

TREASURY MANAGEMENT MASTER SERVICES AGREEMENT

THIS TREASURY MANAGEMENT MASTER SERVICES AGREEMENT, including the Online Banking Terms and Conditions set forth in Section 2 and each of the other Service Terms and Conditions, the Authorization and Execution Agreement and the applicable Documentation (defined below), collectively make up the “**Master Agreement**,” which sets forth the terms and conditions under which Bank will provide Services to Company. 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 Master Agreement will prevail to the extent necessary to resolve any conflict. Any capitalized term not defined herein shall have the meaning as set forth in the Authorization and Execution Agreement. 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**.” We will not permit you to use the Services until we have determined that your duly authorized signer(s) has accepted or executed and otherwise provided appropriate information and specifications for the use of the Services, and until we have had a reasonable opportunity to perform due diligence in connection with your information. We may ask you (or your Corporate Administrator or Corporate Users) to confirm your agreement to this Master Agreement when you log in to Business Online Banking.

The Section 1 General Terms and Conditions apply to all of the Services in which you enroll or otherwise use, including those Services described or accessed through Business Online Banking, that are set forth in the Service Terms and Conditions as part of this Master Agreement or otherwise incorporated herein. This Master Agreement together with the appropriate Service Terms and Conditions and the ap, Documentation, comprise the entire agreement between Company and Bank regarding each Service. Any reference to the Master Agreement shall be deemed to include the Service Terms and Conditions. With respect to any Service being provided to you at the time this Master Agreement is entered into, unless otherwise agreed, this Master Agreement, the Online Banking Terms and Conditions, and the relevant Service Terms and Conditions and Documentation shall prevail 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 Service Terms and Conditions, the Service Terms and Conditions shall prevail with respect to the particular Service.

Section 1: GENERAL TERMS AND CONDITIONS

I. DEFINITIONS.

In addition to defined terms used elsewhere, the following terms and definitions apply when used in this Master Agreement.

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

ACH means monetary transactions processed via the Automated Clearing House Network.

Affiliate means a wholly-owned direct or indirect subsidiary of Company, or otherwise controlled by Company, and that Company has all necessary power and authority to act for and on behalf of each Affiliate 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, or other binding restriction of or by any governmental authority (including any federal, State, municipal, local, territorial, or other governmental department, whether domestic or foreign), and the rules of the association or organization through which transactions are processed, including the NACHA Rules and the operating rules of any other payment system. References to “Applicable Law” shall mean such laws as they may be amended, modified or otherwise exist from time to time.

Authorization and Execution Agreement means the form through which Company enters into this Master Agreement that identifies

key information regarding your Business Online Banking profile and Corporate Administrator designation as well as Combined Access information. This form must be signed by an authorized signer and a Bank representative.

Available Funds means the net funds in the Account(s) after taking into account all deposits and checks and other Items drawn on the Account. Our funds availability policy will apply to deposits in the Account.

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 Business Online Banking.

Business Day means Monday through Friday. Federal Holidays are not included. Some online transaction deadlines may vary from this definition.

Business Online Banking means the Service described in the Online Banking Terms and Conditions.

Check means, unless otherwise defined in a Service Terms and Conditions, a draft, payable on demand and drawn on or payable through or at an office of a bank, whether or not negotiable, that is handled for forward collection.

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

Confidential Information means all information that is disclosed by either party in connection with this 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 this Master Agreement between Bank and Company are Confidential Information.

Corporate Administrator means your primary representative or employee who you authorize to be responsible for coordinating and monitoring Corporate Users' use of certain Services, including establishing authority and transaction limits using Business Online Banking.

Corporate User(s) means those representatives and employees whom you, or for certain services, the Corporate Administrator, designates to access one or more Accounts through one or more Services to access and process transactions, which may directly affect your Accounts and liability to us. The Corporate Administrator is also a Corporate User.

Company Information means any Confidential Information relating to Company.

Cutoff Time means the deadline for Service availability, as it may be changed from time to time. The Cutoff Time for the particular Service will appear in a service message.

Deposit Account Agreement means our account agreement and related documents and disclosures we provided to you at Account-Opening.

Designated Payment Account means the Account(s) you have authorized us to debit for Payments made to Payees or employees in connection with the Bill Payment Service, ACH, Wire, and External Transfers.

Dual Control means the requirement for an entry to be made by one User and approved by another User.

Documentation means all materials that explain or facilitate the use of a Service, including, without limitation, set-up forms, user guides, Enrollment/Maintenance Forms, 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.

Enrollment/Maintenance Form means the form by which you are enrolled in your selected Services.

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

Funds Transfer or **Transfer** means a transfer of funds, initiated through a Service, including those initiated through Business Online Banking, from a Designated Payment Account to a Payee through Bill Payment, ACH, Wire, and External Transfers.

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 originating a Payment Order, or take action on behalf of Company or its Accounts.

Item means a Check, money order, travelers' check and cashier's check and, unless otherwise noted in any Service Terms and

Conditions, excluding any Item drawn on foreign institutions outside of the United States or Territories of the United States.

Losses means any claims, demands, causes of action, damages, costs, expenses (including reasonable attorneys' fees, court costs and other legal expenses), liabilities and other losses.

