or as a result of Bank’s determination. Customer agrees that it shall not allow any third party (including any Affiliates) to use a Service under this Agreement or to process such third party transactions through Customer or its Accounts without Bank’s prior written consent.

20. Amendments; Waivers. No delay or omission by either Party to exercise any right or power accruing upon noncompliance or default by the other Party with respect to any of the terms of this Agreement shall impair any such right or power, or be construed as a waiver thereof. The terms and conditions of this Agreement, including, without limitation, the fees to be charged by the Bank to Customer, may be amended or changed by the Bank upon the mailing, to Customer, of notification of the new terms, conditions or fees. The changes will be effective immediately. At its discretion, the bank may provide notice of only the changed terms. Notice may be

included in any reasonable way which would inform the customer of the change in terms. For example, the notice may be included with or on Account statements, may be delivered as a separate mailing to the address reflected on the customer's bank statement, may be delivered electronically to the any Administrator or may be posted on the login page for the Services. The continued maintenance of Customer's Accounts or the service affected by the change after the effective date of the change indicates Customer's acceptance of the changes or amendments. If notices sent are returned, the change contained in the notice is still effective. No prior notice is required when any change in terms is determined by the Bank to be necessary to the services provided herein or to prevent a loss by the Bank. In such case, the Bank will send Customer notice of the change after the change becomes effective. No amendment or modification of this Agreement and no waiver of its terms will be valid unless set forth in a writing executed or delivered by the Bank. A waiver by either of the Parties of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

21. Entire Agreement. This Agreement (including the Signature Agreement, Business Deposit Account Agreement and Disclosure, exhibits, and Schedules) constitutes the full and complete agreement between Bank and Customer regarding the Services and supersedes any other agreements expressed or implied. There are no understandings or agreements relative hereto which are not fully expressed herein and no change, waiver or discharge shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced. This Agreement supersedes any and all previous agreements relating to the Services entered into between Customer and the Bank.

22. Governing Law, Waiver of Jury Trial; Jurisdiction. (a) Governing Law. The Agreement shall be governed by and construed in accordance with federal law and the laws of the state where your Account was opened, without regard to the conflict of law provisions thereof (the "State"). This is generally the state of the banking office where we

opened your Account, but we may transfer your Account to another banking office in the same state or in a different state.

(b) Claims and Disputes Not Submitted to Arbitration. With respect to all Disputes and other claims hereunder that are not submitted to arbitration pursuant to the Arbitration Agreement (Section 23), **CUSTOMER AND BANK EXPRESSLY AND IRREVOCABLY AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW IN ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT**, and Customer consents to service of process, personal jurisdiction and venue in the state where your Account was opened and waive the right to claim that it is an inconvenient forum. Customer acknowledges that Bank would not have opened or maintained any Account for Customer if this waiver of jury trial were not part of the Agreement. In those instances where California law governs a Dispute or other claim that is not submitted to arbitration pursuant to the Arbitration Agreement, or the jury trial waiver contained herein shall be held or deemed unenforceable in California, the Dispute or claim shall be referred to a referee in accordance with California Code of Civil Procedure Section 638 et seq., and this general reference agreement is intended to be specifically enforceable in accordance with said Section 638, as amended or replaced from time to time. Pursuant to such judicial reference, each party hereto agrees to the appointment of a single referee and shall use reasonable, good faith efforts to agree on the selection of a referee. If the parties are unable to so agree, a referee shall be appointed by the court to hear any disputes hereunder in lieu of a jury trial. Each party hereto agrees that the appointed referee shall have the power to decide all issues in the applicable action or proceeding, whether of fact or law, and shall report a statement of decision thereon. Judgment upon the decision rendered by a referee shall be entered in the court in which such proceeding was commenced in accordance with California Code of Civil Procedure Sections 644 and 645, as amended or replaced from time to time. Any party may file an original counterpart or copy of this Section with any court as written evidence of the consent of the parties to the waiver of the right to trial by jury and the agreements contained herein regarding the application of judicial reference in the event of the invalidity of such jury trial waiver.

23. Arbitration Agreement.

(a) Disputes Subject to Arbitration. Customer and Bank agree that upon the election of either of the

parties, any dispute relating in any way to Customer's Account or transactions on the Account, or otherwise arising under this Agreement (a "Dispute") will be resolved by the dispute resolution procedures described herein, including binding arbitration in accordance with the terms of this Section (the "Arbitration Agreement"). A "Dispute" shall include any dispute, claim or controversy of any kind, whether in contract or in tort, legal or equitable, now existing or hereafter arising, relating in any way to any aspect of this Agreement, Customer's Account, any transactions therein, and Customer's deposit relationship with Bank. A "Dispute" also includes any disagreement about whether the terms of this Arbitration Agreement are enforceable or valid, the meaning of this Arbitration Agreement, and whether a claim or disagreement is a Dispute subject to binding arbitration hereunder. A "Dispute" does not include our collection of a credit obligation.

(b) How to Resolve a Dispute. If a Dispute cannot be settled through informal discussions or negotiation, the parties agree first to try in good faith to settle the Dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. If a Dispute cannot be resolved informally or through mediation, Customer and Bank agree to submit to binding arbitration as described herein; provided, however, that any party may require that a Dispute be resolved in Small Claims Court if the Dispute and related claims are fully within that court's jurisdiction. Arbitration may be demanded by either party before the institution of the judicial proceeding, or during a judicial proceeding, but not more than 60 days after service of a complaint, third party complaint, cross-claim, or any answer thereto, or any amendment to any of such pleadings. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute.

(c) Jury Trial and Class Action Waiver. **CUSTOMER UNDERSTANDS THAT DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, CUSTOMER AND BANK EACH AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY**

AND ANY RIGHT TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE BASIS WITH RESPECT TO ANY DISPUTE ARBITRATED PURSUANT TO THIS ARBITRATION AGREEMENT. No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

(d) Governing Rules. Any arbitration proceeding will be: (i) governed by the Federal Arbitration Act (title 9 of the United States Code), notwithstanding any conflict choice of law provision in any of the documents between the parties; and (ii) conducted by the American Arbitration Association ("AAA") in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs, in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes are referred to herein, as applicable, as the "Rules"). Rules and forms may be obtained from the AAA at adr.org or by calling (800) 778-7879 or such other toll-free support phone number as is posted on the AAA's website from time to time. In any arbitration proceeding, discovery will be permitted in accordance with the Rules. If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Arbitration proceedings hereunder shall be conducted at a location mutually agreeable to the parties, or if they cannot agree, then at a location selected by the AAA in the state of the applicable substantive law primarily governing the Dispute. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceedings within 180 days of the filing of the Dispute with the AAA.

(e) No Waiver of Provisional Remedies; Self Help. This Arbitration Agreement does not limit Customer's or Bank's rights with respect to, and each party can exercise any lawful rights or use other available

remedies to do any the following: (i) preserve or obtain possession of property; (ii) exercise self-help remedies including setoff and repossession rights; or (iii) obtain provisional or ancillary remedies such as injunctive relief, garnishment or attachment; whether before, during, or after the pendency of any arbitration proceeding. This paragraph does not constitute a waiver of the right or obligation of any party to submit any Dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in this paragraph; however, the arbitrator will have no right or power to enjoin or restrain any party.

(f) Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any Dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Every arbitrator shall be a neutral practicing attorney or a retired member of the state or federal judiciary, in either case with a minimum of ten years' experience in the substantive law applicable to the subject matter of the Dispute. The arbitrator shall have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the applicable state rules of civil procedure, or other Applicable Laws. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by Applicable Laws or regulation.

(g) Conflicts; Survival. If more than one agreement for arbitration by or between the parties potentially applies to a Dispute, the arbitration provision in the document that is most directly related to the subject matter of the Dispute shall control. This Arbitration Agreement shall survive the closing of any Account(s) and the termination, amendment, or expiration of

any Service or this Agreement or any relationship between the parties.

24. Compliance with Applicable Laws. Customer represents, warrants, and covenants to the Bank that: (a) at the time each Transaction request (or any related adjustment, reversal or stop payment or posting requested or initiated by Customer) or any cancellation is executed, made or transmitted by the Bank, the information regarding it provided by Customer to the Bank is accurate and complies with the format and content specifications of the applicable funds transfer system rules and this Agreement, (b) if a transaction request requires the authorization of a third party, Customer will keep a copy of any required authorizations on file and make them available to the Bank upon request, (c) each transaction request initiated by Customer is in compliance with the Applicable Laws, including, without limitation, economic sanctions maintained by the United States Treasury Department's Office of Foreign Asset Control. Without limiting the generality of the foregoing, Customer agrees to be bound by the Operating Rules of Nacha and Subpart B of Federal Reserve Board Regulation J, as applicable and in effect from time to time. If the accounts to be debited and credited by a Transaction are both maintained by the Bank, the intra-bank transfer or related cancellation may be made by a book transfer rather than through a funds transfer system. If a Transfer request or cancellation relates to or is part of a Transaction, portions of which are subject to the Electronic Funds Transfer Act of 1978 and Federal Reserve Board Regulation E (the "**EFTA Act**"), as may be in effect from time to time, all actions and disputes between Customer and the Bank concerning that transfer or cancellation request shall be determined pursuant to Article 4A of the Uniform Commercial Code, except to the extent the EFTA Act otherwise requires. Customer agrees that its breach of this Agreement may cause irreparable injury to the other party, and agrees that the other party shall be entitled to seek temporary and preliminary injunctive relief in a court of competent jurisdiction, without the necessity of proving actual damages or posting a bond, to prevent such violation

25. Bank's Right to Audit. Upon Bank's request, Customer agrees to: (a) provide Bank with the records Customer maintains with respect to

Customer's use of the Services as required by Applicable Laws and the Agreement; (b) provide Bank with internal and external audit reports relating to Customer's use of the Services and Customer's information technology infrastructure and operational processes and procedures; (c) provide Bank with such financial information and statements and other documentation Bank reasonably determines to be necessary or appropriate to enable Bank to evaluate its exposure or risk; and (d) permit Bank (including its regulators and auditors) reasonable access to the locations where Customer uses any of the Services during normal business hours to audit Customer's (including Customer's Vendors') compliance with the terms of the Agreement and Applicable Laws. Customer will cooperate with any such audit and provide, at Customer's expense, any information or documents as may be reasonably requested by Bank in the course of such audit. Customer shall provide Bank with any information necessary to conduct such audit (e.g. receiver authorizations, policies, procedures, etc.) within 10 calendar days from a date of a written request.

26. Force Majeure. Notwithstanding any other provision of this Agreement, the Bank shall not be liable for delays or failures in the performance or completion of any of its obligations under or with respect to this Agreement beyond its reasonable control, including without limitation, delays or failure directly or indirectly caused by fire, flood, storm, earthquake, strikes, lockouts, labor difficulties, sabotage, war, insurrection, military operation, national emergency, mechanical, electrical or computer system breakdown, riot or civil commotion; failures of transportation, communications or power supply; any regulation, order, requisition, request or recommendation of any governmental agency or acting governmental authority or the Bank's compliance therewith; or other acts of God or causes beyond Bank's reasonable control, whether similar or dissimilar to the foregoing.

27. Notices. Except as otherwise provided in the Agreement, all notices concerning the administration of the terms of the Agreement between Customer and Bank (e.g., termination, breach, or waiver of rights) that are sent by either Customer or Bank shall be in writing and, if to Customer, addressed to Customer's primary mailing address as shown on

Bank's records at such time, and if to Bank, addressed to "Treasury Management Administration" at the address(es) of the Bank set forth on the "Contact Us" page at the end of this Agreement, or at such other address as Bank may specify in writing from time to time. Any such notice will be effective either on the date it is actually received by the receiving party or five (5) days after it is mailed by first class mail whichever is earlier; provided, however, that any notice sent by Customer terminating the Agreement or a Service shall be rendered ineffective if Customer uses or avails itself of any such terminated Service after the date of termination contained in any such notice.

Notwithstanding the forgoing requirements, Bank may amend the terms of this Agreement (including the fees and pricing or any other terms in this Agreement) by providing electronic notice to Customer, and such notice may include posting the terms of such amendment or full terms of a new Agreement on the Bank's System for such Services or email notice to the email address on file with Bank at the time such notice of amendment is provided. Additionally, Customer and Bank each acknowledge and agree that certain notices and communications, as specifically set forth in the Agreement or the Documentation, concerning the operation of Services and the communication of Transaction and other information with respect to the Services and Accounts, may be provided by the Customer or the Bank to the other party by telephone, fax or electronic transmission (including e-mail) in accordance with the information provided by the receiving party. Any such notice or communication provided by fax or electronic transmission will be effective upon transmission thereof to the receiving party, and any such notice given by telephone will be effective upon the receiving party's receipt thereof. Unless specifically stated otherwise, each party may rely on such notices or communications given by fax or electronic transmission as though they are originals. Notwithstanding any terms in this Section to the contrary, any addition, deletion or change to any Documentation or Services requested by the Customer must be submitted in a form acceptable to the Bank, and no such requested addition, deletion or change will become operative or effective until the Bank confirms to Customer that such addition,

deletion or change has been implemented, which the Bank agrees to do within a reasonable period of time.

Each party is entitled to treat as authentic any notice, communication or Instructions believed by it in good faith to be genuine or to have been signed or authorized by an Authorized Person(s) of the sending party

28. Confidential Information. Bank acknowledges that it may obtain or have access to non-public personal information regarding Customer or its customers, and agrees to (i) maintain the confidentiality, integrity and security of such information, (ii) use such information only for the purposes set forth in this Agreement and the Account Agreement, including without limitation for the performance of its obligations and exercise of its rights hereunder, (iii) disclose such information only to its employees, Affiliates, agents, auditors, accountants, attorneys and regulators, and only as necessary to perform its obligations and exercise its rights hereunder, or as otherwise permitted by law, and (iv) maintain physical, technical, procedural and administrative controls and safeguards reasonably designed (taking into account the nature and circumstances of Bank business) to ensure the security, integrity and confidentiality of such information, and to protect against any anticipated threats or hazards to the security or integrity of, or unauthorized access to, such information.

29. Notice of Funds Transfers; Provisional Credits. The periodic Account statements and/or electronic reporting information, if subscribed to by Customer, provided to the Customer by the Bank will notify the Customer of funds transfer payments received by Bank for credit to one or more Accounts. Customer agrees that Bank will not be required to provide to Customer any other notice of such receipt of payments. All credits to any Account for funds transfers are provisional until Bank receives final settlement for the funds according to the rules of the funds transfer system by which such funds have been transmitted. Customer acknowledges and agrees that if Bank does not receive such final settlement, Bank is entitled to a refund and may debit the Account in the amount of such funds transfer credited to such Account.

30. Definitions. The meanings of defined terms shall be equally applicable to the singular and plural forms of the defined terms. All references to “include,” “includes,” or “including” shall be deemed to be followed by the words “without limitation.” Unless otherwise defined herein, capitalized terms shall have the following meanings:

- a. **“Account”** means any deposit account maintained with Bank by Customer and any other account with Bank over which Customer has access to and control over any funds on deposit therein, and loans or other products you have with us.
- b. **“Applicable Laws”** means, as applicable to the Services, a party, or the activities of a party, any declaration, decree, directive, legislative enactment, order, ordinance, law, rule or regulation, or other binding restriction of or by any governmental authority (including any federal, State, municipal, local, territorial, or other governmental department, whether domestic or foreign), and the rules of the association or organization through which transactions are processed, including the Operating Rules. References to “Applicable Laws” shall mean such laws as they may be amended, modified or otherwise exist from time to time.
- c. **“Act of Insolvency”** means **“Act of Insolvency”** means, with respect to any party, (i) the commencement by such party as debtor of any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, moratorium, dissolution, delinquency or similar law, or such party seeking the appointment or election of a receiver, conservator, trustee, custodian or similar official for such party or any substantial part of its property, or the convening of any meeting of creditors for purposes of commencing any such case or proceeding or seeking such an appointment or election, (ii) the commencement of any such case or proceeding against such party, or another seeking such an appointment or election, or the filing against a party of an application for a protective decree under the provisions of the Securities Investor Protection Act of 1970, which (A) is consented to or not timely contested by such party, (B) results in the entry of an order for relief, such an

appointment or election, the issuance of such a protective decree or the entry of an order having a similar effect, or (C) is not dismissed within 15 days, (iii) the making by such party of a general assignment for the benefit of creditors, or (iv) the admission in writing by such party of such party's inability to pay such party's debts as they become due.

- d. **"Affiliate"** shall have the meaning as set forth in the Signature Agreement.
- e. **"Authorized Person"** shall have the meaning as set forth in Section 2 above.
- f. **"Available Balance"** means the funds in your Account that are available to you to withdraw or transfer; to pay Checks and other Items; Payment Orders, and for all other use of the Services permitted under the Agreement in accordance with the Bank's Funds Availability Policy.
- g. **"Business Day"** means any day other than a Saturday, Sunday, holidays observed by the Federal Reserve Bank or other day on which Bank is required or authorized to be closed.
- g. **"Check"** means a draft that is payable on demand, drawn on, or payable through a United States financial institution, whether negotiable or not, and in whatever medium including an imaged or substitute check.
- h. **"Collected Funds"** means the positive balance, if any, of an Account, after settlement and processing of all other debits and credits to the Account at the close of each Business Day.
- j. **"Cut-Off Time"** means the time on any Business Day when Bank will no longer accept Payment Orders or other Instructions or process Transactions for that Business Day and any such Payment Orders or other Instructions received after such time, if accepted, will be processed as of the next Business Day.
- k. **"Documentation"** means any Set up Form(s), Implementation Materials or other documentation provided by Bank to Customer addressing the use of the Services.
- l. **"Error"** has the meaning as set forth in Section 9 of these General Terms and Conditions.
- m. **"Implementation Materials"** means all materials that explain or facilitate the use of a Service or System, including, without limitation, s, user booklets, operational manuals, Security Procedures, instruction and training materials,

and information provided by Bank relating to the Services.

