

THIS TREASURY MANAGEMENT MASTER AGREEMENT ("Master Agreement") is a part of the Treasury Management Agreement entered into between Customer and Bank and governs the provision of those Treasury Management Services to which Customer subscribes.

1. Definitions.

The following terms have the meanings provided below in the Treasury Management Agreement. Terms specific to certain Services are defined in the applicable Service Terms and Conditions:

- a. **"Account"** means a transaction account of Customer at Bank, which Customer has designated as being covered by one or more Services in the Specifications. If the Specifications list multiple Accounts, each is an Account and **"Accounts"** means those multiple transaction accounts.
- b. **"ACH"** means monetary transactions processed via the Automated Clearing House.
- c. **"Account Agreement"** means Bank's terms and conditions of transaction accounts, made available to Customer in connection with transaction account-opening, and which is available on Bank's website.
- d. **"Affiliate"** means any one or more direct or indirect subsidiaries of Wintrust Financial Corporation and its successors and assigns, but not including the bank subsidiary identified in this Agreement.
- e. **"Authorized Representatives(s)"** means those employees whom Customer, or for certain services, the Security Administrator, designates to access one or more Accounts through one or more Services. The Treasury Management Agreement acts as Customer's authorization to allow the Authorized Representatives to access and process transactions, which may directly affect Customer's Accounts and liability to Bank. For certain Services, Authorized Representatives may be referred to as **"End Users"**.
- f. **"Available Funds"** means the total of the collected funds in the Account as of the close of business on any Business Day after taking into account all deposits and checks and other items drawn on the Account. The funds availability policy of Bank will apply to determine the amount of Available Funds.
- g. **"Bank"** means the bank identified in the header of this Master Agreement.
- h. **"Business Day"** means any day other than a Saturday, Sunday or federal holiday on which Bank is open to the public for carrying on substantially all of its banking functions and/or on which investments may be made in Bank's Mutual Fund Sweep Service or Repurchase Agreement Sweep Service.
- i. **"Bank Statement"** means, for the applicable Account, (i) each Account statement issued by Bank, (ii) any written or electronic advice to Customer from Bank or (iii) any electronic report produced through one of Bank's information reporting services to which Customer subscribes. An **"Activity Report"** refers to a limited Bank Statement made available online and providing activity under the specified Service.
- j. **"Check"** means, unless otherwise defined in a Service Terms and Conditions, a draft, payable on demand and drawn on or payable through or at an office of a bank, whether or not negotiable, that is handled for forward collection.
- k. **"Check Information"** means account number, serial number, issue date, dollar amount of a Check and, for certain Services, payee.
- l. **"Communication"** means instructions, orders, entries and other communications.
- m. **"Confidential Information"** means all information that is disclosed by either party in connection with the Treasury Management Agreement and which the disclosing party has exercised commercially reasonable efforts to identify as confidential in nature at the time of disclosure, or which is of such a nature as to be reasonably identified as confidential in nature at the time of disclosure. Customer Information and any information regarding or provided by or related to Bank's Service Providers shall be deemed to be Confidential Information. In addition, all Bank supplied Software and written documentation associated therewith and all user manuals and other documentation regarding the use and operation of the provided systems and Equipment are Confidential Information.
- n. **"Customer"** means Bank's business customer which has entered into the Treasury Management Agreement by execution, consent or negative consent and subscribes to one or more Services.
- o. **"Customer Information"** means any personal financial information relating to Customer or one or more of Customer's customers.
- p. **"Cut-off Time"** means the deadline for service availability shown in the applicable Specifications or on Bank's website, as it may be changed from time-to-time.
- q. **"Dual Administration"** means that Customer will maintain at least two Security Administrators when creating and modifying Authorized Representatives' access.
- r. **"Dual Control"** means when a Service requires an Entry to be made by one Authorized Representative's Security Device and approved by means of another Authorized Representative's Security Device.
- s. **"Electronic Transmission"** means, without limitation, facsimile transmission, voicemail, e-mail or other electronic or telephonic methods of communication.

- t. **"Entry"** means a transaction that Customer wishes Bank to process. With regard to ACH, it is an order or request complying with the requirements of the NACHA Rules (i) for the transfer of money to the account of a Receiver (a **"Credit Entry"**), (ii) for the withdrawal of money from the transaction account or general ledger account of a Receiver (a **"Debit Entry"**), or (iii) a zero dollar entry; or means the data received from Customer from which Bank prepares an Entry.
- u. **"Equipment"** means any hardware, communications devices or other equipment required to use a Service.
- v. **"Exception Item"** means a Check or other item that does not conform to or match the requirements of the Service.
- w. **"iBB Mobile™"** means the iBusinessBanking™ function available to access Accounts using a Mobile Device from a mobile web browser or via the **"iBB Mobile App,"** Bank's downloadable mobile banking application.
- x. **"Foreign Currency"** means currencies other than U.S. Dollars.
- y. **"iBusinessBanking™"** means Bank's online banking product for business customers.
- z. **"MICR"** means the Magnetic Ink Character Recognition line of numbers and letters on the bottom of the front of a Check that facilitates processing.
- aa. **"Mobile Device"** means a smart phone or tablet enrolled in iBusinessBanking™ or for use in iBusinessCapture™.
- bb. **"NACHA"** means National Automated Clearing House Association – the Electronic Payments Association.
- cc. **"NACHA Rules"** means the operating rules of NACHA, a copy of which may be obtained from NACHA at 13665 Dulles Technology Drive, Suite 300, Herndon, VA 20171. Instructions for obtaining a copy of the NACHA Rules are also available at www.nacha.org.
- dd. **"OFAC"** means the U.S. Treasury's Office of Foreign Assets Control, which issues the list of Specially Designated Nationals and Blocked Persons. OFAC information may be obtained directly from the OFAC Compliance Hotline at 1-800-540-OFAC or at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>.
- ee. **"Password"** means a personal identification code used by an Authorized Representative as a Security Device.
- ff. **"Request"** means instructions from Customer for a transaction such as a Wire Transfer or to amend or cancel prior instructions.
- gg. **"Security Administrator"** means Customer's employee(s) designated in the Specifications who will be responsible for coordinating and monitoring Authorized Representatives' use of certain Services.
- hh. **"Security Device"** means the use of logon credentials or access codes and authentications methods, including User IDs and Passwords, challenge questions, personal or location identification numbers, repetitive codes, Tokens, and other devices that Bank utilizes from time-to-time to protect Customer information and mitigate against fraud.
- ii. **"Service"** means each Treasury Management Service selected by Customer and to be provided by Bank from time-to-time.
- jj. **"Service Terms and Conditions"** means those additional contractual terms relating to a particular Service requested by Customer.
- kk. **"Service Provider"** means any agent, licensor, independent contractor or subcontractor that Bank may involve in the provision of a Service or Customer may involve in the execution of a Service.
- ll. **"Software"** means any Bank or Service Provider application, data or programs needed to execute tasks and perform a Service function.
- mm. **"Specifications"** means the enrollment and set-up and other Customer authorizations for a Service provided at the time a Service is requested or otherwise thereafter.
- nn. **"SSO"** means Single Sign On to a Service via iBusinessBanking™.
- oo. **"Standard Security Procedures"** means Bank's recommended Security Procedures for a Service as set forth in the **"Standard Security Procedures Annex"** to this Master Agreement, as such procedures may be changed from time-to-time. **"Security Procedures"** is used generically to mean the use of Security Devices and additional procedures, including callback protocols, Dual Control, out-of-band authentication, encryption and other systems and Software that may be used in connection with a Service.
- pp. **"Token"** means an electronic device designated by Bank that will permit Authorized Representatives to generate a one-time use numeric code to provide authentication to effect transactions in connection with certain Services. Tokens may be "hard" (tangible) or "soft" (generated electronically on a Mobile Device).
- qq. **"Treasury Management Agreement"** means this Master Agreement, including the Services Terms and Conditions, as well as the applicable Specifications, all as agreed to in the Authorization and Agreement for Treasury Management Services executed by Customer or by such other means of authentication or consent permitted by Bank.
- rr. **"UCC"** means the Uniform Commercial Code as in effect in the applicable state.
- ss. **"Wire Transfer"** means the transmission of money electronically to a beneficiary.

2. Scope of Services.

The Treasury Management Agreement governs any Service provided by Bank to Customer. With respect to any Service being provided by Bank to Customer at the time the Treasury Management Agreement is entered into, unless otherwise agreed, this Master Agreement

shall prevail over any conflicting provision of any prior agreement relating to that Service. In the event of any conflict between any Service Terms and Conditions and other provisions of the Treasury Management Agreement, the Service Terms and Conditions shall prevail with respect to the particular Service.

3. Disclaimer of Warranties.

The Software, Equipment and communication interfaces provided or licensed to Customer are provided on an "As Is" basis. Other than the express warranties contained herein or in the applicable Service Terms and Conditions, BANK MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND DISCLAIMS ALL WARRANTIES AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR SUITABILITY OF ANY SERVICE FOR CUSTOMER, OR AS TO THE COMPATIBILITY OF BANK'S SOFTWARE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE OF CUSTOMER.

4. Bank Liability.

a. Bank will exercise ordinary care and act in good faith in providing Services and, except as provided below, will be responsible for any loss sustained by Customer only to the extent such loss is caused by Bank's failure to exercise ordinary care or act in good faith and then the liability of Bank will not exceed the lesser of the actual damages sustained by Customer or the fees Bank received for providing the Service to Customer for the 3 months preceding the loss (or such number of months as Bank is able to recover damages under any applicable Service Provider agreement).

b. For Requests that are subject to Article 4A of the UCC, Bank is liable only for damages required to be paid under Article 4A or the Fedwire Regulations, as applicable, except as otherwise agreed in this Treasury Management Agreement, provided that Customer has otherwise complied with any duties imposed on Customer under this Agreement, the Wire Transfer Service Terms and Conditions or the applicable Specifications. For all Requests and Entries not subject to Article 4A, and for all other obligations under Bank's ACH Origination Service, Bank's liability is limited to actual damages, resulting directly from Bank's willful misconduct or Bank's failure to exercise reasonable care, not exceeding the following, as applicable: (i) in case of an excessive debit to Customer's Account, the amount of the excess plus compensation equivalent to interest from the date of the excessive debit to the date of the refund; (ii) in case of payment to an account not specified by Customer, the amount of the payment plus compensation equivalent to interest from the date of the payment to the date of the refund; (iii) in case of any delay in crediting a Debit Entry to Customer's Account, the amount of compensation equivalent to interest for the period of delay; or (iv) in all other cases, the damages specified in subsection a. above. If Bank fails to credit an Account utilized in connection with any Service in accordance with the Service Terms and Conditions and Specifications applicable thereto, as of the date such credit was earned, upon discovery or notification of such error, Bank will properly credit such Account, but Bank shall not incur any liability therefore except as otherwise provided herein or in the Service Terms and Conditions. Customer must use reasonable efforts to assist Bank in recovering the amount of any overpayment for which Bank is liable. If Bank is obligated to pay interest compensation, Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of Chicago for the period involved. At Bank's option, payment of such interest may be made by crediting the Account. If Customer transmits a Request to Bank by way of a funds-transfer system or other third-party communications system not specifically required by Bank, the system is deemed to be Customer's agent for that purpose. Bank is not liable to Customer for any discrepancy between the terms Customer transmits to such system and the terms it then transmits to Bank.

IN NO EVENT WILL BANK HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING IN CONTRACT OR IN TORT, AND WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES WAS DISCLOSED TO OR COULD HAVE BEEN REASONABLY FORESEEN BY BANK.

c. Bank shall be deemed to have exercised ordinary care if its action is in conformity with commercially reasonable banking practices. Clerical errors or mistakes in judgment shall not constitute failure to exercise ordinary care. Further, reliance on any oral, telephonic, electronic, written or other Communication believed in good faith to have been given by or on behalf of Customer will in no event constitute a failure to exercise ordinary care. Under no circumstances shall Bank be responsible for any liability, loss or damages resulting from any delay in performance of or failure to perform in connection with any Service which is caused by interruption of telephone, tele facsimile or communication facilities, delay in transportation, Equipment breakdown or mechanical malfunction, electrical, power or computer failure, accidents, fire, flood, explosion, theft, natural disaster or other catastrophe, acts or failure to act by Customer or any third-party strikes or lockouts, emergency conditions, riots, war, events of terrorism, nuclear fusion, fission or radiation, acts of government or other circumstances which are unavoidable or beyond Bank's control. Bank shall not be liable for failure to perform any of its obligations in connection with any Service if such performance would result in it being in breach of any law, regulation or requirement of any governmental authority.

5. Indemnification.

Except for Bank's gross negligence or willful misconduct, Customer will indemnify and hold harmless Bank and each of its directors, officers, employees, agents, successors and assigns (collectively, "Indemnitees") from and against all liability claims, loss and damage of any kind (including reasonable attorneys' fees and other costs incurred in connection therewith) incurred by or asserted against Indemnitee arising out of a Service by reason of any acts or omissions of Customer or any third party. This indemnification shall survive the termination of this Treasury Management Agreement as to matters that occurred during its term.

6. Security Procedures and Access.

a. **Security Administrator and Authorized Representatives.** A Security Administrator named in the Specifications or otherwise named for a Service will appoint Authorized Representatives to act on behalf of Customer in the delivery of the Service unless the Specifications provide for Customer to name its Authorized Representatives. Authorized Representatives may act on behalf of Customer for a particular Service in accordance with the relevant document(s) establishing the Authorized Representatives' responsibilities. Customer represents and warrants that each Authorized Representative is authorized to act on behalf of Customer and that Bank may

rely on the acts of Authorized Representatives as the binding acts of Customer. Customer assumes any and all liability arising from the use or misuse of the Service or Accounts by Authorized Representatives. Customer may revoke the authority of, or change the Security Administrator or name a co-Security Administrator at any time, upon prior written notice to Bank and execution of additional documentation required by Bank. Such change or revocation shall not be binding upon Bank until it has received the required written notice and has had a reasonable opportunity to act thereon.

b. **Standard Security Procedures.** Bank has designated Standard Security Procedures for the Services. **Standard Security Procedures are as described in the Standard Security Procedures Annex to this Master Agreement** or as otherwise described in the applicable Service Terms and Conditions. Security Procedures are designed to verify the origination (but not errors in transmission or content) of Communications sent by Bank and Customer. Customer agrees that any such mutually agreed-upon Security Procedure shall be deemed commercially reasonable. Bank shall not be obligated to act on a Communication not transmitted in accordance with the Security Procedures and may refuse to act on any Communication if Bank reasonably doubts its authorization, contents, origination or compliance with the Security Procedures. Bank shall have no duty to discover, and shall not be liable for, errors or omissions by Customer. If Bank complies with the Security Procedures regarding a Communication, Bank shall be entitled to act on that Communication and shall not be obligated to verify the content of such Communication, establish the identity of the person giving it, or await any confirmation thereof, and Bank shall not be liable for acting on, and Customer shall be bound by, any Communication sent in the name of Customer, whether or not authorized. Bank reserves the right to issue new Security Procedures and/or to cancel or change a Security Procedure from time-to-time.

c. **Encryption Technology.** Bank understands how important privacy is to its customers. Bank has taken steps to ensure the security and privacy of Customer's personal and financial dealings with Bank. Bank uses Transport Layer Security (TLS) encryption technology for everything Customer does while online. TLS is a cryptographic protocol that ensures privacy and data integrity between communicating applications and their users on the Internet. When a server and client communicate, TLS ensures that no third party may eavesdrop or tamper with any message. Customer's browser automatically activates this technology when it attempts to connect to Bank's system. What this means to Customer is that Customer's Communications are scrambled from Customer's browser to Bank's servers at all times to reduce the likelihood that an unauthorized person can read the information as it is carried over the Internet. Whenever TLS is securing Customer's communications, the browser will typically indicate the session is secure by displaying a small icon of a "locked" padlock in the web address bar. Notwithstanding the foregoing, the type of encryption technology used by Bank is subject to change as advances to encryption technology are implemented by Bank.

7. Customer Obligations as to Security Procedures, Fraud Prevention and Network Security.

a. **Nondisclosure.** Whenever the Security Procedures include the assigning to Customer of any confidential Password, login identification, identification code, repetitive code, Token or similar Security Device, Customer shall not disclose such Security Device except to employees or agents authorized to act for Customer in connection with Services. Customer shall implement such safeguards as are reasonably necessary to ensure the confidentiality and integrity of such Security Devices and shall immediately notify Bank if the confidentiality or integrity of any such Security Device is breached or threatened, followed by written confirmation of security breach. Bank will have no liability to Customer for any unauthorized transaction made using a Security Device that occurs before Customer has notified Bank of the possible unauthorized use and Bank has had a reasonable opportunity to act on that notice. Customer shall be solely responsible for the safekeeping of such Security Devices and assumes all risk of accidental disclosure or inadvertent use of such Security Devices by any party whatsoever, whether such disclosure or use is on account of Customer's negligence or deliberate acts or otherwise. Customer is strictly responsible to establish and maintain internal procedures to safeguard against unauthorized communications.

IF CUSTOMER, THE SECURITY ADMINISTRATOR OR AN AUTHORIZED REPRESENTATIVE OR OTHER AGENT DISCLOSES CUSTOMER SECURITY DEVICES TO ANYONE, AND/OR IF CUSTOMER ALLOWS SOMEONE TO USE SUCH SECURITY DEVICES TO GAIN ACCESS TO ACCOUNTS, CUSTOMER AUTHORIZED THEM TO ACT ON ITS BEHALF AND WILL BE RESPONSIBLE FOR ANY USE OF THE SERVICE BY THEM.

b. **Security Breach.** In the event of a security breach, Customer agrees to cooperate with Bank in connection with Bank's incident response investigation in a timely manner and to provide any information requested by Bank within 2 Business Days of the request. Customer will permit Bank's authorized representatives access to Customer's computer systems in connection with such investigation. Customer will indemnify and hold Bank harmless from and against any third-party claim arising in connection with a data security breach, except to the extent the breach is caused by Bank's gross negligence or the gross negligence of Bank's Service Provider.

c. **Fraud Prevention.** Customer acknowledges that there is a growing risk of losses resulting from unauthorized transactions in Accounts. Bank offers Services that provide effective means for controlling such risk, including: (i) ACH Debit Block and ACH Positive Pay, (ii) Account Reconciliation, (iii) Positive Pay and Reverse Positive Pay. In addition, Bank may recommend that Customer use certain fraud prevention practices to reduce Customer's exposure to online fraud. Each of these practices is an industry "best practice." An example of a best practice is Dual Control, which requires a payment or user modification initiated by one Authorized Representative to be approved by a second Authorized Representative on a different computer or Mobile Device before it takes effect. Another example of a best practice is Dual Administration when using iBusinessBanking™. Customer will be treated as having assumed the risk of any loss that could have been prevented by its use of any fraud prevention Service or best practice Bank has recommended to Customer, if Customer: (A) declines to enroll in the fraud prevention Service(s); (B) enrolls in the fraud prevention Service but fails to use it in accordance with the Service Terms and Conditions or Specifications applicable to it; or (C) fails to adopt and follow a best practice. In that event, Customer will be precluded from asserting any claims against Bank for paying unauthorized, altered, counterfeit or other fraudulent items that such tool was designed to detect or deter, and Bank will not be required to re-credit Customer's Account or otherwise have any liability for paying such items.

d. **Network Security.** Customer shall be solely responsible for the implementation of all commercially reasonable security procedures

to control access to Customer's computer systems and to protect any data files stored thereon. Such procedures include but are not limited to anti-virus, physical, logical, and network security control systems and devices. Customer should use a firewall product especially if it has a broadband Internet connection such as DSL or cable modem. Customer's computer operating system and browser should be fully patched for critical security issues. It is recommended that Customer use the most current fully patched versions of Internet browsers for accessing the iBusinessBanking™ Service or other online Services. Customer understands that it is liable for any hack, unauthorized access or related problems or other unknown hazards that originate from Customer that may be associated with using e-mail or the Internet to deliver or receive Services.

8. Confidentiality.

a. All Confidential Information provided to Customer in connection with any Service and all fee and pricing information with respect to the Services is the proprietary and confidential property of Bank and/or its relevant Service Providers. Customer shall not make any copies, in whole or in part, of any Confidential Information without Bank's prior written consent. Customer shall not disassemble, decompile or reverse-engineer any Software or Security Devices. Customer agrees to notify Bank immediately if the confidentiality of any Confidential Information is compromised. Customer's obligations under this Section shall survive the termination of this Treasury Management Agreement. Customer agrees to use the Confidential Information only in the manner specified by Bank and in the ordinary course of Customer's business, to return it to Bank upon termination of the relevant Service, and to keep the Confidential Information confidential and limit access thereto only to its agents and employees who require access in the normal course of their duties, except to the extent the Confidential Information is already in the public domain or Customer is required to disclose the Confidential Information by law. To the extent applicable, Bank will honor Customer's Freedom of Information Act requests in accordance with the law applicable to Bank.

b. Bank has implemented and shall maintain information security procedures designed to meet the requirements of the Guidelines Establishing Information Security Standards as adopted by the bank regulatory agencies who oversee Bank's operations. These security measures include appropriate disposal of consumer information, if required, and the appropriate actions to address incidents of unauthorized access to Customer Information, including notification to Customer as soon as possible of any such incident, which notice shall include appropriate details regarding such incident and a description of steps taken by Bank to remedy the incident and prevent its recurrence. Customer understands that Customer is solely responsible for any damages sustained as a result of an incident that occurs because of a virus or other breach of security on Customer's system.

c. In the event of any breach of the obligations under this Section, each party acknowledges that the other party would have no adequate remedy at law, since the harm caused by such a breach would not be easily measured and compensated for in damages, and that in addition to such other remedies as may be available to such party, it may obtain injunctive relief including, but not limited to, specific performance.

9. Service Providers.

a. Bank may act on any Communication and provide any Service using any payment system or Service Provider it reasonably selects. Bank's performance of Services is subject to the rules and regulations of any such system or organization. Bank shall have no obligation to disclose arrangements with third parties to Customer or obtain Customer's consent thereto. Customer authorizes the transfer of information relating to Customer to agents of Bank or Customer for use in connection with Services or as required or permitted by law. Bank will provide Customer with all necessary instructions for contact with such Service Provider, if necessary.

b. Customer may grant authority to third-party Service Providers to legally bind Customer with respect to its use of the Services. Customer is liable for (i) Service Provider's actual failure to comply with any of Customer's obligations under this Agreement; (ii) all fees, costs and expenses owed to each Service Provider for its services on Customer's behalf; and (iii) any claims, damages, costs, and expenses incurred by Customer or Bank as a result of Service Provider's failure to perform, delay or error in performing services on Customer's behalf. Notwithstanding the foregoing, Customer understands and agrees that Bank may refuse to accept any instruction from such Service Provider for any reason, but in no event shall Customer or Service Provider have a cause of action, legal or equitable, against Bank for such refusal. Customer shall provide information, including financial information, which Bank may, in its sole discretion, require from time-to-time regarding any Service Provider 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 the Service Provider retained by Customer does not meet Bank's qualification criteria. Neither Customer nor any other person or entity has 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.

10. Equipment and Software.

a. If any Service requires Equipment or Software to be operated by Customer, the provision of the Service by Bank shall be conditioned on the proper installation, configuration, use and maintenance of such Equipment or Software by Customer. Customer is solely responsible for the selection, purchase or lease and maintenance of its computer Equipment and Software and its compatibility for use where required in connection with any Service. If Bank supplies Equipment or Software, Bank shall remain the owner of such Equipment or Software, and Customer shall insure it, use it solely in the manner specified by Bank and in connection with the relevant Service, not remove or modify any name or identifying mark on it, and return it to Bank upon termination of the Service in good condition, ordinary wear and tear excepted.

b. Customer is responsible for installing and implementing any changes and upgrades to the Equipment and Software as required by Bank within 5 Business Days to ensure compliance with regulatory changes or developments and to protect the integrity and security of the Service.

11. Advertising.

Neither Customer nor Bank shall display any name, trademark or service mark of the other without the prior written consent of the other. Customer shall not advertise or promote any Service without Bank's prior written consent for each use or release.

12. Recordings and Records.

Either Customer or Bank may produce telephonic or electronic recordings or computer records, including e-mail and facsimile transmissions, as evidence in any proceedings brought in connection with any Service. Customer agrees to Bank's telephonic or electronic monitoring, recording and retention of records for evidence of the transaction and quality of service purposes. All records maintained by Bank for Services contemplated by this Agreement shall be and remain Bank's property. Bank may, at its discretion, make available to Customer such records upon request. Any expense incurred by Bank in making such records available to Customer shall be paid by Customer.

13. Notices.

In cases of errors or questions concerning transactions completed with Bank's Services, Customer should do one of the following, as soon as possible: call Treasury Management Support at 847-939-9050; or write to:

Wintrust
Attn: Treasury Management Support
9801 W. Higgins, Suite 800
Rosemont, IL 60018

Or such other address as Bank may give to Customer, in writing, from time-to-time. Any notice or other written communication may be sent by Bank to Customer at Customer's postal, e-mail, facsimile or other address provided by Customer to Bank, and Bank may assume that any notice or communication sent to Customer at any such address has been received by Customer, until Customer notifies Bank in writing of another address. Any notice shall be deemed effective when received.

14. Accounts.

a. All Services involving Customer's transaction Accounts at Bank are subject to Bank's Account Agreement and funds availability schedules in effect from time-to-time, provided that in the event of any conflict between the Treasury Management Agreement and Bank's Account Agreement, this Master Agreement and the Service Terms and Conditions shall prevail. Each funds transfer under a Service is subject to any transfer limitations that apply to the transaction Account.

b. Certain functions or Services may not be available if a Customer Account becomes inactive or dormant. Such functions or Services may include but are not limited to: Internal Account-to-Account Transfers; Payments to Bank's Loan Accounts; Stop Payment; ACH Origination; Positive Pay/Reverse Positive Pay; and Wire Transfers.