NACHA means the National Automated Clearing House Association.

NACHA Rules means the operating rules of NACHA, a copy of which may be obtained from NACHA at 13665 Dulles Technology Drive, Suite 300, Herndon, VA 20171. Instructions for obtaining a copy of the NACHA Rules are also available at www.nacha.org.

OFAC means the U.S. Office of Foreign Assets Control, which issues the list of Specially Designated Nationals and Blocked Persons. OFAC information may be obtained directly from the OFAC Compliance Hotline at 1-800-540-OFAC or at <http://www.Cash.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>.

OOBA (Out of Band Authentication) is a security feature where a one-time code will be presented to be entered to verify the Corporate User. OOBA can be required at sign on or transaction approval.

Password means the confidential identification number 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, financial institution, educational institution, company, merchant or other entity you wish to pay using the Bill Payment Service.

Payment Order shall have the meaning as set forth in Article 4A of the UCC, and includes any wire transfers, ACH Entries and any internal funds transfers.

PC means personal computer or any other device used to access the Internet and that meets the requirements for use of Business Online Banking.

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

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

Service means each treasury management service selected by you and to be provided by us from time to time.

Service Fees means one-time, monthly and per item fees or other fees applicable to Services requested or selected by you 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 this Master Agreement or otherwise incorporated herein and made a part of the Master Agreement between you and us.

Software means any software needed to operate the Services.

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

UCC means the Illinois Uniform Commercial Code.

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

Website means the Byline Bank Business Online 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 eligible 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 complete the appropriate Documentation and otherwise satisfy us that the authorized signer has the required formal authorization to effect transactions in the Accounts.

B. Setup. An Authorization and Execution Agreement will be provided to you in connection with your ability to enroll in and electronically execute this Master Agreement. You must return the signed Authorization and Execution Agreement, agreeing to the terms of this Master Agreement including all Service Terms and Conditions and the Enrollment/Maintenance Form in order to have continuing access to the Services.

C. Corporate Users. For each Service, either you or, if so provided in the Service Terms and Conditions, the Corporate Administrator, shall determine the names and authorities of Corporate Users. If the Corporate Administrator selects Corporate Users, we will generally not know their names and authorizations.

D. Security Procedures. Our Security Procedures are described in the Online Banking Terms and Conditions unless otherwise provided in the Service Terms and Conditions or Documentation applicable to certain Services. The Security Procedures have been implemented to protect Company Information and the transactions you execute in Accounts. However, you must actively participate in fraud mitigation in order to prevent cybercrime.

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 and access to Confidential Information. **The Security Procedures for online access to Services replace any requirements you have imposed on your Accounts otherwise. This includes multiple signature requirements, which are replaced by OOBA, 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, according to notification guidelines prescribed by us, 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 error 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 any Corporate Administrator shall

change or be revoked. 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 SERVICE 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 Online Banking Fraud Management Suite, such as Check Payee Positive Pay, Check Positive Pay, Check Reverse Positive Pay, ACH Positive Pay, and Full and Partial Reconciliation, that are valuable tools in reducing the incidence of fraud and unauthorized use of your Accounts and the Services. 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 this Master Agreement, to the extent you choose not to utilize the tools available to you, fail to maintain and enforce such policies, you have voluntarily assumed the risk of failure and will be precluded from asserting any claims against us for paying unauthorized, altered, counterfeit or other fraudulent Items that such tool or policy 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.

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. You may choose Services to which the NACHA Rules are applicable. You agree to be bound by the NACHA Rules, and agree that no communications which violate United States law 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 Rules caused by or attributable to you. **Unlawful Internet Gambling Notice:** Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through the Account(s). Restricted transactions generally include, but are not limited to, those in which credit, Electronic fund transfers, Checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

F. Vendors. We may act on any communication and provide any Service using any payment system or Vendor we reasonably select. Our performance of Services is subject to the rules and

regulations of any such system or organization. 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 agents for use in connection with Services or as required or permitted by law.

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 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 and other Internet frauds and schemes (including, without limitation, fraud commonly referred to as phishing or pharming). Corporate User(s), agents, and employees should be trained as to 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.** 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 Bank within 15-days following the Bank providing 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. Financial Information. We may from time to time request information from you in order to evaluate a continuation of the Service(s) to be provided by us hereunder and/or adjustment of any limits set by this Agreement. You shall provide the requested financial information immediately upon our request, in the form we require. If you refuse to provide the requested financial information, or if we conclude in our sole discretion that the credit risk is unacceptable, we may terminate the Service according to the provisions hereof. You authorize us to investigate or reinvestigate at any time any information provided by you in connection with this 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 Cutoff Times provided online. We shall have no obligation to process data or perform the Service if the data is not received by us by the specified Cutoff Time.

5. Payment for Services. Depending on the Services to which you subscribe, you will be charged and you agree to pay the applicable Service Fees as set forth during the onboarding process, 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 subscribed, 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 item fees. Service Fees charged for Services under our Master Agreement are in addition to any service charges or fees that apply to your Accounts with us. In that event, we will undertake Account analysis by applying earnings credit 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, you agree to pay such amount upon demand. Your Treasury Management advisor can provide your current Service Fees at any time upon request.