- n. **"Instructions"** means any instruction (including any Payment Order or an application for credit), request, instrument, or other communication provided using Customer's Security Procedures, or otherwise provided by or on behalf of Customer to Bank to perform a Service or take action on behalf of Customer or its Accounts.
- o. **"License"** means the non-exclusive, non-transferable right to use, during the term of the Agreement, the Software, System or other intellectual property provided by Bank to use a particular Service.
- p. **"Losses"** means any and all claims, actions, demands, losses, damages, judgments, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) and all costs of settlement of claims.
- q. **"Nacha"** means the National Automated Clearing House Association.
- r. **"Operating Rules"** means the operating rules and guidelines of Nacha.
- s. **"Payment Order"** has the meaning as set forth in Article 4A of the UCC.
- t. **"Security Procedures"** means the Treasury Management Security Procedures provided by the Bank to Customer describing the procedure, access codes, passwords or other security devices required to access and use the Services securely, which may be provided in either a hard copy or electronic format, as may be amended by Bank from time to time.
- u. **"Services"** means the treasury management services described in the Schedule to the Agreement or otherwise incorporated herein.
- v. **"Set up Form"** means the forms completed by Customer or Bank at the direction of Customer requesting specific Services and may include: the Product Enrollment Form and Assignment of Security Procedures, Service specifics, such as procedures, specifications, Instructions, names of Authorized Persons, Accounts, and Cut-Off Times or deadlines, and any guides or materials describing to use of any Services or System, and shall include any other Customer election document all of which may be amended from time to time
- w. **"Software"** shall have the meaning in Section 4 of the General Terms and Conditions.

- x. **“Supplier”** has the meaning in Section 19 of the General Terms and Conditions.
- y. **“System”** means any method by which Customer may communicate with Bank for use of the Services, which may include, but not be limited to, Internet (including InBusiness , Remote Check Processing, and Lockbox) or other Web Browser, direct transmission File Transfer Protocol (“FTP”), Mobile App, SWIFT or other payment network offered by Bank from time to time.
- z. **“Transfer”** or **“Funds Transfer”** means an electronic transfer of funds from Customer’s Account.
 - aa. **“Transaction”** means executing an Instructions, including any Payment Order, on behalf of Customer as part of the Services.
 - bb. **“Unauthorized Transactions”** means any unauthorized, altered, counterfeit, or to other fraudulent transactions or other transaction not originated, initiated or signed (if necessary) by Customer or an Authorized Person.
 - cc. **“Uniform Commercial Code”** or **“UCC”** means the Uniform Commercial Code as adopted in the State.
 - dd. **“Vendor”** shall have the meaning as set forth in Section 19 of the General Terms and Conditions.

Form and more than one IBS may be available for such Service. Customer and Bank agree that each IBS shall be considered a System under the terms of this Agreement and any applicable Schedule. Bank offers multiple methods for accessing IBS, including through the Mobile App and through a web browser ("Web Browser"). Customer may request to communicate with the Bank by sending messages via one of the Systems that Bank offers and supports for the use of the Services from time to time. These messages may include Instructions with respect to the Services (including Payment Orders), payment advices, and information reporting. Customer agrees to send and receive messages as set forth in the Set Up Form and in the format required by the Bank. Customer agrees to not send Instructions or other messages to the Bank that are not part of the Documentation or Service and will not send notices regarding the administration of this Agreement as set forth in the General Terms and Conditions. Customer agrees to comply with any applicable rules applicable to the type of IBS. Customer agrees with and authorizes Bank to debit and credit the applicable Account to provide the Services, and to execute the Instructions in connection with Customer’s use of the IBS and such Service. The Services available through each of these methods may be limited. Not all IBS services are available from mobile devices and some IBS services may not be available from mobile devices that do not meet the hardware and software requirements established by Bank from time to time. At the discretion of Bank, IBS access via the Mobile App may not be available for certain types of Accounts, or Services due to security concerns or due to other Account restrictions.

Schedule 2 : INTERNET BANKING SERVICES

1. **System Access.** Customer may elect to use a Service and communicate with Bank with respect to such Service using one of Bank’s Internet Banking Services (or **“IBS”**). Internet Banking Services may include from time to time when offered by Bank for a particular Service include, but are not limited to, Services such as InBusiness, Remote Check Processing, direct transmission (e.g., FTP), SWIFT or other payment network or association. IBS shall be deemed a **“System”** as defined in this Agreement. After completion of the required Set Up Form, completing the required testing, and upon notice from Bank, Customer may communicate instructions and other information, enter into Transactions and access certain Services as described in within this Agreement, by accessing IBS as assigned to or made available by Bank and selected by Customer for such Service. The IBS with respect to a Service may be mentioned within the Service Schedule or Set Up

2. **Security Procedures.** Customer agrees to comply with the Security Procedures required for each IBS. Customer acknowledges that the security procedures are for the verification of authenticity and not to detect errors in Transactions or Instructions. Customer warrants that no Authorized Person will be allowed to initiate Transfers without proper supervision and safeguards and agree to take all reasonable steps to maintain confidentiality of security procedures and any related security features.

Customer agrees to designate Authorized Persons to act on Customer’s behalf, who shall have authority to

authorize all action necessary in the use of IBS or other System. Any Administrator or other Authorized Person authorized by an Administrator may designate the access and authority of Authorized Persons. Customer agrees that the Bank shall not be under a duty to inquire as to the authority or propriety of any Transaction made by Authorized Persons. Bank shall be entitled to act upon the Instructions of any person whom the Bank reasonably believes to be an Authorized Person, whether or not Customer has authorized such Instructions when received through IBS or other System. The Bank shall not be liable for any Losses arising out of any such Instructions.

Customer further agrees that the Bank will not be responsible or liable to Customer in any way if information is intercepted by an unauthorized person, either in transit or at Customer's place of business. Customer agrees to: (1) keep Customer's password(s) secure and strictly confidential, providing password(s) only to Authorized Persons on Customer's Account(s); (2) instruct each person to whom Customer gives password(s) that he or she is not to disclose it to any unauthorized person; and (3) immediately notify the Bank and select a new password(s) if Customer believes a password may be known to an unauthorized person.

BANK WILL HAVE NO LIABILITY TO CUSTOMER FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING CUSTOMER'S PASSWORD(S) THAT OCCUR BEFORE CUSTOMER HAS NOTIFIED BANK OF POSSIBLE UNAUTHORIZED USE AND BANK HAS HAD REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE. Bank may suspend or cancel Customer's password(s) even without receiving notice from Customer, if Bank suspects a password is being used in an unauthorized or fraudulent manner.

Customer acknowledges receipt of the Security Procedures for IBS and agrees that they are considered commercially reasonable Security Procedures as set forth in the Agreement for the instructions, Transactions, communications and Services accessed by Customer using IBS. Customer agrees to be responsible for each request, Transaction, or other communication initiated using the Security Procedures issued by Bank to Customer.

3. Customer Requirements. In connection with Customer's use of IBS, Customer must use a Web Browser or Mobile App, hardware, software and encryption that complies with the Bank's specifications therefore, which may be specified by Bank from time to time in the Documentation. Bank recommends that Customer have appropriate security measures for Internet use, including a proxy server and/or firewalls to control and protect Internet access. In no event will Bank have any liability in connection with and shall not be responsible for (i) inability to connect to or use IBS or any Service via the Internet or inability to communicate with Bank via the Internet or any website resulting from a problem with an Internet service provider or online service provider, failure of Customer's systems or otherwise, (ii) unknown hazards of Internet use, including, but not limited to interception of any information relating to Customer or its Transactions, which may include, but not be limited to, the use of spyware or "man in the middle" interception of information, or any application errors in or security breaches of any Internet browser, or (iii) any data that is lost or destroyed in connection with Customer's use of IBS.

Customer will (a) manage and administer the security of all communications from Customer to Bank, (b) designate employees of Customer authorized to use IBS to access information or transact business on behalf of Customer, (c) create user profiles, (d) enable or disable user identification, (e) enable, disable, or distribute access mechanisms, and (f) complete, execute, and modify any forms or Service-related Documentation deemed necessary by Bank to provide IBS. Bank may rely on all designations made by Customer until such time as Bank receives notice that such designations have been changed. Bank is not responsible for detecting errors in transmissions made by Customer using IBS

Schedule 3: ELECTRONIC INFORMATION REPORTING

In connection with the Electronic Information Reporting Service (the "**Reporting Service**"), Bank will collect certain information with respect to Accounts (and/or accounts maintained with other financial institutions), the Service provided under this Agreement and Transactions involving Accounts, and Bank will make such information

available to Customer to be viewed electronically via an IBS or transmitted electronically, all as more specifically elected by Customer and described in the Documentation.

1. Balance and Transaction Electronic Transmission.

Customer may elect to receive or have the Bank send Account balance and Transaction activity information reporting via electronic transmission directly to Customer or through other Systems offered by Bank from time to time as described in the Documentation; which may include, but not be limited to, SWIFT and elected by Customer in the Documentation. The Bank is not responsible for the content of balance or Transaction information received from third parties, even if such content or information is provided by Bank through a System.

2. Electronic Statements and Regulatory Information.

Customer may elect to receive Account statements, account analysis and other information relating to Account activity or services, Transactional activity and/or Services used with the Bank and/or its Affiliates ("**Statements**") electronically. Statements with respect to which Customer opts for electronic delivery ("**Electronic Statements**") will be selected by Customer on the Documentation. By selecting electronic delivery of Statements, Customer consents both to electronic delivery of such Statements and to electronic delivery of regulatory information that the Bank or its affiliates would typically include in mailings of paper Statements, such as mandated disclosures ("**Regulatory Information**"). Electronic Statements and Regulatory Information will be made available for viewing and printing through Customer's access via IBS or other System. Bank will make the Electronic Statements available after the Account's Statement cycle. The Bank recommends that Customer enroll for email notifications offered through IBS in connection with Electronic Statements, which provide notice to the Customer that the Electronic Statements are available for viewing, however, the Bank will have no liability or responsibility for any failure or delay in such email notifications being provided. **Selecting electronic delivery of Statements and Regulatory Information will result in only electronic delivery (and NO paper delivery) thereof.** Customer represents and warrants that it has the ability to receive, access and view the Electronic Statements and Regulatory Information by using IBS or other System and acknowledges that Customer's receipt of the Electronic Statements and Regulatory Information is subject to the

terms of Schedule 2 of the Agreement. Notwithstanding the foregoing, the Bank may, at its option, deliver paper Statements and/or Regulatory Information at any time. In addition, Customer may request a paper Statement and/or Regulatory Information by contacting Customer's service representative. A fee may apply for such Customer requests. Email and IBS shall constitute a "**System**" and Electronic Statements shall constitute a "**Service**" for purposes of the Agreement.

3. Updating Information. Customer understands that certain information available to it in connection with the Electronic Information Reporting Service is updated periodically and therefore, at any point in time may not reflect the information on Bank's records at such time, as more fully described in the Documentation. Customer acknowledges and agrees that the Electronic Information Reporting Service does not include any recommendation, guaranty, representation or warranty whatsoever by the Bank. Bank shall not be responsible for errors in, or delays regarding, information provided to Bank by other financial institutions or other non-Bank sources. Customer understands and acknowledges that balances on all accounts and other information will be reported by Bank in United States Dollars (USD), regardless of whether the source Account or information is maintained in USD or other currency.

Schedule 4:

WIRE TRANSFER SERVICES

Subject to the terms and conditions of this Agreement, the Bank will execute Funds Transfers using the Wire Transfer Services (or "**Wire Services**") described in this Schedule in the amount and from one of Customer's Accounts, for credit or payment to another Account, or to an account at another financial institution (including such transfer made by Fedwire, SWIFT, or other electronic funds transfer system – excluding any ACH system) or internal Bank transfer, all as specified in each Payment Order (each a "**Transfer**" or "**Wire Transfer**"). Each Instruction submitted by Customer shall be considered Customer's Payment Order. Each instruction to initiate a Transfer shall be deemed Customer's "**Payment Order**"

1. Customer's origination of Payment Orders.

Customer may use the Security Procedures assigned to Customer to originate Payment Orders for Bank to initiate Wire Transfers on Customer's behalf through a System as offered and permitted by Bank from time to time. Each

Payment Order must (a) be submitted in the format and contain the information required by Bank and actually received by the Bank; (b) designate the Customer Account from which it is to be paid; (c) not exceed the amount of the Available Balance in the designated Customer Account, or any applicable daily limits, or other restrictions or limitations established by the Bank or Customer; (d) is accepted by the Bank; and (e) otherwise complies with the terms of this Agreement. Any Payment Orders received after the Cut-Off Time on any Business Day may be treated as if they were received at the opening of the next Business Day. These Cut-Off Times are subject to change by the Bank from time to time in the Bank's sole discretion.

2. Right of Refusal. The Bank reserves the right to refuse processing of any Payment Order for any reason in our sole good faith discretion, including those issued against uncollected or insufficient balances. Nothing in this Schedule shall prohibit the Bank from debiting any Customer Account for any Wire Transfer executed by the Bank, even if the amount of the Wire Transfer creates or increases an overdraft in the Account. In the event an overdraft is created or increased, Customer shall deposit or transfer into the Account sufficient immediately available funds to pay the amount of the overdraft by the close of that Banking Day. Any overdraft existing at the close of a Banking Day is immediately due and payable without notice or demand. Nothing in this Agreement nor any course of dealing between Customer and the Bank constitutes a commitment or obligation of the Bank to lend money, allow the creation or increase of an overdraft, or otherwise extend any credit or advance funds to Customer to pay for any Transaction or Transfer made hereunder.

3. Notice of Failure or Rejection. The Bank will notify Customer if the Bank, any funds transfer system, or any other bank rejects or fails to execute a Wire Transfer. Bank will also notify Customer of the reason for the rejection or failure after the Bank receives notice of the reason. The notices provided under this paragraph shall be deemed commercially reasonable and effective when given or otherwise made available to Customer through its regular Account statement, any Electronic Statement or any System or other Service used by Customer, and Customer agrees that Bank shall have no liability for any failure or delay in providing such notice. Bank has no obligation to re-send a Payment Order that

is returned to us if we complied with terms of the original Payment Order.

4. Cancellation or Amendment of Payment Order. The Customer has no right to cancel or amend any Payment Order after it has been received by the Bank. However, to the extent permitted by Applicable Laws, the Bank will use its reasonable efforts to act on the Customer's request to cancel any such Payment Order before the Bank processes it, but the Bank will have no liability if such cancellation is not affected.

5. Processing Payment Orders. Following Bank's receipt and acceptance of a Payment Order, Bank will execute such Payment Order subject to the terms of the Agreement, including, but not limited to, the requirement that: (i) such Payment Order is received containing all information required by Bank; (ii) such Payment Order is received in the format and through the Channels or other transmission method required or permitted by Bank; and (iii) if required by Bank, Customer has paid Bank for the amount of the Payment Order, including Bank's Fees and any other applicable charges.

In the event of any inconsistency between the name and account number or identifying number in a Payment Order or other Instruction, Bank may, in its discretion, make the electronic funds transfer based solely upon the account number or identifying number set forth in such Payment Order or other Instruction, and Customer shall be responsible for any and all Losses incurred as a result of any such inconsistency. Customer is solely responsible for the content of each Payment Order and the accuracy and completeness of the information contained therein. Bank will rely on the information contained in the Payment Order in carrying out your instructions. No instructions or other restrictions accompanying your Payment Order shall be effective unless expressly accepted and agreed to in writing by Bank. Bank may in its sole discretion, but is not obligated to, require evidence of the authority of the person submitting the Payment Order to act on your behalf before accepting it for processing.

6. Security Procedures. Customer acknowledges and agrees that it has received and reviewed the Security Procedures offered by Bank that apply to the Wire Transfer Services and Payment Orders and that Customer's use of the Wire Transfer Services constitutes the Customer's acceptance of those Security Procedures

as commercially reasonable and otherwise subject to the terms addressing use of Security Procedures in Schedule 1 of this Agreement.

7. Unauthorized Payment Orders. Customer agrees to notify the Bank of any unauthorized Payment Order, any payment to a Beneficiary not intended by the Customer, any payment in an amount greater than the amount intended by the Customer and any Payment Order duplicative of a Payment Order previously sent by the Customer, along with the relevant facts relating to the error, immediately but no later than the next Business Day after the Customer receives notice from the Bank (or its Provider) with information that the Payment Order was accepted by the Bank or that an Account was debited with respect to the Payment Order. The Customer shall be liable to the Bank for any losses Bank incurs as a result of the Customer's failure to discover the error and notify the Bank. This duty on the part of the Customer to discover errors and notify the Bank shall also apply to amendments to Payment Orders.

8. Payment by Customer. Customer authorizes the Bank to debit its Account(s) as designated in the Set Up Form and Assignment of Security Procedures to initiate wire transfers based on the Payment Orders received by Bank and Customer agrees to pay to the Bank the amount of each Transfer no later than the date the Transfer is processed by the Bank even if sufficient funds are not in the Account and it otherwise creates an overdraft of each wire transfer. The Customer expressly acknowledges and agrees that for purposes of this Section, future dated wire transfers and international wire transfers are "processed" by the Bank on the date the Payment Order is received by the Bank, even though the date on which the related Transfer is affected may be a later date. If any Transfer creates an overdraft in an Account, then Customer agrees to promptly pay Bank on demand and in immediately available funds, the amount of any such overdraft with interest thereon at Bank's then existing overdraft rate for the period involved until such overdraft is paid in full, and Customer further agrees that Bank may debit any other Customer Account for such payment. The foregoing payment obligations will survive termination of the Agreement and this Article.

