

THIS BUSINESS DIGITAL BANKING & TREASURY MANAGEMENT MASTER SERVICES AGREEMENT (“Digital Banking & Treasury Management Agreement”), and if and as applicable, together with the Authorization and Execution Agreement, and the Documentation, as amended from time to time (collectively, **“the Master Agreement”**) set forth the terms and conditions under which Byline Bank will provide Digital Banking, Treasury Management, and other Services to Company. The Master Agreement includes:

1. the Digital Banking & Treasury Management Agreement, which includes the General Terms and Conditions set forth in Section 1, the Online Banking Terms and Conditions set forth in Section 2, the additional Mobile Banking Terms and Conditions set forth in Section 8, and each of the Treasury Management and other Service Terms and Conditions set forth in Sections 3 through 7 and 9, and additional Services Addenda made a part of this Digital Banking & Treasury Management Agreement, as applicable;
2. the Authorization and Execution Agreement (which includes all addenda (executed concurrently with or subsequent to the Authorization and Execution Agreement, including any addenda related to Affiliates), as applicable; and
3. the applicable Documentation (defined below).
4. The IntraFi Network ICS and CDARS Deposit Placement services, Repo Sweep services, and certain foreign currency exchange services provided through Byline FX are governed by separate agreements that are executed by you when we make those services available. Those services are not governed by the Master Agreement, notwithstanding anything in the Master Agreement to the contrary, and notwithstanding the availability of single sign-on to certain of those services from the Byline Bank Business Online Banking Website. Those services are listed on the Authorization and Execution Agreement for administrative purposes only.

“Company” refers to the person (whether a natural person or legal entity) entering into the Master Agreement with Bank. Company will also be referred to herein as **“you”** or **“your,”** while Byline Bank will also be referred to herein as **“Bank,” “we,”** or **“us.”** Any capitalized term not defined herein shall have the meaning as set forth in the Authorization and Execution Agreement.

Establishing a Corporate Administrator and Corporate Users.

Company may be enrolled for Services by an Authorized Signer online or through the Mobile Application. The Authorized Signer completing the enrollment will be your Corporate Administrator and your initial Corporate User. The terms “Corporate Administrator” and “Corporate User” are used for convenience, and are not intended to require or imply that your Company is necessarily a corporation. We may require execution of the Authorization and Execution Agreement and/or other Documentation, in our sole discretion, and your provision of other appropriate information and specifications in order to:

1. add additional Corporate Users and/or Accounts to Business Digital Banking,
2. use the Zelle® Small Business Payments Service, Treasury Management Services, and Combined Access,
3. make available other features and services in our discretion.

We must have a reasonable opportunity to perform due diligence in connection with any information or instructions you (or your Corporate Administrator and/or Corporate Users) provide to us. We may ask you (or your Corporate Administrator and/or Corporate Users) to confirm agreement to the Digital Banking & Treasury Management Agreement when logging in to Business Online Banking or Mobile Banking. We have the right to deny your enrollment in any of the Services.

Digital Banking Services Generally

The Digital Banking Service includes Mobile & Online Banking, access to Treasury Management Services, and all other products and Services provided through Digital Banking. Not all features and services described in the Master Agreement or offered through Digital Banking, or offered by us in the future may be available or identical to all customers or all Accounts, or through both Online Banking and Mobile Banking.

Accessing Mobile Banking

To access Mobile Banking, a Corporate User must enroll in Mobile Banking through their Mobile Device. The Mobile Banking Terms and Conditions (below) apply to use of the Services through the Bank Mobile Application and a Mobile Device. It is the responsibility of You and each Corporate User to provide us with accurate, complete and current information about the applicable Mobile Devices and to notify us immediately if any of this information changes, or if service to their Mobile Device is terminated. We reserve the right to refuse or cancel your and/or a Corporate User’s enrollment in Mobile Banking if we cannot verify information about a Mobile Device, or otherwise as determined by us.

Relationship Among Your Agreements with Us

The Section 1 General Terms and Conditions apply to all of the Services in which you enroll or otherwise use, including those Services that are described or accessed through Business Online Banking, that are set forth in the Service Terms and Conditions as part of the Master Agreement or otherwise incorporated herein by addendum, or otherwise. The Master Agreement comprises the entire agreement between Company and Bank regarding each Service. The Deposit Account Agreement applies to Company's use of the Account(s) in connection with the Services.

In the event of a conflict between the terms of the Master Agreement and the Deposit Account Agreement, the Deposit Account Agreement will control, except that the Master Agreement will control to the extent necessary to resolve any conflict with respect to the Services. With respect to any Service being provided to you at the time the Master Agreement is entered into, unless otherwise agreed, the Master Agreement shall control over any conflicting provision of any prior agreement relating to that Service. In the event of any conflict between the Section 1 General Terms and Conditions and any specific Service Terms and Conditions, the Service Terms and Conditions shall control with respect to the particular Service. In the event of any conflict between the Digital Banking & Treasury Management Agreement and the Authorization and Execution Agreement, the Authorization and Execution Agreement shall control to the extent of the conflict. In the event of a conflict between the Digital Banking & Treasury Management Agreement and an addendum, the addendum shall control for purposes of the subject matter of the addendum only.

SECTION 1: GENERAL TERMS AND CONDITIONS.

I. DEFINITIONS.

In addition to terms defined elsewhere in the Master Agreement, the following terms and definitions apply when used in the Master Agreement. **Accepted** has the meaning given in Article 4A of the UCC.

Account or **Accounts** means one or more eligible accounts that Company holds at Bank.

ACH or **ACH Entry** means a monetary transaction processed via the Automated Clearing House Network.

Affiliate means an entity that directly or indirectly controls, is controlled with or by or is under common control with Company, and that Company has all necessary power and authority to act for and on behalf of in connection with the Master Agreement, the Services and the Accounts of such entity.

Applicable Law means, as applicable to the Service, a party, or the activities of a party, any declaration, decree, directive, legislative enactment, order, ordinance, law, rule or regulation, operating circulars, or other restriction or guidance of or by any governmental authority (including any federal, State, municipal, local, territorial, or other governmental department, whether domestic or foreign), and the rules of the association(s) and/or organization(s) through which transactions are processed, including the NACHA Rules and the operating rules of any other payment system, as amended, modified or otherwise existing from time to time.

Application means a software program designed to carry out specific tasks.

Authorization and Execution Agreement means the form we provide that is executed by Company's Authorized Signer, if Company is enrolling in Treasury Management Services, the Zelle® Small Business Payments Service and/or Combined Access, or any other Services and features in our discretion, and that identifies key information regarding your Business Digital Banking profile and Corporate Administrator designation as well as Combined Access information.

Authorized Signer means any person identified to the Bank as such or as an agent of Company in the account resolutions Company gives the Bank, signature cards, or other account or service implementation forms the Bank requires, and any other person or agent acting for Company with actual or apparent authority to transact business on Company's behalf. An Authorized Signer is also referred to as an "Authorized Person" in the Deposit Account Agreement.

Available Funds means funds in the Account(s) available for your use as described in the Funds Availability section of the Deposit Account Agreement.

Bank Statement means, for the applicable Account, (i) each periodic Account statement issued by us, (ii) any written or Electronic advice to you from us or (iii) any Electronic report produced through one of our information reporting services.

Bill Payment Service means our Service that allows you to pay or Transfer funds to designated Payees based upon your instructions to us entered through the Bill Payment section of Business Digital Banking.

Business Banking Customers means those customers who access Online Banking through the link labeled Business Banking.

Business Day means Monday through Friday, excluding Federal Holidays.

Business Mobile Banking or **Mobile Banking** means the Digital Banking Services that are offered and accessible through the Mobile Application, using your Mobile Device and the Internet, as described in the Online Banking Terms and Conditions, and further described in the Mobile Banking Terms and Conditions.

Business Online Banking means the Digital Banking Services described in the Online Banking Terms and Conditions, and accessible by You from the Bank's Website through the Internet.

Check means, unless otherwise defined in a Service Terms and Conditions, a "check" as that term is defined in 12 CFR § 229.2(k).

Combined Access has the meaning as set forth in Section 1.VII.

Commercial Banking Customers means those customers who access Online Banking through the link labeled Commercial Banking.

“Communication” means any disclosure, notice, agreement, evidence of a debt obligation, undertaking, amendment, addendum, authorization, resolution, certificate, request, statement, record, document or other information we sign or agree to or provide to you, or that you sign or agree to or provide to us, related to Digital Banking, the Services, your Accounts, or any other product or service provided by us.

Confidential Information means all information that is disclosed by either party in connection with the Master Agreement and any use of the Services, and additional information which the disclosing party has identified 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. In addition, all Bank supplied Software, Security Devices, Security Procedures, and Documentation associated therewith and all other Documentation regarding the use and operation of the provided Services, systems and Equipment, and the terms of the Master Agreement between Bank and Company are Confidential Information.

Corporate Administrator means your primary employee or other representative who you authorize to be responsible for coordinating, designating, and monitoring Corporate Users’ access to Accounts, and access to and use of certain Services and entitlement of other Corporate Users, including establishing authority and transaction limits using Business Digital Banking. For Business Banking Customers, any Authorized Signer who is a Corporate User with full authority to designate and change entitlements for other Corporate Users shall be deemed a Corporate Administrator.

Corporate User(s) means those employees, agents, and representatives whom you, through the Corporate Administrator, designate to access one or more Accounts and/or utilize one or more Services to process transactions, and/or access information, and/or designate or change access for other Corporate Users. Designation of access to Accounts, information, and such access for other Corporate Users is also referred to in the Master Agreement as “entitlements.” The Corporate Administrator is also a Corporate User. In the Bank’s sole discretion and approval, any Authorized Signer may designate himself or herself as an additional Corporate User with full administrative rights with respect to the Accounts on which he or she has signing authority, and by executing Documentation, if any, required by the Bank and you agree that the Bank may grant access to Digital Banking and the Services in reliance on such designation.

Company Information means any Confidential Information relating to Company.

CT means Central Time.

Cutoff Time means the deadline to initiate and process a transaction on that Business Day, as it may be changed from time to time. The Cutoff Time for the particular Service will appear in a service message, within the Service, on the Authorization and Execution Agreement, and/or in Documentation.

Deposit Account Agreement means our Business Deposit Account Agreement and Disclosures and related documents and enclosures we provided to you at Account opening, as amended from time to time.

Designated Payment Account means the Account(s) you have authorized us to debit for Bill Payments, and for ACH, Wire, and External Transfers, and Instant Payments, and other applicable transactions.

Device means computer, tablet device, mobile device, or any other device used to access the Internet and that meets the requirements for use of Business Online Banking or Mobile Banking.

Dual Control means the requirement for an entry or transaction to be initiated by one Corporate User and approved by another Corporate User.

Documentation means all materials that explain or facilitate the use of a Service, including, without limitation, set-up forms, user guides, operational manuals, Security Procedures, instruction and training materials, and information provided by Bank relating to the Services.

Electronic means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.

Equipment means any hardware, communication devices or other equipment required to use a Service.

FDIC means the Federal Deposit Insurance Corporation.

Federal Reserve Board means the Board of Governors of the Federal Reserve System.

Funds Transfer or **Transfer** means a transfer of funds, initiated through a Service, including those initiated through Business Online or Mobile Banking, or through SFTP, from a Designated Payment Account such as an Electronic Bill Payment, ACH transfer, Wire Transfer, External Transfers, and Instant Payments.

Instant Payment has the meaning given in the Deposit Account Agreement.

Instruction means any communication provided using Company’s Security Procedures or otherwise provided by or on behalf of Company to Bank to perform a Service, including but not limited to originating a Payment Order or other transaction, or take action on behalf of Company or its Accounts.

Internal Transfer means an internal Funds Transfer from one of your Accounts to another of your or an Affiliate’s Accounts at the Bank.

Item means a Check, and any other money order, official check, travelers’ check and cashier’s check. Unless otherwise noted in any Service Terms and Conditions, the term excludes any Item drawn on foreign institutions outside of the United States or territories of the United States.

Loan Account means an eligible loan or line of credit Account.

Losses means any claims, demands, causes of action, direct, incidental, consequential, exemplary, and indirect damages of any kind, costs, expenses (including reasonable attorneys’ fees, court costs and other legal expenses), fines, penalties, liabilities and other losses.

Mobile Application is the Bank’s mobile banking application or other software that you must download on your Mobile Device to access Mobile Banking.

Mobile Device means any portable computer that can connect to the internet, such as a tablet or smartphone, that is acceptable to us, on which you can download the Mobile Application and access Mobile Banking, regardless of whether you own such device, and that, for use of Mobile

Deposit, provides for the capture of images from Items for transmission through the clearing process. Supported Mobile Devices are subject to change without prior notice to you.

NACHA means the National Automated Clearing House Association.

NACHA Rules means the operating rules and guidelines of NACHA. Instructions for obtaining a copy of the NACHA Rules are also available at www.nacha.org.

OFAC means the U.S. Office of Foreign Assets Control, which issues the list of Specially Designated Nationals and Blocked Persons.

OOBA means Out of Band Authentication, and is a Security Device in which a one-time code will be presented to be entered to verify the Corporate User. OOBA can be required at login or transaction approval, or at any other time we deem appropriate for the security of Business Digital Banking.

Password means the confidential identifier or other code assigned to you by us or selected by you for identification purposes in connection with the use of our Services.

Payee means any individual or entity for whom a Payment Instruction is submitted to receive payment of the funds, or is the person from which you receive electronic bills through the Bill Payment Service.

Payment Order shall have the meaning as set forth in Article 4A of the UCC, and includes but is not limited to an instruction for any Wire Transfers, ACH Entries, Internal Transfers, Instant Payments, and payments through the Zelle® Small Business Payment Service.

Regulation CC means Federal Reserve Board Regulation CC.

SFTP means Secure File Transfer Protocol.

Security Device means the use of identification codes, including Passwords, challenge questions, logon identifications, personal or location identification numbers, repetitive codes, one-time passwords or codes, OOBA, Tokens, Software and other devices that we utilize from time to time to protect your information and mitigate against fraud, and other unauthorized activity.

Security Procedures means the use of Security Devices and any additional procedures, including call-back protocols, OOBA, Tokens, Dual Control, encryption, other systems and/or Software that may be used in connection with a Service.

Service means each service made available through Business Digital Banking (including services accessed through SFTP), and our Treasury Management Services.

Service Fees means one-time, recurring, and per transaction fees or other fees applicable to Services requested or selected or used by you and owed to the Bank.

Service Terms and Conditions means those contractual terms relating to a particular Service requested by you, all of which are attached to the Master Agreement or otherwise incorporated herein and made a part of the Master Agreement between you and us.

Services or Maintenance Addendum means the form by which you are enrolled in or modify, respectively, your selected Services (when enrolling in Treasury Management Services, the Zelle® Small Business Payments Service, and/or requesting access to Services by multiple Corporate Users and/or for Combined Access).

Software means any software needed to operate the Services.

Token means an electronic or physical device or Application that will permit Corporate Users to generate a one-time use numeric code to provide authentication to enable login and/or effect transactions in connection with certain Services.

Transfer means a transaction or series of transactions initiated with a Payment Order to pay funds to a designated person.

Treasury Management Service means each treasury management service, selected by you, and approved by us, to be provided by us from time to time, after execution of the Authorization and Execution Agreement and other Documentation.

UCC means the Illinois Uniform Commercial Code.

U.S. means the United States of America.

Service Provider means any agent, licensor, independent contractor or subcontractor that we may involve in the provision of a Service.

Website means the Byline Bank Business Digital Banking website or other website as designated for use of Services by us from time to time.

II. SETUP AND USE OF SERVICES.

A. Eligibility. To use the Services, you must have at least one Account with us. If you have more than one Account or Accounts held by related businesses, you will have access through the Service to those Accounts, provided you execute the Authorization and Execution Agreement and other Documentation we may require, and otherwise satisfy us that the Authorized Signer(s) for each Account have the required formal authorization to execute the Master Agreement.

B. Setup. An Authorization and Execution Agreement and other required Documentation will be provided to you in connection with your ability to electronically execute this Master Agreement and enroll in Treasury Management and certain other Services, multiple Corporate Users' access to the Services, and Combined Access for Affiliates. You must return the signed Authorization and Execution Agreement, agreeing to the terms of the Master Agreement in order to have access to the Treasury Management Services and certain other Services, access to Digital Banking by multiple Corporate Users, and Combined Access. For access to Digital Banking Services only, by a single Corporate User/Administrator (who must be an Authorized Signer), you may self-enroll online through the Bank's Website or through the Mobile Application and consent to the terms of the Digital Banking & Treasury Management Agreement.

C. Corporate Users. For each Service, the Corporate Administrator shall determine the names and authorities of Corporate Users. Since the Corporate Administrator selects Corporate Users, we will generally not verify their names and know or verify their authorizations. The Corporate Administrator shall ensure that all Corporate Users are aware of the terms and conditions of the Master Agreement.

D. Security Procedures. We may establish and require Security Procedures for access to Accounts, transacting on Accounts, and use of the Services, in our sole discretion. The Security Procedures we require may vary, depending upon the Accounts you hold, the transactions you engage in, and the Services you enroll in and/or access. The Security Procedures may require use of one or more Security Devices. The Security Procedures have been implemented to protect Company Information and the transactions you execute in Accounts and Services. However, you must actively participate in fraud mitigation in order to prevent cybercrime and other unauthorized activity related to your Accounts and Services. To the extent we have established different or additional provisions with respect to Security Procedures or Security Devices in connection with any Account or Service, those different or additional provisions shall control in the event of a conflict with the provisions of this Section.

1. You shall comply with the Security Procedures we direct you to use, and you acknowledge that the Security Procedures, including (without limitation) our Security Devices, constitute commercially reasonable security procedures under Applicable Law for the initiation of the Services you utilize, including without limitation, origination of Payment Orders, Transfers, Bill Payments and access to Confidential Information. THE SECURITY PROCEDURES FOR ONLINE AND/OR MOBILE ACCESS TO SERVICES REPLACE ANY REQUIREMENTS YOU HAVE IMPOSED ON YOUR ACCOUNTS OTHERWISE. THIS INCLUDES, BUT IS NOT LIMITED TO MULTIPLE SIGNATURE REQUIREMENTS, WHICH ARE REPLACED BY ENHANCED USER ADMINISTRATION, TIERED APPROVALS AND ACCOUNT ENTITLEMENTS.

2. We may follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us in accordance with the Master Agreement, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than you or your Corporate User(s) and until we have had a reasonable opportunity to act upon such notice. You shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by Applicable Law. The Security Procedures are not designed to detect errors in the transmission or content of communications or transactions initiated by you. You bear the sole responsibility for detecting and preventing such error.

3. All Security Procedures and Security Devices must be protected, secure, and strictly confidential and made available only to your Corporate Users. You will not disclose or provide any Security Procedures or Security Devices to any unauthorized person. Corporate Users shall not share Security Devices with each other. You should change Passwords frequently. You shall notify us immediately if the authority of the Corporate Administrator shall change or be revoked and, if required by us, sign addenda required by us designating a new Corporate Administrator. We may follow all instructions and authorizations from your Corporate Administrator until we receive such notice and we have had a reasonable opportunity to act upon such notice. You must change or delete all Security Devices of your Corporate User(s) whose authority to have the Security Devices has been revoked.

IF YOU, YOUR CORPORATE ADMINISTRATOR OR A CORPORATE USER OR AUTHORIZED SIGNER DISCLOSES YOUR SECURITY DEVICES TO ANYONE, AND/OR IF YOU ALLOW SOMEONE TO USE SUCH SECURITY DEVICES TO GAIN ACCESS TO ACCOUNTS, YOU HAVE AUTHORIZED THEM TO ACT ON YOUR BEHALF AND WILL BE RESPONSIBLE FOR ANY USE OF THE SERVICES BY THEM.

4. We reserve the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Devices at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in Security Procedures; provided that we may make any change without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed Security Procedures after a change shall constitute your agreement to the change and your agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

5. You acknowledge that you are aware that we offer Services in our Business Digital Banking Fraud Management Suite of Services, such as Check Payee Positive Pay, Check Positive Pay, Check Reverse Positive Pay, ACH Positive Pay, and Full and Partial Reconciliation, that are designed to detect fraud and unauthorized use of your Accounts and the Services. These Services are valuable tools in reducing Losses from fraud and other unauthorized transactions. In addition, for certain Services, we require Ooba, Dual Control or call-back protocols, and we offer a variety of online viewing and reporting tools which enable real time access to Account data and activity. Careful monitoring of Accounts and Account data is an effective tool for detecting unauthorized or improper transactions and other Account problems, and for facilitating reporting of potential problems. NOTWITHSTANDING ANY OTHER PROVISION OF THE MASTER AGREEMENT, TO THE EXTENT YOU CHOOSE NOT TO ENROLL IN OR UTILIZE ALL OF THE TOOLS AVAILABLE TO YOU, YOU HAVE VOLUNTARILY ASSUMED THE RISK OF FAILURE AND WILL BE PRECLUDED FROM ASSERTING ANY CLAIMS AGAINST US FOR LOSSES RESULTING FROM PAYING UNAUTHORIZED, ALTERED, COUNTERFEIT OR OTHER FRAUDULENT ITEMS OR OTHER TRANSACTIONS THAT ANY SUCH TOOL, OR POLICY OR PROCEDURE WAS DESIGNED TO DETECT OR DETER, AND WE WILL NOT BE REQUIRED TO RE-CREDIT YOUR ACCOUNT OR OTHERWISE HAVE ANY LIABILITY FOR PAYING SUCH ITEMS OR OTHER TRANSACTIONS.

E. Compliance. We will each comply with all Applicable Laws in connection with the Services. This includes, but is not limited to, sanctions enforced by OFAC. It is your responsibility to obtain information regarding OFAC sanctions. OFAC information may be obtained directly from the OFAC Compliance Hotline or at the U.S. government's Sanctions Programs and Country Information website. You may choose Services to which the NACHA Rules or other network operating rules of any payment systems (collectively, "Operating Rules") are applicable. You agree to be bound by the NACHA Rules and other applicable Operating Rules, and agree that no communications which violate U.S. and other Applicable Laws may be initiated using the Services. You shall be responsible for and shall fully indemnify us for any and all fines and assessments imposed on us as a result of any infraction or violation of the NACHA or other Operating Rules or Applicable Laws caused by or attributable to you.

F. Unlawful Internet Gambling Notice: You shall not process "Restricted Transactions" (as defined in the Deposit Account Agreement) through the Account(s) or relationship, using the Services or otherwise. See the Deposit Account Agreement for more information.

G. Service Providers. We may act on any communication and provide any Service using any payment system or Service Provider we reasonably select. Our performance of Services is subject to the Operating Rules of any such system or organization, and regulations and other Applicable Laws. We shall have no obligation to disclose arrangements with third parties to you or obtain your consent thereto. You authorize the transfer of information relating to you to our Service Providers and other agents for use in connection with Services or as required or permitted by Applicable Law. See the Bank's privacy policies on bylinebank.com for more information regarding sharing information of individuals.

III. PARTIES' RESPONSIBILITIES.

A. Your Responsibilities.

1. Physical and Electronic Security.

a. We have security in place to protect transactions and secure credentials; however, you are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control. We are not responsible for any computer viruses (including, without limitation, programs commonly referred to as malware, keystroke loggers, and/or spyware), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an Internet system. Any material downloaded or otherwise obtained is obtained at your own discretion and risk, and we are not responsible for any damage to your computer, Mobile Device, or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing, and backing up any data and information stored in or on your operating systems. We are not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems.

b. It is your responsibility to protect yourself and to be vigilant against e-mail fraud, Internet fraud, and other frauds and schemes (including, without limitation, fraud commonly referred to as imposter scams, phishing or pharming). You agree to train all Corporate User(s), agents, and employees regarding the risks of such fraud and the ways to avoid such risks.

c. YOU MUST NOTIFY US IMMEDIATELY IF YOU BELIEVE THAT ANY SECURITY PROCEDURE OR SECURITY DEVICE HAS BEEN STOLEN, COMPROMISED, OR OTHERWISE BECOME KNOWN TO PERSONS OTHER THAN YOU OR YOUR CORPORATE USER(S) OR IF YOU BELIEVE THAT ANY TRANSACTION OR ACTIVITY IS UNAUTHORIZED OR IN ERROR OR THAT YOU HAVE BEEN SUBJECT TO A SYSTEM COMPROMISE, FRAUD OR A SCAM. In the event of any actual or threatened breach of security, we may issue you a new Security Device or establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions.

d. In the event of a breach of the Security Procedures, you shall assist us in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing us or our agent with access to your hard drive, storage media and devices, systems and any other Equipment or Device that was used in breach of the Security Procedures. You will provide any information we require within two Business Days of our request. You will provide any analysis of such Equipment, Device, or software or any report of such analysis performed by you, your agents, law enforcement agencies, or any other third party. Your failure to assist Bank shall be an admission by you that the breach of the Security Procedures was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the Security Procedure from you and not from a source controlled by us. You shall be responsible to the Bank for any expenses or remediation costs related to the breach of the Security Procedures as stated in this Section.

2. **Duty to Inspect.** You shall inspect all Bank Statements, transaction histories, reports, journals, and other material evidencing the output of our Services. You must report all errors, omissions or unauthorized transactions to us for Services performed and indicated in Bank Statements, transaction history, reports, journals, and other material evidencing the output of the Services or otherwise reported to you daily by the close of business on the Business Day following the day on which the Service is rendered. In the event Company fails to notify the Bank within 15 days following the Bank providing or otherwise making available such Bank Statements or information to Company, such failure shall relieve Bank of any liability for such error, omission, or discrepancy; provided, further, that in the case of an erroneous Funds Transfer, Company will be liable for all Losses up to the amount thereof (as well as any loss of interest), which result from Company's failure to give Bank notice or which might have been prevented by Company giving Bank such notice. If Company fails to notify Bank of any such error or discrepancy within thirty (30) days of the date on which such information is first received by or otherwise made available to Company, then Company shall be precluded from asserting such error or discrepancy against Bank.

3. **Company Information.** We may from time to time request financial and other information from you in order to evaluate a continuation of the Service(s) to be provided by us hereunder, to make other determinations regarding aspects of the Service, and/or adjustment of any limits set by this Agreement. You shall provide the requested information immediately upon our request, in the form we require. If you refuse to provide the requested information, or if we conclude in our sole discretion that the credit or other risk is unacceptable, we may terminate the respective Service(s) according to the provisions hereof. You authorize us to investigate or reinvestigate at any time any information provided by you in connection with the Master Agreement or any Service and to request reports from credit bureaus and reporting agencies for such purpose.