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 maintain with us or any of our affiliates. Furthermore, we may

set off against any amount you owe us in order to obtain payment of your obligations under this Master Agreement.

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 third parties.

c. As security for the full and timely payment and performance of all of your obligations under this 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 shall constitute a default. Upon the occurrence of a default, and at any time thereafter, 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.

6. 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.

7. Remotely Created Checks. If you use a Service in which you create or deposit a Remotely Created Check, as that term is defined in Federal Reserve Board Regulation CC, you will be asked to complete additional Documentation and warrant to us that the person on whose account the Remotely Created Check is drawn authorized the issuance of the Check in the amount stated on the Check and to the Payee stated on the Check.

8. Business Purpose. You will use the Services only for your own internal business use in accordance with the terms of this 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 AND THAT YOU ARE NOT A CONSUMER UNDER REGULATION E OR THE ELECTRONIC FUNDS TRANSFER ACT.

9. 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 Bank Secrecy Act and its implementing regulations, or (iv) to engage in any transaction or activity that is not specifically authorized and permitted by this Master Agreement.

10. 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 this Master Agreement, any Documentation, and Execution/Implementation Forms and the use of the Services have been authorized by all necessary entity and organizational action; (c) the persons signing this Master Agreement, any Documentation and the Execution/Implementation Forms on Company's behalf are duly authorized to do so; (d) this Master Agreement represents Company's legal, valid and binding obligation; (e) the execution and performance of this 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 Company maintains with Bank, and all use of the Services, is maintained or used solely for a legitimate business or commercial purpose and not a personal, family or household purpose, and (g) the use of the Services does not and will not subject Bank, or Bank's Vendors, to the privacy and security requirements of the Health Insurance Portability and Accountability Act, as a business associate (defined at 45 CFR 160.103) 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. Our Responsibilities.

1. Our Delivery of Services. We will use commercially reasonable care and good faith in rendering Services under this 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. We will have reasonable cause not to honor any transaction or instruction that: (i) exceeds your collected 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) involves funds subject to hold, dispute, or legal process preventing their withdrawal; (v) would violate any provision of a present or future risk control program or current or future rule or regulation of a federal or state regulatory authority; (vi) is not in accordance with any other requirement stated in this Master Agreement and any applicable Service Terms and Conditions or any Bank policy, procedure or practice; or (vii) is needed for the protection of us or you.

2. 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.

a. Except as expressly set forth in this 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, OR SUITABILITY. 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 this 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 this Master Agreement, or for the transmission or failure of transmission of any information from you to us or from us to you.

C. 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, INDIRECT OR INCIDENTAL DAMAGES OR LOST PROFITS ARISING OUT OF THE USE BY YOU OF ANY SERVICE EVEN IF YOU, BANK OR OUR VENDOR HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

Notwithstanding any provisions of the Master Agreement to the contrary, 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, 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 Bank's willful misconduct or gross negligence in performing the Services; provided, further, the amount of 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 earned, 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 funds-transfer 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.

D. Force Majeure. We shall not be responsible for any liability, loss, or damage resulting from our failure to perform any Service or to perform any other obligations under this Master Agreement and any applicable Service Terms and Conditions which is caused by an act of God, 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 Board of Governors of the Federal Reserve; 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.

E. Reimbursement. Any reimbursement by us for any liability hereunder may be made either directly to you or other agreed upon methods.

F. 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 this Master Agreement, including, but not limited to, (i) any Services performed in connection with this 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 this 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 this Master Agreement and your use of the Services; provided, that Company shall have no obligation to indemnify Bank for those Losses 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 this Master Agreement or we are required to by Applicable Law. We will protect Confidential Information and share it only with persons required to have access thereto for the performance of this Master Agreement, or to any other party to which we may be required by law to report such information. However, 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 this 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 this Master Agreement or supplied or made available to you by us or our Vendors are our or our Vendor's 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 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.

A. Generally. Either party may terminate any Service or terminate this 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 this Agreement or any Service 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 or other damage if the Agreement or Service is not suspended or terminated; (iii) we have reason to believe that you have engaged in fraudulent 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 of this Master Agreement, any Service Terms and Conditions, 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; or (ix) we, in good faith, are unable to reasonably determine that Services have been properly authorized by you. Notwithstanding any termination, the terms of this Master Agreement and the Service Terms and Conditions shall apply to (a) all transactions which have been initiated prior to termination and (b) your payment obligations with respect to such transactions.

C. Reservation of Remedies. Our election to terminate this 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 the Service under this 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 appropriate Electronic means. 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 Transfers if you use regular email.

2. There may be times when you need to speak with someone immediately (especially to report a lost or stolen Password). In these cases, **do not use e-mail**. Instead, you should contact Byline Bank customer service at: 866-518-9128.

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 authorized representative. You agree that we may monitor and record telephone and electronic communications in connection with the Services at any time without further notice to you or any party to the communication. Our records as to this 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 this Master Agreement, alter, change, or modify the Services provided under the terms of this Master Agreement (including the Service Fees and charges for Services listed) or any supplemental agreement at any time in our sole discretion by giving Electronic notice to you. If required by agreement or by Applicable Law, notice will be given for the required applicable number of days in advance of such amendments by e-mailing a copy of the amendment to you at your most recent e-mail address shown on our records. 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, corporate resolutions and other documents. We may also request samples of your Checks, deposit slips and similar Items to ensure, in our sole discretion, whether such Items meet our quality control and processing standards. In the event that we determine that any Item 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 Item 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. Communications.