15. Payment.

Customer shall pay Bank for each Service in accordance with the price schedule established by Bank, which may be changed by Bank from time-to-time. Customer will be provided with notice of any such change in accordance with Bank's normal business practices. The price schedule for each Service will be deemed accepted by Customer upon provision of such Service to Customer. Customer shall pay any sales, use or similar tax applicable to any Service. If Bank is required to pay any such taxes, Customer shall reimburse Bank therefor upon demand. Customer shall also pay all attorneys' fees and other costs and expenses Bank may incur in collecting any fees or other sums Customer may owe to Bank in connection with any Service(s). Bank may collect any amounts due from Customer to Bank by debiting any of Customer's Accounts with Bank, billing Customer, and/or setting off against any amounts Bank owes Customer, without any obligation to give prior notice thereof to Customer.

16. Extensions of Credit and Overdrafts.

Customer must maintain sufficient amounts of Available Funds in its Accounts in connection with particular Services to cover its payment obligations. Bank is not obligated to extend credit to Customer unless it has specifically agreed to do so in a separate writing. If Bank extends credit to Customer by permitting overdrafts or use of uncollected funds in Customer's Accounts or otherwise, the amount thereof shall be immediately due and payable, together with interest thereon at a per annum rate determined by Bank from time-to-time, but not to exceed the maximum rate permitted by law. If Bank should perform on behalf of Customer any Services that create an overdraft or use of uncollected funds, such action shall not establish a course of dealing between the parties that shall require Bank to perform any Services on behalf of Customer that would create an overdraft or use of uncollected funds. Bank may, without notice, refuse to honor any order for payment, transfer or withdrawal of funds if such order would create an overdraft or use of uncollected funds, notwithstanding that Bank may previously have allowed overdrafts or use of uncollected funds. Bank may debit any Account owned by Customer with Bank or Bank may set off against any amount it owes Customer, in order to obtain payment for Customer's overdrafts.

17. Grant of Security Interest.

As security for the full and timely payment and performance of all of Customer's obligations under this Treasury Management Agreement, Customer hereby grants to Bank a security interest in, and a lien upon, the Account(s) and any other Customer account at Bank. The failure of Customer to satisfy any of its obligations to Bank shall constitute a default. Upon the occurrence of a default, and at any time thereafter, Bank may use and apply any and all funds in the Account(s) and any other Customer account at Bank and exercise any and all other rights and remedies available to Bank by law, in equity or by agreement.

18. Account Reconciliation.

a. Customer transactions will be reflected on Customer's Bank Statement issued by Bank. Customer shall promptly notify Bank in writing at the address provided in the Notices Section of this Master Agreement of any error in connection with any Service and any discrepancies between any records maintained by Customer and any notice and/or Bank Statement Customer receives from Bank with respect to any Service and shall provide Bank with any information it may reasonably request in connection therewith. Customer agrees that 14 days is a reasonable time for Customer to notify Bank of errors or discrepancies, unless any other agreements, Service Terms and Conditions, Specifications, or laws, rules or regulations provide for a shorter period. If Customer fails to notify Bank of any discrepancy within 14 days of receipt of a Bank Statement containing such information, Customer shall be precluded from asserting such discrepancy against Bank, and Bank shall not be liable for any losses resulting from Customer's failure to give timely notice. Bank shall also have the right to credit or debit any Accounts to correct any processing irregularity in connection with any Service.

b. In accordance with the NACHA Rules, Customer must report an unauthorized ACH Debit Entry to Customer's Account by the established Cut-off Time on the Business Day following the Settlement Date of the unauthorized Entry. Otherwise, Customer's sole recourse through ACH is to the Originator of the transaction.

19. Check Samples, Forms Approval and Service Implementation.

Bank reserves the right to approve the form of Customer's checks, drafts, deposit slips and similar documentation. Prior to initiating a new Account or Service, or at any other necessary time, Customer agrees to provide all information and conduct any test that Bank may reasonably request, including, without limitation, signature cards, transmissions, corporate resolutions and other documents. Bank may also request samples of Customer's checks, drafts, deposit slips and similar items to ensure, in Bank's sole discretion, whether such items meet Bank's quality control and processing standards. In the event that Bank determines that any item or test does not meet its specifications, Bank will so advise Customer. Customer acknowledges that Services will not commence or continue until such time as an approved item or test is provided to Bank and determined by Bank to be satisfactory. Customer shall be responsible for initial product installation, whether or not Bank provides telephone or on-site installation support.

20. Communications/Instructions.

a. For some Services, Customer may authorize Bank to honor Customer's request to give Bank oral or written instructions or confirmations regarding the Service. Bank may in good faith rely on such oral or written instructions or callback verifications that purport to come from an Authorized Representative without independent verification by Bank.

b. Customer may elect to send or receive instructions or reports to or from Bank related to Services via Electronic Transmission. Customer acknowledges that such Electronic Transmissions are an inherently insecure communication method due to the possibility of error, delay and observation or receipt by unauthorized personnel. Bank may rely in good faith on Customer's instructions regarding how and to what number or e-mail address Electronic Transmissions should be sent and may rely on any Electronic Transmission that it reasonably believes to have been initiated by Customer. Should Customer elect to send or receive Electronic Transmissions to or from Bank, Customer assumes all risks, and Bank shall not be liable for any loss, that results from the nonreceipt, disclosure or alteration of any such Electronic Transmission.

c. By utilizing the Services available under this Master Agreement and the applicable Service Terms and Conditions, Customer will be entitled to authorize various transactions electronically that otherwise would require written authorization. Customer may have Accounts that require multiple signers to execute transactions. Customer agrees that such instruction does not apply to the Services and that Bank is authorized to complete each transaction initiated electronically, including but not limited to, transfer of funds, extension of credit under notes and issuances of checks or electronic payments.

d. In addition, in order for Bank to service the Account, mitigate fraud or to collect any amounts owed to Bank, Bank or its Service Provider may from time-to-time make calls and/or send text messages to Customer at any telephone number(s) associated with an Account, including wireless telephone numbers that could result in charges to Customer. The manner in which these calls or text messages are made may include, but is not limited to, the use of prerecorded/artificial voice messages and/or an automatic telephone dialing system.

21. Compliance.

a. Bank and Customer will comply with all applicable laws (which includes for all purposes under this Treasury Management Agreement, applicable statutes, rules, regulations, and orders of governmental agencies) in connection with Accounts and Services. This includes, but is not limited to, as applicable, the sanctions laws, regulations and orders administered by OFAC; laws, regulations, and orders administered by the U.S. Department of the Treasury's Financial Crimes Enforcement Network (FinCEN), including the Bank Secrecy Act, the U.S.A. PATRIOT Act and the requirements for customer identification required thereby; to the extent applicable to business accounts, the Electronic Funds Transfer Act and Regulation E promulgated thereunder; Articles 4 and 4A of the UCC and any other applicable state laws; and the Check 21 Act and Regulation CC promulgated thereunder. It shall be the responsibility of Customer to obtain information regarding OFAC enforced sanctions. Customer may choose Services to which the NACHA Rules are applicable. Customer agrees to be bound by such NACHA Rules, and agrees that no Communications that violate United States law may be initiated. Customer will be responsible for and will fully indemnify Bank for any and all fines and assessments imposed on Bank as a result of any infraction or violation of laws, rules or regulations caused by or attributable to Customer.

b. **Unlawful Internet Gambling Notice:** Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through the Account(s) or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

22. Transactions on Non-Business Days/Cut-Off Times.

Transactions, deposits, payment orders, entries or other requests by Customer received by Bank on a non-Business Day or after established Cut-off Time deadlines may be treated by Bank as received on the next Business Day. Bank may change any Cut-off Time or other deadline at any time. Bank will make a reasonable effort to notify Customer of any changes in advance.

23. Inconsistent Name and Account Number.

Unless otherwise provided in any Service Terms and Conditions or as otherwise required by law, if Customer or third party acting at the Customer's Communication initiates an Entry that describes the person to receive the proceeds of such Entry (the "beneficiary"), the beneficiary's bank, or an intermediary bank by name and an account or other identifying number, Bank and subsequent parties to the Entry may rely on and act solely on the basis of such number, even though the name and number do not agree and even though Bank and subsequent parties know or have reason to know of the inconsistency. Customer's obligation to pay the amount of the Entry to Bank is not excused in such circumstances.

24. Audit.

During the term of the Treasury Management Agreement and for a period of 2 years thereafter, Bank, and any third party representatives designated by Bank, including bank regulatory agencies, independent auditors and forensics experts, shall have the right, upon reasonable prior notice to Customer (except in the event of fraud, unauthorized access to Accounts or any other circumstance where delay could result in loss to Customer, in which case this right shall be immediate), to audit Customer's books, records, systems, computers and procedures to the extent necessary to verify Customer's compliance with the terms of this Treasury Management Agreement, including compliance with applicable laws and, as applicable, NACHA Rules, which may include, in Bank's sole discretion, the right to enter onto the premises of Customer for such purpose.

25. Remote Access Rights.

From time-to-time, Bank personnel will use Software to create a remote access online session with Customer's Authorized Representatives for the purpose of troubleshooting problems, training on products or for related purposes. Such sessions will be solely for the purposes established at the time, and Bank will not have access to the system for any further reason.

26. Data Retention and Disclosure.

Customer acknowledges that Bank may have certain legal record keeping and reporting requirements with respect to Services and consents to Bank's disclosure to governmental authorities of information concerning Customer and Services provided to Customer, which Bank believes to be appropriate or necessary to fulfill such legal requirements.

27. Business Use.

CUSTOMER MAY USE THE SERVICES, AND ANY EQUIPMENT OR SOFTWARE PROVIDED IN CONNECTION WITH THE SERVICES, FOR BUSINESS USE ONLY AND ACKNOWLEDGES THAT SERVICES SHALL NOT BE USED BY CUSTOMER FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

28. Waiver of Jury Trial and Choice of Venue.

Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective affiliates arising under the Treasury Management Agreement. Customer hereby irrevocably consents and submits to the jurisdiction of any state court of the state where the Bank's main office is located, or the United States District Court for the district in which Bank's main office is located, and Customer waives any and all objections that it may have to venue in such courts or the issuance of service of process in any such proceedings.

29. Dispute Resolution.

Any dispute, controversy or claim arising out of or relating to the Treasury Management Agreement, whether instituted by Bank or Customer, excluding any claim for amounts due Bank hereunder, a breach of confidentiality or a claim for indemnification, will be submitted to binding arbitration administered by JAMS, pursuant to its Comprehensive Arbitration Rules if the amount of the controversy exceeds \$250,000 (not including interest or attorneys' fees), or otherwise pursuant to its Streamlined Arbitration Rules and Procedures. The arbitration will be conducted (a) in the county where the Bank's main office is located; (b) before one arbitrator designated by Customer and Bank, or if agreement cannot be reached on the designation of an arbitrator within 60 days of a request by either party for binding arbitration, by an arbitration association; (c) in accordance with the United States Arbitration Act (Title 9 of the United States Code), notwithstanding any choice of law provision in the Treasury Management Agreement; and (d) under the arbitration rules in effect at the time of the filing of the demand for arbitration. The arbitrator's award will be final and in writing and will include a statement of the reasons for the award. Judgment on any interim or final award rendered by the arbitrator may be entered and enforced in any court of the state where the Bank's main office is located or the United States District Court for the appropriate district. No award of punitive damages by the arbitrator(s) may be enforced.

30. Miscellaneous.

a. **Binding Effect of Agreement.** The Treasury Management Agreement shall bind and benefit Bank and Customer and their legal representatives, successors and assigns. None of the terms of the Treasury Management Agreement may be waived, except as Bank may consent in writing, and no agreement with or representation made by any employee of Bank that is in conflict with the Treasury Management Agreement will be binding on Bank unless contained in a written modification of the Treasury Management Agreement, signed by an authorized officer of Bank. Bank may from time-to-time amend any of the terms of the Treasury Management Agreement.

Customer will be provided with notice of any such amendment in accordance with Bank's normal business practices. By continuing to use any Service after notice of such amendment, Customer shall be deemed to have agreed to such amendment and shall be bound by the Treasury Management Agreement, as amended. No delay on the part of Bank in exercising any right or power under the Treasury Management Agreement shall operate as a waiver thereof. The rights and remedies under this Master Agreement and the Service Terms and Conditions and Specifications are cumulative and not exclusive of any rights or remedies which Bank would otherwise have. The Treasury Management Agreement may be authenticated by way of facsimile, electronic signature, negative consent or any other permissible means of acceptance, and if so, such signature or agreement shall be considered and have the same legal effect as an original. The Treasury Management Agreement may be transmitted by facsimile, e-mail or other means of electronic transmission and shall have the same legal effect as delivery of an original executed copy of the Treasury Management Agreement.

b. **Governing Law; Severability.** Except to the extent superseded by federal law, the provision of the Services shall be governed by the laws of the state where the Bank's main office is located without reference to the chosen state's provisions regarding conflicts of law. Any provision of this Treasury Management Agreement that is unenforceable to any extent shall be ineffective to the extent of such provision, without invalidating the remaining provisions of this Treasury Management Agreement. If performance of any Services would result in violation of any law, regulation or governmental policy, this Master Agreement and any applicable Service Terms and Conditions shall be deemed amended to the extent necessary to comply therewith.

c. **Assignment.** This Treasury Management Agreement may not be assigned by Customer without Bank's prior written consent. Bank may assign this Treasury Management Agreement without Customer's consent.

d. **Termination.** Either party, upon 30 days' prior written notice to the other, may terminate any Service or terminate the Treasury Management Agreement, which will terminate all Services. Bank reserves the right to terminate or suspend any Service or the Treasury Management Agreement immediately, without notice to Customer, if any of the following occurs: (i) Customer becomes insolvent or files, or has filed against it, any bankruptcy or other insolvency, reorganization, liquidation or dissolution proceeding of any kind; (ii) a material adverse change, in Bank's reasonable judgment, occurs in Customer's business or financial condition; (iii) Bank has reason to believe that Customer has engaged in fraudulent or illegal activity; (iv) Customer fails to maintain balances in Accounts sufficient to cover overdrafts or proper funding for any banking activities; (v) Customer violates the terms of this Master Agreement, any Service Terms and Conditions, Specifications, or any financing arrangement with Bank; (vi) Customer violates law or applicable rules, including NACHA Rules; (vii) Customer fails to provide financial information reasonably requested by Bank; (viii) Bank determines it is impractical or illegal to provide any Service because of changes in laws, regulations or rules; or (ix) Bank, in good faith, is unable to satisfy itself that Services have been properly authorized by Customer. Notwithstanding any termination, the terms of this Master Agreement and the Service Terms and Conditions and Specifications shall apply to (A) all transactions which have been initiated prior to termination and (B) Customer's payment obligations with respect to such transactions.

e. **Survival.** The above Sections 3, 4, 5, 8, 15, 16, 17, 21, 24, 28, 29 and 30(b) and (e) will survive termination of this Master Agreement and any Service.

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THESE SERVICE TERMS AND CONDITIONS are part of this Master Agreement and are effective when Customer selects each Service through Bank's standard onboarding process or when Customer otherwise uses a Service. The Service Terms and Conditions apply only to the selected Service and do not apply to Services not used by Customer.

ACH DEBIT BLOCK SERVICE TERMS AND CONDITIONS

1. **Scope of Service.** These Service Terms and Conditions set forth the requirements for Bank to stop payment on all or some ACH Debit Entries to the Account(s).

2. **Debit Block Specifications.** Customer will provide Bank with the Debit Block Specifications for Debit Entries on which Customer desires Bank to stop payment to Customer's Account. Customer agrees to comply with the NACHA Rules for all Entries.

3. **Bank Rights and Responsibilities.**

a. Bank will automatically return any Debit Entry that meets the Debit Block Specifications. Bank may also return an Entry that would be returned for any reason under the NACHA Rules. Bank may also pay any Entries, reversals or adjustments which Bank is required to accept under the NACHA Rules, operating circulars or any other applicable rule, guideline or regulation.

b. The ACH Debit Block Service does not apply to transactions between Customer and Bank, and Bank may pay Entries that Customer has authorized Bank to originate against Customer's Account (e.g., loan or credit card payments), whether or not Customer has included these in Customer's authorization criteria.

c. If an ACH Debit Block is terminated for any reason, Bank will no longer be obligated to monitor Entries against Customer's authorization criteria and will receive and accept or return Entries to Customer's Account in accordance with Bank's normal procedures. Customer still has the right to return Entries in accordance with the NACHA Rules.

4. **Coordination with ACH Positive Pay.** If Customer also subscribes to the ACH Positive Pay Service, Customer will need to make Customer's pay or return decisions under Customer's ACH Positive Pay Service. Such decisions will supersede the terms contained in Customer's ACH Debit Block Service.

ACH POSITIVE PAY SERVICE TERMS AND CONDITIONS

1. **Scope of Service.** The ACH Positive Pay Service allows Customer to access, through iBusinessBanking™, all ACH Debit Entries that have been blocked in accordance with the ACH Debit Block Service. Customer may use the ACH Positive Pay Service to allow specified ACH Debit Entries to be debited to Customer's Account and to decline to allow other specified ACH Debit Entries to be so debited. Customer may also use the ACH Positive Pay Service to establish rules to apply to future ACH Debit Entries, so that such future ACH Debit Entries will be allowed or declined automatically.

2. **Access to Service.** Any person who may access iBusinessBanking™ as an Authorized Representative may use ACH Positive Pay.

3. **Process.**

a. Bank may establish time periods and Cut-off Times within which Customer may act on a particular ACH Debit Entry and may change such time periods and deadlines at any time without notice. Customer may establish limits and restrictions on the

types or rules that Customer may establish with respect to ACH Debit Entries.

b. Customer must access the daily reports of Exception Items via iBusinessBanking™. Using such website, Customer must then notify Bank which Exception Items to pay/accept or which to return. If Customer fails to notify Bank by the Cut-off Time, Bank will handle the Exception Items in accordance with the prescribed default procedure as outlined in the Specifications. Unless otherwise agreed upon in the Specifications, Bank default for pending Exception Items is to return.

c. Where available Customer may request to receive certain types of notifications of Exception Items. These notifications are further described in the applicable Specifications.

4. **Bank Rights.**

a. Customer acknowledges that Bank's ACH Positive Pay Service does not preclude Bank's standard ACH processing procedures, which may cause an ACH Entry to be dishonored even if Customer instructions do not otherwise require Bank to return such ACH Entry.

b. Customer acknowledges that Bank's ACH Positive Pay Service is intended to be used to identify and return ACH Entries which Customer suspects in good faith are unauthorized. The Service is not intended to be used as a substitute for authorization instructions or to delay Customer pay/accept return decisions on Exception Items, including, and not limited to, stop payment orders on ACH Entries which are not suspected in good faith to be unauthorized. If Bank suspects or deems, in Bank's sole discretion, that Customer is using the ACH Positive Pay Services contrary to those intentions, Bank may require Customer to provide evidence that ACH Entries Bank returns pursuant to Customer instructions were in fact unauthorized. In addition, Bank may hold Customer liable for losses Bank sustains on ACH Entries which Bank is requested to return under such ACH Positive Pay Services and which Customer does not reasonably establish as unauthorized ACH Entries.

ACH ORIGATION SERVICE TERMS AND CONDITIONS

1. **Scope of Service.** These Service Terms and Conditions set forth the terms and conditions under which Customer will use Bank's ACH Origination Services (including, but not limited to Bank's ACH Services and Electronic Data Interchange ("EDI") Services) to initiate Credit Entries and/or Debit Entries. Bank will act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries.

These Service Terms and Conditions constitute the ACH Origination Agreement required by the NACHA Rules and supersede in their entirety any prior agreement between Customer and Bank regarding ACH Entries.

2. **Definitions.** Unless otherwise defined herein or in this Master Agreement, capitalized terms have the meanings provided in the NACHA Rules, the Electronic Funds Transfer Act and Regulation E issued thereunder, or Article 4A of the UCC. A "Third Party" is any individual or entity that is a Receiver of an ACH Entry.

3. **NACHA Rules.** The Services covered by these Service Terms and Conditions shall be governed, with respect to electronic Entry, by the NACHA Rules. If there are any inconsistencies between these Service Terms and Conditions and the NACHA Rules, the latter shall govern.

4. **Access and Security.** Customer's iBusinessBanking™ Security Administrator will grant permissions for use of the

Service. Tokens are required for use of this Service. **Bank Standard Security Procedure is to require that each ACH batch file delivered through the iBusinessBanking™ Service be created or modified by means of Dual Control.** See the *Standard Security Procedures Annex*.

5. Preparation and Submission of Entries.

a. **Medium and Format.** Each Entry initiated by Customer will be prepared and submitted in mutually agreed-upon medium and in format specified by Bank in the Specifications and the NACHA Rules. Bank may reject or refuse to execute an Entry or files or tapes containing Entries not prepared in accordance therewith.

b. **Content.** In submitting any Entry, Customer is responsible for providing all information required by Bank. Customer bears sole and exclusive responsibility to verify that the information set forth in Entries submitted to Bank is authentic, accurate and conforms to the NACHA Rules. The Services hereunder are only designed to respond to information provided by Customer. Accordingly, any inaccuracy in any information provided by Customer may result in unintended processing by Bank. Bank bears no responsibility for detecting or reporting any error in data supplied by Customer and shall not be liable to Customer for any information provided by Customer with respect to an Entry, which is inaccurate, incomplete or otherwise incorrect.

c. **Prenotification.** Customer should send prenotification that it intends to initiate an Entry to a particular account in accordance with the procedures set forth in the NACHA Rules or as established by Bank. If Customer chooses not to send prenotification, Customer is responsible for Entries that are misrouted due to incorrect information. A prenotification can be returned or result in a Notification of Change ("NOC"). If the prenotification is returned, Customer shall research the reason for return and make any necessary corrections before transmitting another Entry. If the prenotification results in an NOC that Bank received by the opening of business on the second Business Day following such Settlement Date, Customer must make the required changes prior to a subsequent Entry to the Receiver's account. If the NOC is received after that time, Customer must make required changes within 3 Business Days or prior to a live Entry, whichever is later.

d. **Addenda Information.** Customer shall ensure that any Addenda Information, in the form of payment, remittance or related data that Customer seeks to transmit electronically through Bank in conjunction with an Entry, is accurate, in proper form, and conforms to any and all requirements of the NACHA Rules. Bank reserves the unrestricted right to decline to transmit any Addenda Information on the basis that it is unreadable or unprocessable as well as for any other reason provided for under the NACHA Rules. In the event that Bank agrees to transmit and/or receive any Addenda Information on Customer's behalf, Bank shall not be responsible for insuring and/or maintaining the confidentiality of any such Addenda Information.

e. **Warranties.** With respect to each Entry initiated hereunder, Customer represents and warrants that:

(i) Each Debit Entry submitted to Bank is for a sum due and owing to Customer from a Third Party on the specified Effective Entry Date (which means, the date that Customer intends the ACH transactions to be posted to the Third Party's account);

(ii) Each Entry submitted is accurate, in proper form, timely and in compliance with the NACHA Rules and federal and state laws and regulations governing electronic funds transfer, including, but not limited to Regulation E, Article

4A of the UCC and the sanctions enforced by OFAC;

(iii) Each Entry submitted is authorized by Customer and the Third Party and prepared in accordance with instructions set forth by Bank and in the NACHA Rules. The Third Party to whom each Entry pertains has authorized and consented to such Entry to the extent contemplated or required under the NACHA Rules prior to the submission of such Entry to Bank and such authorization and consent is in effect at the time of submission of the Entry to Bank and will remain so until such Entry is fully processed;

(iv) Customer will perform its obligations in accordance with the NACHA Rules and all applicable laws, including, but not limited to, the sanctions laws, regulations and orders administered by OFAC, laws, regulations, and orders administered by the U.S. Department of the Treasury's Financial Crimes Enforcement Network (FinCEN) and any state laws, regulations, or orders applicable to the providers of ACH payment services and the Entry will not violate law or be to or on behalf of a blocked party. Customer acknowledges that in holding an account or otherwise acting on behalf of a blocked party Bank is responsible for freezing the proceeds of ACH transactions involving the party and reporting them to OFAC; and

(v) Customer shall, with respect to information transmitted or exchanged between Customer and a Third Party using an Unsecured Electronic Network, both prior to the key entry and through transmission of any such information (A) encrypt the information or (B) transmit or receive the information via a secure session, in either case using a commercially reasonable security technology that complies with applicable regulatory requirements. Customer shall implement advancements to such encryption technology as they become available.

6. **Obligation for Payment.** If an Entry (or Request for cancellation of an Entry) received by Bank purports to have been transmitted or authorized by Customer or any Authorized Representative and Bank has acted in compliance with mutually agreed-upon Security Procedures with respect to such Entry (or Request), such Entry (or Request) shall be deemed effective as Customer's Entry (or Request), and Customer shall be obligated to pay to Bank the amount thereof.