4. **Deadlines.** You shall deliver or transmit all data or information to us by the applicable Cutoff Times. We shall have no obligation to process data or perform the Service on the Business Day submitted if the data is not received by us by the specified Cutoff Time.

5. **Payment for Services.** Depending on the Services in which you enroll, you will be charged and you agree to pay the applicable Service Fees as set forth during the enrollment and/or onboarding process, as applicable, or if no such schedule of Service Fees is provided, in accordance with the Bank's then current schedule of Service Fees. We have the right to change our Service Fees from time to time, without advance notice, and apply the new Service Fees to your Accounts. Once you have enrolled, you will be charged the applicable monthly Service Fees whether or not you use the Services. Services may be subject to additional one-time and per transaction fees. In that event, we will

undertake Account analysis by applying earnings credit, if applicable, to your Service Fees to determine a single monthly net Service Fees. We establish the applicable earnings credit rate and will change it from time to time without advance notice. Your net service charge could be zero if such earnings credit exceeds total charges in a given month. If your earnings credit is insufficient to offset the amount due hereunder, the amount is immediately due and payable without demand. Your Treasury Management Sales Representative can provide your current Service Fees at any time upon request. Service Fees charged for Services under the Master Agreement are in addition to any service charges or fees that apply to your Accounts with us, such as, for example, those set forth in the Business Product and Service Fees Schedule and Business Accounts Brochure.

a. You authorize us to deduct all applicable Service Fees from any Account. If you close the Account(s) associated with the Service, Service Fees may be deducted from any other account you or any Affiliate Company with Combined Access maintain with us or any of our affiliates.

b. In addition to the Service Fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Services, our Master Agreement and/or the Software or Equipment made available to you (excluding any income tax payable by us). You are also responsible for the costs of any communication lines used by you and any data processing charges payable to your third parties.

6. Setoff and Security Interest.

a. As security for the full and timely payment and performance of all of your obligations under the Master Agreement, you hereby grant to us a first priority security interest in, and a lien upon, your Account(s). Your failure to satisfy any of your payment obligations to us when due shall constitute a default. Upon the occurrence of a default, and at any time thereafter, and without notice, we may use and apply any and all funds your Account(s) and exercise any and all other rights and remedies available to us by law, in equity or by agreement.

b. Furthermore, Service Fees and other amounts you owe us per the terms of the Master Agreement are a "Debt" as defined in the Deposit Account Agreement. We may set off any amount you owe us against funds we owe you, as further described in the Deposit Account Agreement, in order to obtain payment of your obligations under the Master Agreement.

7. **Data and Information Supplied by You.** You shall transmit or deliver data and other information in the format and on the media as provided for in the Service Terms and Conditions and the Documentation if applicable or as otherwise required by us in conjunction with rendering the Service(s) selected by you. You shall have the sole responsibility of ensuring the accuracy and correctness of the data transmitted. You acknowledge and agree that we shall not examine the data for correctness and we shall not have any responsibility for detecting errors in the data transmitted by you. The data transmitted by you must be legible, correct and complete. We shall not process, and we shall not be liable to you for failure to process, the data if it is not in the format specified by us or if the data is incomplete. We shall not be liable for errors or omissions caused by data that is rejected as the result of your failure to provide the data in accordance with the standards specified in the applicable Service Terms and Conditions and the Documentation.

8. **Remotely Created Checks.** If you use a Service in which you create or deposit a Remotely Created Check, as that term is defined in Regulation CC, you may be asked to complete additional Documentation, and you warrant to us that the person on whose account the Remotely Created Check is drawn authorized the issuance of the Check in the amount and to the Payee stated on the Check. We may, in our sole discretion, limit or prohibit the deposit of Remotely Created Checks into any or all of your Accounts at any time.

9. **Business Purpose.** You will use the Services only for your own internal business use in accordance with the terms of the Master Agreement. FURTHER, YOU REPRESENT AND WARRANT THAT NONE OF THE ACCOUNTS HAVE BEEN ESTABLISHED OR ARE BEING OR WILL BE USED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES (collectively, "**CONSUMER PURPOSES**") AND THAT YOU ARE NOT A CONSUMER UNDER REGULATION E OR THE ELECTRONIC FUNDS TRANSFER ACT OR OTHER APPLICABLE LAWS.

10. **Prohibited Transactions.** You shall not use or attempt to use the Services (i) to engage in any illegal purpose or activity or to violate any Applicable Law, (ii) to breach any contract or agreement by which you are bound, or (iii) to engage in any activity or business that would result in you being or becoming a money service business as defined in the Bank Secrecy Act and its implementing regulations, (iv) to process Instructions, Payment Orders, Entries, or other transactions for or as a Third Party Sender, or Nested Third Party Senders or other third parties, (each as defined in the ACH Origination Service Terms and Conditions below), without first providing a request to Bank in writing, and obtaining prior written approval and executing an additional Service Addendum, or (v) to engage in any transaction or activity that is not specifically authorized and permitted by the Master Agreement.

11. **Representation and Warranties of Company.** Company represents and warrants to Bank that: (a) Company is duly organized, validly existing, and in good standing in the jurisdiction in which Company is organized, and is validly qualified in any other jurisdiction where Company does business and is required to be qualified except where the failure to be so qualified would not have a material adverse effect on Company; (b) the execution, delivery and performance by Company of the Master Agreement, and the use of the Services have been authorized by all necessary entity and organizational action; (c) the persons signing, or otherwise consenting to the Master Agreement or any Authorization and Execution Agreement addendum, on Company's behalf are duly authorized to do so; (d) the Master Agreement represents Company's legal, valid and binding obligation; (e) the execution and performance of the Master Agreement and the use of the Services do not and will not violate in any material respect any Applicable Law, Company's entity governing documents, or any material agreement by which Company is bound; (f) each Account that Company maintains with Bank and all use of the Services are maintained or used solely for a legitimate business or commercial purpose and not for a Consumer Purpose, and (g) the use of the Services does not and will not subject Bank, or Bank's Service Providers, to the privacy and security requirements of the Health Insurance Portability and Accountability Act ("**HIPAA**"), as a "business associate" (as defined in HIPAA or its implementing regulation) or otherwise. Company reaffirms these representations and warranties each time it uses a Service and agrees to promptly notify Bank if any representation or warranty made by Company is no longer true.

B. Notice of Receipt of Funds Transfers. The Bank Statement provided to you by us will notify you of funds transfer payments received by us for credit to the Account(s). You are hereby notified and agree that we shall not be required to provide any other notice to you of such receipt of payments.

C. Our Responsibilities.

1. Our Delivery of Services. We will use commercially reasonable care and good faith in rendering Services under the Master Agreement. You recognize and agree that such care does not mean error free. We will not be liable for failure to provide access or for interruptions in access to our Services due to a system failure or due to other unforeseen acts or circumstances. Subject to Section 1.III.B.2 (Available Funds, Collected Balance and Overdrafts) below, we will have reasonable cause not to honor any transaction or instruction that: (i) exceeds your collected balance and Available Funds on deposit with us; (ii) is not in accordance with any condition indicated by you and agreed to by us; (iii) we have reason to believe may not be authorized by you; (iv) we suspect may be the result of fraud or a scam, even though you have authorized the transaction; (v) involves funds subject to hold, dispute, or legal process preventing their withdrawal; (vi) we receive conflicting information or other instructions regarding; (vii) we believe would violate any provision of a present or future risk control program or Applicable Laws; (viii) is not in accordance with any other requirement stated in the Master Agreement or any Bank policy, procedure or practice; or (ix) is needed for the protection of us or you. If we have reasonable cause not to honor any such transaction or instruction, we may decide in our sole discretion whether or not to honor such transaction or instruction, in each case subject to Section 1.III.B.2 below. A Payment Order is not deemed Accepted by us until we execute it.

2. Available Funds, Collected Balance and Overdrafts.

If there are insufficient Available Funds and/or collected balance in your Account to honor a transaction or instruction, we may, in our sole discretion, honor the transaction or instruction and overdraw your Account, or reject the transaction. In such case, you are responsible for any non-sufficient funds (NSF) charges that apply. Such overdraft is immediately due and payable without notice.

3. Disclaimer of Warranties.

YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED BY US ON AN AS-IS BASIS.

Except as expressly set forth in the Master Agreement, WE MAKE NO, AND HEREBY DISCLAIM ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO YOU OR TO ANY OTHER PERSON AS TO THE SERVICES OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, SUITABILITY OR NONINFRINGEMENT.

a. You agree that no oral or written advice or representation obtained from any bank employee or representative shall create a warranty or representation for purposes of the Master Agreement or any Service to be performed pursuant hereto.

b. We make no representation or warranty, either express or implied, to you as to any computer hardware, Software, or Equipment used in connection with the Services (including, without limitation, your computer systems or related Equipment, your software, or your Internet service provider or its equipment), or as to the suitability or compatibility of our software, Internet delivered service, Equipment or communication interfaces with those that you use, or as to whether any Software or Internet delivered Service will perform in an uninterrupted manner.

c. We will not be responsible or liable for any errors or failures resulting from defects in or malfunctions of your computer hardware or Software, for the quality of performance or lack of performance of any computer Software or hardware or Internet delivered services supplied by us to you in connection with the Master Agreement, or for the transmission or failure of transmission of any information from you to us or from us to you.

D. Limitation of Liability. Unless otherwise required by Applicable Law, WE SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER PARTY FOR CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT OR INCIDENTAL DAMAGES OR LOST PROFITS ARISING OUT OF THE USE BY YOU OF ANY SERVICE EVEN IF YOU, WE OR OUR SERVICE PROVIDERS HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

Notwithstanding any provisions of the Master Agreement to the contrary, the Bank's liability to Company for failure to exercise ordinary care resulting in a delay in executing, improper execution of, or failure to execute a Transfer constituting a Payment Order, shall be limited to an amount equal to interest losses attributable thereto; provided, however, the Bank's liability to Company for any loss or damage arising out of or relating to the Master Agreement or any of the Services that are outside the scope of Article 4A of the UCC, regardless of the form of action, shall be limited to direct damages attributable to the Bank's willful misconduct or gross negligence in performing the Services; provided, further, the amount of the Bank's liability to you will be limited to an amount no greater than the Service Fees actually paid by you and received by us during the twelve (12) month period immediately preceding the date on which the claim first accrued (which shall be determined by the earlier of the date when you first became aware of the claim or the date when, through the exercise of reasonable care, you reasonably should have become aware of the claim).

If we fail to credit an Account utilized in connection with any Service in accordance with the Service Terms and Conditions and Documentation applicable thereto as of the date such credit was due, upon discovery or notification of such error, we will properly credit such Account, but we will not incur any liability therefor except as otherwise provided herein or in the Service Terms and Conditions. You agree to use reasonable efforts to assist us in recovering the amount of any overpayment, expenses or other Losses for which we are liable.

1. If we are obligated to pay interest compensation, our liability for loss of interest resulting from our 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 our option, payment of such interest may be made by crediting the Account.

2. If you transmit a Payment Order or other instruction to us by way of a payment system or other third-party communications system not specifically required by us, the system is deemed to be your agent for that purpose. We are not liable for any discrepancy between the terms you transmit to such system and the terms such third party system then transmits to us.

E. Force Majeure. We shall not be responsible for any Losses resulting from our failure to perform any Service or to perform any other obligations under the Master Agreement and which is caused by an act of God, pandemic, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or event of terrorism, or acts of governmental authority or the Federal Reserve Board; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by you or third parties and their personnel; criminal acts; or generally any cause reasonably beyond our control.

F. Reimbursement. Any reimbursement by us for any Losses hereunder may be made either directly to you or other agreed upon methods. Reimbursement by us does not admit error or other wrongdoing by us.

G. Indemnification.

To the fullest extent allowed by law, Company agrees to indemnify and hold harmless Bank and its respective directors, officers, shareholders, employees and agents (“**Indemnitees**”) from and against any and all Losses that result from or arise out of the Master Agreement, including, but not limited to, (i) any Services performed in connection with the Master Agreement, (ii) our action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by Bank to be a Corporate User, (iii) your breach of any of your covenants, agreements, responsibilities, representations or warranties under the Master Agreement, (iv) Losses incurred by us arising out of your failure to report required changes, transmission of incorrect data to us, or failure to maintain compliance with Applicable Law, or (v) any third party claim arising out of or related to the Master Agreement and your use of the Services; provided, that Company shall have no obligation to indemnify Bank for those Losses to the extent caused directly by our gross negligence or willful misconduct.

IV. PRIVACY AND CONFIDENTIALITY.

A. Our Obligations and Rights.

We shall not disclose or permit access to Confidential Information without your express written consent unless otherwise required to carry out the purposes of the Master Agreement or as required or permitted by Applicable Law or the Deposit Account Agreement. We will protect Confidential Information and share it only with persons required to have access thereto for the performance of the Master Agreement, or to any other party to which we may be required by Applicable Law to report such information, or otherwise in accordance with the terms of the Deposit Account Agreement. We reserve the right to use Company Information to conduct analytical research activities. For this purpose, we will be able to provide Company Information to third parties, in the understanding that such third parties will: (i) implement and maintain appropriate procedures to ensure the security and confidentiality of the information provided to them; and (ii) agree in writing to protect the confidentiality of such information and not to use it or disclose it except as necessary to perform such analytical research activities.

B. Your Responsibilities for Confidentiality. You agree to hold confidential and to use only in connection with the Service provided under the Master Agreement all information furnished to you by us or by third parties from whom we have secured the right to use the Service, including, but not limited to, our product and service pricing structure, system design, programming techniques or other unique techniques. In addition, should you at any time receive or acquire any information relating to another of our companies, you shall promptly return such information to us and not reveal such information to any other party and shall not make use of such information for your own benefit. You agree that any specifications or programs developed by us in connection with the Master Agreement or supplied or made available to you by us or our Service Providers are our or our Service Providers’ exclusive property, and you further agree that such material shall not be copied or used in any manner or for any purpose without our express written consent.

C. Remedies. In the event of any breach of the obligations under this Section 1.IV, 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.

V. TERMINATION AND SUSPENSION.

A. Generally. Either party may terminate any Service, or terminate the Master Agreement which will terminate all Services, without cause upon no less than forty-five (45) days prior written notice to the other party.

B. By Bank. We reserve the right to terminate or suspend the Master Agreement or any Service, or the access of any Corporate User immediately, without notice to you, if any of the following occurs: (i) you become insolvent or file, or have filed against you, any bankruptcy or other insolvency, reorganization, liquidation or dissolution proceeding of any kind; (ii) a material adverse change, in our reasonable judgment, occurs in your business or financial condition, or we otherwise reasonably believe the Bank will suffer a Loss if the Agreement or Service is not suspended or terminated; (iii) we believe that you have engaged in fraudulent, unauthorized, or illegal activity; (iv) you fail to maintain balances in Accounts sufficient to cover overdrafts or proper funding for any banking activities; (v) you violate the terms and conditions of the Master Agreement, the Deposit Account Agreement, or any financing arrangement with us; (vi) you violate Applicable Law; (vii) you fail to provide financial information reasonably requested by us; (viii) we determine it is impractical or illegal to provide any Service because of changes in Applicable Law; (ix) we, in good faith, are unable to reasonably determine that Services have been properly authorized by you; (x) we, in good faith, believe that the security of the Service(s) or an Account has been or is at risk of being compromised; or (xi) we believe it is required by Applicable Law. Notwithstanding any termination, the terms of the Master Agreement shall apply to (a) all transactions which have been initiated prior to termination and- (b) your payment obligations with respect to such transactions. See also the Deposit Account Agreement, for additional information on when and why we may decline or prevent any or all transactions to or from your Account, or refuse, freeze, reverse or delay any specific Instruction or Payment Order to or from your Account in order to protect Company or the Bank.

C. Reservation of Remedies. Our election to terminate the Master Agreement is in addition to any and all other remedies that may be available to us and will not affect any obligations you may have to us. Any reinstatement of a Service under the Master Agreement will be at our sole discretion and must be agreed upon in writing by our authorized representative.

VI. ADDITIONAL PROVISIONS.

A. Notices and Hours.

1. **Electronic Notices.** We may deliver to you any required disclosures and other notices concerning these Services or your Accounts by e-mail or other Electronic means we deem appropriate, as further described in Section 1.VI.D. below. You may use e-mail to contact us about inquiries, maintenance and/or some problem resolution issues; provided that any such inquiries will not be effective as notices to us unless and until we have received such notice and confirmed receipt to you. In all other types of notices you agree to notify us in writing by either hand delivery or nationally recognized overnight courier, and such notice will be effective upon receipt by Bank; provided that any notice sent by Company terminating the Master Agreement or any Service shall be rendered ineffective if Company uses or avails itself of any such terminated Service after the date of termination contained in any such notice. E-mail may not be a secure method of communication. Thus we recommend you do not send Confidential Information by e-mail. We are not responsible for any Losses you incur from the interception of any information relating to your use of the Services or any transactions if you use regular email. We are entitled to a reasonable amount of time to act on notice or other communication we receive from you, which shall be no less than a full Business Day after receipt.

2. There may be times when you need to speak with someone immediately (especially to report a lost or stolen Password or other Security Device). In these cases, **do not use e-mail**. Instead, you should contact Byline Bank customer service at: 312-660-5811.

3. **Hours of Operation.** Our representatives are available to assist you during business hours. We are entitled to treat as authentic any notice we believe in good faith to be genuine or to have been signed or authorized by you or your authorized representative.

4. **Recording; Records Conflict.** You agree that we may monitor, record and retain telephone and electronic communications and other data transmissions in connection with the Services at any time without further notice to you or any party to the communication, as further described in the Deposit Account Agreement. Our records as to the Master Agreement, the Services and any transactions or other communications related hereto will control in the event of any conflict with your records.

B. Changes in Terms and Other Amendments. We may amend the terms of the Master Agreement, including but not limited to modifying the terms of the Master Agreement, including but not limited to any Service Terms & Conditions, service or feature, in whole or in part, or the Service Fees and charges for Services listed or any supplemental agreement at any time in our sole discretion without notice to you, except as otherwise set forth in the Master Agreement or as required by Applicable Law. Any notice may be given in writing or as Electronic notice to you. Your continued use of the Services shall constitute your agreement to such amendment. No amendments requested by you shall be effective unless received in writing by us and agreed to by us in writing.

C. Check Samples, Forms Approval and Service Implementation. We reserve the right to approve the form of your Checks, deposit slips and similar documentation. Prior to initiating a new Account or Service, or at any other necessary time, you agree to provide all information and conduct any test that we may reasonably request, including, without limitation, signature cards, transmissions, business resolutions and other documents. We may also request samples of your Checks, deposit slips and similar documents to ensure, in our sole discretion, whether such documents meet our quality control and processing standards. In the event that we determine that any document or test does not meet our specifications, we will so advise you. You acknowledge that Services will not commence or continue until such time as an approved document or test is provided to us and determined by us to be satisfactory. You shall be responsible for initial product installation, whether or not we provide telephone or on-site installation support.

D. Our Electronic Communications to and with You.

1. We will never contact you by e-mail, or SMS text message in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information. In the event you receive a phone call, e-mail or other electronic communication that you believe, or have reason to believe, is fraudulent, you should not respond, provide any information to the sender/caller, click on any links in the e-mail or text message, or otherwise comply with any instructions. You should call your Treasury Management Sales Representative, or Byline Bank customer service at: 312-660-5811.

2. **Electronic Records and Signatures.**

- a. **Communications.** Notwithstanding any other provision of the Master Agreement or any other agreement between you and us, and subject to the exclusion in paragraph (e) of this Subsection below, any Communication, including such Communications required to be written or in writing, may at our option be: (i) in the form of an Electronic record; (ii) signed or executed using Electronic signatures; (iii) and executed in as many counterparts as necessary or convenient, including both paper and Electronic counterparts, but all such counterparts are one and the same Communication. For the avoidance of doubt, the authorization under this Subsection may include, without limitation, use or acceptance by us of a manually signed paper Communication which has been converted into electronic form, or an electronically signed Communication converted into another format, for transmission, delivery and/or retention.
- b. **Your Communications.** Sometimes the law, our agreement with you, or instructions we provide to you, will require you to give us notice or another Communication in writing. You must still provide these Communications to us on paper, unless we separately agree, either in the Master Agreement or otherwise, to receive them Electronically.
- c. **Electronic Signatures.** You acknowledge and agree that by executing any such Electronic Communication with an electronic signature, you will be bound to the terms and conditions of such Communication as if it had executed a paper copy of such Communication with a "wet ink" signature. You further acknowledge and agree that an electronic or printed copy of such electronically executed Communication (together with any applicable screen captures or other records evidencing your electronic signature) will be admissible in court as evidence of your agreement to or acknowledgement of the terms and conditions contained therein to the same extent as if a Communication containing a "wet ink" signature had been produced.
- d. **Communication Format, Delivery and Retention.** All Electronic communications that Bank provides to Company will be available to review, download, and print either (a) by posting to Business Digital Banking, (b) via hyperlink, e-mail, e-mail attachment, or SMS text message (or a combination thereof); (b) by posting to a Website with notice provided to Company in an e-mail or SMS text message when the communications are available; (c) by posting on a Website that Bank designates for that purpose; or (d) by requesting Customer to download a PDF. It is your responsibility to log in (if needed), review, and print or download these Electronic communications if you wish to maintain a copy for your records. A notice to Company will be effective when we post

any such notice or send such notice to any postal address, email address, or SMS text message address (including a mobile telephone number) you or a Corporate User have provided to us. We shall be deemed to have sent, and Company shall be deemed to have received, any such Communication upon posting or sending such email or text message regardless of whether Company actually receives, views, or prints such email or text message and even if we have notice that you did not login to Digital Banking or that the email or text message was undeliverable.

- e. **Paper Documents; Wet Signatures.** You acknowledge that we are under no obligation to (a) authorize the use of an Electronic record or signature, or (b) accept an Electronic record or signature, with respect to any Communication. We may require that you provide (a) paper documents, (b) a manually signed paper document, or (c) provide additional documentation or information relating to authentication of any Electronic signature.

E. Auto-Dialed, Prerecorded, and Artificial Voice and/or SMS Text Messages. By providing us with a telephone number (including a mobile telephone), you consent to receiving calls and messages, including pre-recorded, artificial voice calls, and auto-dialed SMS text messages, and text messages from us, our affiliates, and service providers (and from Zelle® or Payment Network Operator if enrolled in that Service) at that number for our everyday business purposes. Our everyday business purposes include, for example, identity authentication (including Secure Access Codes), Alerts, Zelle® messages and transfers, and other servicing and informational purposes. You represent that you are the owner of the telephone number or you have the delegated legal authority to provide this consent on behalf of the owner of the telephone number. Standard telephone minute and text charges may apply. For additional information on opting out of auto-dialed SMS text or auto-dialed and pre-recorded or artificial voice messages, see Sections 2.I.D.7 (OOBA) and 9.II.C.iii (Consent to Emails and Automated Text Messages)

F. Instructions.

1. For some Services, you may authorize us to honor your request to give us oral or written Instructions regarding the Service. We may in good faith rely on such oral or written Instructions or call-back verifications that purport to come from a Corporate User without independent verification by us.

2. You may elect to send or receive Instructions or reports from us related to Services via Electronic transmission. You acknowledge that such Electronic transmissions are an inherently insecure communication method due to the possibility of error, delay and observation or receipt by unauthorized personnel. We may rely in good faith on your 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 you. Should you elect to send or receive Electronic transmissions to or from us, you assume all risks, and we shall not be liable for any Losses that result from the nonreceipt, disclosure or alteration of any such Electronic transmission.

3. By utilizing the Services available under this Master Agreement, you will be entitled to authorize various transactions electronically that otherwise would require written authorization. In addition, you may have Accounts that require multiple signers to execute transactions. You agree that we are authorized to complete each transaction initiated electronically by means of the Internet, including but not limited to, Transfers, debit payments and issuances of Checks or Electronic payments other transactions or Instructions using the Services over Business Digital Banking.

G. Risk Assessment and Audit.

1. You may be required to complete an annual risk assessment, on a form provided by us, in order to use certain Services. We may terminate those Services immediately if you fail to conduct the risk assessment and provide the results to us or if your risk assessment demonstrates weaknesses.

2. During the term of the Master Agreement and for a period of two years thereafter, we, and any third party representatives designated by us, including bank regulatory agencies, independent auditors and forensics experts, shall have the right, upon reasonable prior notice to you (except in the event of fraud, unauthorized access to Accounts or any other circumstance where delay could result in loss to you, in which case this right shall be immediate), to audit your books, records, systems, IT infrastructure, internal controls, computers and procedures to the extent necessary to verify your compliance with the terms of this Master Agreement, including compliance with Applicable Law and, as applicable, NACHA and other Operating Rules, which may include, in our sole discretion and with reasonable notice, the right to enter onto the premises of your business for such purpose.

H. Data Retention and Disclosure. You acknowledge that we may have certain legal record keeping and reporting requirements with respect to Services and consent to our disclosure to governmental authorities of information concerning you and Services provided to you, which we believe to be appropriate or necessary to fulfill such legal requirements.

I. Governing Law. The Master Agreement shall be construed in accordance with federal law and to the extent not pre-empted by federal law, by the laws of the State of Illinois, without regard to its conflicts of laws rules. The exclusive situs of any litigation involving this Master Agreement shall be in the state court located in Cook County, Illinois, or if federal jurisdiction is available, the U.S. federal courts located in Cook County, Illinois.

J. Dispute Resolution.

1. **Jury Waiver.** THE PARTIES TO THE MASTER AGREEMENT EACH IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

2. **Costs.** You agree to pay all attorneys' fees, costs and expenses we may incur in collecting any sums you owe to us for overdrafts, charge-backs, Service Fees or otherwise or in enforcing any rights we may have under the terms of the Master Agreement or Applicable Law with respect to your Account(s) or the Services rendered by us under the Master Agreement. You also agree to pay all attorneys' fees, costs and expenses that we may incur as the result of defending any claim or action made against us by you, or on your behalf where we are found not to be liable for such claim.

K. Miscellaneous.

1. **Agreement Retention.** We will keep a copy of your Authorization and Execution Agreement electronically. If you execute the Authorization and Execution Agreement, it and other Documentation are available for you to save immediately after execution. If you need a copy of the Digital Banking & Treasury Management Agreement, the Authorization and Execution Agreement or other Documentation, you may contact your Treasury Management Sales Representative.