1. We will never contact you by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information. In the event you receive an e-mail or other electronic communication that you believe, or have reason to believe, is fraudulent, you should not respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail.

2. All Electronic communications will be provided by one of the following methods: (i) via e-mail (any Electronic communication sent by secure e-mail will be deemed to have been

received by you when we or our Vendor send it to you, whether or not you receive the e-mail); (ii) by access to a Website that we will designate in an e-mail notice we send to you at the time the information is available; (iii) to the extent permissible by law, by access to a website that we will generally designate in advance for such purpose; (iv) by posting the communications to the online service; or (v) by requesting you download a PDF containing the communication.

3. In addition, in order for us to service your Account, mitigate fraud or to collect any amounts you owe, we or our Vendor may from time to time make calls and/or send text messages to you at any telephone number(s) associated with your Account, including wireless telephone numbers that could result in charges to you. You acknowledge and agree that the manner in which these calls or text messages are made to you may include, but is not limited to, the use of prerecorded/artificial voice messages and/or an automatic telephone dialing system.

E. 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 loss, that results from the nonreceipt, disclosure or alteration of any such Electronic transmission.

3. By utilizing the Services available under this Master Agreement and the applicable Service Terms and Conditions, 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, Transfer of funds, credit payments and issuances of Checks or Electronic payments or other transactions or Instructions using the Services over Business Online Banking.

F. 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, the applicable Service Terms and Conditions, including compliance with Applicable Law and, as applicable, NACHA 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.

G. 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.

H. Governing Law. The Master Agreement shall be construed in accordance with 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 United States federal courts located in Cook County, Illinois.

I. Dispute Resolution.

THE PARTIES TO THIS TREASURY MANAGEMENT MASTER SERVICE AGREEMENT EACH IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

1. **Binding Arbitration.** In the event of a dispute between us with respect to any issue arising out of or relating to the Master Agreement in any manner, excluding any claim for amounts due Bank hereunder, Bank's claims for indemnification and any breach of confidentiality, such dispute shall be determined by arbitration. Arbitration shall be conducted before an arbitrator chosen as follows: either we shall together agree on a mutually acceptable arbitrator, or you shall select one arbitrator and we shall select one arbitrator, and these two arbitrators shall choose a third arbitrator who will act as arbitrator hereunder. The arbitrator's decision shall be final and binding upon all parties concerned. Such decision shall be rendered within thirty (30) days of the closing of the hearing record. The arbitration proceedings conducted hereunder shall be conducted in the city where the main office of the Bank is located, and each party shall bear its own costs. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association or JAMS, at the discretion of the party submitting the claim. The exclusive venue for any and all proceedings commenced with respect to arbitration of any issue arising out of or relating to this Agreement, including without limitation the breach thereof, shall be the Circuit Court for the county where the main office of the Bank is located. Judgment upon the award rendered by the arbitrator(s) shall be entered in the Circuit Court for the county where the main office of the Bank is located. No award of punitive damages by the arbitrator(s) may be enforced.

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 charges or otherwise or in enforcing any rights we may have under the terms of this Master Agreement or Applicable Law with respect to your Account(s) or the Services rendered by us under this 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.

J. Miscellaneous.

1. **Agreement Retention.** You may be provided with a copy of this Master Agreement and it is available to you at any time via

the Website. We will keep a copy of your Authorization and Execution Agreement electronically to evidence your entering into this Agreement.

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

3. **Severability.** The holding of any provision of this Master Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Master Agreement and any applicable Service Terms and Conditions, 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 this 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.** This 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.** This Master Agreement, all Service Terms and Conditions and the Documentation, constitutes 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 this Master Agreement without our written consent. We may assign our rights and delegate our duties under this Master Agreement and any applicable Service Terms and Conditions 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.

K. Survival. Article II, Section E, Article III, Sections B.2., C and F, Article IV, Article VI, Sections G, H, I, and J, and Article VII will survive termination of this Master Agreement and any Service Terms and Conditions.

VII. COMBINED ACCESS USE OF SERVICES

A. Affiliate Services. Under the terms of the Master Agreement, Bank may provide multiple affiliated Companies with Combined Access to the Services. For the avoidance of doubt, “Company” or “Companies” includes any Affiliates designated in the Authorization and Execution Agreement; 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 these General Terms and Conditions. Each Affiliate Company hereby authorizes Lead Company to act as agent for such Company in connection with any and all matters relating to the Master Agreement, including, without limitation, administering the Services and originating Transfers and other transactions, issuing Instructions, transmitting deposit data, executing Documentation, 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.