9. Intermediary Banks. Customer shall specify routing Instructions for wire transfers in any Payment Order communicated to Bank. If no such specification is made, Customer hereby instructs Bank to send Transfers

through such correspondent(s) as deemed appropriate by Bank in its sole discretion after consulting standard bank references as to correspondent relationships. In executing any wire transfers, the Bank shall use whatever funds transfer system, communications system, and intermediary bank is designated by the Customer, except where the Bank in good faith concludes that use of such funds transfer system, communication system, or intermediary is not feasible or would involve undue delay, in which case the Bank shall use such of the funds transfer systems and communications systems in which Bank participates, and such intermediaries, agents or sub-agents as Bank determines to be appropriate in connection with any such wire transfers. To the fullest extent permitted by law, (i) any such funds transfer system, communications system, or intermediary, agent or sub-agent shall not be a Supplier, and shall be deemed to be the agent of the Customer, and the Bank shall not be liable for any errors, negligence, suspension or default of any of them or for any failure to identify the beneficiary or any mispayment by any of them, and (ii) Bank shall not be liable for any errors, mutilations, delay, misdelivery or failure of delivery in the transmission of any Transfers in connection with such Transaction or for any suspension of any means of transmission or for any imposition of any censorship, exchange control or other restriction, all such risk being borne by the Customer.

10. Transfers in Foreign Currency. Any request for the Transfer of funds in a currency other than U.S. Dollars shall require the Customer to first validly purchase such foreign currency from the Bank or Bank shall purchase such amount from Bank's affiliate or correspondent bank. Unless otherwise agreed between Bank and Customer, the value of any such wire transfer shall be reported to Customer in the U.S. Dollar equivalent of the amount of foreign currency transferred. Any loss of exchange arising from a subsequent cancellation of such wire transfer request or because of a rejection of delivery for any reason shall be charged to Customer's Account. The Customer agrees that if the Bank utilizes the services of other banks for the purpose of giving effect to any request or order for the Transfer of funds in foreign currency, then the Bank does so for the account of and at the risk of the Customer.

11. International Wire Transfers. For the wire transfer Service as it pertains to international Transfers: (a) The Bank may issue separate Security Procedures and directions relating to the origination of international wire

Transfers by Customer which shall replace or be in addition to those for domestic Transfers; (b) International Transfers are completed at Customer's sole risk and responsibility, including reimbursement of the Bank's fees, expenses, and legal fees, and subject to all laws or decrees of any domestic or foreign government, taxing or postal authority, or other agency at the time the Transfer is made; (c) In the event that there is a delay in wire transmission or an interruption in a wire transmission, the Bank will request the intermediary institution(s) honor the stated value date, but the Bank has no responsibility for the actual value applied for crediting funds to the payee; (d) for international Payment Orders, the Bank does not guarantee that its correspondents or agents can or will make payment in U.S. Dollars, nor does the Bank guarantee that there will not be a charge made by some other bank or banker effecting any Transfer initiated by the Bank; and (e) Customer understands that each intended Beneficiary or a Transfer initiated by the Bank at Customer's request will be compared to a list published and updated by the U.S. Department of Commerce Office of Antiboycott Compliance or Special Designated Nationals and Blocked Persons List as published and updated by the Office of Foreign Assets Control of the U.S. Treasury Department (collectively, the "**OFAC List**"). If the name of the intended Beneficiary of a Payment Order is contained on the OFAC List, the Bank will, under no circumstances, transmit the requested Payment Order. Customer agrees that the Bank is under no obligation to transmit a Payment Order when the name of the intended Beneficiary is on the OFAC List, and furthermore, Customer agrees that the Bank will not be held liable for any damages, direct or indirect, occasioned by the Bank's refusal to transmit a Payment Order to an intended Beneficiary whose name appears on the OFAC List or hold such amount of funds as required by Applicable Laws. Bank's Fees only cover our costs for international wire transfers; additional costs or fees over which we have no control may be incurred during processing and you agree to pay any such additional costs or fees. In addition, foreign countries and their subdivisions, any intermediary bank and the beneficiary's bank may charge transfer taxes and other transfer fees that will reduce the amount received by the beneficiary.

12. Returned Wires (Incoming and Outgoing). In the case where wire detail (i.e. the information in the Payment Order received) does not match account information for any incoming Transfer, the funds will be returned to the originator and you may be subject to Fees

for such return. In the case where your outgoing wire detail (i.e. the information in the Payment Order that you originate to pay to a third party) does not match account information for any outgoing Transfer, the receiving bank may return the Payment Order and you may be charged Fees by Bank and/or a fee by the receiving bank.

Schedule 5: ACH ORIGINATION SERVICES

ACH Origination is a Service that permits Customer (or its TPSP (defined below) as permitted by Bank) to initiate credit or debit ACH Transfers. Unless otherwise defined in this Agreement, capitalized terms used in this Schedule shall have the meanings provided in the Operating Rules. The term "**Entries**" shall have the meaning provided in the Operating Rules and shall also mean the data received from Customer hereunder from which Bank prepares Entries, each of which shall be deemed Customer's Payment Order. Customer (as "Originator") has requested to initiate Entries through the Bank (as "Originating Depository Financial Institution" or "ODFI") for the deposit ("**Credit**") and/or payment ("**Debit**") of money to and from the accounts of Receivers maintained at Bank and at other Depository Financial Institutions ("**RDFIs**"), by means of the Automated Clearing House system ("**ACH System**"). Unless otherwise agreed by Bank in writing all such ACH Transfers shall settle in the United States.

1. Operating Rules/Regulations. Customer will comply with the Operating Rules in existence as of the date of this Agreement and as amended from time to time. The duties of the Customer set forth in the following paragraphs of this Agreement in no way limit the requirements of complying with the Operating Rules.

2. Customer Authorizations and Records Retention. Before the initiation by Customer of the first Credit Entry or Debit Entry to a Receiver's account, the Customer will obtain from each of its Receiver's an authorization to make one or more Entries to the Receiver's account. Each Entry thereafter will be made pursuant to such authorization, and Customer will not initiate any Entry after such authorization has been revoked or the arrangement between Customer and such Receiver has terminated. Customer will retain the original or a copy of each authorization, notice and other document required to be given to the Receiver under the

Operating Rules and will, upon request of Bank, furnish such original or copy to Bank within three (3) days of Bank's request, which shall be at the sole cost and expense of Customer.

3. Delivery of Entry Information.

a. Customer delivery of Entries. Customer or a Customer Vendor may transmit Entries to Bank either via IBS, Direct File Transfer or other System as permitted by Bank from time to time. For the purposes of this Schedule any Customer Vendor shall be deemed a Third Party Service Provider as defined in the Operating Rules (a "TPSP"). Customer may also use IBS or other System to provide the information to create the Entries based upon the Applications made available to the Customer via IBS or other System. "Applications" are the features of the ACH Origination Services that allow a Customer to provide via IBS or other System the information relating to an Entry that Bank may then use to generate the ACH File. The Entries transmitted by Customer shall (i) be to the location and in compliance with the formatting requirements set forth by the Bank and as may be changed from time to time by Bank; (ii) not have an Effective Entry Date that is more than five (5) Business Days from the receipt of the Entry by Bank (with Collected Funds remaining in the Account until such future settlement date); and (iii) be in compliance with the requirements of this Agreement including, but not limited to, the Security Procedures and the Operating Rules. Entries shall be deemed received by Bank, in the case of Electronic Transmission, when the transmission in compliance with the Agreement is completed.

b. Future Dated ACH Origination. The Customer will deliver each Entry or file of Entries to Bank no later than the established Cut-Off Time. All Entry information so delivered shall be in the medium required by the Bank and the format required by the Operating Rules. Unless otherwise agreed by Bank in writing:

i. **Credit Entries.** The Bank may require Credit Entries to be delivered on or before two Business Days prior to the effective date of the Entries contained within the file. Bank currently allows Entries to be received from Customer on the last Business Day prior to

the effective entry date; provided, that Bank reserves the right to change this procedure at its sole discretion upon notice to Customer.

ii. **Debit Entries.** Debit Entries are to be delivered on or before one Business Day prior to the effective Entry Date of the Entries within the file.

iii. **Delays.** If Entries are not timely delivered by Customer as set forth above there may be a delay in settlement, and in such event, Customer agrees that Bank will be held harmless in the event settlement does not occur on the effective Entry Date.

c. Same Day ACH Origination. Customer will deliver each same day ACH Entry or file of same day ACH Entries to Bank no later than the Cut-Off Time on the settlement date. Same day ACH Entries must comply with the Operating Rules and Bank's requirements and restrictions as disclosed to Customer from time to time.

4. **Effective Date for Entries.** The effective date with respect to an Entry shall mean the Business Day upon which the Entry is to be posted to the account of Customer's customer.

5. **Rejection of Entries.** Bank may reject any Entry for any reason in good faith, including, but not limited to those Entries that either; (i) do not comply with the Agreement, (ii) exceeds the amount of the Available Balance in Customer's Account or exceeds the daily ACH limits established by Bank for Customer from time to time, or (iii) Bank reasonably believes violates Applicable Laws. Bank shall notify Customer by of such rejection no later than the Business Day such Entry would otherwise have been transmitted by Bank to the ACH Operator, or in the case of an On-Us Entry, its Effective Entry Date. Notices of rejection shall be effective when given. Bank shall have no liability to Customer by reason of the rejection of any Entry or the fact that such notice is not given or not given at an earlier time than that provided for herein.

6. **Cancellation of Amendment of Entries.** Customer agrees that it has no right to cancel or amend an Entry after it has been submitted to Bank. However, if a request for cancellation or amendment is received by Bank prior to transmitting the Entry to the ACH Operator, Bank may use reasonable efforts to act on

such a request but shall have no liability if such request is delayed or not executed.

- 7. Reversal of Entries.** Customer may initiate a Reversing Entry to correct an Erroneous Entry ("**Reversal**") and the Reversal must be transmitted to the Bank within twenty-four (24) hours of the discovery of such duplication or error so that it may be timely transmitted to the ACH Operator. Notwithstanding the foregoing, the Reversal must be transmitted to the Receiving ACH Operator in such time as to be transmitted or made available to the RDFI by midnight of the fifth (5th) Business Day following the Settlement Date of the Erroneous Entry. Bank may charge Customer and Customer shall reimburse Bank for any expenses, including internal employee time, legal expenses, losses, or damages that Bank may incur in effecting or attempting to affect Customer's request for the Reversal.
- 8. Inconsistency of Name and Account Number** Customer acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Bank to the RDFI may be made by the RDFI (or by Bank in the case of an On-Us Entry) on the basis of the account number supplied by Customer, even if it identifies a person or entity not consistent with the named Receiver, and Customer remains obligated to pay the amount of the Entry to Bank notwithstanding the inconsistent nature of the information provided to Bank.
- 9. Security Procedures.** Customer acknowledges and agrees that it has received and reviewed the Security Procedures offered by Bank that apply to the ACH Origination Services and Payment Orders and that Customer's use of the ACH Origination Services constitutes the Customer's acceptance of those Security Procedures as commercially reasonable and otherwise subject to the terms addressing use of Security Procedures in Schedule 1 of this Agreement.
- 10. Settlement by Customer for Entries.** Customer will maintain an Account at Bank to be used as a "**Settlement Account**" with balances sufficient to offset any Entries submitted and against which any rejected Entries may be credited or debited. Bank will either charge or credit Customer's Settlement

Account for any Credit or Debit Entry initiated by Customer on the Settlement Date. Customer will reimburse with good and immediately available funds in the amount required by Bank if, after settlement has been made by Bank, any Debit Entry is rejected, if any adjustment memorandum that relates to any such Debit Entry is received by Bank, or if an overdraft is created in any of Customer's Accounts to pay for any of Customer's Entries. Such reimbursement will be made on the date such rejection or memorandum is received by Bank. Customer shall maintain a sufficient Available Balance to pay Bank the amount of each Entry transmitted by Bank on the date the Entry is transmitted by Bank to the ACH Operator. In the event Customer does not have sufficient funds in the designated Account, Bank may debit any other Customer Account or create an overdraft in Customer's Account to pay for such Entries. Bank may provisionally credit Customer for Debit Entries on the Effective Entry Date of such Debit Entry, *provided, however*, that Bank may reverse such Entry if final payment is not received by Bank by the next Business Day. CUSTOMER SPECIFICALLY ACKNOWLEDGES THAT IT HAS RECEIVED NOTICE OF THE OPERATING RULE REGARDING PROVISIONAL PAYMENT AND OF THE FACT THAT, IF SUCH SETTLEMENT IS NOT RECEIVED, THE RDFI SHALL BE ENTITLED TO A REFUND FROM THE RECEIVER OF THE AMOUNT CREDITED OR DEBITED AND CUSTOMER SHALL NOT BE DEEMED TO HAVE SETTLED THE RECEIVER THE AMOUNT OF THE ENTRY.

- 11. Pre-Funding.** Bank reserves the right to require Customer to pre-fund an Account maintained at Bank prior to the Settlement Date, or in the case of a Same Day ACH Credit Entry on the Settlement Date, of the ACH File for payment of any ACH Entries ("**Pre-Funding**"). Customer will provide immediately available funds sufficient to pay all Credit Entries initiated by Customer prior to initiating any Entries for which pre-funding is required. Bank will not be obligated to process, transmit, or settle for the Credit Entries received from Customer if an Available Balance is not on deposit if Customer is put on Pre-Funding. Bank may require Pre-Funding at any time without notice to Customer, provided, that Bank shall endeavor to provide notice to Customer prior to placing Customer's ACH Service on Pre-Funding. In the case of ACH Credit Entries originated by Customer, sufficient Available Funds must be in the Pre-Funding Account before Customer transmits the ACH File to Bank, and, in all instances, a minimum of

two (2) Business Days prior to Settlement Date, or Customer's ACH Credit Entries may not be processed. In the case of ACH Debit Entries originated by Customer, sufficient Available Funds must be in the Pre-Funding Account before Customer transmits the ACH File to Bank, and, in all instances, prior to Settlement Date, or Customer's ACH Debit Entries may not be processed. Bank is under no obligation to hold the ACH File until Available Funds are in the Account and then process same ACH File, although Bank may do so at its discretion. When the Bank holds the ACH File until the account is funded, if the account is funded after the effective date of the original file transmission, the effective date will be changed by the Bank to the earliest available Business Day and the ACH File will be processed. Bank is under no obligation to contact Customer in the event of insufficient Available Funds to process Customer's requested Entry. Should Bank process an ACH File against an Account with insufficient Available Funds, Bank is under no obligation to process subsequent ACH Files against an Account with insufficient Available Funds

12. Erroneous Entry. If the Customer discovers that any Entry it has initiated was in error, it must notify the Bank in writing of such error and must comply with the security procedures. The Bank will utilize its best efforts on behalf of Customer, consistent with the Operating Rules to correct the Entry, subject to the terms of Schedule 1 of this Agreement. In all such cases, it shall be the responsibility of the Customer to notify its affected customers that an Entry has been made, which is at variance with the customer's authorization or is otherwise erroneous. The Customer is responsible for the creation of reversing entries.

13. Rejected or Returned Entry. In the event any Entries are rejected or returned by the ACH Operator for any reason whatsoever, it shall be the responsibility of Customer to remake and resubmit such Entries or otherwise to resolve the rejection or return in accordance with the Operating Rules, provided, however, the Bank shall remake such Entries in any case where rejection by the ACH Operator was due to mishandling of such Entries by the Bank and sufficient data is available to the Bank to permit it to remake such Entries. The Customer shall retain and provide the Bank on request all information necessary to

remake any files of Entries for three (3) Business Days after midnight from the day Entries are made to Customer's Account. In all other instances, Bank's responsibility will be to receive rejected and returned Entries from the ACH, perform necessary processing, control and settlement functions, and to forward such Entries to the Customer.

14. Representations, Warranties and Indemnification.

With respect to each and every Entry initiated by Customer, the Customer represents and warrants, and will be deemed to have made the same at the time each Entry is initiated by Customer, that a) each Entry complies with this Agreement and the Operating Rules, b) no warranties of an Originator and ODFI have been or shall later be breached, c) each Entry shall in no way violate any Applicable Laws, including the Electronic Fund Transfer Act and Regulation E, d) each person shown as the Receiver on an Entry received by Bank from Customer has authorized the initiation of such Entry as required by the Operating Rules, (e) such authorization is operative at the time of transmittal or settlement by Bank as provided herein, (f) Entries transmitted to Bank by Customer are limited to those types of Debit Entries or Credit Entries given by Customer at the time of Set Up for ACH Services, and (g) Customer shall be bound by and comply with the Operating Rules as in effect from time to time, including, without limitation, the rule regarding making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry.

15. Bank's Responsibilities. In the performance of the services required by this Agreement, Bank shall be entitled to rely solely on the information, representations and warranties provided by Customer pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof.

16. Customer's Rights to Refund for Debit Entries.

Customer acknowledges the right of a Receiver to obtain a refund of the funds debited from Receiver's account by such customer's sending of a notice to the Receiving Bank within applicable regulatory timeframes Such Receiver's notice must state the error, and demand that the amount of the Debit Entry be credited back to Receiver's account. Customer

agrees to promptly reimburse Bank for all funds Customer has received when Receiver follows the procedures described in this Section.

17. THIRD PARTY SERVICE PROVIDERS. If Customer hires, employs or engages a TPSP in connection with any ACH Service, such Customer Vendor is Customer's agent. Customer shall notify Bank of the name of any Customer Vendor to whom it delegates its duties or responsibilities under this Agreement before Customer's Vendor initiates any Transactions or performs an obligation authorized or required under this Agreement. Customer agrees that it shall be solely responsible for ensuring its' Vendor complies with Customer's obligations under this Agreement (including Security Procedures). Customer is bound by all acts of such Customer Vendor. Customer confirms that it grants authority to those Customer Vendors so identified in accordance with this Section to legally bind Customer with respect to its use of the ACH Origination Services. Customer is liable for (i) Customer Vendor's actual failure to comply with any of Customer's obligations under this Agreement, (ii) all fees, costs and expenses owed to each Customer Vendor for its services on Customer's behalf, and (iii) any claims, damages, costs and expenses incurred by Customer or Bank as a result of Customer Vendor's failure to perform, delay or error in performing services on Customer's behalf or comply with the Operating Rules. Notwithstanding the foregoing, Customer understands and agrees that Bank may refuse to accept any Instructions from such Customer Vendor for any reason, but in no event shall Customer or Customer Vendor have a cause of action, legal or equitable, against Bank for such refusal.