2. **Headings.** The headings and captions contained in the Master Agreement are included only for convenience of reference and do not define, limit, explain, or modify the Master Agreement or its interpretation, construction, or meaning.

3. **Severability.** The holding of any provision of the Master Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of the Master Agreement, which shall remain in full force and effect.

4. **Waiver.** No waiver by us (whether or not in writing) of any term, condition, or obligation of yours under the Master Agreement shall bind us to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.

5. **Binding Effect.** The Master Agreement shall inure to the benefit of and be binding upon the successors, heirs, trustees, and permitted assigns of the parties hereto.

6. **Entire Agreement.** The Master Agreement and the Documentation constitute the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Master Agreement.

7. **Transfers and Assignments.** You cannot transfer or assign any rights or obligations under the Master Agreement without our written consent. We may assign our rights and delegate our duties under the Master Agreement to a company affiliated with us or to any other party.

8. **Relationship of Parties.** The relationship between us is that of an independent contractor and this Master Agreement does not establish or create a general agency, joint venture, partnership, or employment relationship between them.

L. Survival. Section 1.II.E (Compliance), Section 1.III (Parties' Responsibilities), Section 1.III.B.2. (Available Funds, Collected Balance and Overdrafts), Section 1.III.D (Limitation of Liability), and Section 1.III.F (Indemnification), Section 1.IV (Privacy and Confidentiality), Section 1.VI.G (Data Retention and Disclosure), 1.VI.H (Governing Law), 1.VI.I (Dispute Resolution), and 1.VI.J (Miscellaneous), and Section 1.VII (Combined Access Use of Services), and all other terms which by their nature contemplate performance after termination will survive termination of the Master Agreement.

VII. COMBINED ACCESS USE OF SERVICES

A. Affiliate Services. Under the terms of the Master Agreement, Bank may provide multiple Companies who are Affiliates with Combined Access to the Services. For the avoidance of doubt, "Company" or "Companies" includes any Affiliates designated in the Authorization and Execution Agreement or otherwise enabled to and using the Services through Combined Access; provided, that the term "Lead Company" will be used to refer to the entity signing the Authorization and Execution Agreement as "Company" and the term "**Affiliate Company**" will be used for any entity designated in the Authorization and Execution Agreement as an "Affiliate" in cases where a distinction must be made in the Master Agreement. Each Affiliate Company hereby authorizes Lead Company to act as agent for such Affiliate Company in connection with any and all matters relating to the Master Agreement, including, without limitation, designating the Corporate Administrator, adding, removing and otherwise administering Services and originating Transfers and other transactions, issuing Instructions, transmitting deposit data, executing the Authorization and Execution Agreement, terminating the Master Agreement, agreeing to modifications and amendments to the Master Agreement, and receiving notices under the Master Agreement (which will be effective against the Affiliate Companies, even if such notices and communications are sent only to Lead Company). Any and all such actions by the Lead Company shall be binding on the Affiliate Companies. Bank may conclusively rely on Lead Company's authority to act for itself and to bind the Affiliate Companies with respect to the foregoing. Lead Company agrees to notify the Affiliate Companies of any such notices received, agreements made, and actions taken on behalf of any such Affiliate Company. Notwithstanding Lead Company's authority to act on behalf of Affiliate Company, Affiliate Company may act on its own behalf regarding matters relating to the Master Agreement, and Bank, in its discretion may (but is not required to) send notices and communications to Affiliate Company.

B. Combined Access. The Bank may provide a Corporate User authorized on behalf of Lead Company and/or any Affiliate Company or Companies with Electronic access to the Services and Accounts using a single set of Security Devices to use the Digital Banking Services. The Bank may provide the multiple Companies with Electronic access to the Services and Accounts using the same Security Devices to use the Digital Banking Services. Lead Company may request, and subject to the terms hereof, Bank may permit the Security Devices and Company identifier assigned by Bank to Lead Company and other access credentials for use of Services assigned to or designated as belonging to Lead Company (collectively, the "**Access ID**") to be used by Lead Company and the Affiliate Companies for purposes of conducting transactions and using the Services (collectively, "**Combined Access**"). Each Company acknowledges and agrees that (i) Bank may rely and act upon any and all communications or Instructions it receives through Digital Banking under Lead Company's Access ID with respect to such Company's Accounts as communications or Instructions of such Company, and Bank's reliance shall not constitute negligence or willful misconduct; (ii) such Company shall be bound by (A) the use of the Services made through the Lead Company's Access ID with respect to the Accounts of such Company, (B) all communications or Instructions Bank receives through Digital Banking Services under Lead Company's Access ID with respect to the Accounts and Services of such Company, (C) all transactions resulting from such communications or Instructions, including, without limitation, Transfers and other disbursements from such Company's Accounts, and (D) all other actions taken by Bank with respect to such communications or Instructions; (iii) Bank shall have no liability or responsibility to notify an Affiliate Company of any other entities with which Lead Company shares its Access ID; and (iv) only the Corporate Users of each Company will use the Services and conduct transactions and issue Instructions using the Access ID with respect to the Accounts of such Company. Each Company understands and agrees that the use of the Services affecting each of such Company's Accounts may be reflected on certain records of Bank as initiated by Lead Company using the Access ID assigned to Lead Company and not as having been initiated by such Company.

C. Indemnity. In addition to any other indemnification obligations set forth herein, Lead Company agrees to indemnify Bank for any and all Losses that Bank may suffer or incur in connection with providing the Services to the Affiliate Companies or any other matters related to

the Master Agreement, except for Losses attributable to Bank's gross negligence or willful misconduct. In addition, Lead Company agrees that it is liable to Bank for each Affiliate Company's performance under, and compliance with, the terms of the Master Agreement (including, without limitation, the payment of Service Fees and any overdrafts of any kind or other amounts owed to Bank for the initiation of any ACH, wire, or other Transfer or transaction), and with regard to such performance and compliance by any Affiliate Company, Bank may enforce the Master Agreement directly against Lead Company without first being required to seek enforcement against any Affiliate Company.

D. Representations and Warranties. Notwithstanding any documentation previously submitted to Bank to the contrary, the Lead Company hereby represents and warrants to Bank that each Affiliate Company is an Affiliate of Lead Company, and that Lead Company has all necessary power and authority to act for and on behalf of each Affiliate Company in connection with the Master Agreement, the Services and Accounts. Each Affiliate Company hereby represents and warrants to Bank that it is an Affiliate of Lead Company, and that all necessary action was taken by the Affiliate Company's governing body to provide Lead Company all necessary power and authority to act on behalf of Affiliate Company in connection with the Services and Accounts of such Affiliate Company as contemplated by the Master Agreement. Each Company represents and warrants to Bank that (i) the execution and delivery of this Master Agreement has been authorized by all necessary corporate action and does not violate any provision of Applicable Law applicable to such Company, or any provision of such Company's organizational documentation or any other agreement binding upon such Company, and (ii) the person(s) executing and delivering the Master Agreement for and on behalf of such Company are duly authorized to do so. Each Company agrees that Bank's reliance and actions taken based on the foregoing representations and warranties do not constitute negligence or willful misconduct. Further, each Company hereby agrees that Bank will not be liable and such Company shall not sue or otherwise make claims against Bank for or on account of any claim for damages arising out of or relating to Bank allowing the arrangements contemplated by this Master Agreement, including any fraudulent activity or Instructions resulting from or relating thereto, except to the extent caused by Bank's gross negligence or willful misconduct.

E. Additional Affiliate Companies. Each Affiliate Company hereby acknowledges and agrees that, from time to time, the Lead Company may, without notice to or consent of the Affiliate Companies: (i) join additional entities ("**Additional Affiliate Companies**") as parties to the Master Agreement by duly completing and executing (on behalf of itself and the Affiliate Companies) an addendum to the Master Agreement, at which time, such Additional Affiliate Companies shall have the same rights and obligations as the Affiliate Companies, and the Lead Company shall have the same obligations with respect to such Additional Affiliate Companies as it has for the Affiliate Companies; and/or (ii) subscribe to additional services ("**New Services**") via an additional Services Addendum in a form acceptable to Bank signed by the Lead Company (on behalf of itself and the Affiliate Companies, including any Additional Affiliate Companies), at which time such New Services shall also constitute Services under the Master Agreement.

SECTION 2. ONLINE BANKING TERMS AND CONDITIONS

I. ACCESS TO SERVICES.

A. Scope of Service. The Business Online Banking Service consists of an online banking Website that provides a complete array of financial services to our business customers. The following services and functions include, but are not limited to: Reporting, Loan Draws and Payments, Downloads, Internal Transfers, Bank-to-Bank Transfers, Stop Payments, and Electronic Copies of Statements (also referred to as "eStatements"). If enrolled in Bill Payment, these additional functions are available: One Time, Recurring, and Expedited Bill Payments. Account alerts are also available upon enrollment. Business Online Banking and any of the foregoing are deemed to be "Services" under the terms of the Master Agreement.

Any Services that are governed by the Master Agreement and accessible through Business Online Banking are subject to the terms in these Online Banking Terms and Conditions.

We may add or remove certain features and/or functionality available from time to time for Business Online Banking or any of the Services at our sole discretion. You acknowledge and agree that the Business Online Banking Service is provided by a Service Provider selected by us, and that both the Service Providers and the Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Service Provider is an independent contractor providing software and data transmission services and is not the agent of you or us.

B. Availability. You may use the Services 7 days a week, 24 hours a day, although some or all features may occasionally be unavailable due to emergencies or scheduled system maintenance. We are not liable under the Master Agreement for failure to provide access due to a system failure or emergency or due to other unforeseen acts. We may modify, suspend, or terminate access to the Business Online Banking Service in whole or in part at any time and for any reason without notice or refund of Service Fees you have paid.

C. Equipment Requirements.

In order to use the Services, you must have a Device with Internet connection capability, certain Software, and related Equipment. You also must have the type of Internet access required by the Equipment and or Software. The latest browser version and operating system are highly recommended and may be required by us as earlier versions may not perform properly or have the latest security. You are and will remain solely responsible for the purchase, hookup, installation, loading, operation and maintenance of the Equipment, Software, and the Internet access service to your Device, and for all related costs. You are solely responsible for virus protection and maintenance of your Device. We shall have no responsibility for failures, interruption or other defects in the Services, which are occasioned by incompatible, improperly installed or improperly maintained Equipment and Software. We may add to, modify, or replace Software programs used in conjunction with providing the Services under these Service Terms and Conditions or at our sole discretion, and without notice provided the Services rendered to you are not substantially negatively affected or obligations altered.

D. Online Security and Security Procedures.

1. **Internet Disclaimer.** For any Service utilizing the Internet, we do not and cannot control the flow of data to or from our network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). We cannot guarantee that such events will not occur.

2. Security. We will regulate access to the Service through the use of Security Procedures. You acknowledge that any individual with knowledge of the Security Procedures will be able to access the Service.

3. Corporate Administrator and Corporate Users. The Corporate Administrator named in the Authorization & Execution Agreement or otherwise named for the Services, may appoint Corporate Users to act on your behalf in the delivery and use of the Services, and in accessing and transacting in Accounts of Lead Company and all Affiliate Companies, and in entitling other Corporate Users. Subject to the rights of Authorized Signers as Corporate Users with full authority, Corporate Users may act on your behalf as established by the Corporate Administrator using the Services. You assume any and all liability arising from the use or misuse of the Services or Accounts by Corporate Users. We are not responsible for monitoring the authorities to Accounts and Services available through Digital Banking granted by the Corporate Administrator to the Corporate Users (or by other Corporate Users with authority to add or change entitlements of Corporate Users). You may revoke the authority of, or change the Corporate Administrator at any time, upon prior written notice to us and the execution of an additional addendum to the Authorization and Execution Agreement. Such revocation shall not be binding upon us until we have received all required Documentation and have had a reasonable opportunity to act, which in any case shall be no less than 5 Business Days.

4. Internet Security and Privacy Information. We understand how important privacy is to our customers. We have taken steps to help maintain the security and privacy of your personal and financial dealings with us utilizing a comprehensive security strategy to protect your Accounts and transactions conducted over the Internet.

5. Protecting Your Account(s). We use multi-factor authentication to help prevent unauthorized access to Accounts. Multi-factor authentication can help prevent access by someone who may have stolen your login credentials.

6. Passwords. You will be assigned a temporary Password that you must change when you first login. We may, but are not required to disable Passwords of Corporate Users even without receiving notice from you if we suspect that Passwords are being used in an unauthorized or fraudulent manner.

7. OOBA. We may require the use of OOBA for multi-factor authentication in connection with each login, to conduct a transaction, obtain information, and use of certain features and Services, in our discretion. This second factor is a one-time code generated by the Service Provider and delivered to you. The code can only be used once to provide a authentication. OOBA may also be referred to as a "Secure Access Code." OOBAs or Secure Access Codes are auto-dialed SMS text messages and auto-dialed, pre-recorded or artificial voice calls and are sent for security purposes. If a Corporate User chooses to opt-out of receiving OOBAs or Secure Access Codes, that Corporate User will not be able to complete the requested activity, which may include logging in to Online or Mobile Banking. If all Corporate Users opt out of receiving OOBAs or Secure Access Codes, you will not be able to complete the activity or use Digital Banking. If you have any questions, call us.

For Business Banking Customers, You may text the word STOP to 86434. To re-enroll in Secure Access Codes, text START to 86434. You can also text the word HELP to 86434 to get additional information.

For Commercial Banking Customers, You may text the word STOP to 20736. To re-enroll in Secure Access Codes, text START to 20736. You can also text the word HELP to 20736 to get additional information

8. Tokens. Tokens may be used for certain transactions. The generated code can only be used once to provide authentication. A different code will be generated by the Token each time it is used. We will issue a designated number of Tokens to be assigned to Corporate Users. We shall have no responsibility for ensuring compliance with the procedures you develop for protecting the security of the Tokens.

a. You are responsible for tracking Tokens issued to Corporate Users. In particular, you must confirm that the Tokens are kept safe and secure, in your possession and or the possession of your Corporate Users at all times and that Corporate Users do not share Tokens or permit them to be copied, reverse engineered or otherwise tampered with. Further, you and your Corporate Users must not use the Tokens for other than for the purpose of identifying themselves to us in relation to transactions, and you may not transmit or otherwise send the Tokens to any other unauthorized party.

b. If you suspect any impropriety on the part of a Corporate User in connection with use of a Token or if a Corporate User with a Token is leaving your employment or engagement, you must take immediate steps to ensure that the Corporate User is prevented from further access to Accounts, including recovery of and returning the Token to us, or reassignment of the Token issued to the relevant Corporate User in such manner as we designate. WE WILL NOT BE LIABLE TO YOU OR TO THIRD PARTIES FOR ANY LOSSES WHATSOEVER ARISING FROM UNAUTHORIZED USE OF TOKENS.

9. Alerts.

a. We provide required security alerts ("**Required Security Alerts**") and optional alerts ("**Optional Alerts**") (Required Security Alerts and Optional Alerts are collectively referred to as the "**Alerts**") via email, Secure Message, and with your consent, via voice, push notification, and/or SMS text ("Text") message through a Mobile Device. Company agrees that the Bank provides Alerts only as a courtesy and not as a replacement of or substitution of any Services. Company acknowledges and agrees that it is Company's responsibility to access Business Online Banking or the applicable Services in order to view transactions and information regarding activity in Business Online Banking or an Account, and otherwise take appropriate action in reaction to any such Alert and in compliance with the terms of the applicable Service. Company's receipt or lack of receipt of any Alert has no effect on the validity of transactions or information.

b. As part of your enrollment in Digital Banking, we automatically send Required Security Alerts to your email address, following certain Account or Digital Banking activities. You do not need to activate Required Security Alerts. However, you may change or add delivery channels.

c. Optional Alerts include optional security alerts and customizable account, history, and transaction alerts. Certain Optional Alerts must be activated by you. You will be presented with additional terms and conditions before you activate Optional Text message and voice Alerts.

d. All Alerts are subject to the following: We may add new Alerts from time to time, or cancel existing Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. To change your delivery preferences, log into Digital Banking and visit Alert Settings. You represent that you are the owner of the email address and/or mobile phone number you provide or that you have the delegated legal authority

to act on behalf of the owner of such email address and/or mobile phone number. If your email address or your mobile phone number changes, you are responsible for immediately informing us of that change. You understand and agree that your Alerts may be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the content of any Alert. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any Alert; for any errors in the content of an Alert; or for any actions taken or not taken by you or any third party in reliance of an Alert. Because Alerts are not encrypted, we will never include your Password or full Account number. However, Alerts may include your name and some information about your Accounts. Depending upon which Alerts you select, information such as your Account balance may be included. Alerts may be delivered at any time of the day or night and you specifically consent to receive such Alerts between the hours of 9 pm and 8 am your local time.

10. Separate Device. We highly recommend that you utilize a separate Device to access the Services. To help with managing virus and other malware issues, the Device used to access the Services should not be used for e-mail services or web browsing.

E. Secure Messaging.

You may communicate with us using the secure messaging feature (“**Secure Messaging**”). We may post messages for you through Secure Messaging. We may also notify you by email or, at your election, SMS text or voice call that a new message has been posted. You will be deemed to have “received” the message upon receipt and opening of the e-mail message, or by the next Business Day after we post it to Digital Banking and send you a notification of availability, whichever occurs earliest. We may not immediately receive messages that you send and we will not take action based on any requests until we actually receive your message and have had a reasonable opportunity to act. Therefore, you should not rely on Secure Messaging if you need our immediate attention. In such cases, you should contact the Bank immediately by calling 312-660-5811.

II. FUNCTIONS.

A. Account Access.

1. Account Portfolio. You may request and receive all Account information about one or more specified Accounts, including the Account balance information, the status and description of any transactions, including debits, credits or charges related to the Account, the Account history, and all other information about activity associated with the Account(s). Such Account information provided to you as part of the Service is not the official record of your Account. Depending upon the Service features that Company selects, Company will have access to Account and transaction information on a prior Business Day or intraday basis, or both. Account information changes frequently and is subject to updating, verification and correction. Bank assumes no responsibility for Company’s reliance on any Account or Service information reported on an intraday or prior day basis that is subsequently updated, verified or corrected.

2. Loan Draw. You may draw funds from your Loan Account with the Bank’s approval and/or subject to completion of any appropriate Documentation required by us.

3. Loan Payments. You may make scheduled loan payments to a Loan Account from a deposit Account, provided that the Corporate User has access to both Accounts and with the Bank’s approval for use of this feature. However, loans may NOT be paid off in full. Please contact your loan officer for a complete payoff letter and to make other arrangements for the loan payoff.

4. Account Information Download. You may export the Account information from the Account(s) to which you have access through Business Online Banking in a number of different formats that will then be available for import into various computer programs.

B. Stop Payments on Checks. You may request through Online Banking that we stop payment of any Check (“**Stop Payment Request**”) drawn on an Account to which the Corporate User making the Stop Payment Request has access through Business Online Banking and which has not cleared the Account. A Stop Payment Request must specifically identify the Item subject to your request and must be received by us before the 6:00 PM Central Time Cutoff Time on a Business Day in order for us to treat it as received on that Business Day. If we receive your request on a non-Business Day or after the Cutoff Time on a Business Day, we will treat the Stop Payment Request as if it was received on the next Business Day. Other terms and conditions that apply to all Stop Payment Requests are set forth in the Deposit Account Agreement. By initiating a Stop Payment Request with respect to a Check, in addition to your other indemnification obligations in the Master Agreement you agree that you will indemnify and hold us harmless from and against any and all Losses arising in connection with our refusal to pay such a Check. Unless renewed, a Stop Payment Request will remain in effect for a period of 180 calendar days, and then expires. Bank has no obligation to comply with an expired Stop Payment Request and no notice will be provided to you that a Stop Payment Request is expiring. If you want to cancel the Stop Payment Request, you must cancel it in writing and deliver it to us through Secure Messaging, at one of our branches, or through the mail. Your Instruction to cancel a Stop Payment Request is not effective until we have a reasonable opportunity to act on it. You understand that you will incur a fee in the amount specified in our current Fee Schedule for each Stop Payment Request.

C. Account Transfers.

1. Internal Transfers. You may Transfer Available Funds from one deposit Account to another deposit Account, including across different Companies’ Accounts who share Combined Access.

2. Bank to Bank Transfers. We offer the ability to electronically Transfer money from bank to bank using the recipient’s account information. You may make Transfers from your Account to your, your Affiliate’s, or a third party’s deposit accounts at another financial institution (“**Bank to Bank Transfer**” or “**External Transfer**”).

- a. Through the External Transfer Service, you may initiate one-time transactions in which a single electronic Transfer is issued upon advance Instruction, or recurring Transfers in which multiple Transfers are made upon a single advance Instruction.
- b. The External Transfer Service is available for previously enrolled customers. It is not available for new enrollment.
- c. You agree that the methods of electronic external Transfer are reasonable. You acknowledge that we will not be liable for any late payment charges or other charges due to any delayed or lost transfers, and we shall not be liable for any Losses due to causes beyond our control. You are responsible for all Transfers initiated through the Service authorized or made from the Account, including inadvertent, unintentional or mistaken Transfers. You are also responsible for any costs to us related to the use of, or access to, the Account by a third party.

3. Timing of Transfers. Such Transfers will be deducted on the date you instruct us to process them. Each Transfer will be deemed your Payment Order. Internal Transfers scheduled to be sent the same day will be processed real time (or near real time). For other Transfers, if the date you schedule a Transfer falls on a non-Business Day, we will process your Transfer the next Business Day. We may refuse to act on your Transfer instructions if sufficient Available Funds, including credit available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer.

4. Processing Transfers. We can initiate processing a Bank to Bank Transfer until the Cutoff Time. If you request a Bank to Bank Transfer after the Cutoff Time or on a non-Business Day, the Transfer will be processed the following Business Day. If you schedule a Transfer for a future date, we will process the transaction to be effective on the date designated. If a Transfer that is part of a Recurring Transfer Instructions is scheduled on a non-Business Day, we will process the Transfer on the next Business Day. You are responsible for all Service Fees and expenses related to the Bank to Bank Transfer Service resulting from insufficient funds in the Account.

5. Payment Requirements. You are fully obligated to us to provide sufficient funds for any Transfers you make or authorize to be made. If there are insufficient Available Funds in your Account to make a Transfer, we may refuse to make the Transfer or we may make the Transfer and overdraw your Account. In either event, you are responsible for any non-sufficient funds (NSF) charges that may apply. If we send a Transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may, at our discretion, attempt to reverse the transaction. In either case, you agree that you will reimburse us immediately without demand or notice for the Transfer amount and that such amount is a "Debt." If we refuse the requested Transfer due to insufficient funds, your Bank to Bank Transfer access may, in our discretion, be suspended, in which case no pending or future dated Bank to Bank Transfer Instructions will be processed.

6. Canceling Transfers. You may submit an Instruction to cancel a pending Transfer; however, we have no obligation to do so once we have Accepted your Instruction for a Transfer. We may cancel the Transfer if we receive your Instruction to cancel prior to the Cutoff Time and prior to our execution of the Transfer. If we do not receive your Instruction to cancel a Transfer before that time, we may process the Transfer.

7. Overdrafts: Order of Payments, Transfers, and Other Withdrawals. If funds are withdrawn from any of your Accounts by means of electronic funds transfers, other than through Business Online Banking, on the same Business Day as a Business Online Banking transaction, and if the Account contains insufficient Available Funds to cover both the electronic funds transfer(s) and the Business Online Banking Transfer(s) to be made, then the electronic funds transfer(s) will have priority and the Business Online Banking Transfer(s) will be refused or may be executed at our sole discretion and in accordance with Section 2.II.C.5 above (Payment Requirements).

8. Recurring Transfers. Recurring Transfers are those made for the same amount, on the same day or date, on a periodic (e.g., weekly, bi-monthly, monthly) basis. Once started, recurring Transfers will be made automatically until you delete the Transfer or until expiration. If the Transfer is not a recurring Transfer, it will be a one-time Transfer. One-time Transfers do not recur and are not made until you enter the required information and submit the Transfer.

9. Limitations. Your use of the Service is subject to the following limitations. Documentation may be required by Applicable Law.

- a. Dollar Amount. There may be a limit on the dollar amount of the transactions you can make using these Services. Security reasons limit the dollar amount of transactions and these limits are subject to change from time to time.
- b. Frequency. There may be limits on the number of transactions you can make using these Services. These limits are for security reasons and are subject to change.
- c. Combined Access. For a Company and its Affiliates using the Services on a Combined Access basis, each limit applies to Company and all Affiliates combined, unless otherwise agreed to by us.

D. Bill Payment Service.

1. General. You can arrange, at your option, for the payment of your current, future one time and recurring bills from your Designated Payment Account through Business Online Banking (collectively, "**Bill Payments**"). Bill Payments are scheduled electronically through the Bill Payment Service and are made using various types of Transfers ("**Electronic Payments**") and paper checks ("**Bill Payment Checks**"). We, in our discretion, select the method in which to send funds on your behalf to your Payee. You may use the Bill Payment Service to: (i) provide one-time or recurring Bill Payment Instructions to Payees you choose so long as they meet the requirements described in Section 2.II.D, (ii) view Bill Payment history, and (iii) cancel or change Scheduled Bill Payment Instructions. You must have and maintain at least one Account that is a Byline checking account or money market Account to use the Bill Payment Service.

2. You may transmit the data necessary to effect a Bill Payment from an Account to which that Corporate User has access. To schedule a Bill Payment, you must choose a Payee from your Payee list, and enter the required information. Due to circumstances beyond our control, such as delays in postal delivery and handling by Payees or financial institutions, some Bill Payments may take a few days longer to be applied to your Payee account. Also, your Bill Payment is not sent with a Payee's payment stub, which may also result in some Payees taking more time to post the Bill Payment to your account. For these reasons, when scheduling Bill Payments, be sure to provide enough time between the scheduled delivery date ("**Deliver By Date**") of the Bill Payment and the due date of your bill ("**Payment Due Date**"). For Payees that provide payment stubs, we also recommend that you contact your Payees to confirm that you have the correct address for delivery of Bill Payments without stubs. Bill Payments sent as Electronic Payments must be scheduled at least three (3) Business Days before the Payment Due Date. Bill Payments sent as Bill Payment Checks must be scheduled at least six (6) Business Days prior to the Payment Due Date. The method of payment will be displayed to you in Online Banking.