7. Processing of Entries.

a. **Authorization.** Bank is authorized to receive, process and initiate Entries for such services as Bank and Customer may from time-to-time agree. Entries may be conveyed to Bank by data transmission via Bank's iBusinessBanking™, by Customer's processor approved by Bank under Section 17 below ("Processing Vendor"), or by another method agreed to by Bank and Customer. Bank shall (i) process Entries received from Customer to conform with the file specifications set forth in the NACHA Rules, (ii) transmit such Entries as an ODFI to the ACH Operator, and (iii) settle such Entries as provided in the NACHA Rules.

b. **Permitted SEC Codes.** Bank processes CCD, CTX and PPD Entries as part of its standard service package, including child support and tax payments. WEB and TEL Entries may be processed as additional services and will require Customer to make the additional representations and warranties provided in Sections 19 and 20 below. Bank will notify Customer if it determines to process additional types of Entries.

c. **Delivery of Entries.** Customer shall deliver Entries to Bank prior to the daily Cut-off Time established by Bank from time-to-time. Any Entry received by Bank after its daily Cut-off Time

may be processed on the next Business Day. Same Day Entries may be initiated with the prior approval of Bank and subject to a fee disclosed by Bank, as long as the per item amount is less than the per item thresholds established by NACHA and the format requirements are met. Customer recognizes that its ability to originate Entries is subject to exposure limits set forth in the Specifications, as such limits may be modified by Bank from time-to-time in its sole discretion.

d. **Methods of Processing.** Bank, in its sole discretion, may process Entries which it receives from different customers in any order convenient to Bank and may select such means and routes for the transfer of funds as Bank considers appropriate under the circumstances.

e. **Rejected Entries.** Bank has the right to reject any Entry if Bank determines in its discretion that such Entry does not meet the criteria for submission and processing as set forth in this Agreement or the NACHA Rules. Upon rejection of any Entry (or group of Entries) initiated by Customer, Bank will notify Customer via the method indicated in the Specifications no later than the Business Day such Entry would otherwise have been transmitted by Bank to the ACH Operator. Each rejected Entry will be unprocessed, returned, charged or credited back to the Settlement Account (as defined in Section 11 below). Bank assumes no other responsibility with respect to such rejected Entry and Customer is responsible for remaking and resubmitting such Entry or otherwise handling the payments or charges with the Third Party. Bank may in its sole discretion remake and resubmit any rejected Entry but shall have no obligation to do so.

f. **Cancellation.** Customer shall have no right to cancel any Entry after its receipt by Bank. Bank shall, however, use reasonable efforts to act on a Request by Customer for cancellation of an Entry prior to transmitting it to the ACH or, in the case of an on-us Entry, prior to debiting/crediting a beneficiary's account provided such request complies with Customer's Security Procedures, but Bank shall have no liability if such cancellation is not effected. Customer shall reimburse Bank for any expenses, losses or damages Bank may incur in effecting or attempting to affect Customer's request for the cancellation of any Entry.

g. **Missed Deadlines.** In the event that Bank misses a deadline for submission of Entries, whether due to its delay or delay by Customer, Bank shall not be liable to Customer for such delay but shall use good faith efforts to meet the next succeeding ACH deadline.

h. **Termination.** If an Entry is initiated and received for Customer's account after termination of the Services hereunder, Bank may, at its option, choose to reject or accept such Entry. If Bank chooses to accept such Entry, these Service Terms and Conditions shall govern. Any termination of the Treasury Management Agreement or this Service shall not affect any of Bank's rights and Customer's obligations with respect to Entries initiated by Customer prior to such termination, or the payment obligations of Customer with respect to services performed by Bank prior to termination, or any other obligations that survive termination of the Treasury Management Agreement.

i. **Returns, Reversals, Adjustments and Notifications of Change.**

(i) **Returns.** Bank will give Customer notice of returned Entries no later than one Business Day after the Business Day of receipt. Customer shall be responsible for remaking and resubmitting any Debit Entries returned due to non-sufficient or uncollected funds, except where Customer

requests, and Bank is capable, Bank will automatically redeposit Debit Entries returned due to insufficient or uncollected funds. Customer shall be responsible for collecting any such funds due to it by other means. Bank may debit the Settlement Account for all funds that Customer has received for Entries that are subsequently returned. Neither Bank nor Customer will knowingly resubmit Debit Entries returned due to stop payment unless reinitiation has been separately authorized by the Receiver after the Entry was returned.

(A) Customer's rights to reinitiate a returned Entry under the NACHA Rules are further limited: Customer may reinitiate an Entry when corrective action has been taken to remedy the reason for the return; and Customer may not reinitiate Entries returned as unauthorized or returns due to revocation or termination of an authorization. Entries must in all events be reinitiated no later than 180 days of the Settlement Date of the original Entry.

(B) Bank may dishonor a returned Entry to the RDFI if the returned Entry was untimely, contained incorrect information, was misrouted, was a duplicate, or resulted in an unintended credit to a Receiver related to the reversal process. Bank will transmit any dishonored return Entry within 5 Business Days of the Settlement Date of the return.

(C) Bank will monitor the return rates of Customer's Entries and Bank will require Customer to have in place a detailed plan, no later than 10 Business Days after request, to reduce return rates considered excessive under the NACHA Rules or Bank may terminate this Services. Bank may charge Customer any fines or fees assessed against it by NACHA or an RDFI for returned Entries.

(ii) **Reversals.** Customer or Bank may initiate Reversing Entries as permitted by the NACHA Rules to correct Erroneous Entries. The Originator must Transmit the Reversing File and any corresponding Correcting File to the ACH Operator within twenty-four hours of the discovery of the Erroneous File. The initiation of Reversing Entries for any reason other than those explicitly permissible in the definition of Erroneous Entry is prohibited.

In initiating a Reversing Entry, Customer warrants that it has initiated such Entry or files within 5 Business Days of the original Entry or Entries. Customer also warrants that the account holder of a Reversing Entry has been notified of the reversal, and the reason for the reversal, no later than the Settlement Date of the reversal. For both Reversing Entries and files, Customer shall indemnify all parties to the transactions(s) from and against any claim, demand, loss, liability or expense.

(iii) **Adjustments.** Bank will give Customer prompt notice of Adjustment Entries received by Bank, and Bank is authorized to debit or credit the Settlement Account for such Adjustment Entries.

(iv) **Notifications of Change.** Bank will provide Customer all information, as required by the NACHA Rules, with respect to each NOC or Corrected NOC received by Bank relating to Entries transmitted by Customer. Bank will provide such information to Customer as provided in the Specifications no later than one Business Day after the Business Day of such receipt of each NOC or Corrected NOC.

Customer shall ensure that changes requested by the NOC or Corrected NOC are made within 6 Business Days of Customer's receipt of the NOC information from Bank or prior

to initiating another Entry to the Receiver's account, whichever is later. Bank may refuse an NOC containing incorrect or incomplete information. Furthermore, to ensure compliance with the NACHA Rules as they pertain to NOCs, it is understood that the ACH Template (in iBusinessBanking™) associated with the NOC will be unavailable for use by Customer until the NOC is applied.

8. Provisional Payment and Credit.

a. Pursuant to the NACHA Rules, payment of any electronic Credit Entry by an RDFI to a Third Party is provisional until receipt of final settlement by such RDFI for that Entry. If such settlement is not consummated, (i) such RDFI shall be entitled to a refund from such Third Party and (ii) Customer shall not be deemed to have paid the amount of such Entry. Customer specifically acknowledges that it has received notice of the NACHA Rules regarding provisional payment.

b. For a non-consumer Credit Entry subject to UCC Article 4A (such as CCD and CTX), Customer understands: (i) the Credit Entry may be transmitted through the ACH system; (ii) the rights and obligations of the Originator concerning the Entry are governed by and construed in accordance with the laws of the State of New York, unless the Originator and the ODFI have agreed that the laws of another jurisdiction govern their rights and obligations; (iii) credit given by Bank to Customer for the Entry is provisional until Bank has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided for in Section 4A-403(a) of UCC Article 4A; and (iv) if Bank does not receive such payment for the Entry, Bank is entitled to a refund from Customer in the amount of the credit to the Account, and the Originator will not be considered to have paid the amount of the Credit Entry to Customer.

9. Notices of Varying Transfer Amounts and Changes in Billing Date. Where a Third Party is a Consumer and has authorized Customer to initiate Debit Entries and the amount changes from the amount of the immediately preceding Debit Entry or the billing date changes from the immediately preceding billing date, Customer shall notify the Third Party in writing of the change in accordance with the NACHA Rules and Regulation E.

10. Right to Refund for Debit Entries. When initiating a Debit Entry, Customer acknowledges the right of a Third Party to stop payment on such Entry to a Consumer's account or to obtain a return of the funds withdrawn from a Consumer's account in accordance with the procedures set forth in the NACHA Rules and pursuant to Regulation E. Customer shall promptly reimburse Bank for all funds Customer has received when a Third-Party Consumer follows these procedures.

11. Settlement Account.

a. Customer shall maintain with Bank a commercial demand deposit account (the "Settlement Account") for settlement purposes as provided in the Specifications. The Settlement Account shall be adjusted for any float costs incurred by Bank as a result of processing ACH Entries, returns, reversals or adjustments. Customer shall maintain immediately Available Funds in the Settlement Account in an amount sufficient to cover all Debit/Credit Entries initiated by Customer on the date of transmission or on the Business Day Bank releases the file to the ACH Operator. Funds will be credited or debited to the Settlement Account as of the Settlement Date. The "Settlement Date" is the date an exchange of funds with respect to an Entry is reflected on the books of (i) the ACH Operator, for an Entry transmitted through the ACH, or (ii) Bank, for an Entry exchanged by Bank with the RDFI other than through the ACH.

b. Bank reserves the right from time-to-time and on written notice to Customer to require Customer to pay Bank in collected funds the amount of any Entry up to 3 Business Days in advance of transmittal of the Entry by Bank or otherwise to require adequate collateral to secure in advance the amount of such payment. Once Bank has given written notice of such requirement, Customer agrees to comply with this prepayment or collateralization obligation until such time as Bank shall give notice in writing waiving all or any part of such requirement.

12. Indemnification. Customer shall indemnify and hold Bank harmless from and against all liability, loss and damage (including attorneys' fees and other costs incurred in connection therewith) resulting directly or indirectly from (a) breach of any warranty set forth herein, (b) debiting or crediting of the amount of any Entry to the account of any Third Party as requested by Customer, (c) delay of any institution other than Bank in debiting or crediting, or the failure of such institution to debit or credit, the amount of any Entry as requested by Customer, (d) delay of Customer in initiating, or the failure of Customer to initiate, any Entry and (e) effecting or attempting to effect Customer's request for the reversal or cancellation of an Entry.

13. Limit of Liability. In the performance of the Services, Bank shall be entitled to rely solely on the information, representations, and warranties provided by Customer pursuant to these Service Terms and Conditions and shall not be responsible for investigating or confirming the accuracy or completeness thereof. Bank shall not be responsible for Customer's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or authorization of any Entry received from Customer) or those of any other person, including without limitation any Federal Reserve Bank (including any service provided by any Federal Reserve Bank), Automated Clearing House or transmission or communications facility, any Receiver or RDFI (including without limitation the return of an Entry by such Receiver or RDFI), and no such person shall be deemed Bank's agent. Customer shall indemnify Bank against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim of any person that Bank is responsible for any act or omission of Customer or any other person described in this Section

14. Cooperation in Loss Recovery Efforts. In the event of any damages for which Bank or Customer may be liable to each other or to a third party pursuant to the services provided under this Agreement, Bank and Customer will undertake reasonable efforts to cooperate with each other, as permitted by applicable laws, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

15. Authorizations and Data Retention.

a. In addition to the representations and warranties of Customer that are included herein, Customer represents, warrants and agrees that with respect to each and every Entry transmitted by Customer: (i) each person or company shown as the Receiver on an Entry received by Bank from Customer has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Settlement Date shown on such Entry; (ii) such authorization was obtained in the manner permitted by the NACHA Rules or under Applicable Law; and (iii) such authorization is operative at the time of transmittal or crediting or debiting by Bank as provided herein and has not been revoked

b. Customer shall retain data on file adequate to permit remaking of Entries for 14 Business Days following the date of their transmittal by Bank as provided herein and shall provide

such data to Bank upon its request. Without limiting the generality of the foregoing provision, Customer specifically agrees to be bound by and comply with all applicable provisions of the NACHA Rules regarding the retention of documents or any record, including, without limitation, Customer's responsibilities to retain all items, source documents, and records of authorization in accordance with the NACHA Rules.

c. The NACHA Rules require Customer to obtain authorizations from all Receivers, consumer and corporate, and provide proof of authorization to each Consumer Receiver of a Debit Entry.

d. Customer shall retain proof of authorizations for 2 years after they expire. Customer must respond to Bank within 5 Business Days of a request with an accurate record evidencing the Receiver's authorization.

16. ACH Security Framework. The NACHA Rules require that each non-consumer Originator must establish, implement, and update, as appropriate, policies, procedures, and systems with respect to the initiation, processing, and storage of Entries that are designed to: (a) protect the confidentiality and integrity of Protected Information until its destruction; (b) protect against anticipated threats or hazards to the security or integrity of Protected Information until its destruction; and (c) protect against unauthorized use of Protected Information that could result in substantial harm to a natural person. In addition, Customer and any Processing Vendor must render Depository Institution Account Numbers unreadable when stored electronically no later than the time it reaches the Entry thresholds established by NACHA.

a. "Protected Information" for this purpose means the non-public personal information, including financial information, of a natural person used to create, or contained within, an Entry and any related Addenda Record.

b. Such policies, procedures, and systems must include controls that comply with applicable regulatory guidelines on access to all systems used by such non-consumer Originator to initiate, process, and store Entries. Customer, as a non-consumer Originator, agrees to develop and implement policies and procedures and establish oversight that will comply with the ACH Security Framework rule to ensure the protection of security and integrity of ACH sensitive data throughout its lifecycle. Customer shall notify Bank immediately upon learning that any unauthorized person may have gained access to sensitive ACH data as defined in the NACHA Rules.

17. Customer's Use of Processing Vendor. Customer shall not engage a Processing Vendor to generate and/or transmit Entries to Bank without the prior written consent of Bank and without requiring such third party to first enter into a written agreement with Bank setting out the relationship, rights and duties between such Processing Vendor and Bank. If Customer uses a Processing Vendor, such Processing Vendor shall be Customer's agent for all purposes under this Service, and: (a) Customer shall be deemed to have authorized Bank to follow the instructions of such Processing Vendor to the same extent and under the same conditions as would apply if the instructions came directly from Customer and (b) Customer shall be responsible for ensuring that such vendor fully complies with the NACHA Rules and that sufficient records of any Entries submitted by such Processor Vendor on Customer's behalf are maintained so as to permit the resolution of any questions concerning possible errors or discrepancies relating to Entries. In particular, Processing Vendor must also comply with the ACH Security Framework rule described above, comply with annual audit requirements and submit audit results to Bank. Customer shall indemnify Bank against any loss, liability or expense,

including reasonable attorney's fees, with regard to any breach of these Service Terms and Conditions that may result from the actions of any such Processing Vendor.

18. Amendments/Termination. In addition to the rights to terminate generally in this Master Agreement, Bank reserves the right to suspend or terminate this Service if any of the NACHA Rules are breached or if Customer takes any action that does not permit Bank to comply with the NACHA Rules. In the event Customer violates any of the applicable NACHA Rules and NACHA imposes a fine on Bank because of Customer's violation, Bank may charge the fine to Customer.

19. Special Rules for WEB Entries.

a. **Authorization Requirements.** Customer represents, warrants and agrees that, with respect to each WEB Entry that it originates hereunder, it has obtained the Receiver's prior written authorization therefor that (i) is signed or similarly authenticated by the Receiver via the Internet or wireless network; (ii) is obtained by any permitted manner and the Receiver's instruction for initiation of the Entry is communicated over a wireless network (other than oral communication); (iii) is readily identifiable as a Debit Entry authorization with express authorization language; (iv) expresses its terms in a clear and readily understandable manner, including:

- the name or identity of the Receiver,
- the amount of the transaction(s),
- the effective date of the transaction(s),
- the Receiver's account number,
- the Receiver's financial institution routing number and
- revocation language.

b. **Verification of Identity and Routing Numbers; Fraud Detection Systems; Risk Management; Bank Audit Rights.** Customer represents, warrants and agrees that, with respect to each WEB Entry that it originates hereunder, it has employed robust (i) methodology to establish a secure Internet session; (ii) methods of authentication to verify the identity of the Receiver that will minimize the potential for fraudulent transactions; (iii) commercially reasonable procedures to validate that the account number to be used for the WEB Debit Entry is for a valid account – that is, that the account to be used is a legitimate, open account to which ACH Entries may be posted at the RDFI; and (iv) fraudulent transaction detection systems to screen each WEB Entry, including methods to track payment history, behavior, purchase type and delivery information. Customer shall at all times employ stringent risk management requirements when originating WEB Entries. Customer acknowledges that as part of Bank's audit rights, Bank may audit and test Customer's WEB security protocol, authentication framework, fraud detection system, risk management and any other area covered by the NACHA Rules.

c. **When WEB Entry Not To Be Originated.** Customer represents, warrants and agrees that it will not originate a WEB Entry: (i) in connection with an authorization obtained from a Receiver in person, through the mail, or over the telephone; and (ii) to effect a credit, with the exception of reversals.

d. **Security Audit.** Customer shall conduct or have conducted audits at least annually (and more frequently if required by Bank) to ensure that the financial information it obtains from Receivers is protected by security practices and procedures that include, at a minimum, adequate levels of (i) physical security to protect against theft, tampering, or damage; (ii) personnel, administrative, technical and physical access controls to protect against unauthorized access and use; and (iii) network security

to ensure secure capture, transmission, storage, distribution and destruction of financial information. Customer shall promptly provide Bank with a copy of each audit report.

e. **Bank Liability for Warranties.** Customer accepts sole liability for warranties made by Bank in connection with WEB Entries originated hereunder. For the avoidance of doubt, Customer acknowledges that its indemnification of Bank under the Master Treasury Management Agreement applies to this assumption of liability.

f. **Record Retention.** Customer shall retain a copy of each authorization of a Receiver for 2 years from the termination or revocation of the authorization. Customer shall promptly provide a copy of such authorization to Bank within 5 Business Days of Bank's request.

20. Special Rules for TEL Entries.

a. **Receiver Authorization and Confirmation.** Customer represents, warrants and agrees that, with respect to each TEL Entry, the Receiver's authorization is readily identifiable as an authorization, clearly states its terms, and includes the following minimum information:

- the date on or after which the Receiver's account will be debited or, for recurring Entries, the timing, including the start date, number and frequency;
- the amount of the transaction or, if recurring, the amount of recurring transactions or a reference to the method of determining the amount of a recurring transaction;
- the Receiver's name or identity;
- the account to be debited;
- a telephone number for Receiver inquiries that is answered during normal business hours;
- the date of the Receiver's oral authorization;
- the method by which the Receiver can revoke the authorization; and
- a statement by the Customer that the authorization obtained from the Receiver will be used to originate an ACH debit entry to the consumer's account.

For single-entry TEL Entries, Customer must either (i) make an audio recording of the oral authorization, or (ii) provide the Receiver with written notice confirming the oral authorization prior to the Settlement Date of the TEL Entry. For recurring TEL Entries, Customer must both (i) make an audio recording of the oral authorization, and (ii) must provide the Receiver with written notice confirming the oral authorization prior to the Settlement Date of the starting TEL Entry.

The requirements set forth above for written confirmation of the authorization may be met by physical delivery to the Receiver by mail or fax or it may be met by electronic delivery via e-mail or text, but only if the Receiver has consented to electronic delivery in a manner that complies with the Electronic Signatures in Global and National Commerce Act (15 U.S.C. §7001 et seq.).

b. **Relationship Requirements.** TEL Entries may not be used where there is no existing relationship and Customer initiates the telephone call. Customer represents, warrants and agrees that, with respect to each TEL Entry that it originates hereunder, it either (i) has an Existing Relationship (as such term is defined under the NACHA Rules as may be amended from time-to-time) with the Receiver such that the Receiver has either (a) entered into a written agreement with the Customer, or (b) purchased goods or services from the Customer within the past two years, or (ii) the Receiver initiated the telephone

call to the Customer during which the Receiver authorized the origination of the TEL Entry.

c. **Verification of Identity and Routing Numbers.** Customer represents, warrants and agrees that, with respect to each TEL Entry that it originates hereunder, it has utilized commercially reasonable procedures to verify (i) the identity of the Receiver (including by verifying pertinent information with the Receiver), and (ii) the validity of the routing number contained in the TEL Entry (by using a fraudulent transaction detection system, through a separate database or directory or as otherwise devised by Customer.)

d. **Record Retention.** Customer shall retain, for a period of 2 years from the date of a single-Entry and for 2 years following termination or revocation of a recurring Entry, records for each TEL Entry that it originates hereunder evidencing the Receiver's authorization as required above (that is, an audio recording and/or a written notice, as required under the NACHA Rules or the FTC Rules as amended from time-to-time). Customer shall promptly provide a copy of such authorizations to Bank within 5 Business Days of request.

e. **Circumstances When TEL Entry Not To Be Originated.** Customer represents, warrants and agrees that it will not originate TEL Entries: (i) in connection with a Receiver's standing written authorization for Customer's origination of multiple but non-recurring ACH debit Entries to the Receiver's account even when the Receiver authorized the Entry over the telephone; and (ii) to effect credit transactions, with the exception of reversals.

21. **Third-Party Sender.** If Customer is transmitting Entries as a third-party vendor or processor on behalf of Originators ("Third-Party Sender"), Customer agrees to be bound by the applicable terms provided in these ACH Origination Service Terms and Conditions and the NACHA Rules. Customer shall cooperate fully and respond within 5 Business Days to any inquiry from Bank relating to potential NACHA Rule inquiries or violations.

a. **Registration of Third-Party Sender.** Customer understands that Bank must register it as a Third-Party Sender with NACHA and will cooperate in that process. Furthermore, Customer will provide Bank with the names and pertinent information required by Bank with respect to any Third-Party Sender for which it transmits Entries through Bank (a "nested" Third Party Sender) before transmitting any such Entries for the purpose of Bank's due diligence and registration of such other Third-Party Sender with NACHA.

b. **Requirements as to Originators.** Customer warrants that its Originators have agreed to assume the responsibilities of Originators under the NACHA Rules and that it undertakes the following as a Third-Party Sender:

- (i) Prior to originating an ACH Entry for an Originator, Customer shall enter into a binding agreement with each Originator ("ACH Agreement") that is SEC code specific and binds the Originator to the NACHA Rules, including, without limitation, authorization requirements, the audit rights of Bank, the ACH Security Framework, provisions with respect to return rate monitoring and the rights to suspend the Service for NACHA Rules violations. Customer will be responsible for verifying the proper authorization and execution of all such agreements, which must be executed by authorized signers of Originators who are executive officers, general partners, principals, proprietors, or owners, as appropriate, for their respective forms of business organization. The ACH Agreement must be

approved in form by Bank and satisfy all of the requirements of the NACHA Rules.

(ii) Prior to executing an ACH Agreement with an Originator, Customer shall have conducted an investigation appropriate to the degree of risk associated with the Originator and in accordance with Bank's due diligence requirements, including, as deemed necessary, physical inspection of the premises, data security and customer identification processes, and Customer shall have verified through such investigation that the Originator conducts a legal bona fide business operation and has the proper facilities, equipment, and inventory, and, where necessary, licenses and permits to do business. At the request of Bank, Customer will provide photographs taken of the premises, inventory, or product, and/or a Credit Bureau Report on principals of the business.

(iii) Customer shall provide Bank with the following information pertaining to each Originator for which it initiates entries: (A) name; (B) principal business activity; (C) geographic location and street address; (D) telephone number; (E) employer identification number; (F) name and telephone number of the principal; (G) website address; (H) date of the ACH Agreement; and (I) a summary of due diligence.

(iv) Bank shall have the right, in its sole discretion, to refuse to accept Entries from any Originator. Customer shall, following periodic requests from Bank, provide to Bank a list of all Originators on whose behalf Customer initiates Entries hereunder within 2 Business Days of Bank's request.

(v) At all times, Customer shall be responsible for supervising and overseeing each Originator's performance under the applicable ACH Agreement and shall be responsible for their respective compliance with NACHA Rules. Bank shall have full recourse against Customer for one hundred percent (100%) of any loss or liability due directly or indirectly, whether in whole or in part, to negligence, willful or wanton misconduct, or fraudulent act of Originators under the ACH Agreement.

(vi) Customer shall establish, implement and periodically review exposure limits for Originators and establish policies and procedures to: (A) monitor the origination and return activity across multiple Settlement Dates; (B) enforce restrictions on the types of Entries that may be originated; and (C) enforce exposure limits.

c. **Requirements as to Nested Third-Party Senders.** If Customer transmits Entries for a nested Third-Party Sender, Customer must have a NACHA compliant agreement with the nested Third-Party Sender that includes the requirements of the ACH Origination Service Terms and Conditions supplemented by subsections b., d., f. and i. of this Section as if the nested Third-Party Sender were Customer and Customer were Bank. Such agreement also shall include the warranties in subsections d. and e. with Bank as a recipient and indemnification of Bank as provided in subsection h. Further, Customer must provide the list of such nested Third-Party Sender's Originators to Bank with the information set forth in subsection b.(iii) above before transmitting Entries for the nested Third-Party Sender. Bank reserves the right to conduct periodic due diligence of each such nested Third-Party Sender and its Originators at its discretion.

d. **Transmittal of Entries by Customer.** Customer will initiate Entries as provided in the ACH Origination Service Terms and, on behalf of Originators, authorizes Bank to originate the

types of Entries selected in the Specifications.