18. TERMINATION OF ACH ORIGINATION SERVICES. In addition to Bank's right to terminate Services under this Agreement, Bank reserves the right to immediately terminate in its sole good faith discretion, all or part of the ACH Services upon providing written notice to Customer, including, but not limited to, if the Customer in Bank's sole good faith discretion has an excessive number of Return Entries

19. Unauthorized Requests. The Customer is solely responsible for all requests received by the Bank. If at any time the Customer suspects that an unauthorized request has been made or that Customers access codes and/or login information

have or may have become known to any unauthorized person or party, **THE CUSTOMER MUST IMMEDIATELY PROVIDE TELEPHONE NOTICE TO TREASURY MANAGEMENT SUPPORT AT THE NUMBER INDICATED ON THE "CONTACT US" PAGE AT THE END OF THIS AGREEMENT, TO BE FOLLOWED AS SOON AS POSSIBLE, BUT NO LATER THAN THE END OF BUSINESS DAY, AFTER TELEPHONE NOTIFICATION TO THE ADDRESS INDICATED IN CONTACT US PAGE BELOW.**

20. ACH Daily Limits and Restrictions. The maximum daily ACH limit equals the amount of Credit Entries and Debit Entries transmitted by customer to Bank on a Business Day as well as the aggregate value of limits that may be transmitted with a common settlement day. This limit is subject to review at a minimum annually by Bank and may be changed at any time by Bank in its sole discretion. Bank may restrict the type of Entries that Customer may originate by Standard Entry Class ("SEC") Code in Bank's sole discretion. Customer can request the limit be reviewed at any time.

21. Provisions Applicable to ACH Third Party Senders. With respect to each and every Entry initiated by Customer, Customer represents and warrants to Bank and agrees that (a) Customer shall initiate Entries as a Third-Party Sender only in compliance with the provisions of this section after prior written approval by Bank, (b) in any case in which Customer acts as a Third-Party Sender with respect to the initiation of Entries on behalf of other Originators or Third-Party Senders, the Originator has agreed to assume the responsibilities of an Originator under the Operating Rules, and Customer makes the warranties and assumes the liabilities of an Originating Depository Financial Institution as provided in the Operating Rules, (c) each person shown as the Receiver on an Entry received by Bank from Customer has authorized the initiation of such Entry and the debiting or crediting of its account in the amount and on the Effective Entry Date shown on such Entry, (d) such authorization is operative at the time of transmittal or at the time of debiting or crediting by Bank as provided herein, (e) Entries transmitted to Bank by Customer are limited to PPD and CCD unless separately approved by Bank in writing, (f) Customer shall perform its obligations under this Agreement in accordance with all Applicable Laws, (g) Customer

shall be bound by and comply with the Operating Rules as in effect from time to time. Customer specifically acknowledges that it has received notice of the Operating Rules. Customer shall indemnify Bank against any claim, loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements, (h) Customer shall comply with Operating Rule requirements related to annual compliance audits and risk assessments and will implement a risk management program based on the results of those assessments, and (i) Customer will establish data security policies, procedures and systems with commercially reasonable authentication, authorization and encryption protocols.

23.1 Customer Acting as Third-Party Sender.

Due Diligence; Bank Approval of Originators. In any case in which Customer proposes to act as a Third-Party Sender with respect to the initiation of Entries on behalf of other Originators, Customer shall perform due diligence on each proposed Originator and provide a summary of the results of the due diligence to Bank upon such form, and in such format, as Bank may from time to time require. Customer's responsibilities shall include, but not be limited to, the following:

- a. Performing an initial check on the name of the proposed Originator against the OFAC List prior to entering into any agreement to provide ACH services to such Originator and repeating such check monthly, or as often as the OFAC List is updated, to ensure no match is found;
- b. Implementing and administering the requirements of Bank's Customer Identification Program ("**CIP**") for ACH Originators as may be adopted and provided to Customer from time to time;
- c. Obtaining general information on the proposed Originator including name, address, taxpayer identification or social security numbers, copies of corporate organization documents, identity of owners, type of business, purpose for the Transactions and similar general information. This information must be compiled and provided to Bank as required by Bank;

- d. Obtaining sample copies of ACH authorizations, customer contracts and related materials to be used by the Originator;
- e. Setting and enforcing Transaction exposure limits;
- f. Auditing and testing Originator authorization processes and quality;
- g. Monitoring forward and return Transaction volumes, dollars and rates; and
- h. SEC Code specific risk management requirements and warranties as required by the Operating Rules.

Bank will review the due diligence information provided by Customer and approve, deny or request additional information regarding the proposed Originator in a timely fashion. Customer will not transmit Entries from the proposed Originator until receipt of Bank's written approval.

Contract Requirements. Customer shall enter into an agreement with each Originator pursuant to which the Originator is bound by the Operating Rules and assumes the responsibilities of an Originator under the Operating Rules. Such agreement must contain an acknowledgment that Entries that violate the laws of the United States may not be initiated. Customer shall provide Bank with the form of agreement to be used by Customer with respect to this requirement, and Customer shall provide Bank with any amendments to such form agreement.

23.2 Customer Agreements with Others Acting as Third-Party Senders.

Due Diligence; Bank Approval of Third-Party Sender and Originators. In any case in which Customer proposes to act as a Third-Party Sender with respect to the initiation of Entries on behalf of another Third-Party Sender with whom the bank does not have a direct contractual relationship ("A Nested Third Party Sender"), Customer shall perform due diligence on each proposed Third-Party Sender and provide a summary of the results of the due diligence to Bank upon such form, and in such format, as Bank may from time to time require. Customer's responsibilities shall include, but not be limited to, the following:

- a. Performing an initial check on the name of the proposed Third-Party Sender against the OFAC List prior to entering into any agreement to

provide ACH services to such Third-Party Sender and repeating such check monthly, or as often as the OFAC List is updated, to ensure no match is found;

- b. Implementing the requirements of Bank's CIP for ACH Originators, as may be adopted and provided to Customer from time to time, with respect to the proposed Third-Party Sender;
- c. Obtaining general information on the proposed Third-Party Sender including name, address, taxpayer identification or social security numbers, copies of corporate organization documents, identity of owners, type of business, purpose for the transactions and similar general information. This information must be compiled and provided to Bank as required by Bank;
- d. Obtaining sample copies of Agreement between Customer and the additional Third-Party Sender;
- e. Ensuring that the Nested Third-Party Sender complies with annual Nacha Audit and Risk Assessment requirements. The Nested Third-Party Sender may not rely on an audit or risk assessment performed by another Third-Party Sender; it must conduct its own;
- f. Setting and enforcing transaction exposure limits;
- g. Auditing and testing Originator authorization processes and quality;
- h. Monitoring forward and return transaction volumes, dollars and rates; and
- i. SEC Code specific risk management requirements and warranties as required by the Operating Rules.

Bank will review the due diligence information provided by Customer and approve, deny, or request additional information regarding the proposed Third-Party Sender in a timely fashion. Customer will not transmit Entries from the proposed Third-Party Sender until receipt of Bank's written approval.

Contract Requirements. In any case in which Customer acts as a Third-Party Sender with respect to the initiation of entries for another Third-Party Sender, including instances in which there are multiple Third-Party Senders in the chain between Customer and the Originator, Customer shall require that (i) an agreement be entered into by each party in the chain pursuant to which each such party agrees to be bound by the Operating Rules, (ii) each Third-Party Sender shall agree in writing to

assume the responsibilities and make the warranties of an Originating Depository Financial Institution as provided in Sections 5.3 and 5.5 of the Operating Rules, and (iii) the Third-Party Sender whose relationship is with the Originator enters into an agreement, containing the provisions set forth in (a)(ii). Each of the aforementioned agreements must contain an acknowledgment that Entries that violate the laws of the United States may not be initiated. Furthermore, each of the agreements shall require the Third-Party Sender having a contract with the ultimate Originator to perform the due diligence required under (a)(i) and provide the results of the same to Bank for Bank's review and approval or denial of each proposed Originator. Customer shall provide Bank with the form of agreement to be used by Customer with respect to other Third-Party Senders, which must be agreed upon for use by Bank. Customer shall provide Bank with any amendments to any such form agreements prior to their use. Customer shall obtain the prior consent of Bank with respect to any Third-Party Sender or Originator on behalf of whom Customer intends to initiate any Entries.

Schedule 6: Business Bill Pay

You may use Business Bill Pay (the "Bill Pay Service") to direct Bank to make payments from your designated checking account to the Payees (anyone you designate to pay and, Bank chooses to accept, as a recipient of a bill pay transaction).

1. Administration and Authorized Persons. The Administrator will be granted access to Business Bill Pay. The Administrator may request Business Bill Pay access for additional Authorized Persons. Access rights for Authorized Persons may be modified by the Administrator once the Authorized Persons are granted access in Business Bill Pay. The Administrator will select desired levels of authority for each Authorized Person.

2. Managing Payees. Authorized Persons are permitted to add a new payment to a Payee by accessing the service and entering the appropriate information or add a new Payee. The Bank reserves the right to refuse the designation of a Payee for any reason. You may pay any Payee within the United States (including U.S. territories). The Bank is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

3. Bill Payment Daily Limits and Restrictions. Transfer Limitations: All services and transfers offered through this Agreement may incorporate restrictions on the dollar-value of transactions. The maximum daily limits are subject to review and may be changed at any time by Bank in its sole discretion. Customer can request the limit be reviewed at any time. Bank may restrict the type of payments that the Customer may originate.

4. Payment Processing Dates. Business Bill Pay functions on a "Due Date Model" wherein you will select the due date for your payment and Business Bill Pay will calculate the appropriate processing date based on whether your Payee is designated to receive payment electronically or by check. The system will display a calendar indicating the soonest available due date for your desired payment. Payments made electronically will result in a debit to your account on the due date. Draft checks are encoded with your account number and your account will not be debited until the check has been presented for payment by the Payee. The Cut-off time for scheduling of payments is on the business day immediately preceding the processing day.

5. Recurring Payments. When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules: If the recurring payment "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date. If the recurring payment "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date. The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your "Payees." **Note:** If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated

processing date, then the last calendar day of that month is used as the calculated processing date.

6. Cancelling a Payment. A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date. Once processed, you may not cancel or stop bill or payroll payments delivered electronically. You may place a stop payment on bill payments issued by check by contacting the Bank before the check is presented for payment. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

Available Funds. Bank reserves the right to refuse or cancel any payment(s) if the full dollar value of any individual payment or of all outstanding payments submitted for processing is not fully supported by collected available balances at any point from the time the payment(s) is scheduled until funds are deducted from the Customer account.

8. Security Procedures. Customer acknowledges and agrees that it has received and reviewed the Security Procedures offered by Bank that apply to the Bill Payment Service and that Customer's use of the Bill Payment Service constitutes the Customer's acceptance of those Security Procedures as commercially reasonable, and subject to the terms Schedule 1 of this Agreement addressing Security Procedures.

9. Unauthorized Bill Payment Requests.

The Customer is solely responsible for all Bill Pay Service requests received by the Bank. If at any time the Customer suspects that an unauthorized Bill Pay Service request has been made or that access codes and/or login information have or may have become known to any unauthorized person or party, **THE CUSTOMER MUST IMMEDIATELY PROVIDE TELEPHONE NOTICE TO TREASURY MANAGEMENT SUPPORT AT THE NUMBER INDICATED ON THE "CONTACT US" PAGE AT THE END OF THIS AGREEMENT, TO BE FOLLOWED AS SOON AS POSSIBLE, BUT NO LATER THAN THE END OF BUSINESS DAY, AFTER TELEPHONE NOTIFICATION TO THE ADDRESS INDICATED IN CONTACT US PAGE BELOW.** CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT CERTAIN RISKS ARE INHERENT IN THE TRANSMISSION OF OR PROVIDING ACCESS TO INFORMATION OVER THE INTERNET AND THERE CAN BE NO ASSURANCE THAT INQUIRIES OR TRANSACTION ACTIVITY WILL BE COMPLETELY SECURE OR FREE FROM DELAYS,

MALFUNCTIONS, OR OTHER INCONVENIENCES GENERALLY ASSOCIATED WITH THIS ELECTRONIC MEDIUM. THE FINANCIAL INSTITUTION MAKES NO REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT THAT A SECURITY PROCEDURE WILL BE EFFECTIVE AND, EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, THE FINANCIAL INSTITUTION SHALL NOT HAVE ANY LIABILITY FOR THE BREACH OF A SECURITY PROCEDURE OR THE INTEGRITY OF THE SYSTEM OR ANY SERVICE.

Schedule 7: POSITIVE PAY AND ACH BLOCK / FILTER

The Bank strongly recommends that all of its customers take precautions to decrease the risk of unauthorized Transactions, including but not limited to, the use Services designed to detect and/or deter check and ACH fraud, such as Check Positive Pay and ACH Positive Pay which are automated fraud detection tools that match Check and/or ACH Transaction information provided by Customer with Transactions presented to Bank for payment.

1. Check Positive Pay

a. Issued Checks File for Positive Pay. Each time Customer issues Checks drawn on its Account(s) enrolled in Positive Pay, Customer will transmit a file with information about such Checks to Bank via IBS or other System (the "**Issued Checks File**"). The Issued Checks File shall accurately state the Check number, Check date, and the exact dollar amount of each Check issued, and any other information required by Bank from time to time (collectively, the "**Check Information**"). **The Issued Checks File must be transmitted and received by the Bank no later than the Cut-Off Time on the Business Day Customer issues the first Check included in the Issued Checks File.** Positive Pay is a next day process, which means the Exception Checks (defined below) being presented actually cleared Customer's Account the night before as Checks are presented to the Bank through regular banking payment systems and provisionally paid.

b. Issues Checks File for Payee Positive Pay. If Customer subscribes to the Payee Positive Pay Service as indicated on the Set Up Form, the Issued Checks File must also include the Payee as it appears on the face of the Check, and the Payee shall be deemed included as part of

the **Check Information**. Customer shall transmit the Issued Checks File to the Bank in a format and medium as specified by the Bank. **The Issued Checks File must be transmitted and received by the Bank no later than the Cut-Off Time on the Business Day Customer issues the first Check included in the Issued Checks File.** In the event of a failure of either Customer's system or the Bank's System and the Issued Checks File cannot be received by the Bank or the Bank cannot process the Issued Checks File, the Issued Checks File shall not be considered received, even if the Bank is in possession of the Issued Checks File.

c. Checks subject to Positive Pay and Payee Positive Pay Services. The Positive Pay and Payee Positive Pay Services apply to Checks that are presented for payment to us through normal interbank clearings. They are not designed to compare your Issued Checks File against Checks that are presented in any other manner (e.g., at a teller window, through an automated teller machine, or by mail). At our sole discretion, we may attempt to compare your Issued Checks File with such Checks; however, we will not be liable for our failure or refusal to do so. We may pay stale-dated and post-dated Checks unless you timely submit a stop payment order or notice of postdating for such Checks.

d. Processing, Exception Checks File. As Eligible Checks (defined below) are presented to the Bank for payment, the Check number, date, and dollar amount, and, if Payee Positive Pay is selected in the Set Up Form, the Payee, will automatically be compared to information in the Issued Checks File. Customer acknowledges that the read rate for payee positive pay is influenced by the Customer's check stock and printing methods. Customer may be required to adhere to formatting requirements provided by the Bank in order ensure accuracy. Customer agrees that the Bank will pay Eligible Checks that exactly match the **Check Information** in the Issued Checks File without further inspection. If the Check number, Check date or dollar amount (and payee name as applicable) of an Eligible Check does not exactly match the information in the Issued Checks File, that Check (each, an "**Exception Check**") will appear on an Exception Report made available by Bank for review by Customer. Customer must then decision each of the Exception Checks presented and provide an Instructions to Bank whether to pay or return such Exception Check. "**Eligible Checks**" are defined as those checks appearing on their face to be drafted on Customer's Account and presented to the

Bank through in clearings and at one of the Bank's branches.

d. Decision of Exception Checks. Subject to System availability, Customer will receive notice to review for Exception Checks at the email address established by an Administrator or other Users as designated by Customer and as posted by Bank to the System. In the event of the delay or failure of the ability of the Bank to deliver notice of review for Exception Checks, Customer remains responsible for reviewing the information on the System and reconciling its own Account records on a daily basis. No later than Cut-Off Time on the same Business Day that Customer receives notification or information is posted regarding an Exception Check, Customer must use IBS, or other System made available by Bank, to make a decision whether to pay or return the Exception Check. Any Exception Checks not decided by the Cut-Off Time will be handled according to the default decision type listed on the Set Up Form.

If Bank receives timely notification from Customer to return an Exception Check, Bank will stamp the front of the check with the appropriate reason code and return the check unpaid through the banking system. Customer may be required to submit additional documentation regarding the suspect item (e.g. an Affidavit of Forgery). In the event that IBS is not operational, alternative modes of communication will be utilized, including another System.

e. Failure to use Services. Customer the Bank's Positive Pay Services are intended to be used to identify and return Items which Customer suspects, in good faith, are fraudulent. The Positive Pay services are not intended to be used as a substitute for Customers placing stop payment orders on Items which Customer does not wish to be paid and which are not suspected as being fraudulent. If the Bank suspects or concludes, in its sole discretion, that Customer is using the Positive Pay services in violation of this condition, the Bank may require Customer to provide evidence that items the Bank returns pursuant to its instructions were in fact fraudulent. The Bank will hold Customer liable for losses the bank sustains on Items returned under the Positive Pay services which are not established as fraudulent items.

2. *Customer Liability for Issued Checks File.* Customer represents, warrants and agrees that each

Issued Checks File constitutes Customer's statement that all Checks listed on the Issued Checks File are properly payable by Bank. By transmitting an Issued Checks File to Bank, Customer represents and warrants that all Eligible Checks that match the ***Check Information*** on the Issued Checks File or for which Bank receives an Instructions to pay (by the default selected or otherwise) constitutes Customer's acceptance of such Eligible Check as properly payable and Customer agrees that Bank exercises ordinary care whenever it pays such Check and Bank may charge the Authorized Account and shall have no liability in connection with such Eligible Check. Customer understands that Customer will be liable under this provision for Checks fraudulently listed on the Issued Check File, and for Checks that may not be detected under the procedures identified by this Agreement, such as Checks with forged signatures or altered payee names, and Customer agrees to accept such risk of liability. Customer hereby assumes sole responsibility for determining if Checks presented for payment from the enrolled Account(s) are authorized to be paid from such enrolled Account(s), however, the foregoing is not intended to relieve the Bank of its obligation to compare ***Check Information*** under Section 1 above.