3. We are not liable for any service fees or late charges levied against you due to postal delays or processing delays by the Payee.

4. Bill Payment Limits. We reserve the right to impose limits on Bill Payments.

5. Payee List. For the Bill Payment Service, your Payee list may include individuals and entities whom you wish to pay through Bill Payment Service, so long as each Payee has a deposit account maintained at a financial institution based in the U.S. including U.S. territories of Guam, Puerto Rico, and the U.S. Virgin Islands, and a U.S. address (which includes U.S. military addresses). You must include the full name of the Payee and a complete mailing address and telephone number for each Payee, along with your account number with the Payee. We

reserve the right to decline to make Bill Payments to certain individuals and entities, or to restrict categories of Payees. You agree that the Bill Payment Service is not to be used to send Bill Payments to unlawful Internet gambling sites, or to or at the direction of government agencies, organizations, or institutions, in response to a court-directed payment plan, to “cash”, to payees outside of the U.S or its territories, or otherwise prohibited by Applicable Law (“**Prohibited Payments**”). Tax payments, payments to deposit or brokerage accounts, or to settle securities transactions (collectively, “**Exception Payments**”) may be scheduled through the Bill Payment Service; however, Exception Payments are discouraged and are scheduled at your own risk. In no event shall we be liable for any Losses resulting from your scheduling Prohibited Payments or Exception Payments. We have no obligation to research or resolve any claim resulting from an Exception Payment. All research and resolution for any misapplied, misposted or misdirected Exception Payments will be the sole responsibility of you and not of us. On recurring Bill Payments, it is your responsibility to update Payee account information such as address changes, account numbers, etc., as needed.

6. **Bill Payments.** You may schedule Bill Payments to be initiated on the current Business Day, on a future date, and, for recurring Bill Payments, on the frequency designated, for example, weekly, monthly, or annually. A recurring Bill Payment will be delivered on the prior Business Day if the Deliver By Date falls on a non-Business Day. The earliest possible Deliver By Date for each Payee will be displayed in the Bill Payment section of Online Banking when you are scheduling the Bill Payment Instruction. You must select the Deliver By Date, or specify a recurring Bill Payment rule that automatically selects the Deliver By Date for you. If the transaction shows an IN PROCESS status, then the Bill Payment cannot be changed or cancelled. For placing a Stop Payment Request on a Bill Payment Check, call us at (773) 244-7000 and provide us with the Payee name, amount, Bill Payment Account number (if you have multiple Bill Payment Accounts), and if available, Deliver By Date. We may also require you to present your request in writing within fourteen (14) days. We are entitled to a reasonable amount of time to act on your request, which will generally be no less than one Business Day. A Stop Payment Request cannot be placed on an Electronic Payment once it has begun processing. Although you can enter Bill Payment information through the Service twenty-four (24) hours a day, seven (7) days a week, we only initiate Bill Payments on Business Days. Funds will be deducted from your Account on the same Business Day for Electronic Payments. Bill Payment Checks will be deducted from your Account when the Bill Payment Check clears your Account, which in some cases may be before the Deliver By Date.

7. **Form of Payment and Available Funds.**

a. When you schedule a Bill Payment that will be made by Bill Payment Check, you authorize us to issue a Check drawn on your Designated Payment Account for the requested amount. If sufficient Available Funds are not in your Designated Payment Account when the Check is presented for payment, we may refuse to honor the Check and return it unpaid. We may in our discretion elect to pay the Check regardless of the insufficient funds and we may overdraw the Account. In either event, your Designated Payment Account will be charged our then current fee for processing NSF Items, whether the Check is paid or returned, as applicable. You are responsible for any Losses that you may incur due to a lack of sufficient Available Funds or other conditions that may prevent payment of the Check.

b. If a Bill Payment is to be made as an Electronic Payment and we are unable to complete the transaction for any reason associated with your Designated Payment Account (for example, there are insufficient funds to cover the transaction), the transaction may not be completed and we may suspend the Service. In some instances, you will receive a return notice. In such case, you agree that you will reimburse us immediately for the transaction amount that has been returned, and that such amount is a “Debt” as defined in the Deposit Account Agreement. However, we shall have no obligation or liability if we do not complete a Bill Payment because there are insufficient Available Funds in your Account. In all cases, you are responsible for either making alternate arrangements for the paying the Payee or rescheduling the Bill Payment through the Service.

8. **Erroneous Bill Payment Instructions.** Company assumes sole responsibility for the content, accuracy, and timing of all Bill Payment Instructions. The Bank is not responsible for confirming such information, or for monitoring or refusing to process inaccurate, untimely or duplicate Bill Payment Instructions. You acknowledge and agree that if you describe a Payee (or receiving bank) inconsistently by name and account number, the Bank and other institutions may process the payment solely on the basis of the account number, even if it identifies a person (or institution) different from the named Payee (or institution). If Company gives the Bank a Bill Payment Instruction that is incorrect in any way, Company agrees that Bank may charge the Account for the Bill Payment whether or not the error could have been detected by Bank. Bank is not obligated to detect errors in Company’s Bill Payment Instructions.

9. **Additional Terms.**

a. In order for the Bill Payment Service to remain in active status, you must make a Bill Payment at least once every nine (9) months.

b. To process Bill Payments more efficiently and effectively, we may edit payment data or data formats in accordance with Payee directives.

10. **Bill Payment Delivery.**

By using the Bill Payment Service, you understand Payees and/or the U.S. Postal Service may return payments to us for various reasons (for example, the Payee’s forwarding address expired, the Payee account number is not valid, the Payee is unable to locate the account, or the Payee account is paid in full). If a Payment is returned, we void the payment and, for Electronic Payments, credit your Designated Payment Account. If the Designated Payment Account is closed, we will return the funds to you by a method we deem sufficient. We will display in the Bill Payment section of Online Banking if the Bill Payment failed. If we are unable to complete the transaction for any reason, the bill will not be paid.

11. **Electronic Bill Delivery and Presentment (“e-bills”).**

The Bill Payment Service also includes the option to activate the presentment of electronic bills in Online Banking. It is your sole responsibility to contact your Payees directly if you do not receive your e-bills. In addition, if you elect to activate e-bills, you also agree to the following:

a. **Activation:** Upon activation of e-bills, you agree to the following: You authorize us to contact the Payees on your behalf and to receive your bills and billing data, including to periodically access third party Payee Web sites (“**Payee Sites**”) on your behalf, to retrieve the data for your e-bills. You agree that we are your agent for these limited purposes. You represent and warrant to us that you have the authority

to appoint us as your agent to receive your billing statements, to view and download your e-bills and to use your name, passwords, User IDs, and any other information you provide to us for purposes of providing the e-bills feature to you. You agree that we may use and store this information on our servers. You are responsible for all charges, if applicable, associated with our use of any Payee Site on your behalf. In order to activate receipt of e-bills with a participating Payee, you must agree to any terms and conditions required by that Payee. E-bills may not be available for all Payees. Upon receipt of your request to activate an e-bill, we will notify the Payee of your request. It may take several Business Days to complete activation. Each Payee reserves the right to accept or deny your request to receive e-bills. The presentment of your first e-bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your bill once you are enrolled in e-bills is not determined by us; you should contact the Payee. While your e-bill feature is being activated for a Payee, it is your responsibility to keep your account current.

- b. **Your Payee Account Information.** We are unable to update or change your information (e.g., name, address, phone numbers and e-mail addresses) with the Payee. Any changes will need to be made by you contacting the Payee directly. Additionally, it is your responsibility to maintain all User IDs and passwords for all Payee Sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. If you change your online login information for a Payee account, your enrollment in e-bills with that Payee may be cancelled. You will need to re-enroll in e-bills with that Payee with your new login information.
- c. **Electronic Bill Information.** The e-bill includes information current as of the point in time it is obtained from the Payee. Additional payments received by the Payee after the electronic bill information is received are usually not reflected in the various amounts due displayed in the electronic bill.
- d. **Notification.** In addition to notification within Bill Payment, we may send an e-mail notification to the e-mail address listed for your Account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically log on to Online Banking and check for delivery of new e-bills. The delivery timing of an e-bill may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.
- e. **Cancellation of Electronic Bill Notification.** The Payee reserves the right to cancel the presentment of e-bills at any time. You may cancel electronic bill presentment at any time. We will notify a Payee if you cancel your e-bills enrollment. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take several days for your cancellation to be completed, and it may take up to sixty (60) days to stop receipt of the e-bills, depending on the billing cycle of each Payee. It is your sole responsibility to make arrangements for an alternative form of bill delivery and to pay your bill. We will not be responsible for presenting any electronic bills that are already in process, but not received at the time of cancellation.
- f. **Non-Delivery of Electronic Bill(s).** You agree to hold us and our service providers harmless should the Payee fail to deliver your electronic bill(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.
- g. **Accuracy and Dispute of Electronic Bill.** We are not responsible for the accuracy of your electronic bill(s). We are only responsible for accurately presenting the information we receive from the Payee. Other than confirming the information received was accurately displayed in the Bill Payment section of Online Banking, any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

III. MISCELLANEOUS.

- A. **Right to Emulate Online Sessions.** From time to time, our personnel will use Software to emulate your online session 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.
- B. **Ownership of Website.** The content, information and offers on our Website are copyrighted by us and/or our Service Provider and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. You agree not to copy, display, distribute, download, license, sub-license, modify, publish, repost, (including but not limited to social media services or blogs), reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the Website, except as provided in this Master Agreement, without our express written permission.
- C. **Web-Linking Practices.** We may provide access to information, products or services offered on other third party websites. We are not responsible for, nor do we control, the content, products, or services provided by linked sites. We do not endorse or guarantee the products, information or recommendations provided by linked sites, and are not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than we do and have a privacy policy different than ours. Your access, use and reliance upon such content, products or services are at your own risk.
- D. **Third-Party Services.** We may make available through Online Banking access to services provided by third parties ("Third-Party Services"). To use those Third-Party Services, you will need to agree to terms and conditions with the third party. The third party provides the respective Third-Party Service and you will need to contact the third party for questions and support. Byline does not offer or perform such Third-Party Services and is not responsible for them. Such third parties may have privacy policies different from Byline.

SECTION 3. REMOTE DEPOSIT CAPTURE SERVICE TERMS AND CONDITIONS

I. REMOTE DEPOSIT CAPTURE SERVICE.

A. General. These Service Terms and Conditions set forth the terms and conditions under which you may use our Remote Deposit Capture Service (also referred to as “**Remote Deposit**”) through Business Online Banking or other agreed secure website which enables you to make deposits to your Account(s) electronically from your place of business by scanning Items.

B. Defined Terms. Unless otherwise defined herein, capitalized terms have the meanings provided in the General Terms and Conditions or the Authorization and Execution Agreement.

Chargeback/Returned Item means a deposited Item that was dishonored by the drawee bank and was returned unpaid.

Daily Deposit Limit means the maximum dollar amount that you may deposit per Business Day via Remote Deposit.

Dual Control for Remote Deposit means delegating specific functions among two or more Corporate Users to ensure accuracy and monitor and prevent potential fraud activity; ex. User1: scan only and User2: approve and submit only.

MICR Line means Magnetic Ink Character Recognition line that is located at the bottom of an Item that complies with Regulation CC.

Substitute Check means a paper reproduction of an electronic image of a Check which meets the requirements of a substitute check set forth in the Check 21 Act and which substitutes for the original check for all persons and all purposes, including any provision of federal or state law.

Third Party means an entity or individual that is not affiliated with us or you.

C. Limitations. We reserve the right to place limitations on the use of the Remote Deposit Capture Service, including but not limited to a limitation on the number of Checks deposited in a specified time period, the maximum permissible dollar amount of any individual Check or the Daily Deposit Limit, all as provided on the Authorization and Execution Agreement and/or Documentation. For certain Companies considered high risk by us, we may limit use of the Service to one Account.

II. HARDWARE AND SOFTWARE.

A. Requirements.

The Remote Deposit Service requires you to use computer hardware, including a scanner, and Software that meet certain technical requirements for the proper delivery of the Service and to ensure you meet your obligation to obtain secure Internet access. You shall only use scanner hardware approved by us. We may direct you to a Third Party website where you may purchase scanners and optionally a maintenance contract. You may authorize us to order a scanner and ship directly to you according to the Documentation. You may also incur additional related expenses for additional items, including but not limited to telephone service or Internet service charges related to the use of the Service. You are responsible for any costs and expenses associated with meeting and maintaining those technical requirements or additional items necessary to use the Service. You are responsible for providing and maintaining any Equipment that is necessary for the Service, such as telephones, terminals, modems, scanners and computers. You agree to use Equipment that is compatible with our programs, systems and Equipment, which we may change from time to time. We assume no responsibility for the defects or incompatibility of any computers or Software that you use in connection with the Service, even if we have previously approved their use.

B. Maintenance. You are solely responsible for the operation and maintenance of all Equipment used as part of this Service and will ensure that the Service Provider recommended maintenance is conducted by trained personnel, whether they are employees of you or Third Parties. You are responsible for any physical damage to the scanner. We are not responsible for any computer virus or related problems that may be associated with using electronic mail or the Internet to deliver the Service. We are not responsible for any errors or failures resulting from defects in or malfunctions of your computer hardware or Software. You should scan your computer hardware and Software on a regular basis using a reliable computer virus detection product in order to detect and remove computer viruses. If you terminate this Service within one year of your enrollment, you will reimburse us for all costs associated with the Equipment, if any part of the cost of the Equipment was waived by us.

C. Defective Software. Notify us promptly if any Software (Scanner Drivers) we may provide to you becomes defective. Our sole responsibility (if any) in such instances will be to repair or replace the defective Software (Scanner Drivers), but we will only repair or replace it at our cost if you were not responsible for the defect or problem.

D. Rights to Program. All rights, title and interest in and to any and all computer programs including without limitation, the object and source codes therefore, and any updates, upgrades, fixes, and enhancements thereto, together with the Remote Deposit guides and any other Documentation used by us and you in performing the Service shall be and remain our property or the property of any Third Party Software provider, as applicable. Unless otherwise expressly authorized, you may not copy, reproduce, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit, or create derivative works of the Software in any form. You further agree not to reverse engineer or reverse compile any Software.

III. SCANNING OF ITEMS AND TRANSMISSION OF FILES.

A. Scanning. After successful implementation and installation of any Software and Equipment related to the use of this Service, scan the front and back of each Item, capture the image of the front and back of each Item, capture the MICR encoding on each Item, and transmit the image file(s) (“**File**”) to us in accordance with the procedures described during training, in the information we make available in Online Banking, and/or any other Documentation we make available to you. Every Item deposited through Remote Deposit must include the following verbiage physically marked on the back of scanned checks “For Mobile Deposit Only at Byline Bank.” Your scanner may spray this on the back of the check scanned but it is your responsibility to ensure this verbiage is placed physically on the Check. In our discretion we may reject an Item, or a File containing an Item that does not meet the requirements of this Section or the procedures, or we may choose to process the Item and/or File. Once you have used the Remote Deposit Capture Service to deposit a Check you agree not to deposit, cash, or otherwise present, or allow anyone else to deposit, cash, or otherwise present, that original Item or a Substitute Check of that original Check again for deposit through the Service or by any other means at the Bank or elsewhere. If you or anyone else presents a Check or Substitute Check for deposit more than once in violation of this Agreement, you agree to indemnify, defend and hold the Bank harmless from and against Losses by or from third parties with respect to such Check or Substitute Check. You agree that we may debit from your Account the aggregate amount of any Checks that are deposited, cashed, or otherwise presented more than once. To the extent that funds in your Account are insufficient to cover

such amount, we may exercise our offset rights for any deficiency amount in accordance with the terms of the Digital Banking & Treasury Management Agreement. We reserve the right to amend the procedures with or without prior notice to you.

B. Corporate Users. For those Corporate Users (including the Corporate Administrator) with the ability to designate entitlements for other Corporate Users, you must restrict access to Remote Deposit to your authorized personnel only. Each Corporate User is solely responsible for any transactions created using his/her Security Devices. You should use Dual Control when submitting deposits via Remote Deposit.

C. Balancing. To ensure accuracy, you must balance the deposit dollar amount to the sum of the Items prior to transmitting the File in accordance with our procedures. You may send multiple Files to us throughout the day. The total daily dollar amount of all Files sent per Business Day shall not exceed the Daily Deposit Limit approved by us. Files received by us on a non-Business Day or after the Cutoff Time on a Business Day shall be deemed received on the next Business Day. If an Item in a File causes you to exceed the Daily Deposit Limit, we may reject the entire File. If the dollar value of your deposit exceeds the approved Daily Deposit Limit, you will need to contact us for any limit increase consideration. The Daily Deposit Limit will be established based on the result of a risk review.

D. Submission of File. The balanced File must be received by us no later than the Cutoff Time to ensure that it will be processed that same Business Day. You may contact us at any time to verify the current Daily Deposit Limit and Cutoff Time. Files submitted to us on a non-Business Day or after the Cutoff Time on a Business Day are deemed received on and processed on the next Business Day.

IV. ITEMS DEPOSITED.

A. Permissible Items. You will scan and remotely deposit only Items that are acceptable to us for deposit into an Account as described in the Deposit Account Agreement and in this Digital Banking & Treasury Management Agreement. You may only deposit Items, as that term is defined in this Agreement and Regulation CC, on which you are the payee. Checks must be payable to you in U.S. currency, in English, and drawn on a financial institution located in the United States or issued by a federal, or state, or local government.

B. Impermissible Items.

1. You understand and agree that you will not deposit Items that are prohibited by our procedures, or are in violation of any Applicable Law, or any Item that you suspect or know to be fraudulent or not authorized by the legal owner of the account on which the Item is drawn.

2. You may not deposit, without our prior written consent, Substitute Checks, or Image Replacement Documents that purport to be Substitute Checks and have not been previously endorsed by a bank. If you deposit a Substitute Check, you agree to reimburse us for any Losses we may incur associated with warranty or indemnity claims. If you provide us with an electronic representation of a Substitute Check for deposit into the Account instead of an original Check, you agree to reimburse us for Losses we incur because the Substitute Check resulting from the electronic representation does not meet applicable Substitute Check standards and/or causes duplicate payments.

3. Unless otherwise agreed to by us in writing, you may not deposit Items payable to a third party, including Items payable to you and a third party who is not an owner on the Account into which the Item is deposited. If you deposit such Items through the Remote Deposit Service, you agree to reimburse us for Losses we incur related to missing or unauthorized indorsements.

4. You may not deposit Items drawn on foreign institutions located outside of the United States, in foreign currency, or in a language other than English.

C. Maintenance and Destruction of Original Item. You must securely store the original Item after scanning the Item and submitting it in a File. It is common practice to store the Item for a period of sixty (60) days. During the storage period, you shall take appropriate security measures to ensure that only authorized personnel shall have access to the original Item, that the information contained on the Item shall not be disclosed, and that the original Item will not be duplicated, will not be scanned more than one time, and will not be deposited, cashed or otherwise presented in any form. You shall destroy, by cross-cut shredding in a non-recoverable manner, incinerating or other commercially acceptable means of destruction, the original Item upon the expiration of the period you select.

D. Image and MICR Quality. The File transmitted by you to us shall contain images of the front and the back of the Items that meet the requirements of Check 21 Act. The image of any Item shall be of such quality that the following information can clearly be read by sight review of the image: The amount of the Item, the Payee, the drawer's signature, the date of the Item, the Item number; the information identifying the drawer and the paying bank that is preprinted on the Item, including the MICR line; and

other information placed on the Item prior to the time an image of the Item is captured, such as any required identification written on the front of the Item and any endorsements applied to the back of the Item including "For Mobile Deposit Only at Byline Bank."

Images shall also meet any standards for image quality established by American National Standards Institute (ANSI), the Federal Reserve Board, or any other regulatory agency, clearing house or association. You shall also capture and transmit to us the full-field MICR encoding on each Item. In accordance with our procedures, you shall ensure that the following information is captured from the MICR line of the Item: routing transit number, Account number, Item amount. When encoded, the serial number and the process control field.

E. Warranties.

You represent and warrant the following to us:

1. **Items Deposited.** You shall only deposit Items that are authorized by this Digital Banking & Treasury Management Agreement and the Deposit Account Agreement.

2. **Image Quality.** The images of the Items transmitted by you to us contain an accurate representation of the front and the back of each Item and the images comply with the requirements of the Check 21 Act and Section 3.IV.D above.

3. **Accuracy of Information.** All data submitted by you to us is complete and accurate, including but not limited to data contained in the MICR line of the Item.

4. **No Duplicates.** You will not create duplicate image(s) or files nor transmit duplicate image(s) or Files to us, you will not deposit or otherwise negotiate the original Item(s) from which the image(s) was created and that no subsequent transferee, including but not limited to us, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Item(s).

5. **No Loss.** No subsequent transferees of the Item(s), including but not limited to us, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image(s) was presented for payment or returned instead of the original Item.
6. **Accurate Information.** All information provided by you to us is true and complete and properly reflects your business, financial condition, and principal partners, owners, or officers.
7. **No Litigation.** There is no action, suit or proceeding pending or to your knowledge threatened which, if decided adversely, would impair your ability to carry on your business substantially as now conducted or which would adversely affect your financial condition or operations.
8. **Transactions.** All Items and business transactions of yours are bona fide.
9. **Compliance.** You submit Items and Files in compliance with all Applicable Laws.
10. **Computer Virus.** To your knowledge, the File and Items(s) do not contain computer viruses or other harmful, intrusive, or invasive codes.

V. OUR RESPONSIBILITIES.

A. Receipt of File. Upon receipt of the File submitted by you, we may, but are not required to, examine the File and the Images to ensure that you have followed the established procedures. If you have not followed the procedures or if errors exist in the data or the images contained in the File, we in our sole discretion, may reject and not accept the entire File or we may elect to correct the error, and accept and process the File. As a form of correction, we may credit the Account for the full amount of the deposit and make any necessary adjustments to correct the error. We may, at our option, also perform a risk management analysis of the File submitted by you to detect potentially fraudulent Items, and, in our sole discretion, reject the File or image(s). If after examination of the File and images, we determine that you have processed and transmitted the File in accordance with our procedures, the File is balanced, and the images meet the requirements of Check 21 Act and this Digital Banking & Treasury Management Agreement, then we shall accept the File for deposit to the Account. Notwithstanding the fact that we have accepted the File for deposit, any credit made to the Account shall be provisional and you shall remain liable to us for any errors, inaccuracies, breach of warranties and any other Loss sustained by or claim made against us on the part of any party.

B. Nonconforming Files. You agree that you shall remain liable for and that we shall not be accountable to you for a File and/or Item(s) that are not received by us and for a File and or Item(s) that are intercepted or altered by an unauthorized third party. We have no obligation to accept a File and therefore may reject any File or Images of Items submitted by you. We have no obligation to notify you of the rejection of a File or Images but will make reasonable efforts to do so. We shall have no liability to you for rejection of a File or Image(s) or for failure to notify you of a rejection. You assume sole responsibility for providing us with complete and accurate information in the form and format that we require. We are not responsible for confirming such information.

C. Collection of Items. In our sole discretion, we shall determine the manner in which Items shall be presented for payment to the drawee bank. Likewise, in our sole discretion, we shall select the clearing agents used to collect and present the Items and our selection of the clearing agents shall be considered to have been designated by you. We shall not be liable for the negligence of any clearing agent. You agree to be bound by any agreements entered into by and between us and any clearing agents and you agree to be bound by all Clearing House Rules and Regulations, including but not limited to regulations of the Federal Reserve Board, Federal Reserve Bank Operating Circulars, National Check Exchange (NCE), Small Value Payments Company (SVPCo), Viewpointe Endpoint Exchange, FIS Clearing Network, and Electronic Check Clearing House Origination (ECCHO) in which we are a member or to which rules we have agreed to be bound, as amended from time to time. Collection of Items is also subject to the terms of our Deposit Account Agreement, and the Check 21 Act and other Applicable Laws.

D. Availability of Funds. Funds shall be made available to you in accordance with the terms of Funds Availability policy set forth in the Deposit Account Agreement.

VI. YOUR ADDITIONAL RESPONSIBILITIES.

A. Network Connectivity and Security. You are solely responsible for connectivity to the Internet and for the implementation of all commercially reasonable Security Procedures to control access to your 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. You should use a firewall product especially if it has a broadband Internet connection such as DSL or cable modem. Your computer operating system and browser should be fully patched for critical security issues.

B. Security Breach Notice. You will notify us immediately if there is a breach of security in connection with your use of the Remote Deposit Capture Service. In the event of a security breach, you will cooperate with us in connection with our incident response investigation in a timely manner and provide any information requested by us within two Business Days of the request. You will permit our authorized representatives access to your computer systems in connection with such investigation and indemnify and hold us harmless from and against any third party claim arising in connection with a security breach, except to the extent the breach is caused by our gross negligence or the gross negligence of our Service Provider.

C. Investigations. In addition to the provisions contained in the General Terms and Conditions regarding your notification to us of errors or discrepancies, you agree to provide us with any information we may reasonably request in connection such investigation. You will also cooperate in any Bank investigations regarding any unsuccessful or lost transmissions, will provide imaged documents (or original Items if available) to facilitate investigations within two Business Days of our request and will resolve with us any issues regarding the same. You will also supply all financial information, financial records, and further documentation regarding the Items within two Business Days of our request.

VII. OUR LIABILITY.

You acknowledge that it is not possible for Remote Deposit to be totally free from operator, programming or Equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to failure of others to provide accurate information or telecommunication failures). As such, you agree to review and verify all results and to maintain adequate controls for ensuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by Applicable Law, our sole responsibility for any reporting errors caused

by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense. You agree to maintain adequate back-up files of the data submitted for a reasonable period of time in order to facilitate any needed reconstruction of the transactions. If we are unable to provide the Service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

VIII. BACK UP PLAN.

In the event that you are not able to capture, balance, process, or otherwise transmit a File to us for any reason, including but not limited to communications, Equipment or Software outages, interruptions or failures, you will be responsible for mailing or bringing in the physical Items to the nearest branch for deposit. The deposit made at a branch shall be governed by the terms and conditions contained in the Deposit Account Agreement and not by the terms of the Master Agreement.