B. Combined Access. Under the terms of the Master Agreement, Bank may provide multiple Companies with electronic access to the Services using the same Security Devices to use the Online Banking Services. Lead Company may request, and subject to the terms hereof Bank may permit the Online Banking Services Security Devices and Company identifier assigned by Bank to Lead Company and other access credentials for use of an Online Banking 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 an Online Banking Service 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 Online Banking Services under Lead Company’s Access ID with respect to the Accounts of such Company, (C) all Transactions resulting from such communications or Instructions, including, without limitation, electronic funds 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 employees or other 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), 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. 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 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 this 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 in the case of 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 agreement substantially in the form hereof and acceptable to Bank, 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 supplement in a form acceptable to Bank signed by the Master 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 Companies. The following services and functions include, but are not limited to: Reporting, Loan Payments, Downloads, Internal Transfers, Stop Payments, and Electronic Copies of Statements. If you select Bill Payment, these additional functions are available: One Time, Recurring, Expedited, and Scheduled Payments. Business Online Banking and any of the forgoing are deemed to be "Services" under the terms of this Master Agreement.

Any Services that are governed by the Master Agreement and accessible through Business Online Banking are subject to the terms in these Business Online Banking Terms and Conditions. Notwithstanding other terms in this Master Agreement to the contrary, in the event of a conflict between any of the terms in the Section 1 General Terms and Conditions and the terms in this

Section 2 Business Online Banking Terms and Conditions, the terms of the Section 1 General Terms and Conditions shall control.

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 Vendor selected by us, and that both the Vendor and the Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Vendor 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 Service 7 days a week, 24 hours a day, although some or all features may occasionally be unavailable due to emergencies or scheduled system maintenance. We are not liable under this Agreement for failure to provide access due to a system failure or due to other unforeseen acts. We may modify, suspend, or terminate access to the Business Online Banking Services 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 PC or a device with Internet connection capability and related hardware and Equipment. You also must provide the type of Internet access required by the Equipment and or Software. The latest browser version and operating system are highly recommended 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 computer, and for all related costs. You are solely responsible for virus protection and maintenance of your PC. 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 Documentation or otherwise named for the Service may appoint Corporate Users to act on your behalf in the delivery of the Service. Corporate Users may act on your behalf for a particular Service in accordance with the document(s) establishing each of their responsibilities or as established by the Corporate Administrator using the Services. You assume any and all liability arising from the use or misuse of the Service or Accounts by Corporate Users. You may revoke the authority of, or change the Corporate Administrator or name an

additional Corporate Administrator at any time, upon prior written notice to us and the execution of additional Documentation. Such revocation shall not be binding upon us until we have received all required Documentation and have had a reasonable opportunity to act.

4. Internet Security and Privacy Information. We understand how important privacy is to our customers. We have taken steps to ensure the security and privacy of your personal and financial dealings with us to the extent of available technology. The Service utilizes a comprehensive security strategy to protect your Accounts and transactions conducted over the Internet.

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

6. Passwords. You will be assigned a Password. If Passwords are forgotten, the Service will present challenge questions. Additionally, if a Corporate User wishes to reset his/her Password online, he/she may do so by answering challenge questions. We may 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 certain login functions and transactions, including Wire Transfers and ACH Origination and in connection with changing Account information. This second factor is a one-time code generated by the Vendor and delivered to you. The code can only be used once to provide a Business Online Banking authentication.

8. Tokens. Tokens (which are either physical devices or an Application) 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, you must take immediate steps to ensure that the Corporate User is prevented from further access to Accounts, including recovery, 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 LOSS WHATSOEVER ARISING FROM UNAUTHORIZED USE OF TOKENS.**

9. Alerts. You may also enroll to receive alerts over Business Online Banking when there are transactions in your Account(s) (“Alerts”). Alerts are further described in the Documentation and will be posted on Business Online Banking [sent to the email address designated by Company]. Company

agrees that 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.

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

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 Items, 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 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 subsequently updated, verified or corrected.

2. Loan Draw. You may set up an automated Sweep from your Commercial Loan with the Bank’s approval and subject to completion of the appropriate Documentation and enrollment in any other required Service.

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 NS with the Bank’s approval and subject to completion of the appropriate Documentation and enrollment in any other required Service. However, Loans may NOT be paid off in full. Please contact your loan officer for a complete payoff letter.

4. Account 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. Account Transfers.

1. Timing of Transactions. Transfers from your Account will be deducted on the date you instruct us to process them. Any Transfer will be deemed your Payment Order. If the date you schedule a Transfer falls on a non-Business Day, we will process your transaction the next Business Day. We may refuse to act on your Transfer instructions if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer.

2. Processing Transfers. We can process a Transfer until the Cutoff Time. If you request a Transfer after the Cutoff Time, 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.

3. **Payment Requirements.** You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a Transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you or your Affiliates have with us to the extent permitted by Applicable Law and the terms of any other relevant agreements.

If there are insufficient funds in your Account to make a Transfer, we may refuse to make the Transfer or payment 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.

4. **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, however, 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 transaction before that time, we may process the transaction.

5. **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 funds to enable both the Electronic Funds Transfer and the Business Online Banking Transfer to be made, then the Electronic Funds Transfer will have priority and the Business Online Banking Transfer will be refused or may be executed at our sole discretion and will result in an overdraft on your Account.