3. *Over the Counter Check Cashing.* The Customer acknowledges and agrees that the Bank may follow its normal check cashing procedures for any Check which is presented for payment in cash over the counter and drawn on an enrolled Account; provided that a teller may, but is not obligated to, determine whether Customer has authorized a Check for payment using the Positive Pay Service. Customer further acknowledges and agrees that Bank has no obligation to cash over the counter any Presented Check that is an Exception Check, and the Bank's refusal to do so shall not be deemed the wrongful dishonor thereof.

4. *ACH Positive Pay/Blocks*

a. Description of Services. The ACH Positive Pay Service allows Customer to establish the criteria under which Automated Clearing House Transactions ("ACH Transactions") associated with Customer's Accounts (each, an "Enrolled Account") will be paid or rejected by Bank based upon the initial setup of Customer's configuration and as such criteria is changed by Customer from time to time. Any Administrator or, at the designation of the any Administrator, other Authorized Persons, will configure approval criteria for ACH

Transactions or as to ACH Transactions for approved senders (collectively, “*Approved Criteria*”). In the event an ACH Transaction which does not conform to Customer’s Approval Criteria posts to Customer’s Account (an “Exception Item”), Customer will receive a notice to review (including via email to any Administrator or Other User) and decision the ACH Transaction through IBS. Notice of Exception Items will be produced on the Business Day in which any Exception Items are received and otherwise be posted to the System. In the event of the delay or failure of the ability of the Bank to deliver notice of review for Exception Items, Customer remains responsible for reviewing the information on the System and reconciling its own Account records. Customer acknowledges and agrees that it is Customer’s responsibility to access the System or the applicable Services in order to view ACH Transactions and information regarding activity in the System or an Account, and otherwise take appropriate action in reaction to any such Notice of an Exception Item and in compliance with the terms of the applicable Service. Customer’s receipt or lack of receipt of any notice has no effect on the validity of ACH Transactions or information.

b. Customer Responsibilities. Customer is responsible for reviewing all ACH Transaction activity and for decisioning Exception Items by the Cut-Off Time each Business Day (“**Pay/Return Decision**”). Customer will be required to complete a Written Statement of Unauthorized Debit for each Exception Item Customer designates for return and non-payment. Customer’s Account will be credited by the opening of the Business Day following the return. ACH Transactions for which the Customer is the ACH Originator (i.e., ACH Origination Offsets) may not be returned. In the event Customer does not communicate the Pay/Return Decision on an Exception Item in accordance with the Cut-Off Time, Bank shall pay or return the ACH Debit in accordance with Customer’s Instructions. All ACH Debits paid by Bank shall be posted to Customer’s designated Account. Customer agrees that the return of any ACH Debits posting to an Account shall not be deemed a wrongful dishonor.

c. ACH Block. An ACH Block permits Customer to place a block on an Account where Customer may not want ACH Transactions allowed. ACH Debit Entries received prior to the setup of the ACH Block service (including ACH Positive Pay) may be posted to Customer’s deposit account(s) in accordance with the Operating Rules.

5. Customer Information. Customer understands and acknowledges that, in order for Bank to perform the Services hereunder, Customer must provide all information required by Bank, including without limitation, the Instructions, in a timely manner, and such information must be accurate and complete. In the event that any such information is not timely, accurate and/or complete, Bank may be unable to reject an ACH Debit Entry (as defined in the Operating Rules) in accordance with Customer’s Instructions, and, in this event and notwithstanding anything to the contrary in the Agreement, Bank shall not be liable for its failure to return such ACH Debit Entry or ACH Credit Entry.

6. Entries not Subject to Debit Protection Services. This Schedule in no way restricts Bank from charging the Enrolled Account for (i) the settlement activity related to the origination of ACH Credit Entries (as defined in the Operating Rules) authorized by Customer, (ii) any fees or other amounts owed by Customer to Bank or to a third party selected by Bank from time to time to provide specific services; or (iii) internal ACH Debit Entries originated through and by Bank.

7. Limitation on Liability; Indemnification.

In addition to the limits on Bank’s liability as set forth in the Agreement, in no event shall Bank be liable for any Losses relating to paying a Check that was not properly payable, wrongful dishonor of a Check or Bank’s or Customer’s actions with respect to payment or return of any Check (under the UCC or otherwise) in accordance with the terms of this Schedule. Customer agrees that Bank exercises ordinary care whenever it rightfully pays or returns an Exception Check consistent with the terms of the Agreement or Customer’s Instructions. Customer expressly agrees that Customer’s failure to timely direct Bank to return any Eligible Checks in accordance with the terms hereof will constitute acceptance by Customer of such Eligible Checks and each such Eligible Check will be properly charged against the Account on which it is drawn; the Bank shall have no liability in connection with such Eligible Checks. In addition to Customer’s indemnification obligations in the Agreement, Customer agrees to indemnify and hold harmless the Bank against any and all Losses resulting directly or indirectly from: (a) claims or actions by third parties arising out of Customer’s use of the Positive Pay Services, including any claim by a third party arising out of Bank’s dishonor of Check as part

of performing the Positive Pay Services as directed by Customer, and (b) as a result of Bank's failure to honor any ACH Entry (as defined in the Operating Rules), including return or rejection of any ACH Debit Entry, to an Enrolled Account in accordance with Customer's Instructions.

Customer acknowledges that its failure to use services included in Schedule 6 above could substantially increase the likelihood of undetected fraudulent activity on Customer's Account(s) and that it is not unreasonable under the circumstances for the Bank to require Customer to use these services as appropriate upon request. Customer agrees that if it fails to implement these services following the Bank's request that it do so, Customer will be precluded from asserting any claim against the Bank for paying an unauthorized altered, counterfeit, or other fraudulent item that these services are designed to detect or deter, and the Bank will not be required to re-credit Customer's Account(s) or otherwise be liable to Customer for paying such item.

Third Party Suppliers – The Bank may use third Suppliers to provide some or all of the Services under the terms of this schedule. To the extent any Services in this Schedule are dependent on the Bank's ability to obtain or provide access to a third party network or distribution system and in addition to Banks limits on liability above, Customer agrees that if the network or system is not available for any reason, or in the event the Bank determines in its sole discretion that it is unable to continue providing third party network or system access, the Bank may discontinue the Services related to such networks or systems, or it may provide the Services through an alternative third party network or system. The Bank shall have no liability for any errors or the unavailability of any Supplier network or system used in providing the Services contemplated under this Schedule.

Schedule 7: SWEEP SERVICES

If Customer has elected to receive Sweep Services as set forth in this Schedule in more detail below (each, and collectively, referenced to as the "**Sweep Services**") Customer authorizes Bank and Bank agrees to automatically transfer money from one or more of Customer's Accounts designated in the Set up Form ("Sweep Account(s)") as follows: (i) using the Dynamic

Business Sweep to sweep funds to a separate interest-bearing account (the "**Deposit Account**") held by Customer with Bank; (ii) to and/or from a loan account maintained by Customer with Bank (the "**Loan Account**"); or (iii) for investment in a **Repurchase Agreement** (defined below) in accordance with the terms of this Agreement. If Customer has elected to receive, and Bank has agreed to provide, the Dynamic Business Sweep or the Repurchase Agreement Sweep Service, Customer has designated the balance it wants to maintain in Customer's Sweep Account(s) on the Set Up Form (the "**Target Balance**") and specific to the Repurchase Agreement Sweep Service on the Set Up Forms, the maximum daily investment amount (the "**Investment Amount**" which Investment Amount is subject to Bank's prior approval). Bank, without notice to Customer, shall have the right to increase or decrease the Target Balance and the Investment Amount without notice to Customer (including over IBS or other System), and, with the prior written consent of Bank and after completing new Set Up Forms, Customer may change the Target Balance and/or the Investment Amount. Any amount of Collected Funds in the Sweep Account that exceeds the Target Balance ("**Excess Funds**") shall automatically be earmarked for transfer. A Master Account under the terms of a ZBA relationship may be used as the Sweep Account. The Sweep Services described herein are provided by Bank to Customer solely as bona fide treasury management services. Bank does not undertake any fiduciary obligation to Customer with respect to Sweep Services. Bank's duties to act for Customer are solely mechanical and administrative in nature.

1. Loan Sweep

- 1. Applicability.** The Loan Sweep may be available when customer maintains a Sweep Account at Bank and Bank also has extended a loan to Customer that is eligible for participation in the Loan Sweep Service. Following completion of the required Documentation and acceptance and approval of the Service by Bank, at the end of each Business Day, after giving effect to all debits and credits to the Sweep Account, there may remain in any or all Sweep Accounts a balance of Collected Funds that is either (a) less than the Target Balance or (b) in excess of Target Balance. Accordingly, Customer will desire to borrow and the Bank will desire to lend funds under the terms of the Loan Agreement ("**Loan Advance**") in an amount (which is the lesser of (i) the amount by which the Collected Funds balance is less than the Target

Balance or (ii) the amount which is available to be borrowed under the Loan each, the **“Loan Amount”**). There may be Excess Funds remaining in the Sweep Account(s) which Customer desires to remit to the Bank for application against the outstanding balance of the Loan (**“Repayment Transaction”**). Customer must select either of the Loan Sweep Service options on the Implementation Materials:

- (i) **One Way Sweep** – Loan Account to Sweep Account or Sweep Account to Loan Account, or
- (ii) **Two Way Sweep** – Loan Account to Sweep Account and Sweep Account to Loan Account.

If there are Excess Funds in the Sweep Account, Customer desires to remit to the Bank for application against the outstanding balance of the Loan (a **“Repayment Transaction”**). For purposes of this Service, the term **“Transaction”** shall mean either a Loan Advance Transaction or a Repayment Transaction, as applicable.

2. Initiation of Transactions.

- a. After the close of business of each Business Day, the Bank will determine (following the movement of an ZBA transactions) whether the amount of Collected Funds in the Sweep Account is less than or greater than the Target Balance.
- b. If the Bank determines that the amount of Collected Funds in the Sweep Account is less than the Target Balance, the Bank will initiate a Loan Advance Transaction, by charging the Loan in the Loan Amount and by crediting the Sweep Account in the Loan Amount, but only if all of the following are true: (i) Customer has not repaid or canceled the Loan; (ii) no default has occurred under the provisions of any Loan Agreement or this Agreement; (iii) no Act of Insolvency has occurred; (iv) the Bank has not made demand for payment under the Loan; (v) the Bank is not otherwise excused or prohibited under the provisions of any Credit Agreement or applicable law from making an advance to Customer; and (vi) there is available credit under the terms of the Loan.
- c. If the Bank determines that there are Excess Funds, the Bank will initiate a Repayment Transaction by debiting the Account and crediting the Loan in the lesser of: (i) the amount

of the Excess Funds; or (ii) the outstanding principal balance of the Loan.

- d. If Customer and the Bank have entered into any other agreement that authorizes the Bank to transfer any or all of the Excess Funds from the Account to another deposit or investment account, the provisions of this Agreement shall supersede the provisions of such other agreement.
- e. Customer hereby authorizes Bank to originate the Transactions as set forth above.

3. Incorporation. All Representations and Warranties that are included in any documentation of all previous Loan agreements between the Bank and Customer are hereby affirmed and remade by Customer upon each Loan Advance Transaction made under the terms of this Agreement. Customer agrees that all conditions precedent in the Loan Agreement must be satisfied prior to making any Loan Advance.

2. Dynamic Business Sweep

- 1. **Definitions.** For the purpose of this Dynamic Business Sweep Service, the terms have the following meaning:
 - a. **“Dynamic Business Sweep”** – Product consists of two components, a Transaction DDA Account for check writing purposes, and an investment sweep account with an objective to provide a return on investment.
 - b. **“Transaction DDA”** means a demand Account maintained at the Bank by Customer for check writing and other transaction oriented purposes.
 - c. **“Investment Sweep Account”** means Customer balances in the Dynamic Business Sweep Program in excess of the Transaction DDA Target Balance, which have been swept from the Transaction DDA in accordance with Section 3 below.
- 2. **Terms of Dynamic Business Sweep**
 - a. Authorization to establish Accounts. Upon completion of the Set Up Form and implementation by Bank, Customer authorizes the Bank to open an Investment Sweep Account for Customer.
 - b. Authorization to process sweep Transactions.
 - i. Customer authorizes the Bank as its agent to debit or credit Customer’s

Transaction DDA for any debit or credit Transactions into or from the Transaction DDA in accordance with the terms of this Agreement and this Schedule. Should the Transaction DDA lack an Available Balance to cover presentments made, Customer authorizes the Bank to transfer funds from the Investment Sweep Account to cover such presentments.

- ii. Customer authorizes the Bank to invest balances in excess of Customer's Target Balance into the Investment Sweep Account. All such Transactions for the Investment Sweep Account shall be made in accordance with the sweep procedures described in sub-section 3 below.
- iii. Customer agrees that it will otherwise not have any access to the Investment Sweep Account.

3. Sweep Procedure. Customer authorizes the Bank to transfer funds between the Transaction DDA and the Investment Sweep Account as described below:

- a. Review of Account: The Bank shall review the balance of Collected Funds in the Transaction DDA after the Cut-Off Time each Business Day to calculate necessary transfers to or from the Transaction DDA.
- b. Collected Funds balance Above Target Balance: If, upon review of the Transaction DDA, the Bank determines that the Collected Funds in the Transaction DDA exceed the Target Balance, the Bank shall transfer from the Transaction DDA to the Investment Sweep Account, in minimum increments of one cent (\$.01), an amount of funds equal to the excess of the Transaction DDA Account balance over the Target Balance.
- c. Collected Funds balance Below Target Balance: If, upon review of the Transaction DDA, the Bank determines that the balance of Collected Funds is less than the Target Balance, the Bank shall transfer from the Investment Sweep Account, in minimum increments of one cent (\$.01), an amount of funds equal to the difference between the Transaction DDA balance and the Target Balance or the entire balance in Customer's Investment Sweep Account, whichever is less.

d. Termination: Upon termination of the Service, all of the funds in the Investment Sweep Account will be transferred to the Transaction DDA.

4. FDIC Insurance. Funds in Customer's Transaction DDA and Investment Sweep Account are deposits insured by the FDIC up to the maximum amount permitted by law for funds held in transaction Accounts in the same ownership capacity.

3. Repurchase Sweep

1. Applicability. This Repurchase Sweep Service (or, for purposes of this Section, the "**Services**") sets forth the terms and conditions on which the Bank ("**Seller**") will from time to time sweep funds from Customer's ("**Buyer's**") designated Sweep Account and use such funds to purchase securities owned by Seller ("**Securities**"), with a simultaneous agreement by Buyer to transfer to Seller such Securities on the next Business Day, against the transfer of funds by Seller to Buyer's account. For purposes of this Section, each such transaction shall be referred to herein as a "**Transaction**" and, unless otherwise agreed in writing, shall be governed by this Agreement. **The terms of this Agreement, together with this Schedule 7, supersede and replace any existing agreements between the parties containing terms and conditions for sweep repurchase transactions, including any "Master Repurchase Sweep Agreement" entered into by and between Buyer and Seller.**

2. Definitions.

- a. "**Confirmation**" has the meaning specified in Paragraph 3(c) hereof;
- b. "**Income**" means, with respect to any Security at any time, any principal thereof and all interest, dividends, or other distributions thereon;
- c. "**Price Differential**" means, with respect to any Transaction as of any date, the aggregate amount obtained by daily application of the Pricing Rate for such Transaction to the Purchase Price for such Transaction on a 360 day per year basis for the actual number of days during the period commencing on (and including) the Purchase Date for such Transaction and ending on (but excluding) the date of determination (reduced by any amount of such Price Differential previously

paid by Seller to Buyer with respect to such Transaction). The Pricing Rate is not necessarily related to the yield on the Purchased Securities;

- d. **"Pricing Rate"** means, the per annum percentage rate disclosed by the Seller from time to time on each Confirmation and is subject to change on a daily basis;
- e. **"Purchase Date"** means, each date on which Purchased Securities are to be transferred by Seller to Buyer;
- f. **"Purchase Price"** means on the Purchase Date, the price at which Purchased Securities are transferred by Seller to Buyer;
- g. **"Purchased Securities"** means, the Securities transferred by Seller to Buyer in a Transaction hereunder;
- h. **"Repurchase Agreement"** means an agreement whereby Buyer purchases undivided fractional ownership interests in Securities owned by Seller, and Seller agrees to repurchase such Securities at the Repurchase Price.
- i. **"Repurchase Date"** means, the date on which Seller is to repurchase the Purchased Securities from Buyer;
- j. **"Repurchase Price"** means, the price at which Purchased Securities are to be transferred from Buyer to Seller upon termination of a Transaction.

3. Sweep Procedures; Confirmation; Transaction Termination.

- a. Buyer authorizes and instructs Seller to initiate a Transaction after the Cut-Off Time each Business Day to purchase Securities with an aggregate Purchase Price equal to the sum of (i) the amount equal to the Excess Funds, plus (ii) the amount of any Price Differentials payable to Buyer but not otherwise included in such Collected Funds. The Repurchase Date for each Transaction shall be the next Business Day following the Purchase Date. Buyer authorizes Seller to transfer the Purchase Price for each Transaction from the Sweep Account as described above. Seller shall not be obligated to sell an interest in Securities to Buyer or otherwise sweep the Investment Amount on any Business Day, even if the balance in the Sweep Account contains Excess Fund and without notice to Customer, shall have the right to increase or decrease the Investment Amount that will be allowed to be invested in Securities.