IX. RETURN ITEMS.

A. Chargeback of Returned Items. If images of Items previously deposited by you are dishonored and returned unpaid by the drawee bank, you understand and agree that, since you either maintain the original Item or have destroyed the original Item in accordance with these Service Terms and Conditions, the original Item will not be returned and we may charge back an Image of the Item, an ACH debit, or other electronic or paper debit to the Account(s). You understand and agree that the Image may be in the form of an electronic or paper reproduction of the original Item or a Substitute Check. You may not deposit the original Item if an Image or other debit as previously described is charged back to you. Further if the Item is returned unpaid, or the paying bank or issuer of the Item demands that we repay them because the Item was altered, forged, or unauthorized, is missing a signature or endorsement, or has an unauthorized endorsement, you understand and agree that we may charge back the image at any time and/or pay the demand and charge your Account for the amount paid even if it overdraws the Account. If the Account to which the Item was deposited is closed or does not contain sufficient Available Funds to cover the charge back or amount paid to the other bank, such amount is a Debt.

B. Special Instructions. You may request that we re-present returned Items to the drawee or process returned Items according to instructions provided by you to us (Special Instructions). These Special Instructions may be given to us in a separate document in conjunction with or subsequent to the execution of the Master Agreement. We shall not be bound by such Special Instructions until such time as we have agreed in writing to accept the Special Instructions. Notwithstanding the fact that we have agreed to accept the Special Instructions, we may, in our sole discretion, disregard the Special Instructions and charge the returned Item back to your Account to which the Item was deposited. In the event that you have requested that returned Items be re-presented, in no event will we re-present an Item or ACH entry in excess of the limit established or permitted for the number of times that an Item or ACH entry may be re-presented by Applicable Law. You may change or amend the Special Instructions by providing us a written request to change or amend the Special Instructions. Changes or amendments to the Special Instructions shall not become effective until acknowledged and accepted in writing by us.

X. DISCREPANCIES AND INVESTIGATIONS.

In addition to the provisions contained in the Master Agreement regarding your notification to us of errors or discrepancies, you agree to provide us with any information we may reasonably request in connection therewith. You will also promptly supply all financial information, financial records, and documentation regarding the Items that we may request. You will also cooperate in investigations regarding any unsuccessful or lost transmissions, will provide imaged documents (or original Items if available) to facilitate investigations within two Business Days of our request and will resolve with us any issues regarding the same. Notwithstanding the foregoing, if we at any time discover that the legal amount of the Item is different than the amount that has been credited to the Account, we will make the necessary adjustment to the Account to correct the discrepancy.

XI. INFRASTRUCTURE AUDIT AND SITE VISITS.

In addition to our audit rights under the General Terms and Conditions, our right to audit you includes the right to audit your information technology infrastructure to assure compliance with the Master Agreement. We also have the right to mandate specific internal controls of your operations. We may conduct a site visit of your location(s) from time to time to assure that the Equipment is properly used and the Equipment and original Items are properly secured. A Treasury Management Site Visit may be completed at that time and you will cooperate with us to cure any deficiencies noted by us.

XII. THIRD PARTIES.

You may be using special Equipment, services or Software provided by a Third Party to assist in processing Items and Files hereunder. You shall provide at least ten (10) days advance written notice to us in the event you use any such Third Party Equipment, services or Software.

You(i) agree that any Third Party is acting as your agent in the delivery of Items and Files to us, and (ii) will assume full responsibility and liability for any failure of that Third Party to comply with Applicable Laws and the Master Agreement. We will not be liable for any Losses incurred by you as a result of any error by a Third Party or a malfunction of Equipment provided by a Third Party. You are solely responsible for maintaining compliance with the requirements of any Third Party, including obtaining any Software updates. We shall not have any responsibility for any Item or File handled by a Third Party until that point in time when we accept and approve an Item or File from such Third Party for processing.

XIII. INDEMNIFICATION

Company agrees to indemnify and hold Bank harmless from and against any and all Losses relating to or arising in connection with Bank accepting and/or processing for deposit any Item based on Images and MICR Data in Files received by Bank, including, without limitation any missing or improper endorsement or endorsement by Bank of any such Check or Substitute Check or other Item as required by this Agreement, any Losses due to an accepted Check or other Item having previously been paid or any Check or Item not properly payable to Company; or any Losses incurred by Bank for breach of any warranties or indemnities that Bank makes by the acceptance and processing of your deposits in connection with Remote Deposit; provided, however, that Company shall not be obligated to indemnify Bank for Losses to the extent caused by the Bank's gross negligence or willful misconduct.

SECTION 4. SWEEP SERVICE TERMS AND CONDITIONS

I. SWEEP SERVICES.

A. General. These Sweep Services Terms & Conditions govern your use of our Sweep Services, other than Repo Sweeps and the Intrafi Network ICS® and CDARS® Deposit Placement Service. (Repo Sweeps and Intrafi Network ICS® and CDARS® Deposit Placement Service are governed by separate agreements.) As described further below, we offer you the following Sweep Service options: Basic Sweep (Target Balance and Zero Balance), and Loan Sweep. Sweep Services are automatic and occur on any Business Day after the final posting of transactions in the designated Account. For the Basic Sweep Service, you may elect to transfer funds to address a Target Balance Excess, a Target Balance Deficit, or both (both is also referred to in the Authorization and Execution Agreement as “coll/dish”).

B. Defined Terms. Unless otherwise defined herein, capitalized terms will have the meanings provided in the Master Agreement.

Master Account means an Account with us, as shown on the Services or Maintenance Addendum, which you have designated as being linked to the Sweep Service described in these Sweep Service Terms and Conditions and on which you authorize us to transfer funds in and out on a daily basis pursuant to the terms of the applicable Sweep Service.

Target Balance means the Available Funds balance designated on the Services or Maintenance Addendum that you wish to maintain in the Target Balance or Zero Balance Account. The Target Balance in a Zero Balance sweep is zero.

Target Balance Excess means the amount of Available Funds in the Account assigned a Target Balance at the end of any Business Day in excess of the Target Balance.

Target Balance Deficit means, on any Business Day, the amount by which the Available Funds balance in the Account assigned a Target Balance is less than the Target Balance.

Zero Balance Account means the deposit Account(s) you designate on the Services or Maintenance Addendum to be assigned a Target Balance of zero.

Target Balance Account means the deposit Account(s) you designate on the Services or Maintenance Addendum to be assigned a Target Balance of more than zero.

II. SWEEPS.

A. Basic Sweep.

For Zero Balance Accounts:

On each Business Day, the Basic Sweep Service transfers the amount of each of: (i) any Target Balance Excess from any Zero Balance Account to the Master Account you designate, or (as applicable) (ii) amounts necessary from the Master Account to the Zero Balance Account to cover any Target Balance Deficit so that at the beginning of each Business Day, each Zero Balance Account will have a ledger balance of zero (0). Any deposits to the Zero Balance Account will be automatically swept to the Master Account.

1. You shall make arrangements for there to be sufficient Available Funds in the Master Account to cover all Items drawn on the Zero Balance Account and other transactions charged to or presented for payment on the Business Day on which presentments are made.

2. We will automatically transfer Available Funds from the Master Account to the Zero Balance Account to cover Items and other transactions that are charged to or presented for payment against the Zero Balance Account. To the extent that such Available Funds in the Master Account are insufficient to cover such Items and other transactions, we are 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 and other transactions, which are charged to the Account and/or presented to us. If the Available Funds on deposit in the Master Account are insufficient for such purpose, we may in our sole discretion revoke the provisional credit to the Zero Balance Account and return unpaid the Items and/or transactions which created such provisional credit, or we may in our sole discretion provisionally advance the necessary additional funds to you 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 us in our sole discretion prior to midnight of the day following presentment of the Items and/or transactions). If we provisionally advance any funds to you, such action shall not establish a course of dealing between the parties that shall require us to provisionally advance any additional funds. If you fail to repay any such provisional advance on the Business Day on which we notify you of such advance, we shall, without any requirement of prior notice to you, 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 and/or transactions unpaid. We also may return any Items and/or transactions, which we determine, are not properly payable.

For Target Balance Accounts: On each Business Day, if you have designated a Target Balance of more than Zero, the Basic Sweep Service transfers the amount of each of: (i) any Target Balance Excess from any Target Balance Account to the Master Account you designate, and/or (as applicable) (ii) amounts necessary from the Master Account to the Target Balance Account to cover any Target Balance Deficit so that at the beginning of each Business Day, each Target Balance Account will have a ledger balance of the Target Balance amount.

B. Loan Sweep.

The Loan Sweep Service provides you with an automated process to obtain an advance on your Credit Facility (defined below) when your Target Balance Account drops below the Target Balance and/or to pay down your Credit using your Target Balance Account when it has a Target Balance Excess.

Notice: Funds that have been swept out of Company’s Target Balance Account will be used to reduce the balance on the Credit; funds remaining in the Target Balance Account are deposits and insured by the FDIC to the amount allowed by law.

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

Credit Facility means any loan arrangement between us that we have agreed will be subject to the Loan Sweep Service described in this Section.

Credit Agreement means any loan agreement, promissory note, guaranty or other agreement, instrument or document that evidences, secures or guarantees the Credit Facility.

2. **Repayment Transaction.** As of the close of business on each Business Day, we will determine the amount of Target Balance Excess, if any, in the Target Balance Account. If we determine that there is a Target Balance Excess, we will debit the Target Balance Account and credit the Credit Facility in an amount equal to the lesser of (i) the amount of Target Balance Excess or (ii) the outstanding principal balance of the Credit Facility then outstanding under the Credit Agreement (**Repayment Transaction**). You grant us a security interest in and right of set-off with respect to the Target Balance Account for purposes of effecting Repayment Transactions.

3. **Loan Draw Transaction.** As of the close of business on each Business Day, we will determine the Target Balance Deficit in the Target Balance Account, if any. If we determine that there is a Target Balance Deficit, we will charge the Credit Facility in an amount equal to the lesser of (i) the Target Balance Deficit, and (ii) the amount which is available to be borrowed under the Credit Facility (the lesser of such amounts being referred to as the "Loan Amount"), plus the amount of any Service Fees and charges under the Credit Facility, and credit the Target Balance Account in an amount equal to the Loan Amount ("**Loan Draw Transaction**"); provided, however, that we will not be required to initiate any Loan Draw Transaction in an amount less than any minimum sum required by the Credit Agreement. Each Loan Draw Transaction will be considered a request by Company and an advance or extension of credit under the terms of the Credit Agreement. We will not be required to initiate a Loan Draw Transaction if any default exists under any Credit Agreement or the Master Agreement or we are otherwise excused or prohibited under any Credit Agreement or Applicable Law from making an advance for you. In addition, we will not be required to initiate any Loan Draw Transaction, and the Service hereunder shall immediately and automatically terminate without notice, if (a) the Credit Facility has matured or been terminated; (b) you have cancelled the Credit Facility; (c) an event of insolvency has occurred; or (d) we have demanded payment under the Credit Facility.

SECTION 5. WIRE TRANSFER SERVICE TERMS AND CONDITIONS

I. WIRE TRANSFER SERVICE.

A. **General.** The Wire Transfer Service allows you to issue Instructions for the electronic transfer of U.S. Dollar ("USD") funds from an Account for credit or payment to another account with us or at another financial institution as you designate in such Instructions received by us (each, a "**Wire Transfer**"). Each Wire Transfer shall be deemed your "Payment Order." You agree that all Payment Orders submitted to us shall be in compliance with Applicable Law. You may submit Payment Orders through Business Online Banking or by any other method approved by us in compliance with the Security Procedures. Our Wire Transfer Service will permit you to issue Payment Orders for one-time Wire Transfers, standing Wire Transfers, recurring Wire Transfers and drawdown Wire Transfers. You assume full responsibility for all Wire Transfers made by us in accordance with these Wire Transfer Service Terms and Conditions and at the request of any Corporate User, anyone who identifies themselves to be a Corporate User, or Payment Orders that are executed in compliance with the Security Procedures assigned to you or paid for your benefit.

B. **Defined Terms.** Unless otherwise defined herein, capitalized terms have the meanings provided in the Master Agreement.

Fedwire means the funds transfer system governed by the Federal Reserve Board that is used primarily for the transmission and settlement of Payment Orders governed by the Fedwire Regulation.

Fedwire Regulation means Subpart B of Regulation J of the Federal Reserve Board, as amended from time to time.

C. **Applicable Law.** All Wire Transfers from the Account(s) are governed by the laws of the State of Illinois, including the Illinois UCC Article 4A, and other Applicable Laws.

II. SECURITY PROCEDURES.

A. **Agreement to Use Security Procedures.** We offer Security Procedures that apply to the Wire Transfer Service and Payment Orders and your use of the Wire Transfer Service constitutes your acceptance of those Security Procedures as commercially reasonable for the type, size, frequency and volume of your Payment Orders and as a means of authenticating a Payment Order communicated to us by or on behalf of you. You acknowledge that the purpose of such Security Procedures is for verification of authenticity and not to detect an error in the transmission or content of an Instruction. No Security Procedure for the detection of any such error has been agreed upon between us.

B. **Compliance with Security Procedures.** Any Payment Order communicated by or on behalf of you shall be effective as your Payment Order and shall be enforceable against you, whether or not authorized and regardless of the actual identity of the signer, sender or transmitter thereof, if such Payment Order is received in accordance with the applicable Security Procedures, and if we Accept such Payment Order in good faith. In addition, if any Payment Order was actually communicated or authorized by you or you otherwise benefited from such Payment Order (or resulting Wire Transfer), then you will be obligated to pay us the amount of the related Wire Transfer without regard to whether we complied with the Security Procedures. We may, in our discretion, use additional procedures to verify the authenticity of any Payment Order and you agree to implement any other reasonable authentication or Security Procedures established by us.

If you choose to communicate any Payment Order (including any cancellation or amendment thereof) to us in a manner that varies from the Security Procedures, and if we accept such Payment Order in good faith, then you agree to be bound by such Payment Order, and you will be deemed to have refused the Security Procedures that we offer and recommend as commercially reasonable, and you will be obligated to pay us the amount of such Wire Transfer. However, we have no obligation to accept any Payment Order that is not communicated in compliance with the Security Procedures. We shall not be responsible for refusal to act upon any Payment Order received which does not comply with these Wire Transfer Service Terms and Conditions, including where our reasonable efforts to verify the Payment Order in accordance with the Security Procedures have failed or where such action is delayed until verification can be obtained.

III. OUR RESPONSIBILITIES.

A. **Origination of Payment Orders.** We may execute any Payment Order on the Business Day of its receipt even though it specifies a later execution date, unless we agree to follow such Instructions. If the scheduled transfer date you specified is not a Business Day, or if we receive

an Instruction that does not specify a transfer date on a day that is a Business Day, we will process the transfer on the next Business Day. Any Instruction received by us after the applicable Wire Transfer Cutoff Time may be treated as received by us on the next Business Day. Wire Transfer Cutoff Times are subject to change from time to time at our sole discretion.

B. Payment by You. You authorize us to debit your designated Account(s) to initiate Wire Transfers based on the Payment Orders received by us and you agree to pay us the amount of each Wire Transfer no later than the date the Wire Transfer is processed by us if sufficient funds are not in the Account. Your payment obligations are subject to our right of setoff as set forth in this Agreement. You expressly acknowledge and agree that for purposes of this Section, future-dated wire transfers and international wire transfers are “processed” by us on the date we receive the Payment Order, even though the date on which the related Wire Transfer is transmitted may be a later date. The foregoing payment obligations will survive termination of the Master Agreement, including these Wire Transfer Service Terms and Conditions.

C. Declined Payment Orders.

1. We have the right to reject or decline a Payment Order for any reason in good faith, including, but not limited to, the following:
 - a. Insufficient Available Funds or insufficient collected balance in the amount specified in the Payment Order; provided that we may, at our sole discretion, allow an overdraft to complete a Wire Transfer, and you agree to repay us immediately, without demand, the amount of the overdraft plus any overdraft charges. You further agree that we may debit any other Account that you or an Affiliate Company maintains as part of Combined Access, and/or exercise our right of offset in accordance with the terms of this Digital Banking & Treasury Management Agreement for such payment. Additional terms and conditions contained in your Deposit Account Agreement may apply;
 - b. If the Payment Order does not conform in form and substance with the requirements of the Master Agreement and any applicable forms attached hereto;
 - c. If we are unable to verify the authenticity of a Payment Order through the use of the Security Procedures;
 - d. If we suspect fraud or other unauthorized activity in connection with a Payment Order; or
 - e. Based on our internal controls.
2. In the event that we debit an Account before we ascertain that there are insufficient funds in such Account to cover a Payment Order, we may make an offsetting reversal of such debit once we determine that there are insufficient funds.
3. 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 or any other federal sanctions program (collectively, “**Blocked Persons**”), we shall not be obligated to complete the Wire Transfer and may block the funds until such time that OFAC issues a written release to us, and otherwise in accordance with Applicable Law.
4. Our rejection of a Payment Order is effective when given. If a Payment Order is rejected by us or any funds transfer system, we will not resubmit the Payment Order and it will be your responsibility to re-transmit the Payment Order to us if desired.

D. Cancellation or Amendment of Transfer Instructions. We have no obligation to cancel or amend a Payment Order after its receipt by us. If you send us a request instructing us to cancel or amend a prior Payment Order and we are able to verify the authenticity of the cancellation or amendment request using the Security Procedures, we will make a reasonable effort to act on that request, provided that (i) we will have no liability if we fail to act on or complete the amendment or cancellation, and (ii) you agree to indemnify and hold us harmless from any and all Losses that we may incur in attempting to cancel or amend the Payment Order.

IV. ADDITIONAL PROCESSING MATTERS.

A. Unauthorized Payment Orders. You agree to notify us immediately of any unauthorized Payment Order, any payment to a beneficiary not intended by you, any payment in an amount greater than the amount you intended, and any Payment Order duplicative of a Payment Order you previously sent, along with the relevant facts relating to the error, or in any event no later than the next Business Day after you receive notice from us with information that the Payment Order was Accepted by us or that an Account was debited with respect to the Payment Order. You shall be liable to us for any Losses we incur as a result of your failure to discover the error and notify us within this time frame. Your duty to discover errors and notify us shall also apply to amendments to Payment Orders.

B. Inconsistent Name & Account Number Appearing in a Payment Order. If a Payment Order describes the intended recipient of funds inconsistently by name and account number, then you acknowledge that payment by receiving bank may be made on the basis of the account number even if that account is not owned by the person named in the payment order.

C. Intermediary Banks; Fedwire Notice. In acting on any Payment Order, we may utilize any means of transmission, funds transfer system or intermediary bank reasonably selected by us, which we consider suitable in our sole discretion, including, but not limited to our own internal systems and Fedwire, even if our selection differs from instructions in the Payment Order. In connection with your use of the Wire Transfer Service, we notify you of the following: (i) we may use Fedwire when acting upon your Payment Order; and (ii) any subsequent bank may use Fedwire when carrying out your Payment Order. The Fedwire Regulation governs our rights and obligations in any part of a Wire Transfer carried out through the use of Fedwire.

To the fullest extent permitted by Applicable Law, (A) any funds transfer system, communications system, or intermediary, agent or sub-agent we utilize to carry out your Payment Order shall not be our Service Provider, and shall be deemed to be your agent, and we shall not be liable for any errors, negligence, suspension or default of any of them or for any failure to identify the beneficiary or any mispayment by any of them, and (B) we shall not be liable for any errors, mutilations, delay, misdelivery or failure of delivery in the transmission of any Wire Transfers in connection with such transaction or for any suspension of any means of transmission or for any imposition of any censorship, exchange control or other restriction, all such risk being borne by you.

D. International Wire Transfers. We may issue separate Security Procedures and instructions relating to international Wire Transfers, which shall replace or be in addition to those for domestic Wire Transfers. International Wire Transfers are completed at your sole risk and

responsibility, including reimbursement of our Service Fees, expenses, and legal fees, and subject to all laws or decrees of any domestic or foreign government, taxing or postal authority, or other agency at the time the Wire Transfer is made.

From time to time, we may experience 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 may charge transfer taxes and other transfer fees that reduce the amount received. You hereby acknowledge and assume any expense in connection with such Wire Transfers which may be incurred by us in addition to our normal and customary charges. You are obligated to comply with all laws relating to the transfer of funds for foreign countries, individuals, or agencies. Noncompliance may result in the delay of Wire Transfers, fines, or confiscation of the entire amount of the Wire Transfer if an attempt is made to transfer funds to a sanctioned individual, agency and/or country.

In the event that there is a delay in wire transmission or an interruption in a wire transmission, we will request the intermediary institution(s) honor the stated value date, but we have no responsibility for the actual value applied for crediting funds to the payee. We do not guarantee that its correspondents or agents can or will make payment in U.S. Dollars, nor do we guarantee that there will not be a charge made by some other bank or banker effecting any Transfer initiated by us.

F. International Wire Transfers in Foreign Currency. The Wire Transfer Service also allows you to issue Instructions for the electronic transfer of foreign currency funds, converted from USD funds from an Account, for credit or payment to another account at a financial institution located outside of the U.S. (each, a “**Foreign Currency International Wire Transfer**”). Except as denominated in foreign currency, an International Wire Transfer is also a Wire Transfer and Payment Order. Foreign Currency International Wire Transfers will be executed by converting USD funds to the designated foreign currency. We do not provide foreign exchange rate quotes and we do not provide a guaranteed rate. The exchange rate will be disclosed to you in Online Banking after the currency conversion. Foreign exchange rates are constantly changing due to market conditions and may vary between your submission and the Bank’s execution of a Payment Order, and in connection with any returned Payment Order. Not all foreign currencies are available through the Service for conversion. We determine in our sole discretion which foreign currencies are available for conversion. The Bank is not responsible for Losses incurred as a result of the foreign exchange rate being applied to the conversion from USD to foreign currency. You acknowledge and agree that the exchange rate may change without notice and you bear all exchange rate risk arising from your Payment Orders in foreign currency. FDIC deposit insurance does not insure against any Losses due to foreign currency fluctuations. If a Payment Order is returned or rejected for any reason, or is subsequently cancelled by you or us, you agree to accept the refund in USD based on the Bank’s then current buying rate, converting the foreign currency to USD on the date of refund and deducting any charges and expenses the Bank incurs. The Wire Transfer Service Terms and Conditions apply to Foreign Currency Wire Transfers, except as stated in this Section.

SECTION 6. ACH ORIGATION SERVICE TERMS AND CONDITIONS

I. ACH ORIGATION SERVICE.

A. General. These ACH Origination Service Terms and Conditions set forth the terms and conditions under which you will use our ACH Origination Service to initiate Entries electronically for payments, (each, a **Credit Entry**) and/or collections (each, a **Debit Entry**). We will act as an Originating Depository Financial Institution (**ODFI**) with respect to such Entries. For Business Banking Customers, Credit Entries will be identified as “Batch” and Debit Entries will be referred to as “Collection” in Digital Banking.

B. Defined Terms. Unless otherwise defined in the Master Agreement, capitalized terms shall have the meanings provided in the NACHA Rules; provided, that the term “**Entry**” shall also mean the data received from you hereunder from which we initiate each Entry. For ease of reference by Company, “**Third Party Sender**” means a Third Party Service Provider that acts as an intermediary on behalf of an Originator or another Third Party Sender in transmitting Entries between the Originator and an ODFI, in this case the Bank, when there is no Origination Agreement between the Originator and the Bank. Also, “**Third Party Service Provider**” means an Organization that performs any functions on behalf of an Originator, ODFI, or RDFI acting in such capacity for such Entries) related to the processing of Entries, including the creation of the Files or acting as a Sending Point or Receiving Point on behalf of a Participating DFI. “**Nested Third Party Sender**” means a Third Party Sender that (i) has an Origination Agreement with another Third Party Sender to act on behalf of an Originator, and (ii) does not have a direct agreement with the Bank.

C. Pre-Conditions. The ACH Origination Service is subject to our approval, and pre-funding, Token Approvals, OOBA, and/or Dual Control requirements. In addition, you must have in place an ACH Origination Policy and Procedures, that address compliance with the Master Agreement and with the NACHA Rules and, in particular, deals with ACH Data Security as described in Section 6.VIII.D. Such ACH Origination Policy and Procedures are subject to our review at any time.

D. NACHA Rules. You agree as follows:

1. You authorize us to originate Entries on your behalf to accounts of Receivers;
2. You agree to obtain and maintain a current copy of, be bound by, and comply with the NACHA Rules;
3. You agree not to originate Entries that violate the laws of the U.S. and other Applicable Law;
4. We have the right to terminate or suspend the ACH Origination Service for breach of the NACHA Rules or if you take any action that does not permit us to comply with the NACHA Rules; and
5. We have the right to audit your compliance with the NACHA Rules and the Master Agreement.
6. You shall not use this Service as a Third Party Sender, or otherwise on behalf of a third party except as otherwise agreed to by us and upon execution of additional Documentation.

II. TRANSMITTAL OF ENTRIES.

A. Authorizations and Entry Limits.

1. You shall obtain the written authorization accordance with the NACHA Rules of any individual or entity Receiver before initiating an Entry.

2. We permit the

Types of Entries identified on the Authorization and Execution Agreement, as well as tax payments, or other types of Entries that may be permitted by us in writing from time to time.

3. There are special rules associated with any TEL, WEB, IAT or other consumer Debit Entries, which you must comply with before initiating such Entries.

4. You agree that your ability to originate Entries under these ACH Origination Service Terms and Conditions is subject to exposure limits established by us from time to time. We may also limit the transactions initiated by you to specific types of Entries.

B. Medium and Format. Each initiated Entry will be prepared and submitted in a mutually agreed upon medium and format specified by us in the Authorization and Execution Agreement and NACHA Rules. We may reject or refuse to execute any batch containing an Entry that is not prepared in accordance with the Documentation and Authorization and Execution Agreement.

C. Content. You are responsible for providing all information required by us prior to initiating Entries. You bear sole and exclusive responsibility to verify that the information entered within each Entry submitted to us is authentic, accurate and conforms to the NACHA Rules. The Services are only designed to respond to information provided by you. Accordingly, any inaccuracy in any information provided by you to us may result in unintended processing by us. We bear no responsibility for detecting or reporting any error in data provided by you and we will not be liable to you with respect to Entries that are inaccurate, incomplete, or otherwise incorrect.

D. Prenotification.

1. You should send prenotification that you intend to initiate an Entry to a particular account in accordance with the procedures set forth in the NACHA Rules or by us. You may initiate live dollar Entries on the same day of the prenotification but understand non-prenotification entries may be returned due to incorrect information not verified by the prenote.