For each Entry for which Customer is not the Originator, Customer represents and warrants that it will not transmit to Bank any Entries that violate the NACHA Rules or the laws of the United States and represents and warrants that the Originator of the Entry has agreed to assume the responsibilities of an Originator under the NACHA Rules and has acknowledged that the Originator may not initiate Entries that violate the NACHA Rules or the laws of the United States.

e. **Obligations of Customer as a Third-Party Sender under the NACHA Rules.** In addition to any other duties, responsibilities, warranties, representations and liabilities under the Agreement, for each and every Entry transmitted by Customer as a Third-Party Sender to Bank, Customer represents and warrants to Bank and agrees that Customer, as a Third-Party Sender, shall: (i) perform all of the duties, including, but not limited to, the duty to identify Originators; (ii) assume all of the responsibilities, including, but not limited to, the responsibilities of ODFIs and Originators; (iii) make all of the warranties, including, but not limited to, the warranties of ODFIs, the warranty that each Originator has agreed to assume the responsibilities of an Originator under the NACHA Rules and is legally able to do so; (iv) assume all of the liabilities, including, but not limited to, liability for indemnification for failure of an Originator to perform its obligations as an Originator of Third-Party Sender in accordance with the NACHA Rules; and (v) limit the dollar value and types of the Entries that are transmitted to Bank by Customer as Third-Party Sender as set forth in the Specifications. Third-Party Sender is jointly and severally liable with each of its Originators for the retention and delivery to Bank or RDFI of any records, documentation or data regarding records of authorizations, copies of Entries and copies of Eligible Source Documents.

f. **Limits on ACH Entries or Files.** In addition to the limitations set forth in the Specifications, Bank may place additional limits on the amount or the type of Credit Entries or Debit Entries that Customer may originate in a file, batch or any single Entry. Such limit will be communicated by Bank to Customer from time-to-time. Bank reserves the right to modify limits at its sole discretion.

g. **Payment.** Customer, as a Third-Party Sender, shall maintain, in the aggregate an "Average Daily Collected Balance" in the Accounts, as calculated by Bank, in a sufficient amount to cover its payment obligations under this Section and agrees to pay Bank for each ACH transaction originated by Customer as Third-Party Sender for which Bank is not paid.

h. **Indemnification.** As Third-Party Sender, Customer agrees to indemnify, defend and hold Bank harmless from and against any and all claims, demands, expenses, losses, liabilities, and damages, including reasonable attorney fees and court costs at trial or on appeal that arise directly or indirectly from the failure of the Originator/nested Third-Party Sender to perform its obligations as an Originator or Third-Party Sender under the NACHA Rules.

i. **Risk Assessment of ACH Activities.** Customer is responsible for (i) conducting or having conducted a periodic risk assessment of its ACH activities and those of its Originators; (ii) implementing a risk management program; and (iii) complying with regulatory requirements regarding risk management. Bank may request copies of risk assessments and supporting documentation.

j. **Audit.** Customer must conduct an annual audit of its compliance with the NACHA Rules and other applicable laws by

December 31 of each year. The scope of the audit includes data security, record retention, agreements and authorizations and such other areas as Bank requires based on its underwriting of Customer's business. Customer must retain and provide upon request documentation supporting the completion of the audit for 6 years from the date of the audit and, as Bank may periodically request, provide copies of such audit(s). Customer shall provide the requested copy within 5 Business Days of receiving such request.

Bank may, at its own discretion, require Customer to engage a certified, independent audit firm to conduct a SSAE 18 audit. Customer will be solely responsible for any costs associated with the SSAE 18 audit as well as timely remediation of issues identified by the SSAE 18 audit.

AUTOMATED ACCOUNT BALANCE REPORTING SERVICE TERMS AND CONDITIONS

1. **Scope of Service.** ABR provides Customer with a daily, automated, electronic file transmission, which contains balance and transaction information from Customer's Account at Bank, to a destination designated by Customer. Bank's ABR Service is multi-bank ready and can report account balance and transaction information for Customer's Accounts maintained at other financial institutions.

2. **Definitions.** The following terms have the meanings ascribed to them below as used in these Service Terms and Conditions:

a. **"Automated Balance Reporting ("ABR")** is a daily electronic file transmission of Customer's Account balance and transaction information in BAI2 standard format, SWIFT customer statement or Comma Separated Value format (CSV).

b. **"Transmission Type"** means either prior-day or current-day Account balance and transaction information contained within an electronic file.

3. **Access to Service.** Bank will regulate access to the Service through the use of Security Devices, including a local access phone number, host name, User ID and initial password. Customer shall implement safeguards reasonably necessary to ensure the confidentiality and safekeeping of such Security Devices.

4. **Process.**

a. Customer shall advise Bank as to the method of file transmission and file Transmission Type.

(i) **Direct Connection.** File transmission method using Bank's designated agent; or

(ii) **Data Exchange.** File transmission method using a Customer designated third-party data processor. Customer shall also provide Bank any supporting documentation, as required by Bank, from Customer's Data Exchange, including User ID's or other reporting designations.

b. Customer shall advise Bank of the Account(s) to be reported including Account reporting description(s), if any.

5. **Hardware and Software.**

a. Bank shall provide Customer with the specifications for any hardware and Software, which Bank has determined to be compatible with the Service. Customer shall be responsible for acquiring the required hardware and/or Software and installing and maintaining it in good working condition. If Customer chooses hardware and/or Software that differs from that recommended by Bank, Bank shall not be liable to Customer for

any malfunction, non-function, inaccuracy or other failure of the Service to operate as expected.

b. If Bank provides Customer with Software to access the Service, Customer will have a non-exclusive, non-transferable sublicense to use the Software, and by using the Software, Customer agrees to comply with Bank's Sublicensed Software Service Terms and Conditions. Upon termination of the sublicense, Customer's rights to use the Software will terminate immediately without notice.

6. **Description, Accuracy and Timeliness of Information.** Bank will use reasonable efforts to provide the information requested through the Service in a prompt fashion but shall not be liable for temporary failure to provide timely information due to Equipment or processing system malfunction. In such event, Customer shall be responsible for carrying out banking business through alternative delivery channels. Bank shall not be liable for any inaccurate or incomplete information with respect to transactions that have not been completely processed or posted to Bank's operating system prior to being made available pursuant to the Service. Information with respect to all transactions, accessible through the Service, is provided solely for Customer's convenience, and Customer shall have no recourse to Bank as to the use of such information. ABR information reporting is generally available by 7:00 a.m. Eastern Standard Time each Business Day.

7. **Accounts at Other Financial Institutions for Multibank.** Customer authorizes any other financial institutions at which Customer maintains accounts, which Customer has designated as covered by the Service, to release all of such Account information to Bank for multibank delivery via the Service. Bank shall not be liable to Customer for providing the Service if the other financial institution fails to provide such account information in a timely fashion to Bank.

8. **Agents.** Bank from time-to-time may use any third party or agent to receive or deliver Customer's ABR information or to perform any other Service of Bank hereunder. If necessary, Bank will provide Customer with all necessary instructions for contacting such third party or agent. Bank's use of such a third party or agent shall not relieve Bank of its obligations hereunder.

CASH VAULT SERVICE TERMS AND CONDITIONS

1. **Scope of Service.** The purpose of this Service is to provide Customer with secure, accurate, and efficient processing of Customer's coin, currency, and check deposits to Bank and the preparation of Customer coin and currency shipment requests.

2. **Access to Bank's Coin and Cash Ordering System.** Customer will control access to the Service in accordance with its own predetermined company policy and procedures and will designate individuals authorized to access the Service in the Specifications. Bank's Service Provider will regulate the Service through the use of Security Devices selected by Bank and provided to Customer. It is Customer's responsibility to establish internal policy and procedures to safeguard against unauthorized use.

3. **Deposits.**

a. Customer shall supply and maintain disposable plastic bags used for deposits. Plastic bags shall be sealed according to manufacturers' instructions. Customer will prepare deposits in good order as follows:

(i) Currency and checks will be batched by a deposit ticket fully completed by Customer;

(ii) Currency will be banded with 100 notes of the same denomination whenever possible;

(iii) Deposits will be delivered by Customer's certified armored courier to the secured facility specified by Bank; and

(iv) To receive same day credit, deposits must be made prior to the Cut-off Time established by Bank from time-to-time. Any deposits received by Bank after its Cut-off Time may be considered to have been received on the next Business Day.

b. Bank will process Customer's deposits on Business Days as follows:

(i) Deposits will be receipted and conditional credit assigned (subject to verification) based on the amount identified on the deposit ticket, and in accordance with the terms of Customer's Accounts;

(ii) Deposits that do not contain legible "said to contain" deposit amounts on the deposit ticket are subject to delayed ledger credit of one Business Day;

(iii) Deposits that do not contain a deposit slip are subject to immediate rejection and return by Bank to Customer or if accepted by request of Customer, the count performed by Bank will stand as final verification of the deposit;

(iv) Coin and currency will be counted and Bank's count will be the valid and controlling count;

(v) Bank will notify Customer promptly, by method defined in the Specifications, of any deposit for which Bank's count varies from Customer's count by an amount agreed to by Bank and Customer (referred to as the "Count Exception Amount" and stated in the Specifications);

(vi) If Bank's count varies from Customer's count, a credit or debit adjustment will be made to the Account for the difference, and upon request, Bank will provide Customer with any available information, which may assist Customer in the reconciliation of the difference;

(vii) Crediting and availability of all check deposits is subject to the terms of Customer's Account Agreements; and

(viii) Customer shall be responsible for any foreign coin or currency items, slugs, tokens, counterfeit items, or other items that are not valid U.S. coin or currency.

c. Customer may deposit coin and currency of the United States only and shall not deposit coin or currency of any other country. Customer may deposit checks drawn in United States currency on financial institutions located in the U.S. only, and shall not deposit any other checks.

4. **Withdrawals.** Customer may order currency and coin from Bank through the Service Provider hosted coin and cash website, or by phone as follows:

a. Currency may be ordered in standard full strap quantities.

b. Coin may be ordered in standard box quantities.

c. A charge for the face value of the monies ordered will be made to the Account on the Business Day the order is processed by Bank.

d. Orders for coin and currency may be placed no later than 11:00 a.m. local time or such time that Bank designates from time-to-time, for delivery on the next Business Day.

e. Bank must be notified of any discrepancies pertaining to

currency or coin orders within one Business Day of receipt by Customer of such currency or coin. Customer must provide documentation to back-up shortages, such as returning the strap, coin, wrapper and/or box. In no event will Customer provide notice of any discrepancy more than 45 days after the receipt of the orders which is the subject of the notice.

5. **Courier Service.** Any courier service utilized to deliver or secure coin, currency or other property to or from Bank acts as the agent of Customer and not of Bank. Customer bears the entire risk of loss of coin, currency or other property of Customer when in the custody or control of Customer's courier service. Customer represents and warrants to Bank that all insurance coverage of its couriers will name Customer as beneficiary.

6. **Representations.** Customer represents and warrants to Bank that (a) all funds deposited with Bank will be the proceeds of, and all funds ordered and withdrawn from Bank will be intended for use in, Customer's lawful activities and (b) all of Customer's transactions hereunder will be conducted solely on Customer's behalf and not on behalf of any other person or entity.

7. **Regulatory Compliance.** Customer shall provide Bank, immediately upon request, with any information, and otherwise shall cooperate with Bank in every way, necessary in order to enable Bank to fulfill its obligations with respect to the reporting of transactions in coin and currency or any other regulatory requirement.

8. **Cooperation.** Customer shall cooperate with and provide assistance to Bank in order to investigate any discrepancy, loss, or other matter relating to the Service.

9. **Service Providers.** Bank from time-to-time may use any Service Providers to receive Customer's deposits, to deliver Customer's coin and currency orders, or to perform any other services of Bank hereunder. Bank will provide Customer with all necessary instructions for contact with its Service Provider. Bank's use of such a third party or agent shall not relieve Bank of its obligations hereunder.

ELECTRONIC PAYMENT DATA COLLECTION SERVICE TERMS AND CONDITIONS

1. **Scope of Service.** If selected in the Specifications, Customer may authorize Bank to collect electronically initiated consumer bill payment data ("**Payment Data**") and reconcile the Payment Data with the corresponding bill payment funds ("**Payment Funds**") paid to Customer by a bill payment consolidator. The Service is available for Customer's remittances made via bill payment services and bill collection agents which have processing agreements in place with Bank's Service Provider. Customer hereby authorizes Bank's Service Provider to transmit Customer's Payment Data to Bank under these Service Terms and Conditions and authorizes Bank's Service Provider to perform all actions necessary to enroll Customer in the Service Provider's payment processing service.

2. **Access to Service.** The Service is provided through a separate portal. Customer will name a Security Administrator in the Specifications who will access and control the Service through permissions and Security Devices assigned to Authorized Representatives.

3. **Obligations of Bank.** In connection with this Service, Bank shall:

a. Receive Payment Data in the preprocessing queue daily, review it and within one Business Day after it receives notice from the Service Provider, either approve the Payment Data

such that Payment Funds may be remitted to Customer's Account or reject the Payment Data.

b. Make the Payment Data available to Customer as provided in the Specifications on the Business Day Bank receives it, if possible, but in any event no later than one Business Day after the date the Payment Data is transmitted to Bank.

c. Notify Customer the same Business Day it receives notice of a reversal or a failed reversing entry.

d. Use commercially reasonable efforts to respond to research requests involving payments within 2 Business Days after Customer provides the information necessary to perform research.

4. **Rejections.** No Payment Funds may be rejected by Bank or Customer unless the Payment Data for such payment is incorrect, incomplete or the account is blocked or closed. If any payment is rejected and Bank or Customer is unable to determine the correct posting information, Customer shall return the Payment Data and Payment Funds to the Service Provider.

5. **Late Charges.** Customer may not charge its account debtors a late fee if payment is late by reason of the fact that the Payment Data was not timely posted by Bank.

FED E-PAYMENTS ROUTING DIRECTORY DOWNLOAD SERVICE TERMS AND CONDITIONS

1. **Scope of Service.** The purpose of this Service is to permit Customer to retrieve the Fed E-Payments Routing Directory ("Directory") from the Federal Reserve. Customer has requested Bank to provide a special code ("Download Code") for it to access the information.

2. **Download Code.** Bank agrees to provide the Download Code to Customer subject to these Service Terms and Conditions and the Federal Reserve's Terms of Use provided below. The Download Code enables Customer to electronically retrieve the complete E-Payments Routing Directory data file on an automated basis for the purpose of facilitating its efficient processing and settling of transactions. It may be inserted into an automated script that will automatically pull the data into Customer's systems. Customer agrees to the following:

a. Customer will only permit Authorized Representatives designated in the Specifications to utilize the Download Code and access the Directory;

b. Customer will use the Download Code solely for the purpose of downloading the Directory with an automated program in order to facilitate the efficient processing and settling of transactions;

c. Customer will keep the Download Code confidential and in a secure manner and will not distribute the Download Code to any third party;

d. Customer will use the Download Code only for so long as it maintains a customer relationship with Bank for payments processing; and

e. Customer acknowledges that the Download Code may expire or terminate at any time, with or without cause.

3. **E-PAYMENTS ROUTING DIRECTORY TERMS OF USE.** Bank is required to obtain Customer's agreement with these terms before it provides the Download Code.

The E-Payments Routing Directory is a service offered by each of the Federal Reserve Banks which provides basic routing

information for Fedwire® Funds Service, Fedwire Securities Service, and FedACH® transactions. This information is synchronized with the Fedwire and FedACH databases daily and is provided as a service to financial institutions and other authorized users to help them process and settle transactions efficiently.

BY USING, DOWNLOADING, OR OBTAINING A CODE FOR DOWNLOADING THE E-PAYMENTS ROUTING DIRECTORY, CUSTOMER AGREES TO THE FOLLOWING TERMS:

a. The information in the Directory may not be sold, relicensed or otherwise used for commercial gain.

b. The Federal Reserve Banks are not responsible for the accuracy of a routing number or any other data contained in the Directory. The information in the Directory may change after the effective date of the publication, list or file. THE FEDERAL RESERVE BANKS PROVIDE NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, QUALITY, OR NONINFRINGEMENT OF ANY INFORMATION CONTAINED IN THE DIRECTORY. ALL INFORMATION, DATA, AND MATERIALS IN THE DIRECTORY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND.

c. THE FEDERAL RESERVE BANKS ARE NOT LIABLE FOR ANY DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER KIND OF DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUES, BUSINESS INTERRUPTION, LOSS OF INFORMATION AND ATTORNEYS' FEES) THAT ARE IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE USE OR PERFORMANCE OF, OR INABILITY TO USE, INFORMATION AVAILABLE FROM THE DIRECTORY, REGARDLESS OF WHETHER THE FEDERAL RESERVE BANKS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, INCLUDING LIABILITY FOR ANY VIRUSES THAT MIGHT INFECT A USER'S COMPUTER SYSTEM.

d. Customer is responsible for any use or misuse of the Directory by its Authorized Representatives, and it is responsible for ensuring that each Authorized Representative expressly agrees to comply with terms of use consistent with these terms. Distributing the Download Code to an Authorized Representative is a matter between Customer and the Authorized Representative and does not alleviate or alter the obligations of Customer under these terms. Customer agrees to manage the use, distribution, termination and expiration of any Download Code obtained by it.

e. To the maximum extent permitted by law, Customer releases from any and all liability, and waives all claims against, Bank and the Federal Reserve Banks and their respective officers, directors, employees, and agents for claims, losses, damages (whether actual and/or consequential), costs, and expenses (including litigation costs and reasonable attorneys' fees) arising from or in any way related to its use of the Directory, its management of the Download Code, its distribution of the Download Code, the use of the Directory by its Authorized Representatives, or any use of the Directory by a third party where such usage derives from the Institution's distribution of the Download Code.

f. Fees for the Service are set forth in Bank's fee schedule. Bank reserves the right to, without notice, increase or otherwise change the fees or the fee structure for the issuance of a Download Code or the ability to view or download the Directory.

g. The Federal Reserve Banks reserve the right to change

these terms of use at any time by posting revised terms, found at FedLine Home -> Directories -> Download E-Payments Routing Directory Terms of Use. Bank will check periodically for any changes the Federal Reserve Banks make to these terms of use. Continued use of the Directory after these terms of use have changed means that Customer accepts the changes. The Federal Reserve Banks may limit the number of Download Codes available to any Bank, and may terminate any Download Codes and access to the Directory at any time in its absolute discretion and without notice, either generally or with respect to a specific customer or Authorized Representative, and shall not be responsible for any losses or other damages caused as a result thereof.

FOREIGN CURRENCY ACCOUNT SERVICE TERMS AND CONDITIONS

1. **Scope of Service.** For the Foreign Currency Account Service, Customer will use iBusinessBanking™ to open one or more Foreign Currency Accounts to hold Foreign Currency and to execute Account Transactions. Customer must subscribe to the iBusinessBanking™ Service and the Wire Transfer Service in order to use this Service.

2. **Definitions.** The following terms have the meanings ascribed to them below as used in these Service Terms and Conditions:

a. **"Account Transaction"** means a payment, transfer or receipt of funds in a Foreign Currency or any other transaction, including an order to buy or sell Foreign Currency, resulting in a Debit or Credit accounting Entry in a Foreign Currency Account. ACH Debit Entries will not be permitted. Account Transactions may be effectuated by Bank or one of its Affiliates through an omnibus account in the name of Bank or one of its Affiliates maintained by the Foreign Account Holding Bank.

b. **"Applicable Law(s)"** means all applicable laws, rules and regulations, enactments, regulations, regulatory policies, guidelines, industry codes, regulatory permits and licenses which are in force from time-to-time during the term of these Service Terms and Conditions.

c. **"Foreign Account-Holding Bank"** means the banking institution under contract with Bank or one of its Affiliates which holds Foreign Currency in Bank's or one of its Affiliate's names.

d. **"Foreign Currency Account"** means an Account in Customer's name denominated in a single Foreign Currency.

e. **"Sales Tax"** means any sales, purchase or turnover tax as may be applicable in any relevant jurisdiction, including value added tax.

f. **"Security Interest"** means any mortgage, pledge, lien, charge, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security.

g. **"Taxes"** means all domestic and foreign, federal, state, county or local income taxes including withholding taxes, backup withholding taxes, value added taxes, Sales Taxes, occupational, excise, gross receipts, personal property, stamp, documentary, privilege or license taxes, charges or similar levies and any interest and penalties thereon, but not including taxes imposed upon the Foreign Account-Holding Bank with respect to its overall net income.

3. **Access to Service.** Customer will control access to the Service in accordance with its own predetermined company policy and procedures and shall designate Authorized Representatives in the Specifications. Either a Token or a second

factor authentication is required. Bank Standard is Dual Control. *See the Standard Security Procedures Annex.*

4. **Account Opening.** Customer may open one or more Foreign Currency Accounts to hold Foreign Currency via iBusinessBanking™ by applying for such Account and designating the Foreign Currency.

a. Customer will deposit only its own funds in any Foreign Currency Account and will not engage in any transactional activity relating to the Foreign Currency Accounts on behalf of a third party.

b. Customer understands that there is an element of risk associated with a Foreign Currency Account because the U.S. Dollar value of the Foreign Currency will fluctuate and may be worth more or less than the original amount deposited. All Foreign Currency is subject to the foreign country or foreign jurisdiction issuing that Foreign Currency to change the value of its currency.

5. **Withdrawals and Deposits.** Withdrawals and deposits from the Foreign Currency Account may only be made in the Foreign Currency of that Account. Customer may execute Account Transactions via iBusinessFX™ or through Bank's International Services Group.

6. **No Security Interest.** Except with the prior written consent of Bank, Customer shall: not permit any third party to create any Security Interest or other interest or claim, in or on any part of the balance of a Foreign Currency Account, the debt represented by them or the Foreign Currency Account; and not sell, assign or otherwise dispose of all or any part of the balance of a Foreign Currency Account, the debt represented by it or the Foreign Currency Account.

7. **Ownership of Funds.**

a. Customer understands and acknowledges that it shall have no proprietary interest in any amounts deposited with the Foreign Account-Holding Bank in a Foreign Currency Account.

b. Customer may only execute Account Transactions through Bank and may only claim funds through Bank.

8. **No Relationship between the Foreign Account-Holding Bank and Customer.**

a. These Service Terms and Conditions shall not create any relationship, contractual or otherwise, between the Foreign Account-Holding Bank and Customer.

b. The Foreign Account-Holding Bank is operating as a provider of banking services to Bank or one of its Affiliates. The Foreign Account-Holding Bank is not providing any services, including any banking services, to Customer.

c. The Foreign Account-Holding Bank shall not contact Customer in connection with the Services. The Foreign Account-Holding Bank shall not be entitled or required to act on any instructions or communications received directly from Customer.

d. The Foreign Account-Holding Bank may refuse to provide services in respect of Customer and/or Bank (or one of its Affiliates) where this would constitute a breach of Applicable Laws or, in the Foreign Account-Holding Bank's reasonable opinion, be likely to damage its reputation.

9. **Contractual Currency.** Should Customer receive or recover, whether pursuant to these Service Terms and Conditions or a judicial proceeding, currency that is different from the Foreign Currency required under these Service Terms and Conditions, such receipt or recovery shall discharge the

obligation of Bank to deliver the currency required by these Service Terms and Conditions to the extent that Customer is able, in the ordinary course of business, to use such currency to purchase at the prevailing exchange rate the amount of Foreign Currency that Bank was obligated to deliver under these Service Terms and Conditions. To the extent that the currency received will purchase a lesser amount of Foreign Currency than required under these Service Terms and Conditions, then Bank shall pay Customer the difference. To the extent that the currency received will purchase a greater amount of Foreign Currency than required under these Service Terms and Conditions, then Customer shall pay Bank the difference.

10. Customer Representations. Customer represents and warrants with respect to the Foreign Currency Account that (a) Customer is duly authorized to open and maintain a Foreign Currency Account in the Foreign Currency that Customer has designated for such Account and will perform Customer's obligations under these Service Terms and Conditions; (b) neither such Foreign Currency Account nor any obligations under these Service Terms and Conditions violates or conflicts with any Applicable Laws, any of Customer's governing documents, or any contractual agreement binding on Customer; (c) all governmental or other consents that may be required have been obtained and are in full force and effect; (d) Customer's obligations under these Service Terms and Conditions are legally binding and enforceable except as may be affected by general principles of equity and bankruptcy and similar laws affecting the enforcement of creditor's rights generally; (e) Customer acknowledges that the dealings between Customer and Bank are at arm's length and Bank is not Customer's agent, broker, advisor or fiduciary in any respect, even if Bank or an Affiliate might with respect to other transactions be an agent, broker, advisor or fiduciary; (f) Customer has relied and will rely solely upon Customer's own evaluation of maintaining the Foreign Currency Account and the Foreign Currency designated for such Account, including the present and future results, consequences, risks, and benefits thereof, whether financial, accounting, tax, legal or otherwise, and upon advice of Customer's own professional advisors; (g) Customer understands the risks associated with maintaining a Foreign Currency Account in the designated Foreign Currency and has determined that such risks are appropriate for Customer and Customer willingly assumes such risks; (h) Customer has not relied, and will not rely, upon any evaluation or advice (including any recommendation, opinion, or representation) from Bank or Bank's Affiliates, or their representatives or advisors; (i) Customer is an "eligible contract participant" within the meaning of the Commodity Exchange Act, as amended, on each day the Foreign Currency Account is maintained by Customer; and (j) Customer understands that exchange rates for Foreign Currencies are highly volatile and impossible to predict and that the value of a Foreign Currency can rise and fall substantially over short periods of time.

11. Taxes.

a. All fees, interest, charges and other amounts are stated exclusive of Taxes. Customer will be responsible for and will indemnify Bank for the payment and reporting of Taxes imposed on Customer by any governmental body in connection with a Foreign Currency Account (including but not limited to any withholding tax), except for Taxes in respect of the net income of Bank. If any Taxes become payable with respect to any payment due to Customer, the amount of any such Taxes shall be withheld from such payment and paid over to the appropriate tax authority by Bank in accordance with Applicable Laws.

b. To the extent that Customer must withhold any Taxes from

any payment of interest, fee or other amount payable to Bank, such Taxes shall be borne by Customer (and Customer shall forward the original receipt acknowledging payment of such Taxes to Bank and the payment to Bank hereunder shall be increased so that the net amount received by Bank is equal to the sum which Bank would have received had no such Taxes been due.

c. Customer is responsible for providing to Bank valid tax documentation as required by the tax authority of each jurisdiction where such documentation is required, and Customer will be responsible for the accuracy and completeness of such documentation.