- b. On the Purchase Date for each Transaction, the Purchased Securities shall be noted on the books of the Seller's Custodian as securities sold under an agreement to repurchase.
- c. Seller shall promptly deliver to Buyer a written confirmation of each Transaction (a **"Confirmation"**). The Confirmation shall describe the Purchased Securities (including CUSIP number, if any), identify Buyer and Seller and set forth: (i) the Purchase Date, (ii) the Purchase Price, (iii) the Investment Amount, (iv) the Repurchase Date, (iv) the Pricing Rate or Repurchase Price and (v) any additional terms or conditions of the Transaction not inconsistent with this Agreement. The Confirmation will be delivered by United States Mail as directed by Customer in the Set Up Form; provided, that Bank may deliver the Confirmation electronically to any Administrator or by posting on the site for the Service. The Confirmation, together with this Agreement, shall constitute conclusive evidence of the terms agreed between Buyer and Seller with respect to the Transaction to which the Confirmation relates, unless with respect to the Confirmation specific objection is made promptly after receipt thereof. In the event of any conflict between the terms of such Confirmation and this Agreement, this Agreement shall prevail.
- d. At the opening of business each Repurchase Date, all outstanding Transactions shall terminate and Seller shall repurchase all Purchased Securities. At that time, Seller shall pay Buyer, by credit to the Sweep Account, the Purchase Price of the Purchased Securities repurchased, which shall be the same as the Purchase Price paid under Paragraph 3(a).

4. Handling of Purchased Securities. The Purchased Securities in each Transaction will have a market value that equals or exceeds the Purchase Price and shall be held by Seller or maintained through an account at another institution under the control of Seller and will not be delivered out to Buyer.

5. Price Differential. On each Business Day, Seller will pay to Buyer, by credit to the Sweep Account or by inclusion in the Purchase Price for Transactions initiated that day, the aggregate amount of all accrued and unpaid Price Differentials for repurchases of Purchased Securities.

6. Income Payments. Seller shall be entitled to receive an amount equal to Income paid or distributed on or in respect of the Securities, to the full extent it would be so entitled if the Securities had not been sold to Buyer. Buyer shall receive a payment of Income upon repurchase of the Securities from Buyer paid to the Sweep Account.

7. Security Interest. Although the parties intend that all Transactions hereunder be sales and purchases and not loans, in the event any such Transactions are deemed to be loans, Seller shall be deemed to have pledged to Buyer as security for the performance by Seller of its obligations under each such Transaction, and shall be deemed to have granted to Buyer a security interest in, all of the Purchased Securities with respect to all Transactions hereunder and all Income thereon and other proceeds thereof.

8. Payment and Transfer. Unless otherwise mutually agreed, all transfers of funds hereunder shall be in immediately available funds. All Securities transferred by one party hereto to the other party (i) shall be transferred on the book-entry system of a Federal Reserve Bank or other custodian appointed by Bank from time to time, or (ii) shall be transferred by any other method mutually acceptable to Seller and Buyer.

9. Segregation of Purchased Securities. To the extent required by Applicable Laws, all Purchased Securities in the possession of Seller shall be segregated from other securities in its possession and shall be identified as subject to a Transaction. Segregation may be accomplished by appropriate identification on the books and records of the holder, including a financial or securities intermediary, custodian or a clearing corporation.

10. Required Disclosure for Transactions in Which the Seller Retains Custody of the Purchased Securities. Seller is not to substitute other securities for those subject to this Agreement and therefore must keep Purchased Securities segregated at all times, unless in this Agreement Buyer grants Seller the right to substitute other securities. If Buyer grants the right to substitute, this means that Purchased Securities will likely be commingled with Seller's own securities during the trading day. Buyer is advised that, during any trading day that Purchased Securities are commingled with Seller's securities, they may be subject to liens granted by Seller to third parties and

may be used by Seller for deliveries on other securities transactions. Whenever the securities are commingled, Seller's ability to resegment substitute securities for Buyer will be subject to Seller's ability to satisfy any lien or to obtain substitute securities.

11. Intent. The parties recognize that each Transaction is a "repurchase agreement" as that term is defined in Section 101 of Title 11 of the United States Code, as amended (except insofar as the type of Securities subject to such Transaction or the term of such Transaction would render such definition inapplicable), and a "securities contract" as that term is defined in Section 741 of Title 11 of the United States Code, as amended (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).

12. Disclosure Relating to Certain Federal Protections. The parties acknowledge that they have been advised that:

- a. in the case of Transactions in which one of the parties is a broker or dealer registered with the Securities and Exchange Commission ("**SEC**") under Section 15 of the Securities Exchange Act of 1934 ("**1934 Act**"), the Securities Investor Protection Corporation has taken the position that the provisions of the Securities Investor Protection Act of 1970 ("**SIPA**") do not protect the other party with respect to any Transaction hereunder;
- b. in the case of Transactions in which one of the parties is a government securities broker or a government securities dealer registered with the SEC under Section 15C of the 1934 Act, SIPA will not provide protection to the other party with respect to any Transaction hereunder; and
- c. **FDIC INSURANCE. Customer acknowledges that Bank is a bank with its deposits insured by the Federal Deposit Insurance Corporation ("**FDIC**").** Buyer acknowledges that the Transactions and Purchased Securities are:
 - Not FDIC Insured;
 - Not deposits of Seller; and
 - Subject to investment risks, including the possible loss of the principal amount invested.

In the event of the failure of the Bank or Bank closure, the availability of FDIC insurance will be determined

after giving effect to all sweeps scheduled to occur under this Agreement before the cut-off time established by the FDIC, which may be earlier than the Cut-Off Time specified in this Agreement. Any funds remaining in the Sweep Account after the FDIC's Cut-Off time will be deposits insured up to the maximum amount permitted by law for deposits in the same type of account and same ownership capacity. The Buyer will have a secured claim against the Seller for the value of any Purchased Securities that have not been repurchased by the Seller as of the FDIC's cut-off time. Buyer may become an unsecured creditor of Bank if the market value of the Securities purchased falls below the purchase price plus the amount of Income due to Buyer.

d. In the case of Transactions in which one of the parties is a financial institution, funds held by the financial institution pursuant to a Transaction hereunder are not a deposit and therefore are not insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, as applicable.

3. Bank Discretion; Limitation on Liability. The authority granted to Buyer by Seller to perform any of the Sweep Services in this Schedule shall continue until the termination of the Agreement or this Schedule. The Seller may perform the Sweep Services each Business Day or at some other frequency selected by the Seller. Notwithstanding any terms in the Agreement to the contrary, the Seller shall not be liable for the Customer's loss of any interest income or payment of interest resulting from the Seller's failure or delay in (i) investing the Buyer's funds in a Repurchase Agreement, the Purchased Securities, interest bearing deposit account or other Sweep Service or (ii) repayment of any loans or extension of credit to Customer using a Sweep Service. The Seller shall not be obligated to sell an interest in Securities to the Buyer or otherwise sweep the amount of Collected Funds to another Sweep Service on any Business Day, even if the balance of Collected Funds in the Sweep Account or other Account exceeds the Target Balance.

4. Termination. In addition to the termination rights set forth in the Agreement, either party may terminate any or all of the Sweep Services under this Schedule immediately by either: (a) giving prior notice in writing to the other party, and (b) in the event of the unavailability

of any of the Sweep Services options described above, including Seller discontinuing offering any of the Sweep Services. Notice is effective upon receipt; *provided, however,* that the Seller shall have a reasonable amount of time to act on such notice.

Schedule 8: REMOTE CHECK PROCESSING

1. Background. Under the terms of this Schedule, Bank offers Customer the ability to remotely deposit checks to an Account, including through IBS, (or other online System as offered from time to time) the use of Scanner Equipment, (defined below) or through a Mobile App (collectively, the "**Remote Deposit Services**" or "**Services**") or through the use and delivery of an X9.37 file. Bank will notify Customer if and when the Remote Deposit Services become available for use.

2. Customer Obligations. Customer represents and warrants that with respect to each Check processed by Customer hereunder and the corresponding Electronic Item: (i) the Electronic Item is a digitized image of the front and back of the Check and accurately represents all of the information on the front and back of the Check as of the time Customer converted the Check to an Electronic Item; (ii) the Electronic Item contains all endorsements applied by parties that previously handled the Check in any form for forward collection or return; and (iii) the Electronic Items are submitted with all transfer and presentment warranties made under Applicable Laws and the Account Agreement.

3. Definitions. For purposes of this Schedule, the terms below are defined as follows:

a. "**Authorized Equipment**" means equipment that has been approved by Bank for use with the Software and Service to scan Checks for deposit, and which may include a Mobile Device.

b. "**Check**" means a draft that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution, whether negotiable or not, U.S. Treasury Checks, money orders and travelers cheques, and payable or endorsed to Customer, and specifically does not include any Ineligible Items. Note: Bank processing of items that do not meet this definition

shall not constitute a waiver by Bank or obligate it to process nonconforming items in the future. Bank may discontinue processing of nonconforming items at any time, without cause or prior notice.

c. **“Electronic Item”** means a digitized image of a Check, an Image Exchange Item, or any other electronic version of a Check or other electronic item (such as items processable through the automated clearinghouse (ACH) system) approved by Bank for processing through the Services. Bank reserves the right to review and approve any Electronic Items that are designed in the future.

d. **“Image Exchange Item”** means a digitized image of a Check cleared and settled directly with a Payor Financial Institution without conversion to a Substitute Check.

e. **Ineligible Items:** means each of: Checks that are not payable to you or third party checks (checks not payable to the legal business name and/or trade name for the business checking account where the funds are being deposited); Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn; U.S. savings bonds and other non-check items, Items drawn on banks outside the U.S., Items drawn in a foreign currency, paper draft without MICR printing, remotely created checks, Checks drawn against a line of credit; and substitute checks.

f. **“Payor Financial Institution”** means the United States Financial Institution ordered in a Check to make payment to the payee(s) named on the Check.

g. **“Regulation CC”** means 12 C.F.R. Part 229, as it may be amended from time to time.

h. *Scanner Equipment* means the scanner identified in the Documentation for use with the **Services**.

i. **“Substitute Check”** means a paper reproduction of a Check that satisfies the requirements and definition of "substitute check" set forth in Regulation CC.

j. **“United States Financial Institution”** means (i) a bank chartered by any state government located in the United States or under the National Bank Act any person; (ii) a Federal Reserve Bank; (iii) a Federal Home Loan Bank; and (iv) to the extent it acts as a payor, the U.S. Treasury or the U.S. Postal Service.

4. SERVICE TERMS AND CONDITIONS

1. Bank’s Responsibilities.

- a. As part of the Services, Bank will accept for deposit to the designated Account those Electronic Items that are transmitted to Bank in compliance with this Agreement and this Service Schedule. Electronic Items shall be deemed received upon successful receipt of the transmission of such images that are complete, usable, and adhere to the specifications set forth in the Documentation. If the Electronic Items are not complete, are not useable, or do not adhere to such specifications, the images may not be processed by Bank, in which event Customer's deposit will be adjusted and notification will be provided. Customer agrees that the Bank may limit the dollar amount or number of Electronic Items that may be deposited on any day or a monthly basis, and that such limits may differ depending on the Authorized Equipment used by Customer.
- b. For all Electronic Items processed by Bank for Customer pursuant to the Services, Bank may act as the reconverting bank, converting digitized images of Electronic Items into Substitute Checks and presenting the Substitute Checks to established endpoints for payment.
- c. Bank will provide Customer an e-mail notification of Customer's transmission of Electronic Items as outlined in the Documentation; provided, that Bank shall have no liability for any failure or delay in providing such notification.
- d. Customer's Electronic Items will be processed after Bank has received Customer's transmission of the Electronic Items and verified that the specifications are met as required above. Unless Bank notifies Customer otherwise, Bank will provide same day credit to the Account for all Electronic Items transmitted by Customer and received by Bank in accordance with the requirements of this Agreement and the Documentation, and prior to the Cut-Off Time established by Bank; which may be modified by Bank from time to time.
- e. If a Payor Financial Institution returns an Electronic Item to Bank, Bank will charge the Account for the amount such returned item, and may either (i) return the item to Customer, or (ii) re-present it to the Payor Financial Institution before returning it to Customer. Electronic Items may be returned as Image Exchange Items, rather than Substitute Checks, as agreed by the parties.

If a Payor Financial Institution or other third party makes a claim against Bank or seeks a re-credit with respect to any Check processed hereunder, Bank may provisionally freeze or hold aside a like amount in the Account pending investigation and resolution of the claim.

- f. Bank may suspend immediately the Services or the processing of any Check or corresponding Electronic Item if Bank has reason to believe that there has been a breach in the security of the Services, fraud involving Customer's Account or such Check, or any uncertainty as to the authorization or accuracy of Electronic Items. Bank reserves the right at any time to process Electronic Items on a collection basis.

2. Customer Responsibilities.

- a. Customer is solely responsible for the quality, completeness, accuracy, validity and integrity of the image. Customer is solely responsible if Customer, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to Bank or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to Bank.
- b. Customer will implement Security Procedures so that no individual will be allowed to initiate electronic transmissions or submit Electronic Items using the Services without proper authorization, supervision, and safeguards, and agrees to take all reasonable steps to maintain the confidentiality of the Security Procedures and any related security features.
- c. Customer may use only Authorized Equipment in connection with the Software. Unless otherwise provided in an addendum to this Agreement or in a separate agreement, Customer, and not Bank, shall be responsible for ordering, obtaining and maintaining all Authorized Equipment.
- d. Customer will use the Authorized Equipment and the Services, including the entering, processing and transmittal of items, in accordance with the Documentation. Without limiting the foregoing, Customer will comply with all Security Procedures described in the Documentation, and will not bypass, override or disable any security mechanisms in the Authorized Equipment or Services. Customer will be responsible for cost of equipment and/or replacement of such, if

authorized equipment is damaged due to negligence on their part.

- e. Customer will ensure that no financial institution (depository, collecting or payor), drawee, drawer or endorser with respect to a Check processed by Customer will receive presentment or return of, or otherwise be charged for, the Check, corresponding Electronic Item, and/or other paper or electronic representation of the Check such that such person will be asked to make payment based on an item that it already has paid.
- f. Customer will retain each Check for a reasonable period of time, but in no event fewer than 30 days after such Check has been digitized and processed. Customer will store the Checks in a secure container located in an area that restricts the possibility that the non-public information contained in the Checks can be accessed by unauthorized persons, or that the Checks could be accidentally reprocessed and deposited at a future date. Customer will promptly provide any retained Check (or, if the Check is no longer in existence, a sufficient copy of the front and back of the Check) to Bank as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check. Subsequent to the aforementioned retention period, but no later than 60 days after processing, it is the responsibility of Customer to destroy the original Checks in a manner that will prevent the disclosure of the non-public information (e.g., Account numbers) contained in the Checks and prevent redeposit.
- g. In the event of lost, mistaken, incomplete or unusable Electronic Items, or in the event of claims of fraud, alteration, counterfeit or otherwise, Customer shall cooperate fully with Bank in providing information, including access to such records.
- h. In the event that communication, equipment or software outages prevent Customer from electronically transmitting Electronic Items to Bank, whether or not the fault of Customer, Bank, or a third party, the Customer will physically transport Checks and deposits to the closest office of Bank and make such deposits until such time that the outage can be identified and resolved. Customer agrees to bear all of its expenses associated with this contingency plan.

- i. Upon request, Customer will grant Bank the opportunity to conduct audits of Customer's compliance with this agreement. Such audits may include, when appropriate, onsite evaluations of Customer's physical and information security controls. In the event Customer security controls do not meet commercially reasonable standards, Bank reserves the right to provide notice to Customer immediately terminating the Service.
 - j. If a file contains items ineligible for the service, the Bank will reject those items, i.e.: illegible checks, foreign checks, items previously converted to Substitute Checks, unreadable MICR, etc. The Bank will notify Customer of any such exception items when they occur.
- 3. Requirements:** Each Check image must provide all information on the front and back of the original Check at the time presented to Customer by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original Check, MICR information, signature(s), any required identification written on the front of the original Check and any endorsements applied to the back of the original Check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.
- 4. Endorsements and Procedures:** Customer agrees to restrictively endorse any items transmitted through the Service as "For Remote Deposit Only to *"Insert Bank Name"*" or "For Mobile Deposit Only" or as otherwise instructed by Bank. If Customer does not endorse deposits as requested, Customer's item may be rejected. If Customer's deposit is rejected Customer will not be able to resubmit the deposit via Remote Deposit and must deposit it at a branch location. Customer agrees to follow any and all other procedures and Instructions for use of this Service as the Bank may establish from time to time. Any loss that Bank incurs from a delay or processing error resulting from an irregular endorsement or other markings by Customer will be Customer's responsibility. The Bank has no responsibility or liability for any fees incurred due to the rejection of transmitted items for missing/incomplete endorsements.

5. Receipt of Deposit: All images processed for deposit through Mobile Deposit will be treated as "deposits" under Customer's current Deposit Account Agreement and Disclosure with us and will be subject to all terms of the Deposit Account Agreement and Disclosure. When we receive an image, we will confirm receipt via email to Customer. We shall not be deemed to have received the Electronic Item for deposit until we have confirmed receipt to Customer by email. Confirmation does not mean that the image contains no errors. Bank is not responsible for any image that Bank does not receive. Following receipt, Bank may process the image by preparing a Substitute Check or clearing the item as an image. Bank reserves the right, at Bank's sole and absolute discretion, to reject any Electronic Item for remote deposit into Customer's Account. Customer should check the status of Customer's items within Online Banking.

6. Original Checks: After Customer receives confirmation that Bank has received an image, Customer must securely store the original Check for 30 days after transmission to us and make the original Check accessible to us at Bank's request. Upon our request from time to time, Customer will deliver to us within 3 business days, at Customer's expense, the requested original Check in Customer's possession. If not provided in a timely manner, such amount will be reversed from Customer's Account. Within 60 days of deposit, Customer must destroy the original Check **by destroying it by cross-cut shredding or another commercially acceptable means of destruction.** After destruction of an original Check, the image will be the sole evidence of the original Check. Customer agrees that Customer will never re-present the original Check. Customer understands that Customer is responsible if anyone is asked to make a payment based on an original Check that has already been paid.