2. The prenotification can be returned or result in a Notification of Change (NOC). If the prenotification is returned, you are responsible to research the reason for return and make any necessary changes/corrections before initiating another Entry. If the prenotification results in an NOC that we receive by the opening of business on the second Business Day following such Settlement Date, you must make the required changes prior to a subsequent Entry to the Receiver's account. If the NOC is received after that time, you must make required changes within six (6) Business Days or prior to a live Entry, whichever is later. For Business Banking Customers, for purposes of a NOC, the "Settlement Date" is identified as the "Effective Date" in Digital Banking.

E. Addenda Information. You shall ensure that any Addenda Information, in the form of payment, remittance or related data that you seek to transmit electronically through us in conjunction with an Entry is accurate, in proper form, and conforms to any and all requirements of the NACHA Rules. We reserve the right to decline to transmit any Addenda Information that is unreadable or un-processable or for any other reason provided for under the NACHA Rules. We are not responsible for ensuring and/or maintaining the confidentiality of any such Addenda Information.

III. PROCESSING AND SETTLEMENT OF ENTRIES.

A. Processing. We are authorized to receive, process, and initiate Entries transmitted by you using Business Online Banking, or using SFTP, or any other method agreed to by us. You must transmit Credit and Debit Entries to us on or before the daily Cutoff Time established by us from time to time. Any Entry received by us after the Cutoff Time may be processed on the next Business Day. Same Day Credit Entries may be initiated with our prior approval and subject to a fee we disclose, as long as the amount is below the limits specified by the NACHA Rules per Entry and the format requirements are met. We shall process Entries received from you that conform to the file specifications agreed upon by you and us and set forth in the NACHA Rules, transmit such Entries as an ODFI to the ACH Operator, and settle for such Entries as provided in the NACHA Rules. We may also permit you to transmit Entries directly to our Service Provider, if so requested; execution of additional Addenda by you is required. Unless the context requires otherwise, the NACHA Rules will apply to "On-Us Entries," which are Entries where the Receiver's account also resides at the ODFI. Company will act as Originator and Bank will act as an ODFI with respect to the Entries originated under this Service.

You acknowledge and agree that you will initiate Entries only for your Accounts and not as agent or on behalf of any other third party. Company may not and shall not process Entries for others or act as a Third Party Service Provider (TPSP) or Third Party Sender (TPS) without first providing a request to Bank in writing and obtaining prior written approval. Company will be required to agree to additional Service Addenda before using the Service as a TPSP or TPS. **Delivery of Entries.** We shall transmit Entries to the ACH Operator prior to the Effective Settlement Date shown in such Entries, provided (i) such Entries are received by our related Cutoff Time on a Business Day, (ii) except for Same Day Entries, the Effective Entry Date is at least one day prior to Effective Settlement Date and (iii) the ACH Operator is open for business on such Business Day. Entries shall be deemed received by Bank in the case of transmittal by electronic transmission, when the transmission (and compliance with any related Security Procedures provided for herein) is completed. Any Entry received by us or our Service Provider after the daily Cutoff Time may be processed on the next Business Day.

B. Methods of Processing. We in our sole discretion may choose to process Entries that we receive from you and from other customers in any order convenient to us.

C. Inconsistencies. You are responsible to ensure that there are no inconsistencies between names and account numbers. We are not responsible for detecting errors, including the identifying number of any intermediary bank or beneficiary bank, even if that number does not correspond to the bank identified by name. You acknowledge and agree that Transfers may be made on the basis of account number or other identifying number. We and any receiving bank (including any beneficiary bank and any intermediary bank) may rely on the account number or other identifying number of any bank, person or bank account specified in the Payment Order, even if such number identifies a bank, person

or bank account different from the bank, person, or bank account designated by name, and your obligation to pay the Payment Order or resulting Transfer to us is not excused in those circumstances. We may in our sole discretion choose not to acknowledge such Entries and may choose to return them, but we are not obligated to not acknowledge and return them.

D. Rejected Entries. Entries may be rejected by us or the ACH Operator for reasons specified in the NACHA Rules. We also have the right to reject any Entry because such Entry does not meet the criteria for submission and processing that we have agreed upon. Upon rejection of any Entry (or group of Entries) initiated by you, we will notify you through information and/or reports made available in the Service no later than the following Business Day that such Entry would otherwise have been transmitted by us to the ACH Operator. Notices of rejection shall be effective when given. Each rejected Entry will be unprocessed, returned, charged or credited back to the Settlement Account (as defined below). We assume no other responsibility with respect to such rejected Entry and you are responsible for remaking and resubmitting such Entry or otherwise handling the payments or charges with the Receiver. We may in our sole discretion remake and resubmit any rejected Entry but shall have no obligation to do so.

E. Cancellation or Amendment of Entries. You shall have no right to cancel or amend any Entry after its receipt by us. We shall, however, use reasonable efforts to act on a request by you for cancellation or amendment of an Entry prior to transmitting it to the ACH Operator or, in the case of an On-us Entry (an entry designated to an account held by us), prior to debiting/crediting a beneficiary's account provided such request complies with our Security Procedures, but we shall have no liability if such cancellation or amendment is not effected or not effected timely. You shall reimburse us for any Losses that we may incur in effecting or attempting to effect your request for the cancellation of any Entry.

F. Missed Deadlines. In the event that we miss a deadline for submission of ACH Entries, whether due to our delay or delay by you, we shall not be liable to you for such delay, but shall use reasonable efforts to meet the next succeeding ACH deadline.

G. Returns, Reinitiation and NOCs.

1. We will give you notice of returned Entries by such means as we deem appropriate, no later than one Business Day after the Business Day of such receipt. Except for an Entry you retransmit in accordance with the requirements of these Service Terms and Conditions, we shall have no obligation to retransmit a returned Entry to the ACH Operator if we complied with the terms hereof with respect to the original Entry. You shall be responsible for remaking and resubmitting any Debit Entries returned due to nonsufficient or uncollected funds, but not more than two times following the return. Where you request, and we are capable and agree, we will automatically reinitiate Debit Entries returned due to insufficient or uncollected funds.

2. Your rights to reinitiate a returned Entry under the NACHA Rules are further limited: (i) you may reinitiate an Entry when corrective action has been taken to remedy the reason for the return; (ii) neither of us shall knowingly resubmit Debit Entries returned due to stop payment unless reinitiation has been separately authorized by the Receiver after the Entry was returned; and (iii) you 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. We may debit the Settlement Account for all funds that you have received for Entries that are subsequently returned.

3. We 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. We will transmit any dishonored return Entry within five (5) Business Days of the Settlement Date of the return.

4. We will monitor the return rates of your Entries and we will require you to have in place a detailed plan, no later than ten (10) Business Days after request, to reduce return rates considered excessive under the NACHA Rules or we may terminate these ACH Origination Service Terms & Conditions or the Master Agreement. We may charge you any fines or Service Fees assessed against us by NACHA or an RDFI for returned Entries; we may exercise our right of setoff for such amounts in accordance with this Digital Banking & Treasury Management Agreement.

5. We shall provide you all information, as required by the NACHA Rules, with respect to each NOC Entry or Corrected NOC Entry received by us relating to Entries transmitted by you. We must provide such information to you within two Business Days of the Settlement Date of each NOC or Corrected NOC Entry. You shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) Business Days of Company's receipt of the NOC information from us or prior to initiating another Entry to the Receiver's account, whichever is later. We may refuse a NOC containing incorrect or incomplete information.

H. Reversals. You or we may initiate Reversing Entries as permitted by the NACHA Rules in the event that previously originated data is erroneous or duplicated. In so doing, you warrant that you have initiated Reversing Entries or files within five (5) Business Days of the original Entry or Entries, and within 24 hours of discovery of the error. You also warrant 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 day of the reversal.

I. Adjustments. We will give you prompt notice of Adjustment Entries received by us and we are authorized to debit or credit the Settlement Account for such Adjustment Entries.

J. Right to Refund for Debit Entries. When initiating a Debit Entry, you acknowledge the right of a Receiver 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 and/or warranties set forth in the NACHA Rules and pursuant to Regulation E.

You shall promptly investigate the claim of error from a Receiver and shall, upon our request, provide us with copies of all documentation relating to such error to allow for appropriate adjustments to the Receiver's account, if any are required.

You authorize us to debit your Account for any returned Debit Entry, whether or not the debit creates an overdraft. You shall promptly reimburse us for any returned Debit Entry and for all funds you have received when a consumer follows the Regulation E error resolution procedures.

IV. PAYMENT ORDERS AND TRANSFERS.

Each Entry that we process and transmit is a Payment Order. Transfers will be originated based on the Payment Orders. You agree to be obligated for any Payment Orders submitted by you or on your behalf.

V. PAYMENT AND SETTLEMENT.

A. **Settlement Account.** You shall maintain with us a demand deposit account for settlement and payment purposes (the “**Settlement Account**”). You shall maintain Available Funds in the Settlement Account in an amount sufficient to cover all Credit Entries initiated by you. For ACH Debit Entries, funds will be credited 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 the Bank.

B. **Payment.**

1. You shall pay us the amount of each Credit Entry transmitted by us at such time on the Settlement Date with respect to such Credit Entry as we, in our discretion, may determine.

2. You shall promptly pay us the amount of each Debit Entry returned by an RDFI that was transmitted by us hereunder.

3. We shall pay you the amount of each Debit Entry transmitted by us at such time on the Settlement Date with respect to such Debit Entry as we, in our discretion, may determine, and the amount of each On-Us Entry at such time on the Effective Entry Date with respect to such Entry as we, in our discretion, may determine.

4. We shall promptly pay you the amount of each Credit Entry returned by an RDFI that was transmitted by us hereunder.

C. **Pre-Funding.** We will conduct an evaluation when you request the Service and we will determine if we require “Pre-Funding.” We have the right to require but are not obligated to require Pre-Funding. For Accounts subject to Pre-Funding, You shall maintain Available Funds in the Settlement Account in an amount sufficient to cover all Credit Entries initiated by you:

For Business Banking Customers: up to two Business Days before the Settlement Date;

For Commercial Banking Customers: on the date of transmission (i.e., the date the ACH Batch is received by the Bank from you).

For Accounts subject to Pre-Funding, we will cancel and not originate any ACH Credit Entry batch that does not have sufficient Available Funds for the entire ACH Credit Entry batch on date set forth in this Section above. As part of providing the Service, we may, at our discretion, conduct additional reviews periodically and re-determine whether Pre-Funding will be required.

If we do not require Pre-Funding either at the time the Service is requested, or due to a subsequent review and determination (and notwithstanding that the Authorization & Execution Agreement may still indicate that Pre-Funding is required), and you do not have sufficient Available Funds to cover an ACH Credit Entry batch on the Settlement Date, we may in our sole discretion either overdraw the Settlement Account and release and originate the batch or cancel and not originate the batch.

In any case, we may overdraw the Settlement Account to pay chargeback returns. We will not be liable for any missed payments/collections, deadlines, or Service Fees associated with your failure to ensure Available Funds before originating any ACH Entries.

VI. SECURITY PROCEDURES.

A. **Purpose.** You shall comply with our requirements and guidelines for security best practices with respect to Entries transmitted by you to us. You acknowledge that the purpose of such Security Procedures is for verification of authenticity and not to detect an error in the transmission or content of an Entry. No Security Procedure for the detection of any such error has been agreed upon between us.

B. **Agreement to Commercially Reasonable Procedures; File Confirmation.** Bank offers Security Procedures that apply to the ACH Origination Service and Payment Orders, and Company’s use of the ACH Origination Service constitutes Company’s acceptance of those Security Procedures as commercially reasonable for the type, size, frequency and volume of Company’s Payment Orders and as a means of authenticating a Payment Order communicated to Bank by or on behalf of Company. Company acknowledges that the Security Procedures are used to verify the authenticity of, and not to detect errors in, any Payment Order. Any Payment Order communicated by or on behalf of Company shall be effective as the funds transfer instruction or Payment Order of Company, and shall be enforceable against Company, whether or not authorized and regardless of the actual identity of the sender thereof, if such Payment Order is received in accordance with the applicable Security Procedures, and if Bank accepts such Payment Order in good faith. In addition, if any Payment Order was actually communicated or authorized by Company or Company otherwise benefited from such Payment Order (or resulting Entry), then Company will be obligated to pay Bank the amount of the respective Entry without regard to whether Bank complied with the Security Procedures. Bank may, in its discretion, use additional procedures to verify the authenticity of any Payment Order. Company agrees to implement any other reasonable authentication or Security Procedures established by Bank. We have the right, but are not obligated, to contact you to validate the authenticity of any ACH file.

C. **Compliance with Security Procedure.** If Company chooses to communicate any Payment Order (including any cancellation or amendment thereof) to Bank in a manner that varies from the Security Procedures, and if Bank accepts such Payment Order in good faith, then Company agrees to be bound by such Payment Order, whether or not authorized, and Company will be deemed to have refused the Security Procedures that Bank offers and recommends as commercially reasonable, and Company will be obligated to pay Bank the amount of such Entry. However, Bank has no obligation to accept any Payment Order that is not communicated in compliance with the Security Procedures. Bank shall not be responsible for refusal to act upon any Payment Order received which does not comply with these Service Terms, including where Bank’s reasonable efforts to verify the Payment Order in accordance with the Security Procedures have failed or where such action is delayed until verification can be obtained. If an Entry (or a request for cancellation or amendment of an Entry) received by us purports to have been transmitted or authorized by you, it will be deemed effective as your Entry (or request) and you shall be obligated to pay us the amount of such Entry even though the Entry (or request) was not authorized by you, provided we accepted the Entry in good faith and acted in compliance with our recommended security best practices.

VII. REPRESENTATIONS; INDEMNITY; Liability.

A. **Your Representations.** With respect to each and every Entry initiated by you, you represent and warrant to us and agree that:

1. Each person shown as the Receiver on an Entry received by us from you has authorized the initiation of such Entry and the crediting or debiting of its Account in the amount and on the Effective Entry Date shown on such Entry, such authorization was obtained in the manner permitted by the NACHA rules or Applicable Law, and such authorization is operative at the time of transmittal or crediting or debiting by us as provided herein and has not been revoked.

2. Entries transmitted to us by you are limited to those types of Entries set forth in Article II of these Service Terms and Conditions.

3. You shall perform your obligations under these Service Terms and Conditions in accordance with all Applicable Law, 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 you shall not originate ACH transactions to or act on behalf of a blocked party. You realize that in holding an account or otherwise acting on behalf of a blocked party we are responsible for freezing the proceeds of ACH transactions involving the party and reporting them to OFAC.

4. You shall, with respect to banking information transmitted or exchanged between you, as Originator, and the Bank as ODFI, an RDFI, the ACH Operator or a Receiver using an Unsecured Electronic Network, both prior to the key entry and through transmission of any such information (i) encrypt the information or (ii) transmit or receive the information via a secure session, in either case using a commercially reasonable security technology that complies with Applicable Law. You shall implement advancements to such encryption technology as they become available.

5. You shall be bound by and comply with the NACHA Rules as in effect from time to time, including, without limitation, the provisional payment of an Entry by the RDFI to the Receiver, which is provisional until receipt by the RDFI of final settlement for such Entry. You specifically acknowledge that you have received notice of the NACHA Rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and you shall not be deemed to have paid the Receiver the amount of the Entry.

B. Limits of Our Liability. In the performance of the ACH Origination Service, we shall be entitled to rely solely on the information, representations, and warranties provided by you, and shall not be responsible for investigating or confirming the accuracy or completeness thereof. We shall not be responsible for your acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or authorization of any Entry received from you) or those of any other person, including without limitation any Federal Reserve Bank, Automated Clearing House or transmission or communication 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 our agent.

In addition to the provisions of the Master Agreement, with respect to ACH Services, we shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in our having exceeded any limitation upon our intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in our reasonable judgment otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

C. Indemnification. You shall indemnify and hold us harmless from and against all Losses resulting directly or indirectly from (a) breach of any warranty set forth in these Service Terms and Conditions; (b) debiting or crediting of the amount of an Entry as requested by you, (c) delay of any institution other than us in debiting or crediting or the failure of such institution to debit or credit, the amount of any Entry as requested by you, (d) your delay in initiating or your failure to initiate any Entry and (effecting or attempting to effect your request for the reversal or cancellation of an Entry, and € a claim of any person that we are responsible for any act or omission of you or any other person described in Section 6.VII.B above.

VIII. MISCELLANEOUS REQUIREMENTS.

A. Data Retention.

1. You shall retain data on file adequate to permit remaking of Entries for fourteen (14) days following the date of their transmittal by us as provided herein, and shall provide such data to us upon our request.

2. The NACHA Rules require you to obtain authorizations from all Receivers, consumer and corporate, and you must retain such consents and authorizations for two years after they expire. You must provide a copy of the authorization to consumer Receivers for Debit Entries to be initiated (special rules are set forth in the WEB and TEL addenda) and must respond to us within five (5) Business Days (starting with the Business Day the request is sent) with an accurate record evidencing the Receiver's authorization.

3. Without limiting the generality of the foregoing provisions, you specifically agree to be bound by and comply with all applicable provisions of the NACHA Rules regarding the retention of documents, including, without limitation, your responsibilities to retain all items and source documents or records.

B. Records. All Entries, Security Procedures and related records used by us for transactions contemplated by these Service Terms and Conditions shall be and remain our property. We may, at our sole discretion, make available such information upon your request. Any expenses incurred by us in making such information available to you shall be paid by you.

C. Cooperation in Loss Recovery Efforts. In the event of any damages for which either of us may be liable to each other or to a third party pursuant to the ACH Origination Service, we will each undertake reasonable efforts to cooperate with each other, as permitted by Applicable Law, 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.

D. ACH Security Framework. You acknowledge that you 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: (i) protect the confidentiality and integrity of Protected Information until its destruction, (ii) protect against anticipated threats or hazards to the security or integrity of Protected Information until its destruction, and (iii) protect against unauthorized use of Protected Information that could result in substantial harm to a natural person.

“**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. In addition, you must render Depository Institution Account Numbers unreadable when stored electronically no later than the time you reach the entry thresholds established by NACHA. Such policies, procedures, and systems must include controls that comply with applicable regulatory requirements and guidelines on access to all systems used by such non-consumer Originator to initiate, process, and store Entries. You, as a non-consumer Originator, agree 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.

E. Your Use of a Processing Service Provider. You shall not engage a TPSP to generate and/or transmit Entries to us without our prior written consent and without requiring such third party to first enter into a written agreement with us setting out the relationship, rights and duties between such TPSP and us. You agree any such TPSP shall be your agent for all purposes under the Service, including our right to give notices to such TPSP and receive directions from such TPSP, all on your behalf. The TPSP must also comply with the ACH Security Framework rule described above. You shall indemnify us against any Losses with regard to a breach of these Service Terms and Conditions that may result from the actions of any such TPSP.

F. Additional Notice. The Bank is required to give Company the following notice per the NACHA Rules. For a Credit Entry subject to UCC Article 4A, an ODFI must provide the Originator with notice, as part of the Origination Agreement that:

- (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 (Note, Company and the Bank have agreed that the laws of the State of Illinois shall govern respective rights and obligations);
- (iii) credit given by the RDFI to the Receiver for the Entry is provisional until the RDFI 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 the RDFI does not receive such payment for the Entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver’s account and the Originator will not be considered to have paid the amount of the Credit Entry to the Receiver.

SECTION 7. FRAUD MANAGEMENT SUITE SERVICE TERMS AND CONDITIONS

I. **CHECK POSITIVE PAY SERVICE.**

A. General. These Service Terms and Conditions set forth the terms and conditions under which you will use our Check Positive Pay Service to determine those Items we should pay from your Account. The purpose of this Service is to monitor, detect, and prevent payment of Items presented for payment against your Account that are fraudulent or were not otherwise authorized by you.

B. Defined Terms. Unless otherwise defined herein, capitalized terms have the meanings provided in the Master Agreement.

Exception Item means an Item that does not match the Items Issued Data.

Exception Report means a listing of Exception Items we make available to you online.

Items Issued Data means the required information with respect to each Item issued against an Account required for purposes of performing the Service, that you prepare and electronically transmit to us in the Items Issued File.

Items Issued File means the file that you prepare and electronically transmit to us containing Items Issued Data.

Positive Pay Cutoff Time means the Cutoff Time before which you must review Exception Items and instruct us to return selected Exception Items.

C. Security Procedures. The Service will be accessed via a portal within Business Online Banking and the applicable Security Procedures. You acknowledge that the Security Procedures are used to verify the authenticity of, and not to detect errors in each Items Issued File. The Items Issued File shall be effective as the Instruction from you, whether or not authorized and regardless of the actual identity of the signer, sender, or transmitter thereof, if such Items Issued File is received in accordance with the applicable Security Procedures, and if we accept the Items Issued File in good faith. We have no obligation to accept any Items Issued File that is not transmitted in compliance with the format requirements. We shall not be liable for any Losses suffered by you as a result of our refusal to act upon any Items Issued File transmitted to us other than in accordance with the Security Procedures and format requirements.

D. **Our Respective Responsibilities.**

1. **Requirements for Performance.** We will perform our Check Positive Pay Service for each of your Accounts with us that is designated for the Service in the Authorization & Execution Agreement. In performing the Service, we will make the determination to pay each Item drawn on an Account based upon an automated comparison of pertinent information appearing on such Item and corresponding Items Issued Data provided by you in the Items Issued File. You remain responsible for maintaining a balance of Available Funds in each Account which is sufficient to cover the Items which we are authorized to pay under these Service Terms and Conditions, and we reserve the right, in our sole discretion, to return any Item which is not covered by Available Funds in the Account on which such Item is drawn, or pay such Item and overdraw the Account.

2. **Transmittal.** You shall transmit to us the Items Issued Data, including any outstanding (unpaid) Items issued, on the commencement of the Service. Such information shall be transmitted to us in accordance with the Documentation, and it shall be compiled and maintained by us during the term of these Service Terms and Conditions for use by us in performing the Service. You remain responsible for maintaining your own records of Items Issued Data, including copies of the Items Issued Files, for your accounting record keeping, and internal control purposes.

3. **Authorization to Pay.** We are authorized and directed to honor and charge to the Account each Item presented to us whose magnetically encoded Item serial number, corresponding dollar amount, and, if designated in the Authorization & Execution Agreement, the Payee information match any Items Issued Data in the Items Issued File, without manual examination for signature verification or for any other purpose. Without limiting the foregoing, we are authorized to pay such matching Items regardless of whether (i) such Items are unsigned, (ii) any manual or facsimile signatures are genuine and authorized by or on behalf of you, (iii) such Items are in fact issued by you, (iv) such Items are made out to the intended payee, and (v) the amount of any such Items exceeds any general limitation otherwise specified by you for the Account. You agree that such automated processing and payment of Items which match the Items Issued Data shall constitute ordinary care by us.

4. **Exception Items.**

a. For any Exception Item, we shall notify you of the Item number and amount of such Exception Item, and request your instruction to either pay or return such Item. We shall also furnish a copy of such Item to you in an Exception Report. Our notification to you regarding Exception Items shall be through use of Business Online Banking on the next Business Day following the day the Items in question are presented to us for payment.

b. For each Exception Item that is reported by us to you, you shall decision to either pay or return (dishonor) such Exception Item. Your instruction shall be given through use of Business Online Banking prior to the Positive Pay Cutoff Time on the same Business Day. If you fail to properly instruct us with respect to any Exception Item prior to the Cutoff Time, then we are authorized and directed to return unpaid (dishonor) such Exception Item(s), unless we otherwise agree in writing to pay all such Exception Items. Applicable Law requires that we as the drawee/payor bank indicate the reason for returning Items presented to us for payment, and we are authorized to indicate as the reason for such return as either payment stopped, refer to maker, or other reason we deem appropriate.

c. **Authorization to Return.** WE ARE AUTHORIZED AND DIRECTED TO RETURN (DISHONOR) EACH EXCEPTION ITEM PRESENTED TO US AND NOT MARKED FOR PAYMENT BY YOU AS REQUIRED PRIOR TO THE POSITIVE PAY CUTOFF TIME AS SET FORTH ABOVE. YOU AGREE THAT SUCH AUTOMATED PROCESSING AND RETURN OF ITEMS SHALL CONSTITUTE ORDINARY CARE BY US.

E. Limitations.

1. **Items Covered by Service.** This Service applies to Items that are presented for payment to us through normal inter-bank clearings. This Service does not apply to Items that the Bank has already cashed, negotiated, or is otherwise obligated to pay or honor under Applicable Law. It is also not designed to compare your list of issued Items against Items that are presented in any other manner (e.g., at a teller window, through an automated teller machine, or by mail). At our sole discretion, we may attempt to compare the Items Issued Data with such Items; however, we will not be liable for failure or refusal to do so.

2. **Exceptions.** The Service does not apply to Items that have been finally paid before the effective date in any Items Issued Data or the Business Day of our receipt of an Items Issued File.

3. **Reliance on MICR Encoding.** We will not be obligated to verify signatures on any Items that match the Items Issued Data you provide. You understand and agree that we may compare your information on approved Items with information which is encoded or written on the Items presented to us for payment. We will not be required to physically examine matching Items to confirm they are properly signed, completed and encoded. We may rely on such a process and the process will be deemed an acceptable standard of care for this Service and Account. As such, you shall review promptly all statements, returned Items, reports and other Item and transaction information we make available to you as set forth in this Digital Banking and Treasury Management Agreement.

4. **Accuracy of Information.** You shall provide Items Issued Data to us in the form and format that we specify for this Service as stated in the Authorization & Execution Agreement or Documentation. You assume full responsibility for the completeness and accuracy of all information furnished to us. We assume no responsibility for detecting or correcting ambiguous, incomplete, untimely or inaccurate information provided by you. Our willingness to process nonconforming information will not be considered a waiver of any requirement of these Service Terms and Conditions, and we may discontinue processing nonconforming information without prior notice.

5. **Stale-Dated and Post-Dated Items.** We will not pay stale-dated Items. Stale dated Items are Items that are more than 120 days after the check date. We may pay post-dated Items. We will present these Exception Items to decision.

6. **Reporting.** Detailed Item information, including the outstanding issue reports and stale dated reports, are available on Business Online Banking.