C. Stop Payments. You may request that we stop payment of any Check payable from an Account to which that Corporate User has access. A Stop Payment Request must specifically identify the Item subject to your request and must be received by us in sufficient time to give us a reasonable opportunity to act on it before we pay such an Item. You understand and agree that, unless your request is complete and accurate, we may be unable to identify the Item subject to your request. You further understand and agree that, unless we have a reasonable opportunity to act on your request prior to payment of an Item, we will be unable to stop payment. By initiating a Stop Payment Request with respect to an Item, in addition to your indemnification obligations in this 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 an Item. When you use Business Online Banking to make a Stop Payment Request, your Stop Payment Order will remain valid for 180 calendar days. Bank has no obligation to comply with an expired Stop Payment Order and no notice will be provided to you that a Stop Payment Order is expiring. You understand that you will incur a fee in the amount specified in our current schedule of Service Fees for each Stop Payment Request.

D. Bill Payment.

1. **General.** You can arrange, at your option, for the payment of your current, future and recurring bills or payroll (collectively, "**Bill Payment**") from your Designated Payment Account. You may transmit the data necessary to effect an online Bill Payment from an Account to which that Corporate User has access. When scheduling Bill Payments, be sure to provide enough time between the scheduled date of the payment and the due date of your bill. Bill Payments to electronic merchants must be scheduled at least three (3) Business Days before the payment due date. Bill

Payments to Payees who cannot accept electronic payments must be scheduled at least six (6) Business Days prior to the due date. For all Bill Payments using Business Online Banking, sufficient funds must be available in the Account at the time you schedule a Bill Payment to be made using Business Online Banking. Bill Payments that will be sent by check will be debited at the time the check is presented to the Bank for payment.

2. **Payee List.** For the Bill Payment Service, your Payee list may include utility companies, merchants, financial institutions, insurance companies, individuals, etc. within the United States whom you wish to pay through Bill Payment Service. 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, the amount of the Bill Payment, and whether the Bill Payment is recurring. We reserve the right to decline to make Bill Payments to certain persons and entities. You agree that any Bill Payment for taxes, Bill Payments that are court-ordered, government payments and Bill Payments outside of the United States are prohibited and you agree that you will not attempt to use the Service to make these types of Bill Payments. On recurring Bill Payments, it is the responsibility of the account owner or Corporate Users to update Payee account information such as address changes, account numbers, etc.

3. **Bill Payments.** You may schedule Bill Payments to be initiated on the current Business Day, on a future date, or on the same date of each month. If you are scheduling a Bill Payment for the current day, it must be initiated prior to the Cutoff Time. Changes to previously scheduled Bill Payments must be made prior to the Cutoff Time the Business Day before the day it is to be initiated. If the transaction shows an (IN PROCESS) status, then the Bill Payment cannot be modified or deleted. Although you can enter Bill Payment information through the Service twenty-four (24) hours a day, seven (7) days a week, we only initiate on Business Days. Funds must be available in your Account on the scheduled payment date. After funds are withdrawn from your Account to make a Bill Payment, we may make the Bill Payment either by transferring funds electronically to the Payee or by mailing the Payee a Check. Funds will be deducted from your Account on the same Business Day for Electronic Payments. Bill Payments made by Check will be deducted from your Account when the Check clears your Account. If you direct the initiation of a Bill Payment to occur on a day other than a Business Day, it will be initiated on the following Business Day. The Bill Payment Service will indicate whether a Payee is paid electronically or by Check.

4. **New Payees.** When you create a new Payee in the Bill Payment Service, the new Payee is added to the Bill Payment Service immediately. You may schedule a Bill Payment for a new Payee as soon as you complete the setup process. At the time you create the new Payee, the Bill Payment Service will determine if the Payee can receive an Electronic Payment. If the Payee can receive an Electronic Payment, the Payee will be designated an Electronic Payee. If the Payee cannot receive an Electronic Payment the Payee will be designated a Check Payee. We are not liable for any Service Fees or late charges levied against you due to postal delays or processing delays by the Payee. There is no limit on the number of Payees or number of Bill Payments that may be authorized. Electronic Payments are subject to the availability of sufficient funds in the designated Account. However, we reserve the right to impose limits at some future date, with advance notice to you.

5. **Form of Payment.**

a. When you schedule a Bill Payment that will be made by Check, you authorize us to issue a Check drawn on your Designated Payment Account for the requested amount. If sufficient funds are not available 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. In either event, your designated 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 loss or penalty that you may incur due to a lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your Account.

b. If a Bill Payment is to be made electronically and your Account does not have sufficient funds to make a Bill Payment as of the date the Transfer or Bill Payment is attempted or scheduled to be made, the Transfer or Bill Payment will be canceled and no further attempt will be made by us to make the Transfer or Bill Payment. We shall have no obligation or liability if it does not complete a Transfer or Bill Payment because there are insufficient funds in your Account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the Bill Payment or rescheduling the Bill Payment through the Service. In the case of recurring Bill Payments, only the Bill Payment currently scheduled will be canceled. Recurring Bill Payments scheduled for future dates will not be affected.

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

7. **Additional Terms.**

a. There is no additional fee for deleting a Bill Payment initiated through the Service; however a fee will apply for a stop payment order on a Bill Payment Check.

b. In the event a Bill Payment is returned to us for any reason, you authorize us, in our sole and absolute discretion, to either research or correct the Bill Payment information or to void the Bill Payment and re-credit your Account.

c. In order for the Bill Payment Service to remain in active status, you must pay a bill at least once every twelve (12) months.