12. Indemnities. Customer shall on demand indemnify Bank and its Affiliates and keep Bank and its Affiliates indemnified from and against any present or future losses, liabilities, Taxes, costs, damages, fines, penalties, judgments or expenses (including reasonable legal costs and expenses) of any kind or nature relating to: (a) any claim, action or demand (including a claim, action or demand founded in negligence) brought by a third party against Bank or any Affiliate of Bank in connection with or in any way related to these Service Terms and Conditions or any Account Transaction; or (b) any breach of these Service Terms and Conditions; except to the extent caused by Bank's gross negligence or willful misconduct. All indemnification payments will be made free and clear of, and without deduction for, any present or future Taxes, withholdings or other deductions whatsoever and any interest and penalties thereon. Within 30 days after the date of payment of any such Taxes, Customer shall furnish to Bank the original or a certified copy of a receipt evidencing such payment.

13. Fees, Charges and Set Off. The Foreign Currency Account is subject to any fees and charges applicable to Foreign Currency Accounts and Foreign Currency Funds Transfers in addition to those fees and charges applicable to Accounts and Funds Transfers in general. Such fees and charges may be included in a separate fee schedule.

Should the funds in the Foreign Currency Account be used to pay any fees or charges or as a set off of an amount owed Bank or an Affiliate, then Bank shall convert sufficient funds in the Foreign Currency Account to U.S. Dollars at the exchange rate in effect at the time of such payment or set off to cover the amount of such fees, charges or set off. Minimum balances apply, as provided in the Fee Schedule.

**FULL ACCOUNT RECONCILIATION SERVICE
TERMS AND CONDITIONS**

1. Scope of Service. The purpose of the Service is to permit Customer to reconcile and manage debit activity in its Accounts on the basis of an Electronic Issue File provided by Customer. Use of the Service does not affect Customer's obligation under the Account Agreement to discover and report unauthorized signatures, alterations or endorsements of Checks and does not increase Bank's duty with respect to Accounts or payment of Checks.

2. Definitions. The following terms have the meanings ascribed to them below in this Service Terms and Conditions:

a. **"Electronic Issue File"** means a Customer prepared, transmitted file of Checks issued against Customer's Account at Bank for purposes of performing Full Account Reconciliation.

b. **"Outstanding Items List"** means a Bank standard report summary in electronic form provided at the end of the Reconciliation Period listing outstanding Checks in serial number order.

c. **"Paid Items List"** means a Bank standard report summary listing the reconciliation of Customer Account reflecting Check serial number, dollar amount, and date paid.

d. **"Reconciliation Period"** means the accounting period that Customer has designated as being covered by the Service described herein.

3. **Access to Service.** Customer's iBusinessBanking™ Security Administrator will grant permissions for use of the Service. *See the Standard Security Procedures Annex.*

4. **Full Account Reconciliation.** Bank will perform the Full Account Reconciliation Service for the Account designated by Customer upon receipt of Customer's Electronic Issue File at the end of the Reconciliation Period. Bank will provide a Paid Items List and an Outstanding Items List in electronic format within 7 Business Days following the end of the Reconciliation Period or within a reasonable time frame agreed to by Bank and Customer. The Paid Items List will be provided as an electronic report unless otherwise requested.

5. **Transmission and Input of Electronic Issue File Information.**

a. On any day, whether or not a Business Day, on which Customer issues any Check or other debit item (collectively, "Check") drawn on the Account, Customer shall prepare and electronically transmit to Bank, prior to the Cut-off, on a Business Day, information identifying each Check issued, and the Check Information.

b. If Customer is unable to electronically transmit any Check Information on the day of such issue, Customer shall electronically transmit such Check Information to Bank on the next Business Day. Bank shall input all Check Information received from Customer into Bank's account reconciliation system.

6. **Accuracy and Timeliness of Information.**

a. Bank will use reasonable efforts to provide the Paid Items List requested through the Service in a prompt fashion but shall not be liable for temporary failure to provide timely information. In such event, Customer shall be responsible for carrying out banking business through alternative delivery channels.

b. Customer will notify Bank of non-receipt of the Paid Items List no later than 3 Business Days after the designated Reconciliation Period.

7. **Discrepancy.** Customer shall review the Paid Items List and the Outstanding Items List promptly to ensure accuracy, and completeness of the information. Customer shall notify Bank within 14 Business Days after receipt of any discrepancy. If Customer fails to notify Bank within 14 Business Days after receipt of the Paid Items List that any information on the Paid Items List is inaccurate, incomplete, unclear, unreadable, or otherwise unacceptable, Customer shall be deemed to have accepted the Paid Items List and Outstanding Items List and to have waived (a) any and all objections including, but not limited to, objections concerning its accuracy, completeness, clarity, readability or quality and (b) the right to bring any action or raise any claim against Bank based on any such objection. Bank shall not be liable for any loss, including loss of interest, resulting from Customer's failure to give such notice, and Customer shall be precluded from asserting such discrepancy against Bank.

8. **Stopping Payment or Voiding a Serial Number.**

a. If Customer desires to stop payment on an issued Check, Customer must issue a stop-payment order with respect to such

Check in accordance with Bank's usual stop-payment procedures. Service fees will apply to Checks returned in accordance with such stop payment procedures.

b. If Customer desires to void a Check serial number or range of Check serial numbers not yet issued, Customer must deliver to Bank a void file in a method or format mutually agreed upon by Customer and Bank.

**iBusinessBANKING™ SERVICE
TERMS AND CONDITIONS**

1. **Scope of Service.** The purpose of the iBusinessBanking™ Service is to provide online banking access to Customer for the purposes of viewing, monitoring and transferring Available Funds in Customer's Accounts. Customer may also have access to Accounts through iBB Mobile™ under Section 11 below.

iBusinessBanking™ consists of an online banking website that provides a complete array of financial services to business customers. Bank may add or remove certain features and/or functionality available from time-to-time at Bank's sole discretion. Customer may use the Service 7 days a week, 24 hours a day, although some or all features may occasionally be unavailable due to emergencies or scheduled system maintenance.

As discussed further below, the functions that are accessible by Bank's business customers over the Internet include:

- | | |
|---|---|
| <input type="radio"/> Balance Reporting
Inquiries and
Deposit
Reconciliation | <input type="radio"/> Detailed Transaction
History |
| <input type="radio"/> File Download | <input type="radio"/> Internal Account-to-
Account Transfers |
| <input type="radio"/> View Loan Balances | <input type="radio"/> Payments to Bank's
Loan Accounts |
| <input type="radio"/> Electronic Copies of
Account Statements | <input type="radio"/> Stop Payment |

If offered by Bank, Customer may also subscribe to BAM (Business Account Management) and DESA (Deposit Escrow Sub Accounting) as described in Sections 12 and 13 below.

Additional **Treasury Management Services** that are also subject to this Master Agreement and the applicable Service Terms and Conditions and Specifications and are accessible through SSO to the iBusinessBanking™ website include:

- | | |
|--|--|
| <input type="radio"/> ACH Origination | <input type="radio"/> ACH Positive Pay |
| <input type="radio"/> Full Account
Reconciliation | <input type="radio"/> iBusinessFX™ |
| <input type="radio"/> Integrated Payables | <input type="radio"/> Integrated Receivables |
| <input type="radio"/> Lockbox | <input type="radio"/> Positive Pay |
| <input type="radio"/> Reverse Positive Pay | <input type="radio"/> TRIPS WEBDIRECT™ |
| <input type="radio"/> Wire Transfers | |

2. **Processing Requirements.** The following requirements apply to the Service:

- a. Customer must have an Account with Bank.
- b. Customer must have a computer and Internet browser that will support at least 128-bit encryption.
- c. Customer will need Internet access through an Internet Service Provider (ISP).
- d. Customer will need a printer and/or other storage device such as a hard drive for downloading information or printing disclosures.
- e. Customer will be required to have an external e-mail address for the delivery of electronic notices and disclosures.

If Bank revises its Equipment and Software requirements, and, if there is a material chance that the changes may impact Customer's ability to access the Service, Bank will provide Customer advance notice of these changes.

3. **Registration Process.** The Service requires completion of an initial registration process. Bank's Treasury Management Department will verify Customer's identity and ownership of the Account(s) to be linked to the Service and the information Customer submitted for accuracy and authorization. Customer will be notified when the Service will be activated.

4. **Access and Security.** Bank will regulate access to the Service through the use of its Standard Security Procedures. See *the Standard Security Procedures Annex*.

5. **Communications.** Neither Bank nor its Service Providers will contact Customer via telephone or e-mail requesting personal information, the User ID or Password. If Customer is contacted by anyone requesting this information please contact Bank immediately. Bank or its Service Providers may send notices and other communications, including e-mails, to the current address shown in Bank's records, whether or not that address includes a designation for delivery to the attention of any particular individual. In addition, Bank and/or its Service Providers will not be responsible or liable in any way if information is intercepted by an unauthorized person, either in transit or at Customer's place of business.

6. **Description, Accuracy and Timeliness of Information.** Bank will use reasonable efforts to provide the information requested through the Service in a prompt fashion but shall not be liable for temporary failure to provide timely information due to equipment or processing system malfunction. In such event, Customer shall be responsible for carrying out banking business through alternative delivery channels. Bank shall not be liable for any inaccurate or incomplete information with respect to transactions that have not been completely processed or posted to Bank's operating system prior to being made available pursuant to the Service.

Information with respect to all transactions, accessible through the Service, is provided solely for Customer's convenience, and Customer shall have no recourse to Bank as to the use of such information.

7. **Funds Transfers.**

a. If the funds transfer feature is selected by Customer, Customer authorizes Bank to transfer funds between any Accounts of Customer ("Internal Transfer") or from any Accounts of Customer to accounts at another financial institution, including electronic funds transfer by ACH when requested to do so in an instruction by Customer to Bank using the Service, collectively ("Funds Transfer"). Any such Funds

Transfer shall be made by the Authorized Representative designated in the Specifications and shall not exceed any limit established by Bank and Customer from time-to-time.

b. Bank shall not be liable for failure to execute any Funds Transfer order for which Customer has not provided Bank with complete information or which would violate these Service Terms and Conditions, or any other agreement between Customer and Bank, including the Account Agreement.

c. Customer shall submit Funds Transfer orders to Bank prior to the daily Cut-off Time established by Bank from time-to-time. Any Funds Transfer order received by Bank after its daily Cut-off Time may be processed on the next Business Day. Customer assumes responsibility for verifying availability of funds at the time of Funds Transfer orders.

d. If more than one Funds Transfer is made at or about the same time and the Available Funds in the applicable Account do not cover all of such Funds Transfer orders, Bank at its option may execute as many of such Funds Transfer orders as possible within the dollar limits of such Available Funds in any order convenient to Bank

8. **Stop Payment Requests.** If Customer has chosen to use the Stop Payment feature of iBusinessBanking™, Customer agrees that stop payment orders or cancellations initiated using the Service will be handled as provided in the terms and conditions of the Account Agreement for any Account which Customer has chosen to be accessible through the Service. No written confirmation to Bank of stop payment orders or cancellations placed via the Service is necessary.

a. Before placing a stop payment order, Customer is responsible for verifying nonpayment of the item during all prior Check information retention periods. Bank will verify nonpayment during the current Check information retention periods. Customer is responsible for verifying that stop payment orders and cancellations are entered correctly and Customer will be fully responsible for any loss caused by a misread Stop Payment order resulting from stop payment data being incorrectly entered.

b. Each Stop Payment Order will be in effect for 12 months. Customer acknowledges that (i) Bank shall not, and shall not be required to, notify Customer of the expiration of any order; (ii) it is Customer's sole responsibility to keep track of the expiration dates of, and/or renew, all such orders; and (iii) Stop Payment orders are subject to the rules of the Uniform Commercial Code. If Customer wishes to extend Customer's Stop Payment order beyond the expiration of Customer's initial request, Customer must contact Bank and follow Bank's procedures for renewing Stop Payment orders.

9. **Deposit Reconciliation.**

a. The Service enables customers with multiple locations to make deposits into one Account, with a feature enabling a unique location (serial) number for each location to be referenced on a deposit slip and Bank Statement. Only deposits are reconciled and a list of all deposits posted is grouped and totaled by the location (serial) number.

b. There are two types of Deposit Reconciliation Reporting available in iBusinessBanking™: Activity and Statement. Deposit Reconciliation Activity provides Customer End Users with on-demand access to deposit activity for account(s) during a specified period. Deposit Reconciliation Statements provide an account balance summary and deposit items with (and without) a location (serial) number.

10. **Trademarks.** iBusinessBanking and iBB Mobile are

registered trademarks of Wintrust Financial Corporation.

11. **iBB Mobile™.** Customer may download the iBB Mobile App and use iBB Mobile™: (i) to view balances and recent transactions for each Account that Customer has enabled to be accessed from a Mobile Device (each a "Mobile Account"); (ii) to make immediate, one-time transfers of funds between Customer's Mobile Accounts under the same rules as provided in iBusinessBanking™; (iii) to view alerts as long as Customer has enabled the option in iBusinessBanking™; and (iv) to make deposits to Mobile Accounts through iBusinessCapture™ or iBusinessCapture™ Pro.

a. **Accessing iBB Mobile™.**

(i) Use of iBusinessBanking™ is required for access to iBB Mobile™. Customer's End User must have a Mobile Device that can send and receive information using the technology that supports this Service. Internet access is not required on the Mobile Device to use the Service; however, certain functions are only available through the Internet. The kinds of Mobile Devices and the telecommunications carriers that support iBB Mobile™ are described on Bank's website. End Users are responsible for the purchase and maintenance of their Mobile Devices and for any contracts with the telecommunication carrier necessary to operate the Mobile Device.

(ii) End Users will download the iBB Mobile App directly from either the Apple App Store or Google Play, depending on their Mobile Device's operating platform. iBB Mobile™ and any application obtained from the Apple App Store or Google Play may not be available at any time for any reason outside of the reasonable control of Bank or any of its or Customer's Service Providers. Customer will ensure that End Users download all updates and/or new versions of the iBB Mobile App when alerted of such updates and/or new versions.

(iii) End Users are required to log into iBusinessBanking™ via a computer on at least one occasion prior to accessing iBB Mobile™. Enrollment requires identification of the End User's iBusinessBanking™ login credentials as well as a Token. In the event that Customer utilizes the biometric function of a Mobile Device that offers the capability to access and /or authorize banking transactions, be aware that the Service will accept any person's authorized biometric (i.e. fingerprint or Face ID) that the Mobile Device currently allows. This could result in someone with biometric access to a Mobile Device potentially gaining unauthorized access to Customer's Accounts with Bank.

b. **Customer's Responsibility for Security.** It is Customer's responsibility to properly secure Mobile Devices linked to Accounts, including the authorities of End Users. Mobile Devices with Internet capabilities are susceptible to viruses. Customer is responsible to ensure that Mobile Devices linked to Customer's Accounts are protected from and free of viruses, worms, Trojan horses, or other similar harmful components that could result in damage to programs, files, and/or such Mobile Devices or could result in information being intercepted by a third party. Bank is not responsible if any non-public personal information is accessed via iBB Mobile™ due to a virus residing or being contracted by Customer's Mobile Device at any time or from any source.

c. **Other Services.** If Customers has subscribed to the following Treasury Management Services, it will also have access to those Services through a Mobile Device, in each case subject to the applicable Service Terms and Conditions:

iBusinessCapture™, Positive Pay and ACH Positive Pay. Please note that not all iBusinessBanking™ website functionality and services are available when Customer uses a Mobile Device, and Mobile Banking functionality available to Customer may vary based on the Mobile Device use and/or other factors. For those iBusinessBanking™ Services available through Customer's Mobile Device, the iBusinessBanking™ Services may use different terminology and appear in different formats when viewed through Customer's Mobile Device. In addition, Customer may be required to follow different instructions to access iBusinessBanking™ Services through Customer's Mobile Device.

d. **Limitation on Liability and Disclaimers.**

(i) It is important that Customer understands the limitations of iBB Mobile™. The balance of a Mobile Account may be subject to change at any time, and the information provided to Customer through iBB Mobile™ may become quickly outdated. Customer's access may be limited by the service provided by Customer's telecommunications carrier. Neither Bank nor its Service Provider guarantees: (A) either the delivery or the accuracy of any information requested or provided through iBB Mobile™; or (B) that Customer will have continuous or uninterrupted access to iBB Mobile™. Bank is not responsible for any delay, failure or error in the transmission or content of information provided through iBB Mobile™. Neither Bank nor its Service Provider will be liable for damages arising from the non-delivery, delayed delivery, or improper delivery of any information through iBB Mobile™; from any inaccurate information provided through iBB Mobile™; from Customer's use of or reliance on any information provided through iBB Mobile™; or from Customer's inability to access iBB Mobile™.

(ii) The iBB Mobile App is licensed to Customer "AS IS" without any warranty. BANK DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE MOBILE APP, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. Customer releases Bank, its Service Providers, Affiliates and all other parties from all claims and damages that may arise from or relate to Customer's use of the iBB Mobile App. Customer agrees not to reverse engineer, decompile, disassemble or attempt to learn the source code of iBB Mobile App.

e. **Restrictions on Use.**

(i) Customer will not use iBB Mobile™ in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only use it in compliance with all Applicable Law, as well as, for this purpose, all applicable state, federal and international Internet, data, telecommunications, telemarketing, spam, and import/export laws and regulations, including the U.S. Export Administration Regulations.

(ii) Without limiting the foregoing, Customer will not use iBB Mobile™ to transmit or disseminate: (A) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom Customer does not otherwise have a legal right to send such material; (B) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any telecommunications service provider or any of its

Customers or subscribers; (C) material or data that is illegal, or material or data, as Bank determines (in Bank's sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm Bank's or its Service Provider's reputation; (D) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related, pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g., racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any telecommunications carrier or copies or parodies the products or services of any telecommunications carrier; (E) viruses, Trojan horses, worms, time bombs, cancelbots, or any other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (F) any material or information that is false, misleading, or inaccurate; (G) any material that would expose Bank or any of Bank's Affiliates or Bank's Service Provider, or any other third party, to liability; or (H) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of the Service Provider and its Affiliates, or any other third party.

f. **Withdrawal of Access/Suspension of Service.** Bank reserves the right to deny, suspend or revoke access to iBB Mobile™ immediately, in whole or in part, in its sole discretion, without notice, if Bank believes Customer and/or an End Users is in breach of this Section 11 or is otherwise using or accessing iBB Mobile™ inconsistent with this Section. Further, Bank and its Service Provider shall have the right to suspend services immediately (i) in the event of an emergency or in the event of force majeure, or (ii) if Bank determines in its sole discretion that Customer's financial condition renders Customer's use of iBB Mobile™ no longer advisable.

g. **Confidentiality.**

(i) The technology and Services contain valuable trade secrets that are the sole property of Bank or its Service Provider and Customer will hold (A) such trade secrets and (B) any and all other information designated by Bank as confidential (collectively, with the trade secrets, the "iBB Confidential Information") in strict confidence and disclose only to those agents whose duties reasonably require access to same, provided that all such agents are informed of such use or disclosure restrictions and agree to same. Customer will take no less than all reasonable steps to prevent the unauthorized use, disclosure, duplication or access to the iBB Confidential Information. Customer agrees to notify Bank promptly upon learning of any unauthorized disclosure of iBB Confidential Information. The unauthorized use, disclosure or duplication of iBB Confidential Information shall constitute a material breach of the Agreement and is likely to cause Bank irreparable injury, for which there is no adequate remedy at law. Customer agrees that Bank may seek injunctive relief against Customer to prevent or remedy any breach of Customer's confidentiality obligations described herein.

(ii) Bank and its Service Provider may receive and may share with one another names, domain names, addresses,

telephone and device numbers, the content of messages, data files and other data and information provided by Customer or from other sources in connection with iBB Mobile™. Bank and its Service Provider will maintain reasonable safeguards to protect Customer information from unauthorized disclosure or use, but Bank reserves the right to use and disclose Customer information as reasonably necessary to deliver iBB Mobile™ and as otherwise permitted by law, including, without limitation, compliance with court orders or instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by Customer. Bank and its Service Provider also reserve the right to monitor the use of the iBB Mobile App for purposes of verifying compliance with Applicable Law, these Service Terms and Conditions, and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

h. **Fees and Charges.** Customer is responsible for any and all charges, including, but not limited to, fees associated with text messaging or data usage rates imposed by Customer's telecommunications carrier. Bank is not responsible for damages resulting from Customer's failure to comply with terms and conditions provided by its telecommunications carrier or the app store. Any losses or charges incurred through the loss of a Mobile Device or the safeguarding (or failure to adequately safeguard) of login credentials will remain Customer's sole responsibility.

i. **Changes to Customer's Contact Information.** Customer must assure that contact information it has provided to Bank for iBB Mobile™ is current and accurate. This includes not only the telephone number and telecommunications carrier for Customer's Mobile Device, but also Customer's name, address, other phone numbers, and Customer's e-mail address. Customer may contact Bank about corrections and/or updates by accessing Bank's secure e-mail service (click on the Customer Service Menu when Customer is logged into the iBusinessBanking™ home page), by phoning or writing Bank.

j. **Rights to Technology.** These Service Terms and Conditions do not transfer to Customer any ownership or proprietary rights in the technology, Software or any work or any part thereof, and all right, title and interest in and to the technology will remain solely with Bank and its Service Provider.

12. **Business Account Management ("BAM").** [Not offered by all Wintrust Affiliates] BAM permits Authorized Representatives to open Accounts via iBusinessBanking™. Authorized Representatives submit a request to open a checking, savings, or certificate of deposit Account. An Authorized Representative must be entitled for BAM in order to open an Account and further entitled to submit a request to open a subaccount under DESA. A second Authorized Representative must be entitled to approve Account openings. Customer is notified about Account requests through multiple mandatory alerts.

13. **Deposit Escrow Sub Accounting ("DESA").** [Not offered by all Wintrust Affiliates]

a. **Definitions.** The following terms have the meanings ascribed to them below as used for this Service:

(i) **"1031 Exchange Transaction"** is a sale and purchase of real property intended to qualify as a like-kind exchange within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the

regulation thereunder.

(ii) **"Escrow Funds"** are funds held in a Sub Account for the escrow of money in connection with real estate transactions.

(iii) **"Exchanger"** is a client of Customer who has received or is about to receive an offer from a person or entity for the acquisition of real property to be relinquished in a 1031 Exchange Transaction for other real property.

(iv) **"Exchange Funds"** are the net amount of legal tender of the United States Customer deposits in a Sub Account pursuant to an agreement with an Exchanger from the proceeds of the Exchanger's transfer of relinquished property in a 1031 Exchange Transaction.

(v) **"Funds"** means either Escrow and/or Exchange Funds held in a Sub Account.

(vi) **"Master Account"** is the main account for the business; usually an operating account.

(vii) **"Sub Account"** is a segregated Account for the deposit of Funds.

b. **Deposit Escrow Sub Accounting.** DESA may be used with Escrow Accounts and 1031 Exchange Transactions:

(i) DESA allows Customer to maintain, relate, process, and report on multiple level relationships. Use cases include title companies, landlord/tenants, law firms and their clients, funeral trusts, college trusts, and 1031 Exchange accounts. Once the relationships are established, Customer, as Master Account owner, can obtain information on the number of Sub Accounts in a given entity, obtain balances for Sub Accounts, as well as lease/contract expiration dates, transfer funds between Master and Sub Accounts, and view monthly statements detailing all Sub Accounts by specified groups. DESA also assists with interest split and fee credit calculations, and year-end reporting is available for both the Master and Sub Accounts.

(ii) DESA provides Customer, as a Qualified Intermediary for delayed 1031 Exchange Transactions, with the ability to open Master Accounts with Sub Accounts thereunder at Bank for the purpose of facilitating such exchange transactions as agent for its respective Exchangers, for which Bank will act as depository and provide balance, earnings and transaction accounting.

c. **Accounts.** Customer shall open one or more Accounts to act as Master Accounts and, as agent, individual Sub Accounts thereunder for the deposit of Escrow or Exchange Funds. Such Accounts may be opened by written instruction to Bank:

- delivered via mail or Electronic Transmission, or
- via a DESA function enabled in iBusinessBanking™.

At no time shall Customer or Bank have beneficial ownership of any Funds held in the Accounts, and such Funds shall at no time be used, directly or indirectly, as security for a loan to Customer by Bank, and, notwithstanding any contrary provision of this Master Agreement or Account Agreement, shall not be subject to any right (including, without limitation, the right of set off), charge, security interest, lien or claim of any kind in favor of Bank or any person claiming through Bank.

Customer will maintain, in good faith and in the regular course of business, books and records reflecting the individual names, addresses and social security numbers of its clients as they relate to the Funds held in the Sub Accounts. Customer will provide a list upon request by Bank or its regulators.

Customer shall have sole responsibility for distribution of all materials, statements, and disclosures to clients, as required by applicable laws and regulation. Customer shall provide clients with periodic Sub Account statements.

d. **Bank Rights and Obligations.**

(i) Account Obligations.

- Bank will take instructions as to the deposit, investment and dispensation of Funds solely from Customer.

- Bank will take the actions required by applicable law so that Sub Accounts will be FDIC-insured on a pass-through basis.

- Bank will provide accounting and reconciliations to Customer on Sub Account balances, earnings and transactions in such reports and at such intervals as elected by Customer in the Specifications.

(ii) Interest. Bank will pay interest as agreed to by the parties based on Account balances and will disburse earnings to Sub Accounts as provided in the Specifications. The interest on the Accounts shall be calculated using the daily collected balance method. The method applies a daily periodic rate to the amount on deposit in the Accounts each day. Interest on the Accounts shall be computed on a 365-day basis and credited to the Accounts on the last day of each monthly statement cycle and upon termination of the Service.

e. **Representations and Warranties of Customer.** Customer represents, warrants and covenants to Bank as follows:

(i) Customer is a Qualified Intermediary, as defined under Section 1031 of the Internal Revenue Code of 1986, as amended, duly organized, validity existing and in good standing under the laws of the state of its organization; or Customer is a valid Escrow Agent duly organized, validity existing and in good standing under the laws of the state of its organization.