F. Items Issued File. You are solely responsible for the proper formatting, accuracy, completeness, and timely delivery of each Items Issued File delivered or transmitted to us by or on your behalf. Any Items Issued File received by us after the Cutoff Time for receipt may be treated by us as received on the following Business Day. We are not responsible for detecting errors contained in any Items Issued File, and we are entitled to rely on the information contained in each Items Issued File, and in the Items Issued Data maintained by us reflecting all such Items Issued Files transmitted by you, as being correct, complete, and up-to-date. Any Items Issued File that is rejected or containing errors will be reported to you within Business Online Banking. If your transmission of any Items Issued File is rejected because it does not conform to the applicable requirements, you shall import and transmit a corrected Items Issued File.

G. Back-up Process. In the event that Business Online Banking is not available to review the Exception Report we may, in our sole discretion, send the Exception Items through secure email. In the event that we provide you with an Exception Report, you must notify us of your pay or return decision by responding to the secure email by the Positive Pay Cutoff Time. We will then process the Exception Items in accordance with the provisions above.

II. CHECK REVERSE POSITIVE PAY SERVICE.

A. General. These Service Terms and Conditions set forth the terms and conditions under which you will use our Reverse Positive Pay Service. The purpose of this Service is to review, detect, and return suspicious, fraudulent, and other unauthorized Items presented for payment against your Account.

B. Defined Terms. Unless otherwise defined herein, capitalized terms have the meanings provided in the Master Agreement.

Reverse Positive Pay Cutoff Time means the time before which you must review presented Items and instruct us to return or pay selected Items.

Returned Item means any Item designated by you to be returned using the Check Reverse Positive Pay. We will automatically return each Item marked by you before the Reverse Positive Pay Cutoff Time.

Return Reason means the reason you select from the menu provided.

C. Security Procedures. The Service will be accessed within Business Online Banking. You and we shall comply with the Security Procedures requirements described and agreed to in the Digital Banking Terms and Conditions and in other terms and conditions of the Master Agreement.

D. Our Respective Responsibilities.

1. **Requirements for Performance.** We will perform our Check Reverse Positive Pay Service for each of your Accounts with us that are designated for the Service in the Authorization & Execution Agreement. In performing the Service, you will make the determination to pay or return each Item presented for payment against an Account based upon your records in your sole possession. You remain responsible for maintaining a balance of Available Funds in each Account which is sufficient to cover the Items which you pay under these Service Terms and Conditions, and we reserve the right, in our sole discretion, to return any Item which is not covered by Available Funds in the Account on which such Item is drawn or to pay the Item and overdraw the Account. The Check Reverse Positive Pay Service cannot be used to review and return Items that are presented in any manner other than normal inter-bank clearings (e.g., at a teller window, through an automated teller machine, or by mail).

2. **Your Responsibilities.** Each Business Day you are notified, via an automated e-mail alert, if you have Items being presented against your Account for payment. When Items are presented, you must log-in to Business Online Banking, review the presented Items, verify that each Item matches your internal records, and mark to "Return" or "Pay" before the Reverse Positive Pay Cutoff Time on the same Business Day. For each Item you instruct us to return (dishonor), you shall also select a Return Reason.

3. **Default Authorization to Return.** Unless otherwise agreed to by us in writing, we are authorized and directed to return unpaid each Item presented to us and not marked to "Pay" by you as required prior to the Reverse Positive Pay Cutoff Time as set forth above. Applicable Law requires that we as the drawee/payor bank indicate the reason for returning Items presented to us for payment, and we are authorized to indicate as the reason for such return either payment stopped, refer to maker, or other reason we deem appropriate.

4. **Authorization to Return.** WE ARE AUTHORIZED AND DIRECTED TO RETURN (DISHONOR) EACH ITEM PRESENTED TO US AND NOT MARKED FOR PAYMENT BY YOU AS REQUIRED PRIOR TO THE POSITIVE PAY CUTOFF TIME AS SET FORTH ABOVE. YOU AGREE THAT SUCH AUTOMATED PROCESSING AND RETURN OF ITEMS SHALL CONSTITUTE ORDINARY CARE BY US.

5. **Back-up Process.** In the event that Business Online Banking is not available to review the Items presented, we may, in our sole discretion, send the Items, or information regarding the Items through secure email. In the event that we send you the Items or related information via secure email, you must notify us of your pay or return decision by responding to the secure email by the Reverse Positive Pay Cutoff Time. We will then process the Items in accordance with the provisions above.

E. Limitations.

1. **Items Covered by Service.** This Service applies to Items that are presented for payment to us through normal inter-bank clearings. This Service does not apply to Items that the Bank has already negotiated, or is otherwise obligated to pay or honor under Applicable Law.

2. **Exceptions.** We assume no duty to identify and/or return duplicate Items, Items with duplicate serial numbers, misencoded Items, or Items lacking an encoded serial number unless identified by you and marked for return by you using the Check Reverse Positive Pay Service.

3. **Reliance on MICR Encoding.** We will not be obligated to verify signatures on any Items. You understand that the Service will not automatically identify counterfeit or duplicate Items. As such, you shall, in accordance with the terms of the Master Agreement review all daily activity, statements, returned Items, reports and other Item and transaction information we make available to you.

4. **Stale-Dated and Post-Dated Items.** We may pay stale- dated and post-dated Items unless you place a stop payment order or instruct us to return the Item using the Check Reverse Positive Pay Service.

5. **Stopping Payment.** If you desire to stop payment on an issued Item, you must issue a stop-payment order with respect to such Item in accordance with our usual stop payment procedures.

III. ACCOUNT RECONCILIATION SERVICE

Full Account Reconciliation Services – To utilize the Bank's Full Account Reconciliation Services, you are required to enroll in the Check Positive Pay Services as described in the Fraud Management Suite Service Terms and Conditions. At the end of each statement cycle, we agree to provide you with the reconciliation report which contains beginning monthly balance, all credits received, Checks paid, outstanding Checks (based on the Items Issued Files) and ending balance. Business Online Banking allows you to download each reconciliation report.

Partial Account Reconciliation Service – Under the Partial Account Reconciliation Service, we will provide you with a file of the Checks that have cleared your Account for each Business Day, which can be obtained by you via Business Online Banking.

IV. ACH POSITIVE PAY SERVICE.

A. General. These Service Terms and Conditions set forth the terms and conditions under which you will use our ACH Positive Pay Service to review, and detect fraudulent or otherwise unauthorized ACH Debit Items (as defined below) presented for payment against your Account, and instruct us to pay those ACH Debit Items authorized by you and return those ACH Debit Items not authorized by you. You may also define ACH Debit Item payment Rules.

B. Defined Terms. Unless otherwise defined herein, capitalized terms have the meanings provided in the Master Agreement.

ACH Debit Item or **Item** means an Entry (as defined in the NACHA Rules) originated by a third party to debit funds from an Account.

ACH Positive Pay Cutoff Time means the time before which you must review presented Items and decision selected Items.

Exception Item means an ACH Debit Item presented to you to decision to return or pay.

Returned Item means any Item designated by you to be returned using ACH Positive Pay. We will automatically return each Exception Item marked by you before the Cutoff Time.

Rule means the standing rule you instruct us to apply to an exception as to the status of the ACH Debit Item payee. Either to always pay or pay only within the stated limits.

C. Security Procedures. The Service will be accessed within Business Online Banking. You and we shall comply with the Security Procedures requirements described, and agreed to, in the Digital Banking Terms and Conditions and other terms and conditions of the Master Agreement.

D. Requirements for Performance.

1. **Our Responsibilities.** We will perform our ACH Positive Pay Service for each of your Accounts with us that is designated for the Service in the Authorization & Execution Agreement or established over Business Online Banking by presenting Exception Items for you to decision. In performing the Service, you will make the determination to pay and post to the Account or return each Exception Item presented within the Service based upon your records in your sole possession. You remain responsible for maintaining a balance of Available Funds in each Account which is sufficient to cover the Items which you pay under these Service Terms and Conditions, and we reserve the right, in our sole discretion, to return any Item which is not covered by Available Funds in the Account on which such Item is to be debited, or pay the Item and overdraw the Account. You authorize us to and we will pay Exception Items marked by you to "Pay."

2. **Your Responsibilities.** You may create a Rule to always pay a certain payee or to only pay a certain payee if under a specified amount entered by you. However, you do not need to create a Rule. Exception Items include all ACH Debit Items presented for payment if you do not create Rules, or all ACH Debit Items presented for payment that do not meet the parameters of Rules you have set. Each Business Day you are notified, via an automated e-mail alert, if you have Exception Items being presented against your Account for payment. When Exception Items are presented, you must log-in to Business Online Banking, review the presented Exception Items, and decision each Exception Item to pay or return with a Return Reason before the ACH Positive Pay Cutoff Time on the same Business Day.

3. **Default Authorization to Return Items.** Unless otherwise agreed to by us in writing, we are authorized and directed to return unpaid each Exception Item presented to us and not marked to "Pay" by you as required prior to the ACH Positive Pay Cutoff Time as set forth above. Applicable Law requires that we as the drawee/payor bank indicate the reason for returning Items presented to us for payment, and we are authorized to indicate as the reason for such return either payment stopped, refer to maker, or other reason we deem appropriate.

4. **Authorization to Return.** WE ARE AUTHORIZED AND DIRECTED TO RETURN (DISHONOR) EACH EXCEPTION ITEM PRESENTED TO US AND NOT MARKED FOR PAYMENT BY YOU AS REQUIRED PRIOR TO THE ACH POSITIVE PAY CUTOFF TIME AS SET FORTH ABOVE. YOU AGREE THAT SUCH AUTOMATED PROCESSING AND RETURN OF ITEMS SHALL CONSTITUTE ORDINARY CARE BY US.

5. **Back-up Process.** In the event that Business Online Banking is not available to review the Exception Items we may, in our sole discretion, send the Exception Items through secure email. In the event that we provide you with the Exception Items via secure email, you must notify us of your pay or return decision by responding to the secure email by the ACH Positive Pay Cutoff Time. We will then process the Exception Items in accordance with the provisions above.

E. Limitations.

Items Covered by Service. This Service applies to ACH Debit Items that are presented for payment to us. This Service does not apply to ACH Debit Items that the Bank is obligated to pay or honor under the NACHA Rules or other Applicable Law.

Exceptions. We assume no duty to identify and/or return duplicate Items and payees with multiple ACH Company IDs presented to you within the ACH Positive Pay Service.

You understand that the Service will not automatically identify counterfeit or duplicate Items. As such, you shall promptly and in accordance with the Master Agreement review all daily activity, statements, returned Items, reports and other Item and transaction information we make available to you.

F. Company Liability. You agree to indemnify and hold us harmless from and against any and all other Losses resulting directly or indirectly from your delay or failure to review all Exception Items and make a timely decision before the ACH Positive Pay Cutoff Time, and from our payment or return of each ACH Debit Entry in accordance with your decisions and Rules.

V. ACH DEBIT BLOCK.

A. General. These Service Terms and Conditions set forth the requirements for the Bank to block all ACH Debit Items from posting to the applicable Account(s), and permit individual ACH Debit Items to post to the Account(s) according to any Rule(s) you have established with us.

B. Defined Terms. Unless otherwise defined herein, capitalized terms have the meanings provided in the ACH Positive Pay Service Terms & Conditions, or if not defined therein, then in other Sections of the Master Agreement.

C. Bank Rights and Responsibilities.

1. Subject to payment in accordance with any Rules you establish, each Business Day, the Bank will automatically return all ACH Debit Items that are presented for payment against the applicable Account(s).

2. You may create a Rule to always pay a payee, or to only pay a payee if the ACH Debit Item is under a specified amount entered by you. However, you do not need to create a Rule. We will pay ACH Debit Items as authorized per your Rules

3. We may return any Entry that would be returned for any reason under the NACHA Rules or under the Master Agreement. We may pay any Entries, reversals, or adjustments which we are required to accept under the NACHA Rules, or other Applicable Law.

4. If the ACH Debit Block is terminated for any reason, the Bank will no longer be obligated to monitor ACH Debit Items and will receive, and either accept them and post them to the applicable Account, or return them in accordance with our normal procedures. Company still has the right to return Entries in accordance with the NACHA Rules.

5. Authorization to Return. WE ARE AUTHORIZED AND DIRECTED TO RETURN (DISHONOR) ALL ACH DEBIT ITEMS PRESENTED TO US, OTHER THAN THOSE AUTHORIZED FOR PAYMENT IN ACCORDANCE WITH ANY RULES YOU SET. YOU AGREE THAT SUCH AUTOMATED PROCESSING AND RETURN OF ITEMS SHALL CONSTITUTE ORDINARY CARE BY US.

D. Limitations.

1. Items Covered by Service. This Service applies to ACH Debit Items that are presented for payment to us. This Service does not apply to ACH Debit Items that the Bank is obligated to pay or honor under Applicable Law.

2. Exceptions. We assume no duty to identify and/or return duplicate Items and payees with multiple ACH Company IDs.

3. You understand that the Service will not automatically identify counterfeit or duplicate Items honored and paid in accordance with a Rule you established. As such, you shall review promptly all daily activity, statements, returned Items, reports and other Item and transaction information we make available to you.

V. WAIVER.

You acknowledge and agree that: (a) we shall be deemed to have exercised ordinary care whenever we rightfully pay or return an Exception Item or Item consistent with the provisions of the Master Agreement; (b) if we return (dishonor) an Exception Item or Item consistent with the provisions of the Master Agreement, such dishonor will be rightful and you waive any right you may have under UCC 4-402 for wrongful dishonor; (c) if we pay (honor) any Exception Item or Item consistent with the terms of this Master Agreement, then such honor will be rightful and you waive any claim you may have under UCC 4-401 for wrongful honor.

SECTION 8. BUSINESS MOBILE BANKING TERMS & CONDITIONS

I. BUSINESS MOBILE BANKING

These Mobile Banking Service Terms and Conditions governs your use of our Business Mobile Banking Service.

A. Functions and Features. Mobile Banking permits you to access and use the Online Banking Services on Accounts through the use of a Mobile Device and our Mobile Application.

B. Transaction Approvals and Exception Decisions. We may, at our option and in our sole discretion, permit you to use Mobile Banking to (i) make approvals for Dual Control, with respect to ACH Entries and Wire Transfers, (ii) approve ACH transaction files, and (iii) decision Positive Pay exceptions (excluding Check Reverse Positive Pay), if and as entitled by your Corporate Administrator or another Corporate User with authority. If you submit an approval or decision via Mobile Banking, the approval may be impacted by the Mobile Device connection or other telecommunications disruptions. We are not responsible or liable for Mobile Device connectivity issues or telecommunication service disruptions.

C. Fees and Charges. We do not charge a Fee to use Mobile Banking. Depending on how you access Mobile Banking, you may incur normal Account fees and service charges, and fees from your wireless carrier and other service providers.

D. Official Records and Statements. Mobile Banking is provided for your convenience and does not replace your Account statement, which is the official record of your Account.

E. Security Procedures. You must follow the Security Procedures for Business Online Banking, as they may be updated, changed or revised from time to time, in order to effect transactions using the Services.

F. Privacy. See our Mobile App Privacy Notice (<https://www.bylinebank.com/privacy-policy/mobile-app-privacy/>) and Website Privacy [Policy](#) and [Privacy Information for California Residents](#) (<https://www.bylinebank.com/privacy-policy/>) to see how we treat your data.

G. Application-Based Service.

The end-user license terms in this Section ("EULA") govern your use of our Mobile Application. By consenting to the EULA or downloading the Mobile Application, you consent to this EULA.

1. **General.** You agree that the Mobile Application is licensed, not sold, solely for your use in accessing Mobile Banking. You agree not to reverse engineer, decompile, disassemble or attempt to learn the source code of any Mobile Application. You understand and agree that although Mobile Banking is encrypted, it may include personal or confidential information about you such as your Account activity or status.
2. **Ownership.** You acknowledge and agree that a third party licensor to us and/or their third parties (collectively, "**Licensor**") is the owner of all right, title and interest in and to the downloaded software in the Mobile Application to be used for access to Mobile Banking and the computer programs contained in the Software in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "**Software**").

3. **License.** Subject to this EULA, you are hereby granted a limited, nonexclusive non-assignable, non-transferable license to use the Software in accordance with this EULA. All rights not expressly granted to you by these terms and conditions are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. These terms and conditions and your license may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
4. **Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.
5. **Disclaimer Warranty.** THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.
6. **Limitations of Warranty.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, OR THE BANK AS PROVIDER OF FINANCIAL SERVICES AVAILABLE THROUGH THE SOFTWARE OR ANY OF THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY LOSSES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) ("THEORY") UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR, THE BANK, OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.
7. **Liability.** In no event will we or Licensor, or our respective service providers and affiliates be liable for Losses that may arise from or related to your use of the Software, regardless of whether we are advised of the possibility of such Losses and regardless of the Theory upon which any claim is based. Also, neither Licensor nor your wireless carrier is the provider of any Mobile Banking services available through the Software, and neither Licensor nor your wireless carrier is responsible for the Mobile Banking services.

H. Limitations on Use of Mobile Banking. The information provided to you through Mobile Banking may become quickly outdated. Because Mobile Banking is accessible only through your Mobile Device, your access to it may be limited by the service provided by your Carrier. Neither we nor any of our Service Providers guarantees: (i) either the delivery or the accuracy of any information requested or provided through Mobile Banking; or (ii) that you will have continuous or uninterrupted access to Mobile Banking. We are not responsible for and shall not be liable for any delay, failure or error in the transmission or content of information provided through Mobile Banking. Neither we nor any of our Service Providers will be liable for damages arising from the non-delivery, delayed delivery, or improper delivery of any information through Mobile Banking, from any inaccurate information provided through Mobile Banking, from your use of or reliance on any information provided through Mobile Banking, or from your inability to access Mobile Banking.

I. Viruses. We are not responsible for any computer viruses (including, without limitation, programs commonly referred to as malware, keystroke loggers, and/or spyware), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an Internet system.

J. Use Outside of the U.S. You agree that if you are using Mobile Banking outside the U.S., you are responsible for having access to the appropriate wireless and/or telecommunications networks and are responsible for all associated fees and charges.

K. Termination and Changes. If your Business Online Banking Service is terminated, Mobile Banking will also terminate. Mobile Banking will terminate in the event your wireless service terminates or lapses.

L. INDEMNIFICATION. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD US HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND LOSSES ARISING FROM YOUR USE OF MOBILE BANKING, YOUR PROVISION OF A TELEPHONE OR MOBILE PHONE NUMBER, E-MAIL ADDRESS, OR OTHER DELIVERY LOCATION THAT IS NOT YOUR OWN, OR YOUR VIOLATION OF APPLICABLE LAW.

II. MOBILE DEPOSIT SERVICE TERMS AND CONDITIONS

Mobile Deposit is a Service that is designed to allow you to make check deposits to your Accounts remotely by capturing images of paper Checks ("Check Images") on your Mobile Device and submitting the Check Images and associated deposit information to us Electronically through the Mobile Application (each an "Electronic Check Deposit"). To make an Electronic Check Deposit through the Mobile Application, you will need to provide a Check Image (by taking a picture with your Mobile Device camera) of both the front and the back of the Check and provide the information required. Only one Electronic Check Deposit may be deposited at a time. Mobile Deposit is only available through Mobile Banking.

A. Check Eligibility Requirements. You agree that you will only use Mobile Deposit to deposit Checks that meet all of the following requirements:

- The Check must be a paper Check made payable only to the person or entity that owns the Account that the Check is being deposited into;
- The paper Check must be payable on demand, in English and in U.S. dollars, and drawn on a financial institution located in the U.S. or issued by a U.S. federal, state or local government;
- The Check must not have been previously presented for payment through us or any other financial institution (e.g., not previously deposited, cashed or used as a source document for any Electronic image that has been transmitted to any financial institution or used to create an Electronic Payment);
- The Check is not postdated (i.e., future dated), or stale-dated (i.e., more than 6 months old) at the time of submission; and
- The Check must be endorsed as described below.

You also agree that you will not image and submit for deposit any of the following types of Checks: -

- Checks containing an alteration on the front of the Check, or which you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the maker of the Check.
- Checks payable jointly to two or more individuals and/or entities (payees), unless deposited into an Account in the name of all payees.
- Checks submitted for deposit after any expiration date listed on the Check.
- Checks which are otherwise not acceptable for deposit under the terms of the Deposit Account Agreement or the Master Agreement.
- Checks payable on sight, or payable through drafts as defined in Regulation CC.
- U.S. savings bonds or money orders.
- Checks with any endorsement on the back other than that specified in these Service Terms and Conditions.
- Checks that have previously been submitted through Mobile Deposit or through a remote deposit capture service offered at any financial institution, regardless of whether such Check was honored, or otherwise deposited or cashed, or used to create an Electronic Payment.

B. Endorsements and Procedures. You must restrictively endorse any Check submitted through Mobile Deposit as "For Mobile Deposit", or as otherwise instructed by us. You agree to follow any and all other procedures and instructions we may establish from time to time.

C. Legibility Requirements. The Check Image transmitted to us using Mobile Deposit must be legible, as determined in our sole discretion. Each Check Image must show all four corners of the Check and provide all information on the front and back of the original Check at the time you received it from the drawer ("Original Check"), including but not limited to information about the drawer and the paying bank that is preprinted on the Original Check, magnetic ink character recognition information at the bottom of the Original Check, signature(s), any required identification written on the front of the Original Check and any endorsements applied to the back of the Original Check. The Check Image quality must meet the standards established by the ANSI, the Federal Reserve Board, and any other regulatory agency, clearing house or association. These standards may change from time to time, and you are solely responsible for ensuring that the Check Image meets all applicable standards.

D. Receipt of Check Images. All Electronic Check Deposits are subject to review before posting to your Account. When you submit an Electronic Check Deposit through Mobile Deposit, you will receive immediate on screen confirmation of whether the transmission was successful and we received it. We shall not be deemed to have received an Electronic Check Deposit until we have confirmed receipt. Confirmation of receipt does not mean that the transmission was error free, complete or will be considered a deposit and credited to your Account. Once we have reviewed the Electronic Check Deposit, we will confirm via e-mail if it has been deposited to your Account or rejected. We reserve the right to reject any Check submitted through the Service, at our discretion, without liability to you. We are not responsible for Checks we do not receive or for Check Images that are dropped during transmission. All Electronic Check Deposits will be treated as "deposits" and "checks" under and subject to the Deposit Account Agreement, except as expressly set forth in these Service Terms and Conditions. The manner in which the Electronic Check Deposits are credited to your Account, cleared, presented for payment, and collected shall be in our sole discretion subject to the Deposit Account Agreement.

E. Returned Deposits. Any credit to your Account for an Electronic Check Deposit is provisional. If an original Check deposited as an Electronic Check Deposit through Mobile Deposit does not qualify as an eligible item, or is subsequently dishonored or otherwise returned unpaid for any reason, you agree that we may debit your Account in the amount of the original Check and provide you with an image of the original Check, a paper reproduction of the original Check or a substitute Check. You will reimburse us for all Losses caused by or relating to the processing of the returned item. We are not liable for any Losses you may incur as a result of our chargeback of an ineligible check. Without our approval, you shall not attempt to deposit or otherwise negotiate an original Check through Mobile Deposit if it has been charged back to you.

F. Cutoff Times and Funds Availability.

Electronic Check Deposits that are confirmed received before 8:00 pm CT on a Business Day will be credited to your Account on the same Business Day unless rejected by us. Electronic Check Deposits confirmed received after 8:00 pm CT on a Business Day, or on a non-Business Day will be credited to your Account on the following Business Day unless rejected by us.

Checks transmitted using Mobile Deposit are NOT subject to the funds availability requirements of Regulation CC. After your Account is credited for the Electronic Check Deposit, funds will be available per the Funds Availability policy set forth in the Deposit Account Agreement.

G. Treatment of Original Checks.

Upon your receipt of a confirmation from us that we have received a Check Image that you have transmitted, you agree to retain the original Check for at least sixty (60) days from the submission date. Upon our request, you will deliver to us within ten (10) days, at your expense, the original Check. If the original Check is not provided within ten (10) days, the amount of the Electronic Check Deposit will be debited from your

Account. After sixty (60) days, you agree to destroy the original Check that you submitted as an Electronic Check Deposit, by marking it "VOID" and cross-cut shredding, incinerating or otherwise destroying it in a secure manner.

H. Deposit Limits. We may establish single and aggregate limits on the dollar amount(s) and/or number of Checks that you may deposit using Mobile Deposit on a daily, monthly or other basis, by account type, at a customer or account level, and/or based on a variety of other factors, from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of these Service Terms and Conditions, and we will not be obligated to allow such a deposit at other times. If you need to make deposits in excess of such limits, you may deposit the checks by mail, at an ATM, or at a Bank branch (subject to applicable restrictions).

I. Errors in Transmission. By using the Service you accept the risk that a Check Image may be intercepted or misdirected during transmission. We bear no liability to you or others for any such intercepted or misdirected Checks or information disclosed through such errors.

J. Your Warranties. In addition to the other representations and warranties contained in these Service Terms and Conditions and the Master Agreement, by using Mobile Deposit and transmitting Check Images for deposit to your Account, you represent and warrant to us that:

- You will only submit eligible Checks.
- You will not submit duplicate Checks.
- You have possession of the original Check and no party, including you, has already submitted or will submit the original Check for payment, except as otherwise required by these Service Terms and Conditions.
- You will not deposit or otherwise endorse to a third party the original Check or a Substitute Check, and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original or Substitute Check or a paper or electronic representation of the original Check such that the person will be asked to make payment based on a Check that has already been paid.
- All information you provide to us is accurate and true.
- Each Check Image is a true and accurate rendition of the front and back of the original Check, without alteration, and the drawer of the Check has no defense against payment of the Check.
- You will only use Mobile Deposit for lawful purposes and in compliance with Applicable Law and you have handled the original Check in accordance with Applicable Law.
- You are not aware of any factor which may impair the collectability of the Check.
- You will indemnify and hold harmless us from any Losses arising from or caused by breach of these warranties.

K. Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions or transmissions with errors, and resolution of claims, including by providing, upon request and without further cost, any originals or copies of Checks deposited through Mobile Deposit in your possession and your records relating to such Checks and transmissions.

L. Limitations of Service. When using the Service, you may experience technical or other difficulties. We are not liable for any technical or other difficulties or any resulting Losses that you may incur. Some Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice.