E. Recurring Transfers. Recurring Transfers are those made for the same amount, on the same date, on a weekly, bi-monthly, monthly basis, etc. Once started, recurring Transfers will be made automatically until you delete the Transfer or upon 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 Payee and amount of the current bill and submit the Transfer. A recurring Bill Payment Service transaction that you want deleted must be deleted or the next Bill Payment date changed at least five (5) Business Days before the current transaction date.

F. Bank-to-Bank Transfers. We offer the ability to electronically Transfer money from bank to bank using the

recipient's account information. The External Transfer Service is a one-time transaction in which a single electronic Transfer is issued upon advance request. We will establish limits on the amount of funds you may transfer bank-to-bank from time to time.

1. 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 to the Account 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.

2. You are responsible for all Service Fees and expenses related to our External Transfer Service resulting from insufficient funds in the Account. We may refuse to make any requested Transfer in the event there are insufficient funds in the designated Account, or we may, in our discretion, attempt to make the Transfer one additional time following the Payment Date. If we have not already done so, we will then cancel the Transfer if sufficient funds are not available in the Account at the time of the second attempt to make the requested payment. We may charge an NSF fee any time an External Transfer request is made and sufficient funds are not available in the Account at the time withdrawal of funds for the Transfer is to be made. If we return the requested Transfer as insufficient funds, your External Transfer access will be suspended and no pending or future dated transfers will be processed.

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

1. **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. Bill Payment can only be made with U.S. currency.

2. **Frequency.** In addition to the Federal banking regulations that restrict the number of transfers and withdrawals on certain types of Accounts, 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.

III. MISCELLANEOUS.

A. Remote Access Rights. From time to time, our personnel will use Software to create a remote access online session with your Corporate Users for the purpose of troubleshooting problems, training on products or for related purposes. Such sessions will be solely for the purposes established at the time, and we will not have access to the system for any further reason.

B. Ownership of Website. The content, information and offers on our Website are copyrighted by us and/or our Vendor 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.

**SECTION 3. ACH ORIGATION SERVICE
 TERMS AND CONDITIONS**

I. ACH ORIGATION SERVICE.

A. General. These 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 (**Credit Entry**) and/or collections (**Debit Entry**). We will act as an Originating Depository Financial Institution (**ODFI**) with respect to such Entries.

B. Defined Terms. Unless otherwise defined herein, 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.

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

II. TRANSMITTAL OF ENTRIES.

A. Authorizations and Entry Limits.

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

2. We permit CCD, PPD, CTX, WEB, TEL and IAT Entries, 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 agree to before initiating such Entries and receive our prior approval.

4. You agree that your ability to originate Entries under these 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 format specified by us in the Documentation and NACHA Rules. We may reject or refuse to execute an Entry not prepared in accordance with the Documentation.

C. Content. You shall be 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. 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. To the extent required by Applicable Law or otherwise agreed to by the parties, you shall 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 at least three (3) Business Days following the Settlement Date of the prenotification (as long as there is not a return or NOC related to the prenotification received by us).

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.

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 unprocessable. We are not responsible for insuring 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 initiated by you using Business Online Banking or using secure file transfer. You must transmit Credit and Debit Entries to us on or before the daily Cutoff Time established through Business Online Banking. Same Day Credit Entries may be initiated with our prior approval and subject to a fee we disclose, as long as the amount is \$25,000 or less per Entry and the format requirements are met. We shall process Entries received from you that conform to the file specifications agreed upon by both parties, transmit such Entries as an ODFI to the ACH Operator, and settle for such Entries as provided in the NACHA Rules. We will also permit you to transmit Entries directly to our Vendor, if so requested. 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. Company may not process entries for others or act as a Third Party Service Provider (TPSP) or Third Party Sender (TPS) without first providing notice to Bank in writing and obtaining prior approval. Company will be required to agree to additional Service terms before acting as a TPSP or TPS.

B. 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 Vendor after the daily Cutoff Time may be processed on the next Business Day. Entries shall be deemed received by us, in the case of electronic transmission, when the transmission (and compliance with any Security Procedures provided for herein) is completed.

C. Methods of Processing. We in our sole discretion may choose to process Entries that we receive from you in any order convenient to us. In the event of a system outage, we will make reasonable efforts to process the ACH file offline with the approval

of a Corporate User or Corporate Administrator with approval authority for origination or approval of ACH Entries as required.

D. Inconsistencies. You are responsible to ensure that there are no inconsistencies between account names and account numbers. We may choose not to acknowledge such Entries and may choose to return them.

E. Rejected Entries. Entries may be rejected by us or the ACH Operator for reasons specified in the NACHA Rules. We 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 in the method indicated in the Documentation 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.

F. 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 affected or not effective timely. You shall reimburse us for any expenses, losses or damages that we may incur in effecting or attempting to affect your request for the cancellation of any Entry.

G. 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.

H. 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, we will automatically redeposit 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 this Agreement. We may charge you any fines or Service Fees assessed against us by NACHA or an RDFI for returned Entries.

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 an NOC containing incorrect or incomplete information.

I. 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.

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

K. 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 set forth in the NACHA Rules and pursuant to Regulation E. You shall promptly investigate the claim of error 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 shall promptly reimburse us for all funds you have received when a consumer follows the Regulation E procedures.