(ii) For each Sub Account, Customer is a party to a Qualified Intermediary Exchange Agreement, or Escrow Agreement or similar agreement as contemplated by applicable laws, under which it has authority to open the Sub Accounts, deposit Funds and provide instructions to Bank as to the investment and dispensation of such funds. Customer will at all times comply with the provisions of such agreement in connection with its use of the Service.

(iii) Customer shall comply with any federal tax reporting requirements applicable in connection with the Account.

(iv) Customer shall comply with all federal and state laws and regulations applicable to its performance hereunder as agent on behalf of its clients, including, but not limited to, (i) the US PATRIOT Act and any other applicable anti-money laundering laws and regulations, including the 'Know Your Customer' and 'Customer Identification Programs' provisions of the USA PATRIOT Act, and (ii) all applicable sanctions and regulations of OFAC.

f. **Indemnification.** In addition to the indemnification otherwise provided generally in this Master Agreement, Customer agrees to indemnify and hold harmless Bank and each of its officers, directors, agents, employees and affiliates ("Bank Indemnified Parties") from and against any and all losses, claims, damages or liabilities, penalties or deficient deposit reserves, including (i) all suits, actions, proceedings, demands,

assessments, judgments, costs, reasonable attorneys' fees and expenses incident to any of the foregoing matters, and (ii) those reasonable costs, charges and expenses (including any reasonable expenses resulting from any investigation or inquiry) with respect to the participation of officers and employees of Bank in defense thereof, to which Bank Indemnified Parties may become subject, that result from any third party claim or action threatened or brought against the Bank Indemnified Parties (A) arising out of Bank's good faith compliance with any written direction or instruction communicated by Customer in connection with the Service, including any order of withdrawal from any Sub Account, provided that there is no manifest error; or (B) arising out of any material misrepresentation or any material breach of representation or warranty by Customer.

iBusinessCAPTURE™ and iBusinessCAPTURE Pro™ SERVICE TERMS AND CONDITIONS

1. **Scope of Service.** Bank offers the Service in order to enable Customer to convert original Checks to Check Images via scanning Equipment or by taking a picture on a Mobile Device, allowing electronic transmission to Bank, for deposit to the designated RDC Account. Bank hereby grants Customer the non-exclusive right to use the iBC Service and the advanced version of the Service, iBC Pro.

2. **Definitions.** The following terms have the meanings ascribed to them below as used in these Service Terms and Conditions:

a. **"Check"** means a draft, payable on demand and drawn on or payable through or at an office of a bank, whether or not negotiable, that is handled for forward collection, including a traveler's check; and does not include a non-cash item payable in a currency other than U.S. Dollars. Checks that are made payable to a third party and checks drawn on any of Customer's accounts, accounts maintained by Customer's affiliates, or accounts maintained by any individual or entity with an ownership or controlling interest in Customer, whether or not such accounts are maintained at Bank, must not be deposited through the Service. In addition, **Savings Bonds and Foreign Currency must not be deposited through the Service.**

b. **"Check Image"** means a digitized image (by scanning or taking a picture) of the front and back of a Check and associated information provided to Bank in lieu of the original Check from which such Check Image was obtained.

c. **"iBC"** or **"RDC"** means all information, web-based services, technological infrastructure, scanning Equipment and installed Software, which allows Customer to submit Checks for deposit through the Internet.

d. **"RDC Account"** means the deposit account Customer indicates on the Specifications. If the Specifications list multiple Accounts, each is a RDC Account and **"RDC Accounts"** means those multiple deposit accounts.

3. **Access to Service.** Customer will name a Security Administrator in the Specifications, who will access and control the Service through permissions and Security Devices assigned to Authorized Representatives.

4. Customer's Responsibilities.

a. **Check and Check Image Responsibilities.** Customer must scan or take a picture of the front and back of each Check and submit Check Images to Bank in such format, and with such associated Check information, as Bank may specify from time-to-time. In using the Service, Customer will create an accurate Check Image and associated MICR data using approved

scanning Equipment or Mobile Device. The Check Image must contain all the information on the MICR line of the original Check at the time the original Check was issued.

Customer will place its endorsement on the back of each Check before creating a Check Image for deposit. **All original Checks must contain the endorsement "For remote deposit only", with Bank name or, as appropriate, "For mobile deposit only", with Bank name.**

Checks made out to joint payees will not be deposited through the Service, and Bank will use its best efforts to treat any such Check as an Exception Item; provided, should such a Check be deposited, Bank reserves the right to debit the RDC Account for the amount of the Check. In any event, Customer shall indemnify and hold harmless Bank from and against any loss, damage, claim, or cost arising out of or related to improper endorsements on Checks with joint payees.

b. **Representations and Warranties.** Customer represents and warrants, with respect to each Check Image submitted to Bank, that:

(i) The Check is currently and was at the time of its creation, a bona fide and existing obligation of the drawer, free and clear of all security interests, liens, and claims whatsoever of third parties and is not now nor has it ever been declared in default;

(ii) The documentation under which the Check is payable authorizes the payee to charge and collect monies owed;

(iii) The Check Image accurately represents all of the information on the front and back of the Check, and all such information is legible on the Check Image; and

(iv) The Check Image will not be duplicated and no person will receive presentment of the original Check, a substitute check based on the original Check, or a paper or electronic representation of the original Check or a substitute check, such that that person will be asked to make a payment based on a Check that has already been paid.

Customer makes all other warranties to Bank that Bank must make in the process of collecting items under applicable laws.

c. Check Retention and Destruction.

(i) Customer will maintain original Checks for a period of 14 days and allow Bank to review and inspect them during reasonable business hours. Checks are to be stored in a secure site under lock and key.

(ii) After the recommended retention period, Checks must be shredded and disposed of properly. Customer shall destroy and dispose of the Checks with a high degree of care, including selecting and implementing appropriate destruction and disposal procedures. Customer is required to implement such procedures to ensure that the Checks are not accessed by unauthorized persons during the destruction and disposal process and, once destroyed, the Checks are no longer readable or capable of being reconstructed.

d. Other Responsibilities. Customer also agrees to:

(i) Train Customer's employees in the use of the Services;

(ii) Install and implement any changes and upgrades to the Software and, if applicable, scanner Equipment as required by Bank within 5 Business Days to ensure compliance with regulatory changes or developments, or to

protect the integrity and security of the Service;

(iii) Inspect and verify the quality of Check Images and ensure that they are legible for all posting and clearing purposes; and

(iv) Maintain fully qualified, properly trained and experienced administrative staff and employees sufficient to perform its obligations under these Service Terms and Conditions.

5. **Equipment and Software.**

a. Bank will provide Customer with the Software and scanning Equipment necessary for Customer to make deposits through the Service. Customer shall retain no ownership rights in the scanning Equipment provided by Bank or the Software and shall not modify or alter it in any way. Bank will provide installation and training support as reasonably required for implementation of the Software and will provide maintenance and support for Software and scanning Equipment as reasonably necessary to permit Customer's processing of Check Images through the Service. Such maintenance and support may include (i) corrections and work around, (ii) updates to the Service, and (iii) telephone support during normal business hours. The scanning Equipment and Software is provided to Customer on an "as is, as available" basis, and Bank makes no warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.

b. Customer understands and agrees that it is Customer's sole responsibility to operate and maintain the scanning Equipment in accordance with the instructions of the manufacturer. Customer assumes sole responsibility for any and all loss, damage or injury to the scanning Equipment or arising from any failure of the Equipment. Customer will ensure the scanning Equipment is clean and operating properly and that Check Images, when scanned, are legible for all posting and clearing purposes.

6. **Bank Obligations and Rights.**

a. Bank will process and deposit into the RDC Account, Checks submitted by Customer through the Service in accordance with its internal procedures and all state and federal laws during any Business Day, subject to the Cut-off Time. The Check Image must be clear and include all information required by the Federal Reserve System for processing and collection of items. Checks made payable to Customer, or any reasonable derivation thereof are acceptable for deposit. Customer authorizes Bank to contract with Service Providers to carry out Bank's obligations under this Agreement.

b. Transmission of electronic deposits to Bank occurs after Customer indicates its acceptance of a properly performed scan of a batch or batches of Checks and "closes" all scans Customer desires to transmit for deposit or uses a Mobile Device to take a picture of the Check(s) and upload them. Any electronic deposit transmission received by Bank after the daily Cut-off Time shall be deemed to have been received by Bank at the opening of its next Business Day. Customer is responsible for the transmission of the deposit until the Check Image is available for viewing by Bank and Customer on the system and the system acknowledges that the Check Image has been properly received. Upon receipt and validation by Bank of a complete batch file of images, MICR data, and instructions, Bank is authorized to, at its option, create a substitute check, or process the images, MICR data and instructions electronically.

c. If a Check does not have the necessary information to be processed by Bank, then Bank will treat the Check as an

Exception Item. Bank will not examine Checks to verify any data or dates. Bank will disregard any notation on a Check as though such notation did not appear thereon. Bank reserves the right to reject any single Check Image or batch of Check Images for any reason, before or after confirmation. If a Check is treated as an Exception Item, it will be forwarded by Bank to Customer, and not be deposited or otherwise reflected in the RDC Account.

d. Availability of deposits is based on Bank's normal availability schedule as in effect from time-to-time. Any credit that Bank gives with respect to a Check Image is provisional and subject to revocation if, for any reason, Bank does not receive payment for the Check Image. If a Check, or a Check Image or substitute check derived from a Check, is returned to Bank unpaid, then Bank will automatically reverse the credit given to the RDC Account for the Check Image and charge the RDC Account for any fees or charges relating to such return. In addition, Bank may debit the Account(s) for, and otherwise adjust any and all previous deposits of the amount of any Check (or its image) that is presented for deposit more than once.

e. Bank does not attempt to isolate Checks bearing restrictive legends or endorsements (e.g. "final payment", "paid in full" or words of similar meaning). Customer hereby agrees that Bank does not assume any responsibility or liability for Bank's failure to discover or alert Customer of any such Checks. Bank may suspend immediately the processing of an electronic item if Bank has reason to believe that there has been a breach in the security of iBC, fraud involving a RDC Account, or uncertainty as to the authorization or accuracy of electronic items.

f. Bank will provide notification of Customer's transmission of Check Images in the form of an automated receipt at the time the deposit is transmitted.

7. **Limitations on Use.** Bank reserves the right to place limitations on the use of the Service, including, but not limited to, a limitation on the number of RDC Accounts, limitations on the number of Checks, the maximum permissible dollar amount of any individual Check or the total dollar amount of Checks processed on any given day or other time period. The Specifications include the limitations on use for Customer.

8. **Indemnification.** In addition to the indemnification provided previously in this Master Agreement, Customer also agrees to reimburse and indemnify Bank for all losses, damages and expenses, including reasonable attorneys' fees, incurred in defending transactions involving invalid or fraudulent Checks or due to a substitute check being processed instead of the original Check. This indemnification shall survive the termination of these Service Terms and Conditions as to matters that occurred during its term.

9. **Discrepancies and Investigations.** Customer agrees to provide Bank with any information it may reasonably request in connection therewith. Customer will also promptly supply all financial information, financial records, and documentation regarding the Checks that Bank may request. Customer will also cooperate in investigations regarding any unsuccessful or lost transmissions, will provide imaged documents (or original Checks if available) to facilitate investigations within 2 Business Days of Bank's request and will resolve with Bank any issues regarding the same. Notwithstanding the foregoing, if Bank at any time discovers that the legal amount of the Check is different than the amount that has been credited to the RDC Account, Bank will make the necessary adjustment to the RDC Account to correct the discrepancy.

10. **Infrastructure Audit and Site Visits.**

a. Bank's right to audit Customer includes the right to audit

Customer's technical and physical security and information technology infrastructure to assure compliance with the Treasury Management Agreement. Customer acknowledges that Bank also has the right to mandate specific security and internal controls of Customer's operations.

b. Bank will conduct a site visit of Customer's location(s) from time-to-time to assure that the scanning Equipment is properly used and protected, that original Checks are properly stored and that access to Customer's computer systems and any data files stored thereon is secured. A Business Site Visit Checklist will be completed at that time and Customer will cooperate with Bank to cure any deficiencies noted by Bank.

11. **Security Incident.** Customer will notify Bank immediately if there is a breach of security in connection with Customer use of RDC and will comply with the security incident provisions of this Master Agreement.

12. **Contingency Procedures.** In the event that Customer experiences technical difficulties in connection with the Service, please implement the following procedures: For Equipment or Account issues, call Bank at the number provided in the Notices Section of this Master Agreement; For computer, printer or Internet connectivity issues, contact Customer's computer repair department, computer vendor or Internet provider as appropriate

In the event that Check Images may not be transmitted through the Service for deposit into the RDC Account, please bring the original Checks in person to any one of the branch offices of Bank for deposit.

iBusinessCASH™ SERVICE TERMS AND CONDITIONS

1. **Scope of Service.** Bank's iBusinessCash™ Service provides Customer with a desktop application to manage and settle daily cash positioning and customize transaction classifications in order to minimize manual data entry.

2. **Access to Service.** The Service is provided through a separate portal. Customer will name a Security Administrator in the Specifications, who will access and control the Service through permissions and Security Devices assigned to Authorized Representatives.

3. **Process.** The Service will pull Customer's prior day's list of transactions in Accounts from Bank's core processor into an application for use by Customer's Authorized Representatives to classify, filter and analyze. The information will be available online each Business Day by 5:00 a.m. Central Time in the form of a Cash Position Microsoft® Excel® file, with PDF generation functionality.

a. Authorized Representatives will create rules online to classify and sort transactions for the purposes of the reporting.

(i) The system will automatically sort transactions by the selected classification, aggregate transactions in each classification, populate spreadsheets, and calculate Customer's daily cash position.

(ii) The Service will permit Authorized Representatives to enter and sort additional financial information manually and create custom data templates.

b. Customer may also use the Service to pull current day's data and data from other points in time as provided in the Specifications.

c. Authorized Representatives will control user access to the files developed by the Service.

INTEGRATED PAYABLES SERVICE TERMS AND CONDITIONS

1. **Scope of Service.** Integrated Payables is a web-enabled, single platform that streamlines Customer's payment process, allows for integration with Customer's accounts payable/ERP software, and permits payees to be paid based on each person's preferred payment method.

2. **Definitions.** The following terms have the meanings ascribed to them below as used in these Service Terms and Conditions:

a. **"Vendor"** means Customer's commercial vendors to be paid under the Integrated Payables Service.

b. **"Virtual Card"** means a commercial credit card number.

3. **Service Provider.** The Service is made available through a Service Provider that manages Integrated Payables by printing and mailing Checks, creating and transmitting ACH Entries to Bank for transmission, formatting wire Requests and processing Virtual Cards to be used for payment.

4. **Access to Service.** Bank will provide an Integrated Payables portal within iBusinessBanking™ that permits SSO to access the Service. Customer will name a Security Administrator in the Specifications, who will access and control the Service through permissions and Security Devices assigned to Authorized Representatives. Bank Standard is Dual Control in connection with certain transfers. *See the Standard Security Procedures Annex*

5. **Duties of Bank.** Bank will process payments made under the Service and may send payment detail to Customer in accordance with the Specifications.

6. **Means of Transmission.** Customer has a choice of file transmission methods for this Service. Files may be transmitted electronically via SFTP to Bank or may be manually uploaded to the Integrated Payables portal.

7. **Payments.** Integrated Payables permits Customer to make Payments to Vendors or consumers via Check, ACH, Wire Transfer or Virtual Card. Customer will use the Service to send Bank a single data file with all Vendor and consumer payment information from Customer's accounting system. Payments will then be processed and distributed based on the instructions provided by Customer. Vendors will receive an e-mail notification when payment is made.

a. **Additional Requirements.** In order to initiate Virtual Card payments through the Service, Customer must have an account with First National Bank of Omaha, the card issuer. Customer must subscribe to the ACH Origination Service in order to initiate ACH payments using this Service; the Wire Transfer Service for Wire Requests; and the Positive Pay Service in order to initiate Check payments using this Service. If Customer chooses to transmit files electronically via SFTP to Bank for this Service, Customer must subscribe to the WinXchange Service.

8. **Limitations.** Bank will set default limits for single transactions and daily limits.

9. **Vendor Self-Enrollment.** The Service Provider also permits Customer's Vendors to sign up on a self-enrollment website to receive electronic payments and view electronic remittance advices.

INTEGRATED RECEIVABLES SERVICE TERMS AND CONDITIONS

1. **Scope of Service.** Integrated Receivables is a web-enabled, single platform that streamlines Customer's receivables

process.

2. **Definitions.** The following terms have the meanings ascribed to them below as used in these Service Terms and Conditions:

a. **"Open Invoice Load File"** means a list of open receivables that Customer prepares for PRIM.

b. **"PRIM"** means Payment Reassociation and Invoice Management, one of the components available in Integrated Receivables.

3. **Access to Service.** Bank will provide an Integrated Receivables portal within iBusinessBanking™ that permits SSO to access the Service. Customer will name a Security Administrator in the Specifications, who will access and control the Service through permissions and Security Devices assigned to Authorized Representatives.

4. **Options and Process.** Customer may select one or both of the two components available under this Service.

a. With the Data Gathering component, Bank will credit incoming electronic payments to Customer's Account, and the Service will generate an Integrated Receivables file for review by Customer.

b. The PRIM component matches all incoming payments (Lockbox, ACH, Wire, etc.) to Customer's open invoices and auto validates payments. Customer must prepare each Business Day morning an Open Invoice Load File and transmit it to Bank by the Cut-Off Time provided in the Specifications. Customized report options with remittance details are available.

LOCKBOX SERVICE TERMS AND CONDITIONS

1. **Scope of Services.** Lockbox Services provide Customer with the ability to have Bank collect and open retail and wholesale remittances received in the Lockbox and process such remittances for the benefit of Customer. Bank also offers electronic payment data collection that permits it to reconcile electronically initiated consumer bill payments made to Customer through a bill payment consolidator.

2. **Definitions.** The following terms have the meanings below as used in these Service Terms and Conditions:

a. **"Data Capture"** means remittance information in numerical or alphabetical form that can be collected and electronically transmitted to Customer as defined in the Specifications.

b. **"Document Image"** means a digitized image of Customer's non-check lockbox remittance, provided to Bank in lieu of the original non-check remittance from which such Document Image was obtained.

c. **"Electronic File Delivery"** means the electronic delivery of Lockbox Images, information collected by Data Capture or any other data summary as defined in the Specifications that Bank has designated as being covered the Service described herein.

d. **"Image" or "Imaging"** means the capture, storage, configuration, and display of images.

e. **"Lockbox Image"** means a visual representation of Customer's Lockbox Check remittances, which Bank has created, copied and stored in electronic form and that Bank has designated as being covered by the Service described herein.

f. **"Lockbox Remittance Address"** means the address designated by Bank from time-to-time for receiving Customer

remittances in reference to the Service. Bank may change the Lockbox Remittance Address from time-to-time with notice.

g. **"OCR"** (Optical Character Recognition) is the electronic recognition of numbers and letters on paper remittances provided by Customer and the conversion of these numbers and letters into useable data as programmed by Bank.

h. **"Lockbox Remote Capture"** means all information, services (including web-based services), technological infrastructure, Equipment and installed Software, which allows Customer to submit Lockbox Check remittances received by Customer for Lockbox processing through the Internet.

3. **Access to Service.** Customer will name a Security Administrator in the Specifications, who will access and control the Service through permissions and Security Devices assigned to Authorized Representatives. Tokens are required for iBusinessBanking™ login to use this Service. *See the Standard Security Procedures Annex.*

4. Lockbox Mail.

a. Customer will instruct its account debtors to forward remittances to invoices or statements issued by Customer to the Lockbox Remittance Address.

b. Bank is authorized to have exclusive and unrestricted access to mail directed to the Lockbox Remittance Address and to collect such mail. Mail shall be removed each Business Day. Bank is authorized to open each envelope and remove the contents, disregarding all notations and other marks on the envelopes. Bank is not required to retain remittance envelopes or forward them to Customer unless otherwise requested by Customer in the Specifications.

5. **Processing.** Bank will process, endorse, Image and deposit all remittances received at the Lockbox Remittance Address. For retail remittances, Imaging will be by OCR scan as defined in the Specifications and by Bank's internal procedures. For wholesale remittances, Bank will perform Data Capture and Electronic File Delivery in accordance with the Specifications and its internal procedures. Bank will observe the following:

a. **Check Amount.** Bank will process the Check according to the numeric amount shown. If the numeric amount is unclear, the written amount may be used in attempting to process the payment. If Bank is unable to determine the amount of a Check, such Check will be forwarded unprocessed to Customer as non-processable in accordance with the Specifications.

b. **Check Date.** Bank will not examine any Checks with respect to Check dates.

c. **Missing Signature.** In the absence of a signature, Bank will stamp the item "No Signature" or "Refer to Maker" and process the Check.

d. **Acceptable Payees.** Unless otherwise provided in the Specifications, Checks made payable to persons other than Customer will be returned by Bank as Exception Items. For wholesale remittances, Customer may provide a list of "Acceptable Payees" in the Specifications, and Bank will accept such remittances for deposit.

Customer warrants that each Acceptable Payee has authorized Checks payable to it to be credited to the Account designated by Customer.

e. **Restrictive Endorsements.** Bank will examine the document for restrictive endorsements. All restrictive endorsements will be forwarded to Customer, unprocessed, for examination. However, Bank is not responsible for any failure to

discover Checks bearing a restrictive legend. Bank is not under any obligation to determine whether the remittance is a payment in full, even though recited to be so, or whether or not the discounts or deductions of any kind taken are proper or correctly figured or taken within the designated time limit.

f. **Exception Items.** If a Check is non-processable pursuant to the requirements of these Service Terms and Conditions or the Specifications, it will be treated as an Exception Item; it will be forwarded by Bank to Customer with the remittance data; and it will not be deposited or otherwise reflected in the Account of Customer.

g. **Deposit.** Bank will prepare an advice of credit showing the total amount deposited to the Account, as well as a listing of individual items deposited.

h. **Returns.** Checks returned as unpaid to Bank for any reason will be charged back against Customer's Account and forwarded to Customer with an advice of adjusting entry.

i. **Adjustments.** Bank shall have the right to credit or debit Customer's Account to correct any processing irregularities.

6. **Materials Returned to Customer.** Bank will assume no responsibility for, but will forward immediately to Customer, all material that cannot be processed in accordance herewith. All bulk mail will be discarded. Any correspondence, invoices and miscellaneous enclosures, which are included with a payment, as well as any envelope that does not contain a Check, will be returned to Customer as provided in the Specifications.

7. **Transmission of Remittance Data.**

a. **Retail Remittances.** Bank will capture, format and send remittance data to Customer, on each Business Day, via data transmission in accordance with the Specifications. Additional programming, if required, will be charged to Customer and paid for by Customer. All changes in programming requested by Customer are subject to approval and testing by Bank prior to usage. Bank will Image the remittance coupon and Check if requested to do so in the Specifications. Image viewing will be provided through Bank's Protected Online Remote Transfer/E-Mail application.

b. **Wholesale Remittance Data.** Bank will prepare remittance data, according to the Specifications, in the following manner:

(i) Bank will perform Data Capture of up to 6 fields of information contained within the Lockbox remittance, store, and configure (as defined in the Specifications) and deliver Remittance Data electronically.

(ii) Bank will perform Electronic File Delivery in standard Bank format or in a format acceptable to Bank, as requested in the Specifications.

(iii) Bank will perform Imaging of remittance Checks as requested in the Specifications and will make Images available for electronic retrieval.

8. **Stop File.** Customer will provide a file of stop requests at least one Business Day prior to the effective date. Files received prior to 9:00 a.m. Central Time will be updated the same Business Day. Files received after 9:00 a.m. Central Time will be processed the following Business Day.

9. **Coupons and Envelopes.** Payment coupons and envelopes submitted to Bank for processing must meet specifications outlined in technical specification documents provided by Bank from time-to-time.

a. All changes in coupon and return-envelope design made by Customer are subject to prior approval and testing by Bank. Bank may adjust the price for processing Customer's payments if changes are made to Customer's coupons and or envelopes (including coupon scan line configuration) without such prior approval.

b. Bank reserves the right to review all aspects of the remittance envelope or coupon being received through the Lockbox for processing compatibility. Incompatible envelopes or coupons, such as those coupons stapled to checks or paper clipped, may require special handling, which can result in additional processing costs.

10. **Termination.** Any mail received at the Lockbox Remittance Address after termination of the Service shall be forwarded to Customer for a period of 30 days following the date of termination. Customer is responsible for all costs incurred by Bank in forwarding mail, if any, during the 30 day time period.

11. **Data Security.** Bank, as a service provider to Customer, acknowledges that it is responsible for the security of cardholder data Bank possesses or otherwise stores, processes, or transmits on behalf of Customer, or to the extent that it could impact the security of Customer's cardholder data environment.

12. **Lockbox Remote Capture.** In connection with Lockbox Remote Capture Services, Customer will submit Check Images and Document Images to Bank in such format, and with such associated remittance information, as Bank may specify from time-to-time. In using the Service, Customer will create an accurate Check Image and associated MICR data using approved Equipment. The Check Image must contain all the information on the MICR line of the original Check at the time the original Check was issued.

a. **Representations and Warranties.** Customer represents and warrants, with respect to each Check Image submitted to Bank, that:

(i) The Check is currently and was at the time of its creation, a bona fide and existing obligation of the drawer, free and clear of all security interests, liens, and claims whatsoever of third parties and is not now nor has it ever been declared in default;

(ii) The documentation under which the Check is payable authorizes the payee to charge and collect monies owed;

(iii) The Check Image accurately represents all of the information on the front and back of the Check, and all such information is legible on the Check Image; and

(iv) The Check Image will not be duplicated and no person will receive presentment of the original Check, a substitute check based on the original Check, or a paper or electronic representation of the original Check or a substitute check, such that that person will be asked to make a payment based on a Check that has already been paid.