7. Limitation on Liability; Indemnification. In addition to other limitations on Bank's liability in the Agreement, in no event shall Bank be liable for (i) any data that is lost or destroyed in connection with the use of the Services, Software or transmitting a File, Checks or Electronic Images to Bank, (ii) the Customer's inability to use the Services, Software or transmit a File to Bank due to a mechanical failure of the Customer's hard drives,

personal computers, servers or other systems or hardware, (iii) the Customer's inability to communicate with Bank via the Internet resulting from a problem with an Internet Service Provider or Online Service Provider or otherwise or any files or transmissions not received by Bank, or (iv) unknown hazards of Internet use, including, but not limited to interception of any information relating to the Customer or its Transactions. Bank recommends that the Customer have appropriate security measures for Internet use, including, a proxy server and/or firewalls to control and protect Internet access. Customer acknowledges that in addition to any other damages Bank may be entitled to collect from Customer under the Agreement this Schedule or Applicable Laws, Bank will be entitled to consequential damages for Customer's breach of its obligations set out in the Customer Obligations section of this Schedule, including Customer's obligation to securely safe keep and subsequently destroy the Checks which Customer deposits through the Service. Bank strongly recommends that the Customer take the necessary measures to ensure that the Customer performs daily back-ups of data used in connection with the Services. In addition to its indemnification obligations elsewhere in the Agreement, Customer agrees to indemnify and hold Bank harmless from and against any and all Losses relating to or arising in connection with Bank accepting and/or processing for deposit any Check based on electronic Images and MICR Data in File received by Bank, including, without limitation any missing or improper endorsement or endorsement by Bank of any such Check or Substitute Check as contemplated by this Agreement, any Losses due to an accepted Check having previously been paid or any check or item not properly payable to Customer; provided, however, that Customer shall not be obligated to indemnify Bank for claims, losses or damages attributable to Bank's gross negligence or willful misconduct. This indemnity will survive the termination of the Agreement.

8. Representation and Warranties.

BANK DOES NOT WARRANT THAT THE USE OF THE SERVICES, SCANNER PRODUCT OR MOBILE APP WILL BE UNINTERRUPTED OR ERROR FREE. CUSTOMER EXPRESSLY AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION AGAINST BANK OR ANY PROCESSOR, AND BANK SHALL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER, FOR ANY BREACH BY ANY MANUFACTURER OF ANY MANUFACTURER'S WARRANTY AVAILABLE FOR THE SCANNER EQUIPMENT OR MOBILE APP.

9. Returned Deposits

Any credit to Customer's Account for Checks deposited using Mobile Deposit is provisional. If original Checks deposited through Mobile Deposit are dishonored, rejected, returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, Customer agrees that an original Check will not be returned to Customer and that we may charge back the amount of the original Check and provide Customer with an image of the original Check, a paper reproduction of the original Check, or a Substitute Check. Customer will reimburse Bank for all Losses caused by, or relating to, the processing of the returned item. Without Bank's approval, Customer shall not attempt to deposit or otherwise negotiate an original Check if it has been charged back to Customer. Bank may debit any of Customer's Accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely. **Unless otherwise agreed in writing by Bank and Customer, Bank will process any returned Electronic Items as described in Section 229.31 of Regulation CC.**

10. Funds Availability

Funds from using the Services are not available for immediate withdrawal and are subject to the Bank's Funds Availability Policy. Electronic Items are considered deposited with Bank after they have been received and processed pursuant to the terms of these Remote Deposit Services.

11. Holds on Deposits. In addition to any other rights Bank may have with respect to Customer's Accounts, Bank may hold and use funds in any Customer Account following termination of the Agreement and these Services for such time as Bank reasonably determines that any Electronic Item processed by Bank prior to termination may be returned, charged back or otherwise cause Losses or other action for which Bank may be responsible. Without limitation of the foregoing, Customer acknowledges that under Regulation CC, the UCC, and the Rules of any Network that the Image Exchange Items and Substitute Checks may expose the Bank to claims for several years following the processing of an Image Exchange Item or Substitute Check.

Schedule 9: LOCKBOX SERVICES

1. **Services.** Following execution of the appropriate Set Up Form accepted by Bank and implementation of the Services by Bank, Customer shall instruct those of its clients whom Customer desires to use the Services to forward Checks, drafts, money orders, and other negotiable instruments, remittances, including invoices and instruments for the payment of money (collectively, "**Remittances**"), to a post office box or other lockbox established and maintained by Bank for Customer (a "**Lockbox**"). Customer shall instruct such clients not to forward cash or other items of intrinsic value to the Lockbox, and as between Customer and the Bank, Customer assumes full responsibility for all cash and other items of intrinsic value forwarded to the Lockbox.

2. **Access to the Lockbox.** The Bank shall have sole access to the Lockbox and shall, on each day that both the Bank and U.S. Postal Service are open for business to conduct substantially all of their usual business, collect mail (including Remittances) from the Lockbox. Unless otherwise notified in writing by Customer as stated below, the Bank shall process all Remittances received in the Lockbox for deposit to an Account of Customer which designates as payee(s) any name or names which appear on the Lockbox Implementation Questionnaire (or such other Set Up Form that Bank may provide Customer from time to time) completed between the Bank and Customer or which, in the Bank's sole judgment and discretion, appropriately resemble such names. The Bank shall return cash remittances to Customer's Account at the Bank that is stated on the Lockbox Implementation Questionnaire and forward other items of intrinsic value received in the Lockbox to Customer; provided, that Bank shall have no liability for any items of intrinsic value that Customer or any of Customer's clients claim have been sent to or received in the Lockbox. The Bank shall also forward at Customer's expense, in accordance with Customer's written notification, items specifically described in the Lockbox Implementation Questionnaire which are received in the Lockbox and which Customer does not wish to have processed, provided, however, that in no event shall Bank be liable to Customer or any third party for Losses resulting from its failure to honor Instructions enclosed with or appearing on an item asserting, in substance, that such item represents payment of a specific part or all of an obligation, or which

states that it corresponds to any particular invoice or like document not enclosed with the item.

3. **No Examination of Items.** Bank will not be responsible for examining an Item to determine whether the item includes a notation such as "paid in full", "payment in full", "without recourse" or any similar statements or other instructive endorsements. Bank shall process and forward for presentment all Remittances received in the Lockbox other than those forwarded to Customer pursuant to Section 2 above or otherwise excluded from the terms of this Agreement; provided that Bank may remove from processing and forward to Customer any such Remittance which includes notations as indicated above (or similar notations or directions on such Remittance). The Remittances, which are processed and forwarded for presentment by Bank, are referred to hereinafter as "Items of Payment". In the event that an invoice does not accompany an Item the Bank shall forward the Item to the Customer.

4. **Endorsement.** Bank shall endorse all Items of Payment as follows, or in such form as the Bank may deem necessary to perform this Service:

>Bank of First Deposit Routing Number<
CREDIT TO WITHIN NAMED PAYEE
ABSENCE OF ENDORSEMENT GUARANTEED
>Bank of First Deposit Routing Number<

5. **Deposit to Customer's Account.** All Items of Payment shall be credited to the Account in accordance with Bank's funds availability schedule then in effect, a copy of which has been provided to Customer. An Item of Payment shall not be deemed to have been received or deposited with Bank until it has been removed from the Lockbox and processed pursuant to Bank's current processing procedures ("**Procedures**"). Notwithstanding anything herein to the contrary, in the event that any Item of Payment credited to the Account is returned unpaid to Bank, or is dishonored by Bank upon which it is drawn, Bank will debit the Account for the entire amount credited to the Account in respect of such Item of Payment together with any applicable service charge. Items of Payment returned unpaid will not be re-deposited and will be forwarded to Customer and the applicable service charge will be imposed, unless otherwise instructed in writing by Customer. Customer's relationship to the Bank as a depositor will commence only when Items are credited to Customer's Account.

Prior to such time, Bank will be a bailee as to the Items in Bank's possession.

6. Instructions. Bank shall use due and ordinary care to follow Customer's Instructions as reflected in the Lockbox Implementation Questionnaire, or any amendment thereto, with respect to the processing and forwarding of copies of Items, invoices, correspondence, envelopes, advices and item listings. In order to become effective, Customer's written Instructions intended to alter information made part of the Lockbox Implementation Questionnaire must (i) be received by Bank in writing pursuant to the notice provisions herein, (ii) make specific reference to the Lockbox Implementation Questionnaire, and (iii) give Bank a reasonable period of time to act thereon.

7. Online Images. If Customer wants to include in the Services the ability to view over the internet (including over IBS or other System) items and related invoices that have been received at the Lockbox and a report of exception items and instruct Bank over the internet to accept or reject exception items, then Customer will elect Image Lockbox on the Lockbox Implementation Questionnaire and the Services will include Image Lockbox.

8. Copies of Documentation. All Items forwarded to Customer by Bank for any reason whatsoever shall be directed to Customer's designated address as provided to Bank. Bank will maintain a copy of Remittances for a period designated by Customer on the Lockbox Implementation Questionnaire. Bank shall endeavor upon receipt of Customer's written request and payment of Bank's costs and expenses, to make available to Customer such microfilm or microfiche records or reproductions thereof. Bank shall not be responsible for any inability to provide Customer such records for any reason.

9. Limitations of Liability; Indemnity. In addition to the terms elsewhere in the Agreement limiting Bank's liability, the Bank shall not incur any liability whatsoever for or in connection with any cash or other property (collectively, "**Property**") received in any Lockbox, and Customer agrees to indemnify and hold the Bank harmless from an against any Losses relating to the receipt or alleged receipt by Bank of any such Property. Bank shall have no liability for mail not bearing the complete address designated by Bank to Customer.

10. Termination. In the event of termination in accordance with the applicable provisions of this agreement, Customer shall notify Customer's clients to discontinue use of the Lockbox, and Bank shall forward to Customer, at Customer's expense, all unprocessed Remittances, items, related invoices and correspondence received or in possession of Bank following termination. The PO Box may not be assigned to Customer. Any mail received in the Lockbox addressed to Customer after the termination date will be sent to the address specified by Customer for a period of 60 days after the termination date. Customer agrees to pay Bank's fees and charges for forwarding any mail. Thereafter the obligations of Bank pursuant hereto shall terminate.

Schedule 10 : ZERO BALANCE ACCOUNTING ("ZBA") SERVICES

Each Affiliate joined to this Agreement as a Customer hereby designates the Customer identified as "Customer" in this Agreement as its agent (in such capacity, such Customer shall also be referred to in this Schedule as the "*Agent*") to undertake the actions, duties and responsibilities of Agent under this Schedule. This Schedule will govern the Multiple Entity Zero Balance Account Services described below (the "*ZBA Services*").

1. ZBA Relationships. In connection with the ZBA Services, the Agent may establish one or more Zero Balance Accounting relationships (each, a "*ZBA Relationship*") between the Accounts of one or more of the Customers (which may include interest-bearing Accounts if permitted by Bank), as further described in the schedule for the ZBA Services. Each ZBA Relationship shall consist of a single master Account maintained with the Bank in the name and tax identification number of a Customer (such Account, the "*Master Account*", and the designated owner thereof, the "*Master Account Customer*" for the related ZBA Relationship) and one or more sub Accounts maintained by any Customer (which may include the Master Account Customer) with the Bank in the name and tax identification number of such Customer (each such sub Account, a "*Child Account*", and the designated owner of each Child Account, a "*ZBA Customer*" for the related ZBA Relationship). Each ZBA Customer for a ZBA Relationship hereby grants the Master Account Customer for such ZBA Relationship the unconditional and irrevocable authority to (i) add to

such ZBA Relationship new Child Accounts in the name of and under the tax identification number of any other Customer and (ii) remove any existing Child Account from such ZBA Relationship. Only the Agent may establish a new ZBA Relationship. Only the Agent, on behalf of the related Master Account Customer and ZBA Customer(s), or the related Master Account Customer, on behalf of the related ZBA Customer(s), may modify an existing ZBA Relationship, including establishing and modifying the amount of the Target Balance (as defined below).

2. ZBA Services. At the close of each Business Day following the day on which the ZBA Services commence, (i) if the balance in any Child Account exceeds the Target Balance (i.e., the balance that the Customer wants to maintain in the Child Account at the end of each Business Day), then the Bank will transfer the amount of the balance in excess of the Target Balance from such Child Account to the related Master Account, and (ii) if the balance in any Child Account is less than the Target Balance, then the Bank will transfer funds from the related Master Account to such Child Account in an amount which will increase the balance in such Child Account to the Target Balance. Each Customer agrees that each transfer of funds described in the foregoing sentence from a Child Account or Master Account shall constitute an authorized funds transfer by the related ZBA Customer or Master Account Customer owning such Child Account or Master Account, respectively. Each Customer acknowledges and agrees that the Bank shall have no obligation or responsibility regarding the application or use of any funds transferred in accordance with the terms of this Schedule.

3. Representations and Warranties. Each Customer (including the Agent) hereby represents and warrants to Bank that the transfer of funds described herein, and the commingling of funds resulting therefrom, does not violate any law or regulation applicable to the Agent, such Customer or the funds in the Master Account(s) and Child Account(s). Bank, in providing the ZBA Services, is acting and relying upon the foregoing representations and warranties, and the Customers agree that the Bank's reliance and actions taken based on the foregoing representations and warranties do not constitute negligence or willful misconduct.

4. Indemnity, Covenant Not to Sue. In addition to the

other indemnities set forth in this Agreement, with respect to each ZBA Relationship, the Agent, the related Master Account Customer and the related ZBA Customer(s) each agree, jointly and severally, to indemnify the Bank for any and all overdrafts in the related Master Account or other liabilities incurred by the Bank, resulting from any transfers from such Master Account to the related Child Account(s) as described in this Schedule. Each Customer and the Agent covenant with the Bank that neither will sue the Bank in connection with any disputes between themselves or amongst any of the Customers in connection with the ZBA Services or this Schedule. The provisions of this Section will survive termination of the Agreement.

5. Termination. Any ZBA Relationship may be terminated by the Agent or Bank at any time by providing 10 days' prior written notice of termination to the other parties. The Bank may immediately terminate the ZBA Services or any ZBA Relationship upon written notice to the Agent (including email or other electronic notice) (i) upon the occurrence of an overdraft in the related Master Account, after giving effect to any transfer required hereunder from such Master Account to any related Child Account after notice and a reasonable opportunity to cure, or (ii) as otherwise provided in this Agreement.

6. Guaranty by Agent. To induce the Bank to provide the ZBA Services to the Customers, the Agent absolutely, irrevocably and unconditionally guaranty to the Bank the full and prompt performance and payment when due (by acceleration or otherwise), of all obligations, agreements, covenants, liabilities, expenses, representations and warranties of any Customer to Bank, whether now existing or hereafter arising, under or in connection with this Schedule (collectively, the "Obligations"). The liability of the Agent under this guaranty shall be absolute and unconditional irrespective of any lack of genuineness, validity, legality or enforceability of any document, agreement or instrument relating thereto or any assignment or transfer thereof. This is a continuing guaranty and shall remain in full force and effect and be binding upon the Agent and its successors and permitted assigns, if any. This guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment or performance of the Obligations of any Customer, or any part thereof, is, upon the insolvency, bankruptcy or reorganization of such Customer or otherwise pursuant to applicable law, rescinded or reduced in amount or

must otherwise be restored or returned by Bank, all as though such payment or performance had not been made. Agent authorizes Bank, without notice or demand and without affecting the Agent's liability hereunder, from time to time to renew, extend, accelerate, compromise, settle, restructure, refinance, refund or otherwise change the amount and time for payment or performance of the Obligations, or otherwise change the terms of the Obligations or any part thereof. The obligations of the Agent hereunder are those of a primary obligor, and not merely a surety, and are independent of the Obligations. Agent unconditionally waives any right to require the Bank to (a) proceed against any Customer or any other obligor in respect of the Obligations provided the Bank has first given notice of default to the Customer and the Agent and the Customer has failed to cure such default within two (2) days of the date of such notice; (b) proceed against or exhaust any security held directly or indirectly on account of the Obligations; or (c) pursue any other remedy in the Bank's powers whatsoever. Agent hereby waives (i) notice of acceptance of this guaranty and of any extension of any loan or other financial accommodation by Bank to any Customer; (ii) presentment and demand for payment of any of the Obligations; (iii) protest and notice of dishonor or default to the Agent or to any other party with respect to any of the Obligations; and (iv) all other notices to which Agent might otherwise be entitled. Agent agrees to pay all reasonable attorneys' fees and charges, the reasonable allocated cost of internal legal services, and all other reasonable costs and expenses which may be incurred by the Bank in the enforcement of this guaranty.

7. General Provisions. Each Customer hereby authorizes the Agent to request and consent to any waiver or assignment hereunder for and on behalf of such Customer. Agent and each Customer agree to advise Bank promptly of any consolidation, merger, sale or conveyance of Agent or such Customer or any principal part of its assets, or the sale or conveyance of any controlling interest in Agent or such Customer to the extent Agent or such Customer is no longer affiliated with Agent and the remaining Customers (either by common ownership or control), and upon any such occurrence, Bank shall have the right to immediately terminate this Schedule and the ZBA Services with respect to such Customer upon receipt of such notice. In addition to the amendment provision in Schedule 1 of

the Agreement, it is agreed that this Schedule may be amended in writing signed by Bank and Agent. In addition, Agent may, on behalf of all Customers, add additional Customers to the ZBA Services (each, a "New Customer") via an amendment, in a form and substance acceptable to Bank, binding each such New Customer hereto, and to otherwise act for and on behalf of each Customer as described in this Schedule.

Schedule 11: Currency Vault Services.

These Currency Vault Service terms set forth how Customer may place orders with Bank for United States coin and currency ("**Cash Orders**") and deliver coin and currency for deposit with Bank ("**Deposits**"), and contract with a third party to maintain a smart safe for to hold deposits and Cash Orders, each as described further below (collectively, the "**Services**").
Armored Deposit Services. Armored Deposit Services allow customers to make deposits of US currency & coin (collectively, "Currency") to Customer's Account(s) by delivery to one or more designated cash vault locations approved by the Bank (each, a "Vault").