M. Ownership & License. We and/or our Vendors retain all ownership and proprietary rights in Mobile Deposit, associated content, technology, and website(s). Your use of the Service is subject to and conditioned upon your complete compliance with these Service Terms and Conditions and the Master Agreement. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to our business interest, or (iii) to our actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

N. DISCLAIMER OF WARRANTIES. YOUR USE OF MOBILE DEPOSIT AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

SECTION 9. ZELLE® SMALL BUSINESS PAYMENT SERVICE TERMS AND CONDITIONS

I. THE ZELLE® SMALL BUSINESS PAYMENT SERVICE DESCRIPTION

These Zelle® Small Business Payment Service Terms and Conditions are provided to you by Byline Bank and govern your use of the Zelle® Small Business Payment Service. As used in these Service Terms and Conditions, "you" includes both the Company and each Corporate User identified by the Corporate Administrator or another Corporate User with authority, to use this Service, unless otherwise stated.

By agreeing to these terms, you consent to registration in the Zelle® Small Business Payments Service.

A. General.

- i. The Zelle® Network is a convenient way to send and receive money between you and others you trust. Zelle® enables you to send and receive money with customers who are enrolled with us or another financial institution that partners with the Zelle® Network (each, a “**Zelle User**”), using aliases such as eligible email addresses, U.S. mobile phone numbers, or other unique identifiers (collectively, “**Zelle Tokens**”).
- ii. Zelle® provides no deposit accounts or other financial services. Zelle® neither transfers nor moves money. You may not establish a financial account of any kind with Zelle®. All money will be transferred by a Network Financial Institution.
- iii. THE SERVICE IS INTENDED TO SEND MONEY TO PEOPLE YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO PEOPLE WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

B. Definitions.

- i. “**Enrolled Account**” means Zelle® Eligible Account(s) that you have registered with and verified through the Service.
- ii. “**Network Financial Institution**” means a financial institution located that participates with the Zelle® Network to enable its customers to use a Zelle® Payments Service.
- iii. “**Rent Payment**” means a payment of funds for the right of a tenant or occupant to occupy or use the real property of another person.
- iv. “**Send From Account**” means an Enrolled Account that you have designated to fund your Zelle® transfers to other Zelle® Users.
- v. “**Send To Account**” means an Enrolled Account that you have designated to receive money from Zelle® transfers sent to you from other Zelle® Users.
- vi. “**Zelle® Eligible Account**” is a checking, savings, or money market deposit account that is a small business product, as determined by us, or another product (as determined by us on an account by account basis).
- vii.
- viii. “**Zelle®**” means the group of services provided by Early Warning Services, LLC, a digital payments network and company, through the Zelle® Network.
- ix. “**Zelle® Network**” means the collection of systems, rules including the Zelle® Network Rules, standards, procedures, and technical means owned or managed by the Zelle® Network Operator that enables the interchange of messages and network transactions. It does not include the collection of systems and technical means owned or managed by Byline Bank, another Network Financial Institution, or another network that allow it to communicate with the Zelle® Network.
- x. “**Zelle® Network Operator**” means the entity that operates the Zelle® Network.
- xi. “**Zelle® Network Rules**” mean the Zelle® Network Participation Rules, as amended from time to time.
- xii. “**Zelle® Small Business Service**” or “**Service**” means the Zelle® Small Business Payment Service through the Zelle® Network that enables transfers between Zelle® Small Business Users and other Zelle® Users.

C. Eligibility and Enrolling in the Service.

- i. When you enroll to use Zelle®, you agree to this Addendum. You represent that you have the authority to authorize debits and credits to the Enrolled Account(s).
- ii. The Zelle® Small Business Service is intended for business use, and not for Consumer Purposes. You agree that you will not use the Service for Consumer Purposes.
- iii. In accordance with the Zelle® Network Rules, the Service is intended for use by small businesses only, and not by large corporations and other large businesses. Which businesses qualify as a “small business” or as a “large corporation” or “other large business” is determined by the Bank, in accordance with the Zelle® Network Rules and otherwise in its sole discretion. We may decline your request to enroll in the Service if we believe that you are not a small business or will not use the Service as intended. If we allow your enrollment but we later believe that you are no longer a Small Business for purposes of use of the Service, or your use of Zelle® is not as intended, we may terminate your enrollment in the Service immediately and without notice.
- iv. You must provide us with a valid email address, mobile phone number, or other alias that meets certain requirements. The email address must be one that that you regularly use and intend to continue to use regularly (i.e. no disposable email addresses), is registered to you with an eligible email domain provider, cannot be misleading, and does not include words or phrases or variations of words or phrases on the token negative list maintained by the Zelle® Network Operator. The mobile phone number must be a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers). The mobile phone number must also be active, not a toll-free or international number, and must be assigned by a Mobile Network Operator to a mobile plan for you and must be associated with a U.S. Mobile Network Operator, a U.S. Mobile Virtual Operator, or a Mobile Network Operator approved by the Network Operator. Enrollment in the Service is not permitted with a landline phone number, toll-free number, Google Voice number, or Voice over Internet Protocol.
- v. You may only use the Service with a Zelle® Eligible Account. We may also deem another business deposit product or account as a “Zelle® Eligible Account,” if we confirm, in our discretion that you intend to use Zelle® with the Account to send or receive Rent Payments only, or as otherwise permitted by the Zelle® Network Rules. If at any time we, in our sole discretion, subsequently determine that your use of the Service with such Account is for other than sending or receiving

Rent Payments, or as otherwise permitted by the Zelle® Network Rules, we may terminate your enrollment in Zelle® for that Account only or in the Service entirely at Byline Bank in accordance with Section 1.V.B (Termination and Suspension) of the Digital Banking & Treasury Management Agreement. You must designate a Zelle® Eligible Account as both a Send to Account and as a Send From Account.

- vi. If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you or your Corporate User. If we are unable to confirm that you or your Corporate User is the owner of the mobile phone number or email address, or we receive information that you or your Corporate User are not the owner of the mobile number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.
- vii. There may be other eligibility requirements as determined by us or Zelle® in our sole discretion.
- viii. Zelle® determines which Zelle® Users you may send money to and receive money from. Once enrolled, a Z logo will appear on your profile for each U.S. mobile number and/or email address that you have enrolled with Zelle®. The Z logo will be displayed to other Zelle® Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with Zelle®. If a Zelle® User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with Zelle®.
- ix. If you enroll in Zelle® and select to use a Zelle® tag, the mobile phone number associated with your Zelle® User profile will be used as the contact method for communication related to the Service and must meet the requirements described in this Addendum.
- x. Once enrolled, you may:
 - A. authorize a debit to your Send From Account to send money to another Zelle® User either at your initiation or at the request of that Zelle® User; and
 - B. receive money from another Zelle® User either at that Zelle® User's initiation or at your request, subject to the terms and conditions of Section 9.I.D.vi. (Requesting Money).
- xi. If you want to inactivate a Token, you may contact us at 773-244-7000.
- xii. Subject to the terms and conditions of these Service Terms and Conditions, the Service is generally available 24 hours a day, seven days a week, with the exception of outages for maintenance and circumstances beyond the control of Zelle® or us.
- xiii. We, Zelle®, or another Network Financial Institution may filter the memo field of any payment instruction.

D. Use of the Service.

- i. You agree that you will not:
 - A. use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders, fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments;
 - B. authorize a third party to use the Service or share your credentials with a third party to use the Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney;
 - C. use the Service in a way that may potentially be harassing, abusive, offensive, or inappropriate to another Zelle® User, which we in our sole discretion may determine;
 - D. use the Service for purposes or activities that may lead to liability, reputational harm, or brand damage to us or Zelle®.
- ii. **Applicable Law.** You agree that you will use the Service, and send and request Zelle® transfers in accordance with Applicable Law, and not in connection with any products, services, or activities that are illegal under Applicable Law.
- iii. **Fees.** We and Zelle® do not charge a Service Fee to use the Zelle® Small Business Service.
- iv. **Sending Money; Debits by Network Financial Institutions**

You may send money to another Zelle® User who is a small business (as determined by their Network Financial Institution), or a person enrolled in the Zelle® P2P Service at your initiation or in response to that Zelle User's request for money. You may send money to another Zelle® User using their Token or to yourself using a Token registered to your account at another Network Financial Institution in an amount up to the available balance in your Send From Account, subject to applicable limits. You understand that your use of this Service is at all times subject to (a) these Service Terms and Conditions and (b) your express authorization at the time of the transaction for us to initiate a debit transfer from your Send From Account.

If you are sending money to a person who has not enrolled as a Zelle® User with the email address or mobile phone number you used, they will receive a text or email message instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolled as a Zelle® User may fail to register with Zelle, may have opted-out of receiving text-messages, or may ignore the payment notification, and the transfer may not occur.

You understand that once you submit a payment request, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in Zelle® with the email address or U.S. mobile number to which you initiated the payment, in which case the funds will remain in your Send From Account until they enroll; and you

may cancel the transfer up until then. Once they enroll, the money is sent directly to their bank account (except as otherwise provided in these Service Terms and Conditions) and may not be cancelled or revoked. We therefore recommend that you use the Service to send money only to people you know and trust. If they do not timely enroll, the transfer request will expire. IF THE PERSON YOU SENT MONEY TO HAS ALREADY ENROLLED WITH THE SERVICE WITH THE EMAIL ADDRESS OR U.S. MOBILE NUMBER TO WHICH YOU INITIATED THE PAYMENT, THE MONEY IS SENT DIRECTLY TO THEIR BANK ACCOUNT (EXCEPT AS OTHERWISE PROVIDED IN THESE SERVICE TERMS AND CONDITIONS) AND THE TRANSFER REQUEST MAY NOT BE STOPPED, CANCELED OR REVOKED. If they do not timely enroll, the transfer request will expire.

Neither we nor Zelle® have control over the actions of other Zelle® Users or other Network Financial Institutions that could delay or prevent your money from being delivered to the intended Zelle® User.

v. Receiving Money; Money Transfer by Network Financial Institutions

Once a Zelle® User initiates a transfer of money to your email address, mobile phone number or Zelle® tag enrolled with the Service, you have no ability to stop the transfer. By using the Service, you agree and authorize us to initiate credit transfers to your Send To Account.

You may receive money from another Zelle® User who is a small business (as determined by their Network Financial Institution), or from a person enrolled in the Zelle® Person to Person (P2P) Transfer Service.

Funds will be credited to your Send To Account on the day we receive them and will be available for withdrawal as set forth in the funds availability policy as disclosed in the Deposit Account Agreement. See the Timing of Transfers Section for more information.

We may return any transfer to the sending Network Financial Institution, at any time and in our sole discretion, if:

- A. we are unable to establish that you are the intended recipient of the transfer;
- B. you do not enroll with the Zelle® Small Business Service the specific email address, or telephone number, or Zelle® tag the sending Zelle® User has provided to us for you;
- C. we reasonably believe that completing the transfer would violate any Applicable Law;
- D. we are advised that either a Network Financial Institution, the Zelle® User initiating the transfer, or the owner of the account from which the payment was made, has alleged that the transfer was fraudulent or unauthorized;
- E. you do not identify a Send To Account within the time required by the Zelle® Network, after you are sent notice of a pending transfer;
- F. your Send To Account is frozen or closed;
- G. you no longer own or have the rights to the mobile number, or email address, or Zelle® tag registered to you in Zelle®; or
- H. as otherwise required by the Zelle® Network Rules.

Zelle® or another Network Financial Institution may return funds to us for the same reasons.

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both these Service Terms and Conditions and the procedures of the business or government agency that is sending you the payment. We have no control over the actions of other Zelle® Users, the Network Operator or other Network Financial Institutions that could delay or prevent a transfer of money to you.

YOU AGREE THAT YOU ARE RESPONSIBLE FOR THE FULL AMOUNT OF ANY TRANSFER WE CREDIT TO YOUR SEND TO ACCOUNT WHICH IS LATER REVERSED FOR ANY REASON IN ACCORDANCE WITH THE ZELLE® NETWORK RULES, IF REQUIRED BY APPLICABLE LAW OR PER THE TERMS ABOVE. YOU AGREE THAT WE MAY DEBIT THE FULL AMOUNT, OR ANY PORTION, OF ANY REVERSED OR DISPUTED TRANSFER, PLUS ANY APPLICABLE FEES, FROM YOUR SEND TO ACCOUNT (EVEN IF IT CREATES AN OVERDRAFT) OR FROM ANY OTHER DEPOSIT ACCOUNT YOU HAVE WITH US, WITHOUT PRIOR NOTICE TO YOU. YOU AGREE THAT YOU, AND NOT WE, WILL BE RESPONSIBLE FOR RESOLVING ANY PAYMENT DISPUTE WITH ANY ZELLE® USER FROM WHOM YOU RECEIVE MONEY THROUGH THE SERVICE.

Most transfers of money to you from other Zelle® Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle® and the other Network Financial Institution, we or Zelle® may need additional time to verify your identity or the identity of the person sending the money. We or Zelle® may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we or Zelle® delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e., email, push notification).

vi. Requesting Money

You may request money from other Zelle® Users using their Tokens. You understand and acknowledge that Zelle® Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle® guarantee that you will receive money from other Zelle® Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle® accepts responsibility if the other Zelle® User rejects or ignores your request or sends you an amount that is less than you request. If a Zelle® User ignores your request, we or Zelle® may decide in our sole discretion that we will not send a reminder or repeat request to that Zelle® User.

By accepting these Service Terms and Conditions, You agree not to engage in the business of debt collection by: (A) attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; (B) requesting money that is owed to another person; or (C) collecting any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle®, other Financial Institutions, and us and each of our respective owners, directors, officers, and agents from and against all Losses, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

We reserve the right, but are not required, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

You agree to receive money requests from other Zelle® Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sending and receiving Zelle® Users and are not reviewed or verified by us or by Zelle. Neither we nor Zelle® assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

vii. Timing of Transfers

In most cases, transfers between Zelle® Users will occur in minutes; however, there may be circumstances when the transfer may take longer. For example, in order to protect you, us, Zelle®, the other Network Financial Institutions, and/or other Zelle Users, we, Zelle® and/or the other Network Financial Institution may need additional time to verify your identity or the identity of the individual sending or receiving the money, as applicable.

We, Zelle®, or another Network Financial Institution may also delay, deny, or block the transfer, for example in cases of ineligible transactions (e.g., sending a transfer request to a large corporation customer), to prevent possible fraud, or to comply with regulatory obligations or other Applicable Law. While the transfer is pending, the funds may be held by us or the other Network Financial Institution. If we delay or block a transfer that you have initiated through a request for money, we will notify you in accordance with your Corp User preferences or in accordance with the terms of the Digital Banking & Treasury Management Agreement.

viii. Limits on Transfers; Rejection of Transfer Requests

Your ability to send transfers through the Service is limited by Applicable Law and other limits as set forth in these Service Terms and Conditions and the Master Agreement.

A. Receiving and Requesting Money

There are no limits on the number or amount of transfers you may receive. However, we may require you to be enrolled in the Service for a certain amount of time or to meet other criteria determined by us before you can use the Service to receive or request money.

B. Sending Money

We establish limits on Zelle® transfers you may send. We may change your transfer limits or set additional limits, including but not limited to per transaction limits and limits for various types of transactions or accounts, at any time in our sole discretion without prior notice, unless notice is required by Applicable Law. For a Lead Company and its Affiliates using the Service on a Combined Access basis, the limits are per Company. For security reasons, there may be additional limits on the dollar amount and the number of transfers made through the Service.

You will not be able to send a transfer that exceeds the limits we establish. If you exceed your transfer limits, you may make payments and transfers using other Services, subject to the terms and conditions for those methods.

C. Our Right to Reject Transfer Requests

We may reject any transfer request as set forth in the Digital Banking & Treasury Management Agreement, or that we or the Zelle® Network believes would violate any law or regulation applicable to us, the Service, you, or any other party that processes or receives the transfer.

ix. QR Codes

We may make “QR” codes available to you. A QR code is a visual representation of a Token and a Zelle® User’s name registered in the Network directory. If we make a QR code available to you, you may print it and share it with other Zelle® Users for them to use to send a payment to you. Other Zelle® Users may share their QR code with you to send a payment to them. When scanning and using a QR code, you should always confirm the name that displays after scanning the QR code is your intended payee. If the Token associated with your QR code changes, we will generate a new QR code for you.

x. Content Standards

You agree that you will not use the Service in any way, or upload or provide content or otherwise post, transmit, distribute, or disseminate through the Service any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle®, as determined by Zelle® in its sole discretion; or (f) in Zelle’s or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose us, Zelle® or our respective affiliates or customers to harm or liability of any nature.

Although neither we nor Zelle® have any obligation to monitor any content, both we and Zelle have absolute discretion to remove content at any time and for any reason without notice. We and Zelle may also monitor such content to detect and prevent fraudulent activity or violations of these Service Terms and Conditions and the Zelle® Network Rules.

xi. Exposure to Content

You understand that by using the Service, you may be exposed to a Zelle® tag or other content that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any User Zelle® tags or other content, including any loss or damage caused thereby or to any of your content. We and Zelle® make no representation or warranty that the Zelle® tag or content uploaded to a Zelle® User profile accurately identifies a particular Zelle® User of the Service. We respect the intellectual property of others and require that Zelle® Users comply with relevant intellectual property laws, including copyright and trademark laws. We may at our discretion, limit or terminate the use of the Service for Zelle® Users who use or publish content on the Service that is or may be subject to intellectual property rights claims.

xii. Zelle® Tags.

The Service may include functionality for you to use a unique alpha-numeric identifier to your registered Zelle® User profile to be used as a Token, in lieu of your mobile phone number when sending, receiving, or requesting money, which will be your “Zelle® tag.” (“**Tag**”). Each Tag must have an eligible U.S. mobile phone number associated with it. Your Tag must meet the Content Standards set forth above. You may not select a Tag that misleads or deceives other Zelle® Users as to your identity, or otherwise. Although neither we nor Zelle® have any obligation to monitor Tags, both we and Zelle® have absolute discretion to remove a Tag at any time and for any reason without notice. We and Zelle® may require you to change your Tag in our sole discretion, and we may elect to make a Tag unavailable to you, without any liability to you. We and Zelle® may also monitor Tags to detect and prevent fraudulent activity or violations of these Service Terms and Conditions or the Zelle® Network Rules.

You understand that by using the Service, you may be exposed to a Tag that is offensive, indecent, or objectionable. We and the Zelle Network are not responsible for, and assume no liability, for any Tags, including any loss or damage caused thereby. We and the Zelle Network make no representation or warranty that a Tag accurately identifies a particular Zelle User. We respect the intellectual property of others and require that Zelle® Users comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish content on the Service that is subject to intellectual property rights claims.

II. ADDITIONAL TERMS

A. Consent to Use and Disclose Personal Information (Including Account Information).

- i. In order for you to use the Service, you authorize and consent to our sharing information regarding your Enrolled Account(s), and you and each of your Corporate Users of the Service, with the Zelle® Network and other Network Financial Institutions, and other third parties: (a) to send requests and process and route transactions to and from your Enrolled Account; (b) to address servicing issues; (c) to investigate and resolve disputes regarding transfers and suspected fraudulent or other unauthorized or other illegal activity; (d) as may be otherwise needed in connection with your enrollment in and use of the Service; (e) to comply with Applicable Law; and (f) as otherwise required by the Zelle® Network Rules. See also the Disclosure of Account Information Section of the Deposit Account Agreement, our Mobile App Privacy Notice (<https://www.bylinebank.com/privacy-policy/mobile-app-privacy/>) and Website Privacy Policy and Privacy Information for California Residents (<https://www.bylinebank.com/privacy-policy/>) for additional information on how we treat and share your data.

We will share your Company name(s) and address, and email addresses, Tags, mobile numbers, and any other Tokens that are associated with you and your Enrolled Accounts with the Zelle® Network, other Network Financial Institutions, and Zelle® Users to process and service transfers. To investigate and resolve disputes and possible illegal activity, we may share experience information regarding your Enrolled Accounts (including transaction data and information about you and your Corporate Users) with the Network and other Network Financial Institutions. The Zelle® Network and its affiliates may use transfer information for fraud and risk management purposes, or other purposes as approved by it.

- ii. You agree that we may obtain information as we deem reasonably necessary to ensure that you are not using Zelle® in violation of Applicable Law.
- iii. You agree that we may use, copy, modify, update, display, and distribute to other persons any information or data you provide to us for the purpose of processing Zelle® transfers or providing the Service, and you give us a license to do so.

B. Wireless Operator Data.

We or Zelle® may use information on file with your wireless carrier to use or disclose information about your Enrolled Account and your wireless device, if available, to the Zelle® Network or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud.

C. Consent to Emails and Automated Text Messages.

- i. By participating as a Zelle® User, you represent that you are the owner of the email address(es), U.S. mobile phone number(s), Tag, and/or other aliases you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, U.S. mobile phone number, Tag, and/or other aliases to send and/or receive money as described in these Service Terms and Conditions.
- ii. You, for yourself and on behalf of any owner of an email address or mobile phone number enrolled in the Service, consent to the receipt of email and/or text messages (including through use of an automatic dialer) from us, our agents, Zelle®, other Zelle® Users who are sending you money or requesting money from you, and from other Network Financial Institutions and their agents regarding the Service and Zelle® transfers between Network Financial Institutions and you.
- iii. To cancel auto-dialed text messaging from us regarding the Zelle® Small Business Service, send STOP to 20736. You expressly consent to receipt of an autodialed text message to confirm your "STOP" request. You may also log in to Mobile Banking and change your Zelle® alert preference. **FURTHER, YOU AGREE THAT IN THE EVENT YOU CANCEL THE RECEIPT OF AUTODIALED TEXT MESSAGES FROM US RELATING TO ZELLE®, SUCH CANCELLATION APPLIES ONLY TO THE RECEIPT OF AUTODIALED TEXT MESSAGES RELATING TO THE ZELLE® SMALL BUSINESS SERVICE THAT WE MAY PROVIDE TO YOU. SUCH CANCELLATION DOES NOT APPLY TO ANY CONSENT TO RECEIVE AUTODIALED TEXT MESSAGES YOU PROVIDED OR WILL PROVIDE TO BYLINE BANK IN CONNECTION WITH ANY CURRENT OR FUTURE ACCOUNTS, PRODUCTS AND/OR SERVICES OTHER THAN THE ZELLE® SMALL BUSINESS SERVICE.** If you want to opt out of receiving other text messages, please contact our customer service at (773) 244-7000. For help or information regarding auto-dialed text messaging, send HELP to 20736 or contact our customer service at 773-244-7000.
- iv. For any messages that you may send through either us or Zelle® or that we (including our agents) may send or Zelle® may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or automated text messages to the recipient.
- v. You understand and agree that any emails or text messages that we send or that Zelle® sends on your behalf may include your name.
- vi. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- vii. You will immediately notify us if any email address or mobile phone number you have enrolled or is used as a contact method for a Tag is surrendered or changed by you or by your provider. You should either update your information in the Service or call 773-244-7000.

D. Termination.

You or we have the right to suspend or terminate the Service in accordance with the terms of the Digital Banking & Treasury Management Agreement.

E. Liability; Limit of Liability.

- i. **ZELLE IS INTENDED FOR SENDING MONEY TO OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE® DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THEY ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED, OR YOU SEND THE TRANSFER TO THE WRONG PERSON). YOU ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES YOU HAVE WITH ANY OTHER ZELLE® USER WITH WHOM YOU SEND MONEY TO OR RECEIVE MONEY FROM USING THE SERVICE. REIMBURSEMENT IS AVAILABLE FOR UNAUTHORIZED TRANSACTIONS OR**

- TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS AND MISAPPLIED PAYMENTS, AS SET FORTH IN THE ZELLE NETWORK RULES. CONTACT US TO DISPUTE A TRANSACTION.
- ii. You should contact us at 773-244-7000 in the event of a Zelle® transfer sent from your Account that you did not authorize, if your intended recipient did not receive the funds (and you have confirmed that the Token that you used is correct), or that you sent as a result of the recipient falsely implying they were affiliated with a government agency, financial institution or business, or any other imposter scam.
 - iii. Neither the Bank nor your wireless carrier is liable for any delay or failure to deliver any message sent to or from us or Zelle®, including messages that you may send through us (or) or through Zelle®, or that we, our agents, or Zelle® may send on your behalf.
 - iv. Neither we nor Zelle® shall have liability to you for any transfers of money, including without limitation, (a) any failure, through no fault of us or Zelle® to complete a transfer in the correct amount, or (b) any related Losses. Neither we nor Zelle® shall be liable for any typos or keystroke errors that you may make when using the Service.
 - v. When using the Service, it is possible that you may experience technical or other difficulties. We and Zelle® are not responsible for any technical or other difficulties using the Service or for any damages that you may incur as a result.
 - vi. EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE®, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR ANY NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF ZELLE® OR A NETWORK FINANCIAL INSTITUTION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ZELLE®'S SERVICE OR WITH THE TERMS OF THESE SERVICE TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.
 - vii. IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF ZELLE®, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK FINANCIAL INSTITUTIONS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

F. Disclaimer of Warranties.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE SERVICE TERMS AND CONDITIONS, AND FOR THE BANK ONLY THE MASTER AGREEMENT OR DEPOSIT ACCOUNT AGREEMENT, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR ZELLE® MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. WE AND ZELLE® DISCLAIM ALL WARRANTIES OF ANY KIND, STATUTORY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT WITH REGARD TO THE USE OF THE SERVICE DESCRIBED OR PROVIDED. NEITHER WE NOR ZELLE® WARRANT THAT THE SERVICE (A) WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK, OR ERROR-FREE, OR THAT (B) DEFECTS WILL BE CORRECTED. YOU AGREE THAT YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF ZELLE® AND THIRD PARTIES) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

G. Indemnification.

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this these Service Terms and Conditions, you agree to indemnify, defend and hold harmless us, Zelle®, and other Network Financial Institutions, and each of our respective owners, directors, officers, agents, and employees, from and against all Losses, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or any violation by you of the terms of these Service Terms and Conditions.

H. Ownership and License.

You agree that we, our agents, and Zelle®, as applicable, retain all ownership and proprietary rights in the Service, associated content, technology, and website(s), including all improvements, modifications and derivative works (collectively, the "Zelle® Product"). We grant, and you accept for the term of these Service Terms and Conditions, a non-exclusive, non-assignable, non-transferable, non-sub licensable, revocable, limited right and license to use the Zelle® Product in connection with your Accounts. You may not copy, reproduce, distribute or create derivative works from the Zelle® Product and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

**BYLINE BANK BUSINESS DIGITAL BANKING TREASURY MANAGEMENT MASTER
SERVICES AGREEMENT**



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