Customer also makes all other warranties to Bank that Bank must make in the process of collecting items under applicable laws.

b. **Check Retention and Destruction.**

(i) Customer will maintain original Checks for a period of 14 days and allow Bank to review and inspect them during reasonable business hours. Checks are to be stored in a secure site under lock and key.

(ii) After the recommended retention period, Checks must be shredded and disposed of properly. Customer shall

destroy and dispose of the Checks with a high degree of care, including selecting and implementing appropriate destruction and disposal procedures. Customer is required to implement such procedures to ensure that the Checks are not accessed by unauthorized persons during the destruction and disposal process and, once destroyed, the Checks are no longer readable or capable of being reconstructed (e.g., through the use of competent shredding equipment).

c. Equipment and Software.

(i) Bank will provide Customer with the Software necessary for Customer to make deposits through the Service. Further, Bank will make available for purchase by Customer scanner Equipment used in conjunction with Bank-provided Software. Customer shall retain no ownership rights of the Software provided by Bank and shall not modify or alter it in any way.

(ii) Bank will provide installation and training support as reasonably required for implementation of the Software, and will provide installation support for scanner equipment as reasonably necessary to permit Customer's processing of Check Images and Document Images through the Service.

d. Bank Obligations and Rights. Bank will process and deposit into Customer's Lockbox Account, Checks submitted by Customer through the Service in accordance with its internal Lockbox processing procedures and all state and federal laws during any Business Day, subject to the Cut-off Time. The Check Image must be clear and include all information required by the Federal Reserve System for processing and collection of items.

Transmission of electronic deposits to Bank occurs after Customer indicates its acceptance of a properly performed scan of a batch of Check remittances and "closes" the batch for transmittal to Bank. Any electronic deposit transmission received by Bank after the daily Cut-off Time shall be deemed to have been received by Bank at the opening of its next Business Day. Customer is responsible for the transmission of the deposit until the Check Images and Document Images are available for viewing by Bank on the system and Bank validates that all information required for processing by Bank was transmitted by Customer per Customer Specifications.

Upon receipt and validation by Bank of a complete batch file of images, MICR data, and instructions, Bank is authorized to, at its option, create a substitute check, or process the images, MICR data and instructions electronically.

If a Check does not have the necessary information to be processed by Bank, then Bank will treat the Check as an Exception Item. Bank reserves the right to reject any single Check Image or batch of Check Images for any reason, before or after confirmation. If a Check is treated as an Exception Item, it will be forwarded by Bank to Customer, and not be deposited or otherwise reflected in Customer's Lockbox Account.

e. Limitations on Use. Bank reserves the right to place limitations on the use of the Service, including, but not limited to, a limitation on the number of Lockbox accounts accessed via the Service, limitations on the number of Checks, the maximum permissible dollar amount of any individual Check or the total dollar amount of Checks processed on any given time period.

f. Indemnification. In addition to the indemnification provided generally in this Master Agreement, Customer also agrees to reimburse and indemnify Bank for all losses, damages and expenses, including reasonable attorneys' fees, incurred in defending transactions involving invalid or fraudulent Checks or due to a substitute check being processed instead of the original

Check. This indemnification shall survive the termination of these Service Terms and Conditions as to matters that occurred during its term.

g. Discrepancies and Investigations. In addition to the provisions contained in this Master Agreement regarding Customer's notification to Bank of errors or discrepancies, Customer agrees to provide Bank with any information it may reasonably request in connection therewith. Customer will also promptly supply all financial information, financial records, and documentation regarding the Checks that Bank may request. Customer will also cooperate in investigations regarding any unsuccessful or lost transmissions, will provide imaged documents (or original Checks if available) to facilitate investigations within 2 Business Days of Bank's request and will resolve with Bank any issues regarding the same. Notwithstanding the foregoing, if Bank at any time discovers that the legal amount of the Check is different than the amount that has been credited to the Lockbox Account, Bank will make the necessary adjustment to the Lockbox Account to correct the discrepancy.

h. Security Incident. Customer will notify Bank immediately if there is a breach of security in connection with Customer use of Lockbox Remote Capture and will comply with the security incident provisions of this Master Agreement.

i. Contingency Procedures. In the event that Customer experiences technical difficulties in connection with the Service, please implement the following procedures:

(i) For Software and system function issues and Account issues, call Bank at the number provided in the Notices Section of this Master Agreement. For computer, scanner equipment or Internet connectivity issues, contact Customer's computer repair department, computer vendor or Internet provider as appropriate.

(ii) In the event that Check Images and Document Images may not be transmitted through the Service for deposit into the Lockbox Account, please forward the original Check remittance(s) to Wintrust Lockbox Operations at the address specified by Bank from time-to-time.

LONG TERM IMAGE ARCHIVE SERVICE TERMS AND CONDITIONS

1. Scope of Service. Bank's Long Term Image Archive Service is a web-based Software solution that permits Customer to search for and retrieve electronic versions of paid Checks, Bank Statements and other paper-based transaction images captured within the Service. Customer will advise Bank in the Specifications which Account or Accounts will be covered by the Service.

2. Access to Service. The Service is provided through a separate portal. Customer will name a Security Administrator in the Specifications, who will access and control the Service through permissions and Security Devices assigned to Authorized Representatives.

3. Software. Customer will have a non-exclusive, non-transferable sublicense to use the Software. Upon termination of the Service, Customer's rights to use the Software will terminate immediately without notice and all Software as well as accompanying documentation shall be returned to Bank.

4. Accuracy and Timeliness of Service.

a. Bank will use reasonable efforts to accurately store and image Customer paid Checks, Bank Statements or other paper-based transactions, but shall not be liable for occasional poor

image quality due to circumstances beyond Bank's reasonable control or due to Customer procured Check stock.

b. Bank will use reasonable efforts to provide the information requested through the Service in a prompt fashion but shall not be liable for temporary failure to provide timely information due to equipment or processing system malfunction. In such event, Customer shall be responsible for carrying out banking business through alternative delivery channels. Bank shall not be liable for any inaccurate or incomplete information with respect to transactions that have not been completely processed or posted to Bank's operating system prior to being made available pursuant to the Service. Information with respect to all transactions, accessible through the Service, is provided solely for Customer's convenience, and Customer shall have no recourse to Bank as to the use of such information.

POSITIVE PAY AND REVERSE POSITIVE PAY SERVICE TERMS AND CONDITIONS

1. **Scope of Service.** The purpose of this Service is to monitor and detect unusual or unauthorized Check issuance or payment. Customer may select traditional Positive Pay or Reverse Positive Pay. The Service allows Customer to identify Checks that are Exception Items, to request photocopies and/or electronic images of Exception Items and to instruct Bank whether to pay or return those items.

2. **Definitions.** The following terms have the meanings ascribed to them below as used in this Service Terms and Conditions:

a. **"Electronic Issue File"** means Customer prepared, transmitted file of Checks issued against Customer's Account for purposes of performing Positive Pay Services.

b. **"Reporting Deadline"** means by 10:00 a.m. Central Time on Business Days.

3. **Access to Service.** Customer's iBusinessBanking™ Security Administrator will grant permissions for use of the Service. *See the Standard Security Procedures Annex.*

4. Positive Pay.

a. **Transmission and Input of Electronic Issue File Information.** On any day, whether or not a Business Day, on which Customer issues any Check drawn on the Account, Customer shall prepare and electronically transmit to Bank, prior to the Cut-off Time, information identifying each Check issued, as Bank may require from time-to-time, including the Check Information. If Customer is unable to electronically transmit any Check Information on the day of such issue, Customer shall electronically transmit such Check Information to Bank on the next Business Day. Bank shall input all Check Information received from Customer into the Service system.

b. **Check Presentment: Payment or Return.** On the Business Day following presentment of any Check, Bank shall, by the Reporting Deadline, compare the Check Information for such Check to the Check Information contained in the Service system as provided by Customer. If the Check Information for such Check matches the Check Information contained in the Service system as provided by Customer, such Check shall be deemed conclusively authorized by Customer to be paid without further examination by Bank.

(i) If the Check Information for such Check does not match the Check Information as provided by Customer, Bank shall review such Check for evidence of MICR misencoding or misreading. If Bank determines that there has been a MICR misencoding or misreading, Bank shall

make the necessary corrections and such Check shall be deemed conclusively authorized to be paid.

(ii) If there has been no MICR misencoding or misreading, or, if after such correction, the Check Information for such Check still does not match the Check Information in the system as provided by Customer, Bank shall notify Customer by the Reporting Deadline of the Exception Item. An Authorized Representative of Customer must provide to Bank a "pay" or "no pay" decision on any Exception Item for that Business Day by the Cut-off Time. Bank shall return such Check to the depository bank unpaid if a "no pay" decision is provided by Customer. Bank shall pay such Check if a "pay" decision is provided by Customer. If Bank does not receive any such instruction with respect to a "pay" or "no pay" decision, Customer shall be deemed to have instructed Bank to return such Exception Item to the depository bank unpaid.

(iii) Instructions by Customer shall be made in accordance with the requirements contained in the Specifications. Bank shall follow any such instruction from Customer complying with the requirements of the Specifications.

c. **Back-up Process.** In the event that iBusinessBanking™ is not available and/or Customer cannot access the online system to review the Exception Item report, Bank may, in its sole discretion and to the extent that Bank has received the requisite Electronic Issue File, fax an Exception Item report to Customer's fax number. In the event that Bank provides Customer with an Exception Item report via facsimile, Customer must notify Bank of its "pay" or "no pay" decision by the deadline by faxing a completed copy of the form shown in the Specifications to Bank at the fax number shown thereon. Bank will then process the Exception Items in accordance with the provisions above.

5. **Reverse Positive Pay.** If Reverse Positive Pay is selected, on each Business Day, Bank will provide notification and post a list of presented Checks on the online portal for Customer to make "pay" and "no pay" decisions. Checks will be paid unless Customer makes a "no pay" decision by the Cut-off Time.

6. Stopping Payment or Voiding a Serial Number.

a. If Customer desires to stop payment on an issued Check, Customer must issue a stop-payment order with respect to such Check in accordance with Bank's usual stop-payment procedures. Service fees will apply to Checks returned in accordance with such stop payment procedures.

b. If Customer desires to void a Check serial number or range of Check serial numbers not yet issued, Customer must deliver to Bank a void file in a method and format mutually agreed upon by Customer and Bank.

7. Limitations.

a. **Checks Covered by Service.** This Service applies to Checks that are presented for payment to Bank through normal interbank clearings. It is not designed to compare Customer's list of issued Checks against Checks that are presented in any other manner (e.g. at a teller window, through an automated teller machine, or by mail). At Bank's sole discretion, Bank may attempt to compare Customer's list with such Checks, however, Bank will not be liable for failure or refusal to do so.

b. **Reliance.** Bank will not be obligated to verify signatures on any Checks that match the Electronic Issue File. Bank will not be required to physically examine matching Checks to confirm they are properly signed, completed and encoded. Bank may rely on such a process and the process will be deemed an

acceptable standard of care for this Service and Account. Customer understands that the Service may not identify counterfeit or duplicate Checks. As such, Customer must review promptly all Bank Statements, returned Checks, reports and other transaction information Bank makes available to it.

8. **Limitation of Liability.** Nothing in these Service Terms and Conditions is intended to limit Bank's right to return a Check unpaid if there are insufficient available funds in the designated Account(s). Bank shall have no responsibility for liability, loss or damage resulting from (a) the return of any Exception Check to the depository bank in accordance with these Service Terms or (b) Bank, in its sole discretion, determining that a Check is not properly payable or (c) Customer's failure to meet the established deadlines.

SWEEP SERVICE TERMS AND CONDITIONS

1. **Scope of Services.** Bank offers its commercial clients the following automatic Sweep Service options under the Treasury Management Agreement:

- Target Balance Sweep
- Zero Balance Sweep
- Commercial Loan Sweep
- MaxSafe MMDA Sweep

2. **Definitions.** The following terms have the meanings ascribed to them below as used in this Service Terms and Conditions:

a. **"Excess or "Excess Funds"** means the amount of Available Funds as of the close of business on any Business Day, which exceeds the Target Balance.

b. **"MMDA"** means a money market deposit Account.

c. **"Primary Account"** means one or more Accounts, as shown on the Specifications, that Customer has designated as being covered by the Sweep Service described herein and from which Customer authorizes Bank to transfer Available Funds, on a daily basis, to or from a Target Balance Account in order to achieve the selected sweep of funds. The Primary Account will be another Account at Bank if the Sweep Service selected is a Zero Balance or Target Balance Sweep; the Primary Account will be the Credit Account if the Sweep Service selected is a Commercial Loan Sweep; the Primary Account will be an MMDA at an affiliate bank if the Sweep Service selected is a MaxSafe MMDA Sweep.

d. **"Shortfall"** means the amount by which the Target Balance exceeds the amount of Available Funds as of the close of business on any Business Day.

e. **"Target Balance Account"** means an Account that Customer has designated on the Specifications as being covered by a Sweep Service described herein and on which Customer authorizes Bank to transfer out on a daily basis funds in the amount of any Target Balance Excess, and/or, in some Sweep Services, to transfer funds in the amount of any Target Balance Shortfall so that at the opening of each Business Day the Target Balance Account will have the Target Balance.

f. **"Target Balance"** means that amount of funds that Customer desires to maintain in the Target Balance Account. The Target Balance will be established as a range consisting of a minimum ("Floor"), a maximum ("Ceiling"), and "Increment." For the Zero Balance Sweep Service, the Target Balance will be zero.

3. **Target Balance Sweep.** This Sweep Service will transfer on each Business Day to one or more Primary Accounts the

amount of Excess Funds in a Target Balance Account and, as needed, will transfer on each Business Day from one or more Primary Accounts to the Target Balance Account amounts necessary to cover any Target Balance Shortfall. In each event, the funds will be swept in increments as provided in the Specifications.

4. **Zero Balance Sweep.** This Sweep Service transfers on each Business Day to the Primary Account any Excess Funds from any Target Balance Account (for this purpose, referred to as a "Zero Balance Account") designated by Customer, and to transfer, on each Business Day, from the Primary Account to the Zero Balance Account amounts necessary to cover any Target Balance Shortfall in any Zero Balance Account so that at the beginning of each Business Day, each Zero Balance Account designated by Customer, will have an Available Funds balance of zero ("0").

a. **Funds on Deposit.** Customer shall make arrangements for there to be sufficient Available Funds in the Primary Account to cover all items drawn on the Zero Balance Account ("Items") presented for payment on the Business Day on which presentments are made. Items drawn on the Zero Balance Account shall conform to check specifications provided by Bank to Customer. Issuance of Items, which have not received Bank's prior approval as to compliance with Bank's check specifications, may result in charges for extra processing.

b. **Transfers, Credits and Returns.** Bank will automatically transfer funds from the Primary Account to the Zero Balance Account to cover Items that are presented for payment. To the extent that such Available Funds, in the Primary Account, are insufficient to cover such Items, Bank is authorized to transfer Available Funds by provisional credit to the Zero Balance Account in an amount equal to the total of all amounts payable on all Items, which are presented to Bank.

If the Available Funds on deposit in the Primary Account are insufficient for such purpose, Bank may in its sole discretion revoke the provisional credit to the Zero Balance Account and return the Items which created such provisional credit unpaid, or Bank may in its sole discretion provisionally advance the necessary additional funds to Customer and transfer such provisional credit in the amount thereof to the Zero Balance Account (any such transfer or provisional credit shall remain revocable, at all times, by Bank in its sole discretion prior to midnight of the day following presentment of the items). If Bank should provisionally advance any funds to Customer, such action shall not establish a course of dealing between the parties that shall require Bank to provisionally advance any additional funds. If Customer fails to repay any such provisional advance on the Business Day on which Bank notifies Customer of such advance, Bank shall, without any requirement of prior notice to Customer, automatically reverse such provisional credit, initiate a debit in the amount of the original advance to the Zero Balance Account, and return any or all affected Items unpaid. Bank also may return any Items, which Bank determines, are not properly payable.

5. **Commercial Loan Sweep.** This Sweep Service provides Customer with an automated process to advance on Customer's Bank Credit when Customer's Target Balance Account drops below the Target Balance and alternatively, to pay down Customer's Credit using Excess Funds above the Target Balance.

a. **Definitions.** For the purposes of the Commercial Loan Sweep Service, the following terms have these meanings:

- (i) **"Credit"** means any loan arrangement to Customer, which is designated as a revolving line of credit or which

Bank and Customer have otherwise agreed will be subject to the Sweep Service described in this Section.

(ii) **"Credit Agreement"** means any loan agreement, promissory note, guaranty or other agreement, instrument or document that evidences, secures or guarantees the Credit.

(iii) **"Event of Insolvency"** means any of the following: (A) Customer or Guarantor shall die or cease to exist; (B) a Guarantor shall attempt to revoke its guaranty or other obligation to Bank, or such guaranty or other obligation shall become unenforceable in whole or in part; (C) a bankruptcy, insolvency or receivership proceeding, or any assignment for the benefit of creditors, shall be commenced under federal or state law by or against Customer or a Guarantor; (D) Customer or a Guarantor shall become the subject of an out-of-court settlement with its creditors; or (E) Customer or a Guarantor is unable or admits in writing its inability to pay its debts as they mature.

(iv) **"Guarantor"** means any guarantor, surety, accommodation party or joint obligor of the obligations of Customer under the Credit.

b. **Repayment Transaction.** As of the close of business on each Business Day, Bank will determine the amount of Excess Funds, if any. If Bank determines that there are Excess Funds, Bank will debit the Target Balance Account and credit the Credit in an amount equal to the lesser of (i) the amount of Excess Funds or (ii) the outstanding principal balance of the Credit plus all interest, fees and charges then outstanding under the Credit (a "Repayment Transaction"); provided, however, that Bank will not be required to initiate a Repayment Transaction in an amount less than a minimum sum mutually agreeable to Bank and Customer as defined in the Specifications. Customer grants Bank a security interest in, and right of set-off with respect to, the Account for purposes of effecting Repayment Transactions.

c. **Loan Transaction.** As of the close of business on each Business Day, Bank will determine the Shortfall, if any. If Bank determines that there is a Shortfall, Bank will charge the Credit in an amount equal to the lesser of (i) the amount by which such Available Funds are less than the Target Balance or (ii) the amount which is available to be borrowed under the Credit (the lesser of such amounts being referred to as the "Loan Amount"), plus the amount of any fees and charges under the Credit and credit the Account in an amount equal to the Loan Amount (a "Loan Transaction"); provided, however, that Bank will not be required to initiate any Loan Transaction in an amount less than a minimum sum mutually agreeable to Bank and Customer as defined in the Specifications.

Bank will not be required to initiate a Loan Transaction if a default exists under any Credit Agreement or these Service Terms and Conditions or Bank is otherwise excused or prohibited under a Credit Agreement or applicable laws from making an advance to Customer. In addition, Bank will not be required to initiate any Loan Transaction, and the Service hereunder shall immediately and automatically terminate without notice, if (A) the Credit has matured or been terminated; (B) Customer has cancelled the Credit; (C) an Event of Insolvency has occurred; or (D) Bank has demanded payment under the Credit.

d. **Effect on Credit Agreement.** The terms of the Credit Agreement are hereby modified to include the terms and provisions of these Service Terms and Conditions, including, without limitation, Section 5.b and 5.c hereof. However, these Service Terms and Conditions are not intended to and shall not

be construed to modify or supersede the Credit Agreement or the respective rights and obligations of the parties as therein provided or any other agreements, terms, conditions, rules or regulations of Bank as may be applicable to the Credit or the Target Balance Account, including, without limitation, any requirements relating to minimum balances and service or other charges. In the event of any conflict between these Service Terms and Conditions and the Credit Agreement, the Credit Agreement will prevail with respect to the Line of Credit.

e. **Other Sweep Services.** If Bank has agreed to provide any other Sweep Service to Customer pursuant to which Bank is authorized to transfer Excess Funds from the Account, (i) these Service Terms and Conditions shall prevail over the terms and conditions of such other Service, (ii) Bank may initiate a Repayment Transaction or Loan Transaction under these Service Terms and Conditions in lieu of or prior to initiating the transfer of Excess Funds under such other Service and (iii) Bank shall not be in default as to such other Service solely by reason of not initiating the transfer of Excess Funds under such other Service.

f. **Overdrafts.** Bank may debit the Target Balance Account as set forth in Section 5.b even though, subsequent to such debit, and as a result of additional transfers or withdrawals from the Target Balance Account, the return of Checks unpaid, or any other cause, the Target Balance Account becomes overdrawn. In such event, Customer will be assessed Bank's then prevailing charges for overdrafts.

6. **MaxSafe MMDA Sweep.** Under this Sweep Service, Bank will sweep any Target Balance Excess in the Target Balance Account on any Business Day in increments selected on the Specifications to one or more Primary Account(s) that is/are MMDA Account(s) at one or more Affiliate banks such that Customer has no more than the maximum FDIC-insured amount (\$250,000) in any one Affiliate bank account. Funds will automatically sweep back to the Target Balance Account, subject to maximum limitations established by law.

a. **Activity Report.** Bank shall furnish to Customer a monthly Activity Report which will include a description of the Account balances in each Affiliate bank. The sweep transactions will also appear on Customer's Bank Statement.

b. **Appointment as Agent.** Customer hereby appoints Bank, and such of Bank's officers or employees as Bank may designate, as Customer's agent for purposes of conducting all administrative functions in connection with Account reviews, sweeps and other actions authorized under this Sweep Service.

TRIPS WEBDIRECT™ SERVICE TERMS AND CONDITIONS

1. **Scope of Service.** TRIPS WebDirect™ is a web-based deposited return item Software solution that permits Customer to view its deposited return information, make decisions on deposited return items, and access deposited return item reports.

2. **Definitions.** The following terms have the meanings provided below in these Service Terms and Conditions:

a. **"TRIPS"** stands for Touchless Return Items Processing Suite.

b. **"Charge back"** also known as a **"Return"** means the proceeds from a deposited Check are deducted from Customer's Account balance due to the Check writer's bank dishonoring the check.

c. **"Re-deposit"** means a deposited Check is returned for insufficient or uncollected funds and the Check is deposited/processed again.

3. **Access to Service.** Customer will access the Service via SSO from iBusinessBanking™. Customer will appoint a Security Administrator for the Service in the Specifications. The Security Administrator will in turn appoint End Users who will access and control the Service through Security Devices.

Supported browsers are located in TRIPS WebDirect Reference Guide in iBusinessBanking™.

4. **Return Process: Re-deposit or Charge Back.**

a. The Service will pull Customer's current day's return transactions into the application for End Users to review and decision. The information will be available online each Business Day beginning at 6:00 a.m. Central Time.

b. Customer will navigate to the Decisioner Page in the application and apply decisions. The Web Decision Cut-off Time is 2:00 p.m. Central Time. If items are not decisioned in the application by the Cut-off Time, the default decision will apply.

c. The default decision for customers is to Re-deposit, unless Customer has provided Bank with special instructions to override this setting.

5. **Contingency Procedures.** In the event that iBusinessBanking™ is not available and Customer cannot access the application via SSO, Bank may provide Customer with a web address to access the application directly via browser. In the event Customer cannot access the online system to review the return items, Bank may, in its sole discretion, choose to e-mail Customer pending return items. In the event that return information is sent via e-mail, Customer must notify Bank of its Charge back or Re-deposit decision by the Cut-off Time by replying to the e-mail with its decision. Bank will then process the return items in accordance with the provisions above.

6. **Accuracy and Timeliness of Software.**

a. Bank will use reasonable efforts to provide the Software requested through the Service in a prompt fashion but will not be liable for temporary failure to provide timely delivery of such Software due to a processing system malfunction. In such event, Customer shall be responsible for carrying out banking business through alternative delivery channels.

b. TRIPS WebDirect™ Software with respect to all transactions is provided solely for Customer's convenience, and Customer has no recourse to Bank as to use of such information.

c. Bank will use reasonable efforts to accurately store and image Customer paid Checks, but is not liable for occasional poor image quality due to circumstances beyond Bank's reasonable control.

WINVOICE SERVICE TERMS AND CONDITIONS

1. **Scope of Service.** This Service provides an online invoice payment application to initiate check, ACH and credit card payments and allows for integration with Customer's accounts payable software. The Service streamlines the accounts payable process by providing invoice data capture, document management, invoice and payment routing and approval, and payment execution.

2. **Additional Requirements.** Customer must subscribe to the ACH Origination Service in order to initiate ACH payments using this Service. Customer must subscribe to the Positive Pay Service in order to initiate Check payments using this Service. Authorized Representatives must enter into an electronic End User Licensing Agreement ("EULA") with the Service Provider to access the Service.

3. **Product Options.** The Service Provider also makes available a variety of third-party products and payment options to which Customer may subscribe that are described in, and subject to, the EULA.

4. **Access to Service.** The Service is provided through a separate portal. If Customer names a Security Administrator in the Specifications, such Security Administrator will access and control the Service through permissions and Security Devices assigned to Authorized Representatives. Otherwise, Customer will name Authorized Representatives in the Specifications.

5. **Process.**

a. Authorized Representatives will download invoices, enter coding, attach additional files, and route for internal approval.

b. Authorized Representatives who are authorized to approve invoices may click online to approve each invoice or return for re-work. Authorized Representatives will select the invoices to pay, when the payment is to be initiated and the method of payment (Check, ACH or credit card).

c. Payments and invoices are automatically posted to Customer's accounts receivables software, if applicable.

WINXCHANGE SERVICE TERMS AND CONDITIONS

1. **Scope of Service.** The Service permits Customer to remotely transmit data by electronic means to place Requests for transfers of funds and to exchange automatic data reports (inbound and outbound) outside of iBusinessBanking™.