Implementation of Services. Customer must separately contract with an approved third-party armored courier ("Courier") to deliver deposits consisting of coin and currency to Bank's cash vault from Customer's designated locations which are approved through to Set Up Forms (each, a "Location"). Bank reserves the right to approve all Customer Locations. The courier acts as the Customer's legal agent; and Vendor, and is not a Supplier of Bank.

Submitting Deposits. Customer will provide any deposits in tamper proof bags. Bank assumes no liability arising from the pick-up and delivery of these bags by the Courier. Except for deposits made in a Smart Safe (defined below) upon pick-up by the Courier the contents within the deposit bag remain the property of the Customer and are not considered Deposits until received at a Vault. Customer agrees that all Currency that is in the possession of the Courier legally remains in the Customer's possession until it is physically released to and accepted by one of the Bank's Vaults.

Credit to Customer's Account. Customer will work with its Courier to resolve any discrepancy between what Customer believes it delivered to the Courier and what was accepted by the Bank. Credit to Customer's

Account will not be provided prior to verification of Deposits. The Courier will verify funds provided in the deposit bag and will be capable of providing electronic information regarding the amount of Currency deposited. This information will be provided to Bank by the Courier. Customer agrees that any discrepancy between Customer's records and the Bank's records is waived and the Bank is released from liability for the discrepancy unless the claim is made by Customer within thirty (30) days of the date of the disputed Deposit. Bank agrees to credit Customer's banking Account upon receipt of electronic information from the Courier. Amounts received prior to the Bank's cutoff will be credited same day. Amounts received after cutoff or on a non-Business day will be credited on the next Business Day.

Verification of Deposits. Bank's acceptance of a Deposit constitutes signing for a declared amount; therefore, the Deposit will not be processed until the contents have been verified. Bank's findings with respect to the contents of the Deposit shall be conclusive and binding. Furthermore, to the extent there is a conflict between the Bank's records regarding the Deposit and verified amount and the Customer's records regarding the Deposit and declared amount, the Bank's records shall control. Customer acknowledges and agrees that any credits to the Account based on the declared amount of the Deposit are provisional until verified by Bank. Bank will notify Customer if there is a discrepancy between the declared amount and the verified amount. The Account will be adjusted accordingly (up or down as the circumstances require) by Bank. Bank reserves the right to refuse to provide provisional credit for any Deposits at its reasonable discretion. Until Bank acknowledges acceptance of a Deposit by signing Carrier's receipt book, Bank incurs no liability for loss of any Deposit Bag or other pouches or bags that are delivered. Bank shall not be liable to Customer as an insurer of such property.

Change Order Delivery. Change Order Services allow Customer to order Currency for pick-up by a Courier at a Vault (a "Change Order") to deliver to one of Customer's locations.

Ordering Currency. Customer will use an approved third-party Change Order system ("Change Order System"), established and maintained by Loomis or some other Courier, to place Change Orders with Bank. Customer agrees to the responsibilities contained in this

Agreement with respect to the Change Order System and Bank may act and rely upon any Instruction received over the Change Order System that is apparently originated by Customer. All Orders must be submitted by the designated Cut-off time for delivery on the next Business Day. This information will be provided to Bank from the Courier. Any Order is subject to approval by Bank dependent on funds available in Customer's Account at the time of request. When the Courier or other third-party Servicer communicates a Change Order to Bank, Bank then agrees to debit Customer's Account for the amount of the Change Order.

Upon receipt of Customer's Change Order request, Bank will physically count and bundle the Currency ordered by Customer and make the Change Order available to the Courier or any person the Courier has certified is authorized to act on its behalf for delivery to Customer's designated Location. Bank shall not be liable for any loss resulting from any fraud or misrepresentation with respect to any person's purported authority to act on behalf of Customer or Courier. A signed receipt or scan of the shipping manifest by the Courier or its representative at the Vault will serve as acknowledgement of their acceptance of the Change Order on Customer's behalf, which receipt shall, in each instance, be conclusive evidence of the amount received by the Courier or its representative and a complete discharge of Bank as to the amount delivered or said to be delivered by Bank to the Courier or its representatives, without regard to whether the Courier or its representative makes actual physical delivery of the Change Order to Customer

Discrepancies; Reliance on Courier. Customer must promptly notify Bank of any discrepancies in the Change Order, missing Change Orders or other problems with the Change Order, within one (1) Business Day after receipt of the Change Order (or date on which such Change Order was to be received), and provide documentation to support any such discrepancy as requested by Bank. Customer agrees that, absent manifest error, Bank's count of the Change Order is final and conclusive. In the event that Bank duplicates a Change Order, it is Customer's responsibility to refuse delivery of the duplicate Change Order. If delivery of a duplicate Change Order is accepted, Customer assumes all liability for the protection of the funds in the duplicate Cash Order until such time as said funds are returned to Bank for credit. Bank assumes no liability

whatsoever in connection with the loss of any duplicated Change Order. Bank assumes no liability for actions of the Courier. Any disputes arising from the Courier's actions will be handed directly between Customer and the Courier. In the event an error occurs regarding the amount of cash withdrawn and Bank reports the misstated amount on Customer's Account, Bank will subsequently adjust the balance to reflect the true amount which was withdrawn.

Smart Safe (SafePoint).

The SafePoint service allows Customer to receive provisional credit for Currency placed in a validated safe (provided by Customer's Courier) (a "Smart Safe" or "Safe") installed at Customer's specified Locations to facilitate the deposit of Currency into Customer's Accounts with Bank (each, a "Deposit").

Courier Contract. Customer will lease an approved Safe from Loomis or other Courier approved by Bank. Customer must enter into a contract with Loomis or other approved Courier is fully responsible for:
The acquisition by lease or purchase of the Safe;
Delivery of Currency in the Safe to Bank's cash vault;
The installation and servicing of the Safe and any necessary building modifications or enhancements;
Any subsequent removal of the Safe;
Registering the Safe's Location with Bank;
Preparing Deposits to the Safe; and
Maintaining insurance coverage for the Safe and its contents.

Bank assumes no liability arising from the purchase, installation or maintenance of the Safe by Customer and Bank assumes no liability for the Customer's relationship with Loomis or other Courier who maintains the Safe or delivers Safe contents to Bank's Vault.

Deposits into Smart Safe. Customer shall place Currency into the Vault to be held in a secure segregated cassette to hold for further credit and deposit into Customer's Accounts at Bank (the "Deposit Cassette"). Customer understands and agrees that Customer will not have any access to the Deposit Cassette in the Safe that is installed at the Location. Loomis (including its successors and assigns, "Loomis"), or a Courier retained by Loomis, shall have the only access to the Currency placed into the Deposit Cassette of each Safe. Customer

acknowledges and agrees that the amount of the Deposit shall not be considered final unless and until the amount of Currency is received by Bank and reconciled as set forth below. Customer shall indicate to Bank on the Set Up Forms those Locations that will use the Services, either the receipt of Currency or the site of a Safe, and agrees to provide Bank with no less than thirty (30) days prior written notice of any addition, change or removal of a Location. Customer acknowledges and agrees that Courier will include the address of each of Customer's Locations using the Services in the Safe File Totals (defined below).

Information from Safes, Deposit Schedule. The Safe will be capable of providing electronic information regarding the amount of Currency deposited and will confirm the amount of currency contained within in a file sent to Bank at the end of each Business Day (the "Safe File Total"). Such Currency amounts are subject to limitations imposed at the Bank's discretion and Customer will adopt a Courier transport schedule necessary to maintain the value of Safe contents within these limitations. The transport of Currency from Customer's Locations to Bank's cash vault will occur no less frequently than once every week unless specifically agreed to by Bank in writing.

When Loomis or other Courier communicates the Safe File Total to Bank, upon receipt of the Safe File Total Bank agrees to provisionally credit Customer's Account. When Bank grants such credit to Customer, the Currency in the Safe then becomes the property of Bank. In the event an error occurs regarding the amount of Currency and Bank reports the misstated amount on Customer's Account, Bank will subsequently adjust the balance to reflect the true amount which was deposited into the Safe upon receipt of the Currency by Bank. Customer agrees to indemnify Bank for any Losses sustained by Bank as the result of any adjustments made to Customer's Account.

Customer has access to a third-party system to review SafePoint activity and any such system shall be deemed a System under the terms of this Agreement.

Delivery of Currency to Bank. Customer shall have the responsibility with Loomis to deliver the amount of the Currency placed into the Deposit Cassette at the frequency agreed upon by Bank and Customer; provided, that Currency shall be delivered from each

Location to Bank no less than weekly, unless specifically agreed to by Bank in writing. Currency in the Safe that is reported to the Bank prior this cutoff time will be provisionally credited to the Customer's banking account the next Business Day. Currency in the Safe that is reported after the Cutoff Time, or on a non-Business Day, will be provisionally credited the next Business Day. The amount of the Currency received by Bank will be verified against the amount reported by the Safe File Total(s) to reconcile the amount of the Deposit. Customer waives any discrepancy between its records and Bank's records if a claim is not made within (10) calendar days from the original deposit date. Customer agrees that, notwithstanding Bank's participation in the verification process, Customer must resolve with Loomis or other Courier, and not Bank, any amounts due to Customer for either: (a) a discrepancy in the amount of Currency received by Bank in the Deposit and the amount reported in the Safe File Total(s) pursuant to the verification process above, and (b) any failure of Bank to receive Currency removed from any Vault. In the event of a discrepancy between the amount of the Currency received for the Deposit and the amount reported in the Safe File Total(s), the amount of Currency in the Deposit shall control. Bank will debit from Customer's Account the amount of any shortage in the amount of Currency received in the Deposit, or any failure of Bank to receive the Currency removed from any Vault by the next Business Day after such Currency is removed.

Funds Availability of Vault Currency. Notwithstanding the terms of Bank's Funds Availability Policy, Bank will make available to Customer the amount of funds that are reported to Bank by Loomis in the Safe File Totals prior to the Cut-Off Time on the next Business Day. The amount of the Deposit will be equal to the information received by Bank as reported in the Safe File Totals for each of the Locations. Bank shall not be obligated to credit to an Account or make available any amounts to Customer in the event of a failure or delay of Loomis to deliver the Safe File Totals. Any information received in the Safe File Totals after the Cut-Off Time shall be deemed to be received as a Deposit on the next Business Day.

Limitations on Liability and Indemnification. In addition to any limits on liability set forth in the General Terms and Conditions, Customer acknowledges and agrees that Customer and its Courier, not Bank, shall be liable and hold the Bank harmless for (a) the amount of any

Change Order that Customer alleges is unauthorized, in an amount not requested by Customer, or does not arrive to the Customer's Location specified in the Change Order, (b) in the event the amount of any Currency in a Deposit is either not received by Bank, or the amount of Currency received by Bank is in an amount different than the amount Customer records as placed into the Bags, Deposit Cassette or is set forth in the Safe File Total(s) transmitted to Bank with the totals in the Safe, and (c) action or omissions on behalf of Customer by Courier.

Termination; Suspension. In addition to the rights of termination or suspension set forth in the General Terms and Conditions, Bank may terminate the Services at any time that the agreement between Bank and Loomis, or between Customer and Courier is terminated or suspended.

Schedule 12: TERMS FOR MULTI-ENTITY CUSTOMER RELATIONSHIPS

1. General Authority. Each Affiliate that is party to this Agreement as a Customer hereby authorizes the entity signing as the "Customer" on the Signature Agreement (for purposes of this Schedule, the "Primary Customer") to act as agent for each such Customer in connection with any and all matters relating to the Agreement, including, without limitation, administering the Services and originating Transactions (i.e., ACH, wire or check), issuing Instructions, transmitting deposit data, executing Set Up Forms, terminating the Agreement, agreeing to modifications and amendments to the Agreement, and receiving notices under the Agreement (which will be effective against the Customers, even if such notices and communications are sent only to Primary Customer); any and all such actions by the Primary Customer shall be binding on the Affiliate Customers. Bank may conclusively rely on Primary Customer's authority to act for itself and to bind the Affiliate Customers with respect to the foregoing. Primary Customer agrees to notify the Affiliate Customers of any such notices received, agreements made and actions taken on behalf of any such Affiliate Customer.

2. Collections. Each Customer hereby agrees that if any of its Collections (as defined below) are received through or in any Lockbox or Account now or hereafter established in the name of Primary Customer or any

Affiliate Customer (each, a “**Commingled Lockbox**” or “**Commingled Account**”, respectively), then the Primary Customer or such Affiliate Customer is authorized to receive, endorse, negotiate, deposit, withdraw, transfer and apply such Customer’s Collections and take any and all other actions with respect thereto, all as the Primary Customer or such Affiliate Customer deems appropriate. Each Customer understands that such Collections may be commingled with the funds of other entities. Therefore, each Customer hereby disclaims and releases all right, title and interest in its Collections, and hereby waives any and all legal claims such Customer may have against Bank based on conversion or any other legal theory, regulation or statute, due to such commingling. Each Customer represents and warrants to Bank that no Collections of a type that, by virtue of a statutory, regulatory, contractual or other restriction, cannot be commingled with other funds or payments will be submitted to or received in any Commingled Lockbox or Commingled Account. For purposes of this paragraph, “**Collections**” shall mean all Checks and other items (including remotely deposited Checks), electronic funds transfers, credit card payments and other amounts payable to or for the benefit of a Customer and all proceeds thereof.

3. Centralized Electronic Access. Under the terms of the Agreement, Bank may provide each Customer with electronic access to the designated Services using IBS or other System. The Primary Customer has requested, and subject to the terms hereof the Bank agrees that the customer identifier used for IBS or other System assigned by Bank to Primary Customer and other access credentials for use of an IBS or other System assigned to or designated as belonging to Primary Customer (collectively, the “**IBS ID**”) may be used by Primary Customer and the Affiliate Customers for purposes of conducting Transactions and using the designated Services. Each Customer acknowledges and agrees that (a) the Bank may rely on and act upon any and all communications or Instructions it receives through IBS (or other IBS) under Primary Customer’s IBS ID or IBS ID with respect to such Customer’s Accounts as communications or Instructions of such Customer, and Bank’s reliance shall not constitute negligence or willful misconduct, (b) such Customer shall be bound by (i) the use of the Services made through the Primary Customer’s IBS ID with respect to the Accounts of such Customer, (ii) all communications or Instructions Bank receives through IBS under Primary Customer’s IBS ID

with respect to the Accounts of such Customer, (iii) all Transactions resulting from such communications or Instructions, including, without limitation, electronic funds transfers and other disbursements from such Customer’s Accounts, and (iv) all other actions taken by the Bank with respect to such communications or Instructions, (c) Bank shall have no liability or responsibility to notify an Affiliate Customer of any other entities with which Primary Customer shares its IBS ID, and (d) only the employees or other Authorized Persons of each Customer will use the Services and conduct Transactions using the IBS ID with respect to the Accounts of such Customer. Each Customer understands and agrees that the use of the Services affecting each of such Customer’s Accounts may be reflected on certain records of the Bank as initiated by Primary Customer using the IBS ID assigned to Primary Customer and not as having been initiated by such Customer.

4. Primary Customer Special Obligations. In addition to any other indemnification obligations set forth herein, Primary Customer agrees to indemnify and hold the Bank harmless for any and all Losses that the Bank may suffer or incur in connection with providing the Services to the Affiliate Customers or any other matters related to the Agreement, except for Losses attributable to the Bank’s gross negligence or willful misconduct. In addition, the Primary Customer agrees that it is liable to Bank for each Affiliate Customer’s performance under, and compliance with, the terms of the Agreement (including, without limitation, the payment of Fees and any overdrafts of any kind or other amounts owed to Bank for the initiation of any ACH, wire or other electronic funds transfer), and with regard to such performance and compliance by any Affiliate Customer, the Bank may enforce the Agreement directly against Primary Customer without first being required to seek enforcement against any Affiliate Customer.

5. Representations; Warranties and Covenants. The Primary Customer hereby represents and warrants to Bank that each Affiliate Customer is an Affiliate of Primary Customer, and that Primary Customer has all necessary power and authority to act for and on behalf of each Affiliate Customer in connection with the Agreement, the Services and Accounts. Each Affiliate Customer hereby represents and warrants to Bank that it is an Affiliate of Primary Customer, and that all necessary action was taken by the Affiliate Customer’s governing body to provide Primary Customer all

necessary power and authority to act on behalf of Affiliate Customer in connection with the Services and Accounts of such Affiliate Customer as contemplated by the Agreement. Each Customer represents and warrants to Bank that (a) the execution and delivery of this Agreement has been authorized by all necessary corporate and governmental action and does not violate any provision of law applicable to such Customer, or any provision of such Customer's organizational documentation or any other agreement binding upon such Customer, and (b) the person(s) executing and delivering this Agreement for and on behalf of such Customer are duly authorized to do so. Each Customer agrees that Bank's reliance and actions taken based on the foregoing representations and warranties do not constitute negligence or willful misconduct. Further, each Customer hereby agrees that the Bank will not be liable and such Customer shall not sue or otherwise make claims against the Bank for or on Account of any claim for damages arising out of or relating to the Bank allowing the arrangements contemplated by this Agreement, including any fraudulent activity or Instructions resulting from or relating thereto.

6. Customers; Additional Affiliate Customers and new Services. Each Affiliate Customer hereby acknowledges and agrees that, from time to time, the Primary Customer may, without notice to or consent of the Affiliate Customers (i) join additional entities ("**Additional Affiliate Customers**") as parties to the Agreement by duly completing and executing (on behalf of itself and the Affiliate Customers) an agreement substantially in the form hereof and acceptable to the Bank, at which time, such Additional Affiliate Customers shall have the same rights and obligations as the Affiliate Customers, and Primary Customer shall have the same obligations with respect to such Additional Affiliate Customers as it has for the Affiliate Customers and/or (ii) subscribe to additional services ("**New Services**") via an Additional Services Supplement in a form acceptable to the Bank signed by the Primary Customer (on behalf of itself and the Affiliate Customers, including any Additional Affiliate Customers), at which time such New Services shall also constitute Services under the Agreement and hereunder.

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