2. **Definitions.** The following terms have the meanings ascribed to them below as used in these Service Terms and Conditions:

a. **"Data"** means Orders, Requests, instructions, messages and the content thereof and automated Data Records, transmitted or exchanged hereunder.

b. **"Data Records"** means automated reports, files, statements, images, advices, acknowledgements and the like provided to or from Customer, the types of which are set forth in the Specifications.

c. **"Data Transmission"** means the sending, receiving or exchanging of Data or Data Records hereunder.

d. **"Inbound File"** means a Data file transmitted through the Service from Customer, the types of which may be ordered under the Service are set forth in the Specifications.

e. **"Order"** means Customer's electronic instruction for specific Data Records.

f. **"Request"** means a funds transfer direction to Bank to make a Wire Transfer, originate ACH Entries or other electronic payment from an authorized Account.

g. **"SFTP"** means a secure file transfer protocol used to transmit the files, as approved by Bank.

3. **Access.** Customer will name Authorized Representatives in the Specifications who will access and control the Service through Security Devices.

4. **Process.**

a. Customer agrees that all Requests and Orders shall only use secure transmission options supported by Bank.

Domestic wires initiated via WinXchange will receive no callback.

b. If Security Devices become known to third parties or misuse of such media is suspected, Customer must immediately request

that Bank suspend the remote Data Transmission access. If misuse is suspected, Bank will suspend Customer's entire remote Data Transmission access. It will inform Customer of this suspension outside the remote Data Transmission process. Such a suspension cannot be cancelled via the Data Transmission Service.

5. Means of Transmission. Customer has a choice of channels for the Service. Orders, Requests and Inbound Files may be transmitted electronically via SFTP using encryption keys and the agreed-upon format or via APIs or such additional, customized channels permitted by Bank as provided in the Specifications. **All files must be encrypted.** Customer is liable for unauthorized access if it fails to encrypt files.

6. Requests for Funds Transfers. Except as otherwise provided herein, Requests for Wire Transfers of funds are subject to Bank's Wire Transfer Service Terms and Conditions and for ACH originations are subject to Bank's ACH Origination Service Terms and Conditions.

a. Customer shall not submit duplicate Requests through the Service and by other means, and Customer assumes full responsibility for any duplicate Requests sent via multiple channels or methods.

b. Authorized Representatives shall supply the payee's/payer's correct account number and financial institution's identification code. Incorrect details may result in a Request being misdirected. Any losses shall be borne by Customer.

7. Execution of Requests. In addition to the requirements provided in the applicable Wire Transfer or ACH Origination Service Terms and Conditions, Bank will execute Requests if the following requirements for execution have been fulfilled:

- The Request Data submitted by remote Data Transmission must have been authorized and the Security Procedures followed;
- The defined data format must be complied with;
- The requirements for execution must be fulfilled in accordance with the special conditions applicable to the relevant Request type; and
- The execution of the Request must not violate any applicable laws or this Master Agreement.

If the conditions for execution outlined above are not fulfilled, Bank will not execute the Request and will inform Customer that the Request has not been executed without undue delay through the agreed communication channel. As far as possible, Bank will notify Customer of the reasons and errors which caused the Request not to be executed and the possible ways to correct these errors. This shall not apply if giving reasons would violate any other legal provisions.

8. Fulfilment of Orders.

a. The available types, structure, file formats and time deadlines for Data Records and Inbound Files for transmission or exchange hereunder and for the retrieval of information are set forth in the Specifications. The assignment of data fields is governed by the control guidelines applicable to the specific format used in the Specifications.

b. Prior to the transmission of an Order to Bank, a record of the full contents of the files to be transmitted and of the Data transmitted for the verification of identification must be prepared.

9. Data Translation of Information.

a. Customer has the option to request data translation processing as part of its Order. Customer agrees that an Order that involves the translation of data is only designed to respond to information provided by Customer. Accordingly, any inaccuracy in information provided by Customer may result in unintended processing by Bank. Bank bears no responsibility for detecting or reporting any error in Data supplied by Customer and shall not be liable to Customer for any information provided by Customer with respect to data translation that is inaccurate, incomplete, duplicative, or otherwise incorrect.

b. Customer acknowledges that data translation may involve the transmission of confidential consumer information that may be subject to privacy laws and regulations, including breach notification regulations. Customer agrees to notify Bank if Customer sends or receives protected health information as part of the Service.

c. If Customer is the recipient of misdirected information, Customer shall immediately notify Bank and return the information to Bank. Customer agrees not to retain, use, copy, distribute or otherwise disclose the information in any manner.

10. Treatment of Incoming Orders by Bank.

a. On the basis of the Security Devices employed by the Authorized Representatives, Bank will verify whether the sender is authorized for the Data Transmission or exchange. If this verification reveals any discrepancies, Bank will not process the affected Order and will notify Customer thereof immediately.

b. If errors are revealed by Bank's verification of files or Data Records, Bank will provide proof of the errors in the files or Data Records in a suitable form and notify the Authorized Representatives thereof immediately. Bank is authorized to exclude files or Data Records with errors from further processing if a proper execution of the Request cannot be ensured.

11. Recall. Before the authorization of the Data, Customer is entitled to recall the file. Individual Order Data can only be changed by recalling the whole file and placing the Order again. Bank can only accept a recall if it reaches Bank in time so that it can be taken into account in the course of the normal processes. Cancellation of Orders can only take place outside the remote Data Transmission process. To do this, Customer must inform Bank of the individual details given in the original Order.

12. Retention of Files.

Customer shall retain Data on file adequate to permit Customer to remake each Order for at least 10 Business Days following the date a file is sent to Bank and shall provide such data to Bank on request. Customer acknowledges that Bank has no obligation to maintain back-up copies of Orders or other information delivered by Customer to Bank.

13. Third Party Integration.

a. **Authorization of Third-Party Integrator.** Customer has retained a third party to act as an integrator (the "Third Party Integrator") on its behalf in connection with receiving Account transaction and remittance information processed by Bank. Customer authorizes Bank to provide all transaction files posted to the Account to the Third-Party Integrator, provided that Bank has no direct obligation to the Third-Party Integrator hereunder. Customer will notify Bank of any changes in the Third-Party Integrator or its authority immediately. Customer is responsible for all actions of the Third-Party Integrator, and the security measures the Third-Party Integrator uses to access

information provided by Bank, and will indemnify, defend and hold harmless Bank against any claims, damages or losses occasioned by Customer's use of the Third-Party Integrator.

b. **Process.** Bank will onboard the Third-Party Integrator based on the Specifications and create a Customer folder on the SFTP server. Under this Service, the system will access all transactions in the Account and post the file for Customer in BAI format. The system will access all remittance information and post file(s) for Customer in mutually agreed format.

WIRE TRANSFER SERVICE TERMS AND CONDITIONS

1. **Scope of Services.** Bank's Wire Transfer Services include Requests under these Service Terms and Conditions and under the Swift and iBusinessFX™ Services, the terms of which are set forth below, and though WinXchange. In addition Wire Transfer Requests may be made from Foreign Currency Accounts.

Under this Service, Customer may initiate repetitive Wire Transfers, non-repetitive Wire Transfers, Wire Transfers on the basis of standing orders, Wire Transfers to draw down the Account, and reverse Wire Transfers, each of which is described below, and may initiate such Wire Transfers: via iBusinessBanking™, in writing, via fax and e-mail, orally, by telephone or by any other means agreed to by Bank.

2. **Definitions.** The following terms have the meanings provided below in these Service Terms and Conditions:

a. **"Fedwire"** means the funds transfer system owned and operated by the Federal Reserve Banks that is used primarily for the transmission and settlement of payment orders but does not include the system for making ACH transfers.

b. **"Repetitive Code"** has the meaning set forth in Section 3.b.

c. **"Telephone PIN"** means the code issued by Bank to Customer for the purpose of identifying Customer when communicating telephonically regarding a Wire Transfer.

3. Types of Wire Transfers.

a. **Non-Repetitive Wire Transfers** are one-time transfers initiated by Customer, where Customer provides all information required by Bank to process such Wire Transfer, including, but not limited to, the Account from which the Wire Transfer will be made, the name and ABA routing number or SWIFT number of the bank holding the account to which the transfer will be made, the number of the account to which the transfer will be made, and the name of the beneficiary of the transfer. These Wire Transfers do not have assigned Repetitive Codes.

b. **Repetitive Wire Transfers** are transfers for which Customer provides predefined information that may be used to initiate Requests on a repetitive basis, changing only the dollar amount of each transfer. Customer sets up a Repetitive Wire Transfer using the appropriate form in the Specifications. When a Repetitive Wire Transfer is set up, the transfer is assigned a code (a "Repetitive Code") that Customer may use to initiate subsequent Requests using the predefined information. Repetitive Wire Transfers made pursuant to a Standing Order are addressed in Section 3.c.

c. **Standing Orders** are Repetitive Wire Transfers that will be initiated automatically on the same date during each month, by establishing an order for such transfers using the appropriate form in the Specifications. Once Customer establishes a Standing Order, the Request described in the Standing Order will be initiated automatically each month unless and until Customer submits a new Standing Order form canceling the

Standing Order, and Bank has had a reasonable opportunity to act on the instructions in the new Standing Order form.

d. **Reverse Wire Transfers** (also referred to as a **"Draw Down"**) are at another financial institution to effect a transfer out of an Account, provided that Customer has completed the appropriate form in the Specifications.

e. **Foreign Transfers** or **"FX"** are transfers of funds in a Foreign Currency that will be processed via a correspondent of Bank's choosing. Any loss due to the exchange of currencies arising from a subsequent cancellation of such Request or because of a rejection of delivery for any reason shall be for Customer's account. Bank's fees at the outset cover only its costs for such Requests. Additional fees can be (and often are) incurred by necessary tracing, recall of funds, rate changes and verifications required by foreign banks over which Bank has no control and any additional costs or fees are passed on to Customer. Customer agrees that if Bank utilizes the services of other banks for the purpose of giving effect to any Request or order for the transfer of funds in a Foreign Currency, Bank does so for the account of, and at the risk of, Customer.

4. **Process.** Customer authorizes Bank to transfer funds to and/or from any Accounts which are designated in the Specifications. Bank, subject to its current Standard Security Procedures, will execute Wire Transfers in accordance with Requests from Authorized Representatives, whose authorities are provided in the Specifications.

5. **Limitations.** Bank reserves the right to limit the availability of Wire Transfer Services based on such factors as credit worthiness, the length and extent of Customer's relationship with Bank and its Affiliates, transaction and experience history, and such other factors as Bank, in its sole discretion, deems relevant.

6. Fedwire Notice.

a. In acting on any Request, Bank may utilize any means of transmission, funds transfer system or intermediary bank reasonably selected by Bank, which it considers suitable, including, but not limited to Bank's own internal systems and Fedwire, even if Bank's selection differs from instructions in the Request.

b. In connection with Customer's use of this Service, Bank notifies Customer that Bank may use Fedwire when acting upon Customer's Request and any subsequent bank may use Fedwire.

7. Access to Service and Security.

a. **Standard Security Procedures.** Customer's iBusinessBanking™ Security Administrator will grant permissions for use of the Service. Tokens are required for use of this Service. **Bank Standard Security Procedure is to require that each Request delivered through the iBusinessBanking™ Service be created or modified by means of Dual Control.** See the *Standard Security Procedures Annex*.

b. **No Callback.** iBusinessBanking™ initiated wires will receive no callback on domestic wires, unless Customer opts into callbacks. See the *Standard Security Procedures Annex*.

c. **Telephone PINs.** Bank may assign to Customer one or more confidential Telephone PINs to be used when requesting, verifying or otherwise communicating regarding a Wire Transfer telephonically. Requests called in to the Wire Transfer Department may not be acted upon without use of the Telephone PIN.

8. **Customer Responsibilities.** Customer shall deliver each Request in accordance with the requirements of the Service Terms and Conditions and any applicable Specifications. Customer agrees that it shall not initiate any Request which would cause the applicable Account balance, according to Bank's records, to be exceeded.

Customer further agrees that if a conflict occurs regarding the applicable Account balance, Bank's records will be controlling for the processing of any Request.

9. **Bank Responsibilities.**

a. **Acceptance and Execution of Request.** Subject to these Service Terms and Conditions and the applicable Specifications, Bank will act upon a Request after receipt of such Request in accordance with the Security Procedures by making applicable accounting entries or by transmitting payment instructions to the applicable bank or other party (i) no later than the stated transfer date (if such date is not earlier than the day such Request is received and is a Business Day) or (ii) on the day such Request is received if no transfer date is stated, if such Request is received prior to Bank's applicable Wire Transfer Cut-off Time on a Business Day. If the scheduled transfer date specified by Customer is not a Business Day, or if Bank receives a Request that does not specify a transfer date on a day that is not a Business Day, Bank will process the transfer on the next Business Day. Any Request received by Bank after the applicable Wire Transfer Cut-off Time may be treated as received by Bank on the next Business Day. Bank's acting upon a Request will also be subject to the business day schedule of any bank or other party holding an account to be debited or credited under the Service. Wire Transfer Cut-off Times are subject to change from time-to-time at the sole discretion of Bank.

No instructions or other restrictions limiting Bank's acceptance of Customer's Request(s) shall be effective unless accepted and agreed to in writing by Bank. However, Bank, at its option, may elect to act on instructions or other restrictions, which it believes in good faith, were made by Customer. Customer's Request is considered accepted by Bank when Bank executes it.

b. **Rejection of Request.**

(i) Bank has the right to reject Customer's Request for an outgoing Wire Transfer for any reason including, but not limited to, the following:

(A) Insufficient funds or insufficient collected funds in the amount specified in the Request; provided that Bank may, in its sole discretion, allow an overdraft to complete a funds transfer, and Customer agrees to repay Bank immediately, without demand, the amount of the overdraft plus any overdraft charges. Additional terms and conditions contained in Customer's Account Agreement may apply;

(B) If the Request does not conform in form and substance with the requirements of this Agreement and any applicable forms attached hereto;

(C) If Bank is unable to verify the authenticity of a Request through the use of the Security Procedures;

(D) If Bank suspects fraud in connection with a Request; or

(E) Based on Bank's internal controls.

(ii) In the event that Bank debits an Account before Bank ascertains that there are insufficient funds in such Account to cover a Request, Bank may make an offsetting reversal of such debit once Bank determines that there are

insufficient funds.

(iii) If the beneficiary of any Wire Transfer is a person or entity listed on the list of Specially Designated Nationals and Blocked Persons issued by OFAC, Bank shall not be obligated to complete the transfer and may "block" the funds until such time that OFAC issues a written release to Bank. In addition, if a Wire Transfer into Customer's Account is from a person listed on OFAC's list of Specially Designated Nationals and Blocked Persons, Bank shall not be obligated to accept the transfer.

(iv) Bank will notify Customer by telephone of the rejection of any Request. Notices of rejection will be effective when given.

10. **Cancellation or Amendment.** Bank has no obligation to cancel or amend a Request after its receipt by Bank or to cancel or amend any particular funds transfer Request by a standing order instruction which is in effect. If Customer sends Bank an instruction to cancel or amend a prior Request and Bank is able to verify the instruction using the Security Procedures, Bank will make a reasonable effort to act on that Request, provided that (a) Bank will have no liability if it fails to act on or complete such instructions, and (b) Customer agrees to indemnify and hold Bank harmless from any and all liabilities, costs, and expenses that Bank may incur in attempting to cancel or amend the Request.

11. **International Wire Transfers.**

a. From time-to-time, Bank experiences various difficulties in transferring funds to certain countries. Those difficulties include (but not by way of limitation): (i) excessive delay in applying funds; (ii) incorrect application of funds; (iii) disappearance of funds; (iv) excessively slow response to inquiries; or (v) government restriction on the transfer of such funds. In addition, countries and their subdivisions where the recipient is wired funds charge transfer taxes and other transfer fees that reduce the amount received. Customer hereby acknowledges and assumes any expense in connection with such transfers which may be incurred by Bank in addition to normal and customary charges.

b. Customer is obligated to comply with all laws relating to the transfer of funds to foreign countries, individuals, or agencies. Noncompliance may result in the delay of Wire Transfer Requests, fines equivalent to a percentage of the principal or confiscation of the entire principal amount of the transfer if an attempt is made to transfer funds to a sanctioned individual, agency and/or country.

SWIFT SERVICE TERMS AND CONDITIONS

1. **Scope of Service.** The SWIFT Service permits Customer to send instructions to Bank to initiate payment on Customer's account to payees located worldwide. Transaction charges will apply. **The provisions of the Wire Transfer Service Terms and Conditions or Wire Transfer Agreement, as applicable, apply to SWIFT Requests, except as provided below.**

2. **Access to Service.** SWIFT Requests will be initiated by Customer using the SWIFT Network. Customer must complete a SWIFT Relationship Management Application (RMA) with Bank prior to a SWIFT Request being processed. In using the website, Customer must adhere to the rules applicable to such website, including the Security Procedures, and to the applicable SWIFT Rules and provide all of the information required in the format required by SWIFT.

Bank will issue Customer a Telephone PIN for telephone SWIFT Requests in the event SWIFT is not available. Customer must monitor use by its Authorized Representatives and any Service Provider and hereby agrees to hold Bank harmless for any loss occasioned by its use of the Service, unless caused by the gross negligence or willful misconduct of Bank.

3. **Role of Bank.**

a. Bank will forward Customer's instructions received via the SWIFT Network to forwarding banks under the applicable SWIFT Rules in order to arrange for the payment of the specified amounts in favor of the payee. Bank is not responsible for any inaccuracies or insufficiencies in information received from Customer in the SWIFT Request. Bank cannot act on instructions it does not receive. If the SWIFT Request is not delivered to Bank, the SWIFT Request will not be executed.

b. Customer may subscribe to receive SWIFT messages in order to track SWIFT Requests. In the event that Bank misses a deadline for submission of a SWIFT Request whether due to its delay or delay by Customer, Bank shall not be liable to Customer for such delay but shall use good faith efforts to meet the next succeeding deadline.

4. **Currency Conversion.**

a. The Service may permit Customer to initiate payments in currencies other than U.S. dollars. The conversion rate will be the spot rate offered by Bank at the time the SWIFT Request is executed. Customer fully assumes the risk that rates may change after a SWIFT Request is initiated.

b. The rate offered by Bank to Customer may not be the same rate that is available to Bank in the interbank or other market, and Bank or its Service Providers may retain any spread between the rates obtained by them and the rates offered to Customer.

5. Limitation of Liability for the SWIFT Website. CUSTOMER AGREES THAT BANK IS A MERE INTERMEDIARY FOR SWIFT, THE SERVICE PROVIDER OF THE WEBSITE. BANK HEREBY DISCLAIMS ANY LIABILITY, EITHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY DIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, IN CONNECTION WITH THE WEBSITE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DELAY OR IRREGULARITY WHICH MAY BE INCURRED THROUGH THE FAULT, NEGLIGENCE OR OTHERWISE, OF THE SERVICE PROVIDER.

iBusinessFX™ SERVICE TERMS AND CONDITIONS

1. Scope of Service. The purpose of this Service is to provide Customer with the ability to transfer funds to or from

Customer's Account at Bank using iBusinessFX™ or via a website designated by Bank ("Designated FX Website").

The provisions of the Wire Transfer Service Terms and Conditions apply to FX Requests, except as provided below.

2. **Access to Service.**

a. Customer may use iBusinessFX™ as long as Tokens are enabled for Authorized Representatives. Bank Standard is Dual Control. *See the Standard Security Procedures Annex.*

b. If Customer uses the Designated FX Website, it must designate on the site the Authorized Representatives who are authorized to make decisions with respect to the Service hereunder, and of the authority granted to each Authorized Representative. Customer shall promptly update such designations on the Designated FX Website. Authorized Representatives will use Tokens to login onto the Designated FX Website.

3. Process. Customer authorizes Bank to transfer funds to and/or from any Accounts which are designated in the Specifications. Bank, subject to its current Security Procedures, will execute Wire Transfers in accordance with Requests from Authorized Representatives through the Designated Website.

4. Customer Responsibilities. Customer shall deliver each Request in accordance with the requirements of these Service Terms and Conditions and any applicable Specifications. Customer may not re-sell, access, or subcontract the Service to or for any other person.

5. Currency Conversion. The Service permits Customer to initiate Wire Transfers in a Foreign Currency, by either specifying a transfer amount in a Foreign Currency or by specifying an amount in U.S. Dollars to be converted into a Foreign Currency. Conversely, Customers may sell Foreign Currency to Bank. The conversion rate used to convert U.S. Dollars into the Foreign Currency (or vice versa) will be the rate offered by Bank at the time the Wire Transfer is approved by Customer at time of trade execution. Customer fully assumes the risk that rates may change after an FX transaction was executed by Customer and that cancellation of said transaction may result in loss due to currency fluctuations. Bank or its Service Providers may retain any spread between interbank rates obtained by them and the rates offered to Customers.

6. Rules and Regulations for Use of the FX Designated Website. All the visitors to the Designated Website must adhere to the Rules and Regulations provided in the Specifications, if applicable, or on the Designated Site.

THIS STANDARD SECURITY PROCEDURES ANNEX is part of this Master Agreement and includes Bank's current online Standard Security Procedures. Bank reserves the right to amend this Annex from time-to-time with notice to Customer.

a. **iBusinessBanking™ Standard Security Procedures.** Many of Bank's Treasury Management Services are executed through the iBusinessBanking™ Service. Bank uses multi-level authentication to help prevent unauthorized access to Customer's Accounts.

(i) **User IDs and Passwords.** Bank will assign Customer a User ID. The iBusinessBanking™ Service will allow the Security Administrator to establish individual User IDs, Passwords, and privileges for each Authorized Representative. Transaction history is maintained for each User ID. If Passwords are forgotten, the iBusinessBanking™ Service will present additional security authentication. If an Authorized Representative wishes to reset his/her Password, he/she may do so by passing additional security authentication.

Bank may disable Customer's access even without receiving notice from Customer if Bank suspects that login credentials are being used in an unauthorized or fraudulent manner.

(ii) **Secure Access Codes.** For login to iBusinessBanking™, Bank also requires use of a one-time Secure Access Code (SAC) delivered to the Authorized Representative via a registered, text-enabled phone number or voice-enabled direct dial phone number. In addition, in connection with initiating ACH Entries and Wire Transfer Requests, Authorized Representatives will be required to use either a SAC as provided herein or a one-time code generated by a Token. Such code can only be used once to provide an authentication. A different code will be generated for the next login or transaction.

(iii) **Tokens.** Bank may issue a designated number of Tokens to Customer for Customer's Security Administrator to assign to Authorized Representatives.

Customer and Customer's Authorized Representatives are responsible for the security of the Tokens issued by Bank. Customer is responsible for tracking Tokens issued to Authorized Representatives. In particular, Customer must confirm that the Tokens are kept safe and secure, are in Customer's possession and/or the possession of Customer's Authorized Representatives at all times and that Authorized Representatives do not share Tokens or permit them to be copied, reverse engineered or otherwise tampered with. Further, Customer and Customer's Authorized Representatives must not use the Tokens other than for the purpose of identifying themselves to Bank in relation to iBusinessBanking™, and Customer may not transmit or otherwise send the Tokens to any other party.

If Customer suspects an impropriety on the part of an Authorized Representative in connection with use of a Token, or if an Authorized Representative with a Token is leaving Customer's employment, Customer must take immediate steps to ensure that the Authorized Representative is prevented from further access to iBusinessBanking™, including the recovery and destruction or reassignment of the Token issued to the relevant Authorized Representative in such manner as designated by Bank. **BANK WILL NOT BE LIABLE TO CUSTOMER OR TO THIRD PARTIES FOR ANY LOSS WHATSOEVER ARISING FROM UNAUTHORIZED USE OF TOKENS.**

b. **Additional Standard Security Procedures.** Bank's additional Standard Security Procedures are:

- (i) iBusinessBanking™ requires Dual Administration.
- (ii) iBusinessBanking™ requires Dual Control on Wire Transfers and ACH.
- (iii) Wire Transfer Requests via phone, fax or e-mail will receive a callback to a person that is a confirmer other than the initiator.
- (iv) Foreign Currency Account Service and iBusinessFX™ require Dual Control.
- (v) International wires in Foreign Currency will receive callbacks on Requests over \$250,000.
- (vi) Integrated Payables Service requires Dual Control on all payment files submitted via WinXchange and all payment files submitted via the Integrated Payables portal.

Note: Domestic and USD International Wire Transfers initiated through iBusinessBanking™ and through WinXchange, as well as Reverse Wire Transfers (Draw Downs) and the Swift Service will receive no callback.

c. **Alternative Security Procedures.**

(i) If provided in a security procedures addendum to the Treasury Management Agreement, Customer may **opt out** of the use of the Standard Security Procedures listed in subsection b. above by indicating in the Specifications that Customer elects to use alternative procedures ("Alternative Security Procedures").

Bank reserves the right to limit the opt-out from time-to-time in order to assure the security of online transactions.

Customer acknowledges and agrees that, in addition to the limitations on Bank's liability and Customer's indemnification of Bank otherwise provided in the Treasury Management Agreement, Customer assumes all additional risk and liability resulting from Customer's decision to opt out of the Standard Security Procedures and agrees to indemnify and hold Bank and its officers, directors, employees and agents free and harmless from and against any and all claims, demands, expenses (including, without limitation, attorneys' fees, expenses and costs), losses or damages of any nature whatsoever that are incurred by Customer as a result of Customer's decision to opt out of the Standard Security Procedures.

(ii) Customer may also use Bank's security procedures addendum to **opt in** to callbacks on Wire Transfer Requests over a designated amount.

d. Customer represents and warrants that it has determined that the Standard Security Procedures and any Alternative Security Procedures specified by Customer are a commercially reasonable method of verifying the authenticity of Entries, and that Bank may act upon any Entry or Electronic Transmission the authenticity of which has been verified by Bank through the use of such Security

Procedures.