IV. PAYMENT AND SETTLEMENT.

A. Settlement Account. You shall maintain with us a demand deposit account, also referred to as the **Settlement Account**, for settlement and payment purposes. You shall maintain immediately Available Funds in the Settlement Account in an amount sufficient to cover all Credit Entries initiated by you on the date of transmission or on the Business Day we release the file to the ACH Operator. Funds will be credited or debited to the Settlement Account as of the Settlement Date. The Settlement Date is the date an exchange of funds with respect to an Entry is reflected on the books of 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 have the right to ensure that funds are available for ACH Origination and chargeback returns. When sending out ACH Credit Entries, we will debit the settlement account on the day of transmission. (ACH Batch received by bank) When sending out ACH Debit Entries we will place a hold for the total ACH batch amount for two (2) calendar days, unless other terms are agreed to in writing. We will cancel and not originate any ACH batches or Entries that do not have all funds available on transmission date. 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.

V. 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 related 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. 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..

VI. 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 of its Account in the amount and on the Effective Entry Date shown on such Entry, such authorization is operative at the time of transmittal or crediting by us as provided herein.

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 and an Originator, ODFI, RDFI, ACH Operator or 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 regulatory requirements. 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 provisional until receipt by the RDFI of final settlement for such Entry. You specifically acknowledge that you have received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the Receiving Depository Bank 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 required by these Service Terms and Conditions, we shall be entitled to rely solely on the information, representations, and warranties provided by you, and shall not be responsible for 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, ACH 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.

VII. 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 of a request with an accurate record evidencing the Receiver’s authorization. Upon request, we will provide forms for authorizations.

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 uncured 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 Service provided under these Service Terms and Conditions, 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.

E. Your Use of Processing Service Provider. You shall not engage a third party processing service provider (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 as created by us from such TPSP, all on behalf of you. TPSP must also comply with the ACH Security Framework rule described above. You shall indemnify us against any loss, liability or expense, including reasonable attorney’s fees, with regard to a breach of these Service Terms and Conditions that may result from the actions of any such TPSP.

SECTION 4. FRAUD MANAGEMENT SUITE 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 (or Service) to determine those Items we should pay from your Account.

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 Issue 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 for purposes of performing the Service that you prepare and electronically transmit in the Items Issued File.

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

Positive Pay Cutoff Time means the time before which you must review Exception Items and instruct us to return selected Items. The current Cutoff Time is 12:00 P.M. Central Time.

C. Security Procedures. The Service will be accessed via a portal within our Business Online Banking Service 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 or costs 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.

D. Our Respective Responsibilities.

1. **Requirements for Performance.** We will perform our Check Positive Pay Service for each of your Accounts with us that are designated for the Service by you and us as noted in the Documents. 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.

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 selected the Payee information match any listing in the Items Issued Data, 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 decide to either pay or return (dishonor) such Exception Item. Your instruction shall be given through use of the Business Online Banking Service 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 act in accordance with your written default procedures for the disposition of Exception Items (such default procedures are given by you in the Documentation, and may be changed by you upon five (5) Business Days prior written notice to us and an written acceptance of such change). 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.

E. Limitations.

1. **Items Covered by Service.** This Service applies to Items that are presented for payment to us through normal inter-bank clearings. It is not designed to compare your list of issued Items against Items that are presented in any other manner (e.g., through an automated teller machine.). At our sole discretion, we may attempt to compare your list 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 of any listing or your submission 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.

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 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.** You may establish a date after which we will not pay stale-dated Items or default to our standard, which is 120 days. We may pay post-dated Items. We will present these Exception Items to decision. You may establish a custom default date on the Documentation.

6. **Reporting.** Detailed Item information, including outstanding issue report, 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 established by us 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, rejected or containing errors will be reported to you within the Business Online Banking platform. 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 the Business Online Banking Service is not available to review the Exception Report we may, in our sole discretion, send a secure email of the Exception Report. In the event that we provide you with an Exception Report, you must notify us of your pay or return decision by the deadline by responding to the secure email. 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 to review, detect and return suspicious and fraudulent Items in 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. The current Cutoff Time is 12:00 P.M. Central Time.

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 Cutoff Time.

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

C. Security Procedures. The Service will be accessed within our Business Online Banking Service. You and we shall comply with the Security Procedures requirements described, and agreed to, in the Online Banking Terms and Conditions.

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 by you and us in the Documentation. In performing the Service, you will make the determination to pay or return each Item drawn on 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. The Check Reverse Positive Pay service cannot be used to 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 present, you must log-in to the system before the Check Reverse Positive Pay Cutoff time, review the presented Items, verify that each Item matches your internal records, and mark to "Return" or "Pay" by the Cutoff Time.

3. **Default Authorization to Pay.** We are authorized and directed to honor and charge to the Account each Item presented to us and not marked for "Return" by you as required prior to the Cutoff Time as set forth above. You agree that such automated processing and payment of Items shall constitute ordinary care by us.

4. **Returned Items.** For any Returned Item, you shall notify us of the Item via the Check Reverse Positive Pay module available on Business Online Banking before the Check Reverse Positive Pay Cutoff Time. For each Returned Item you shall instruct us to return (dishonor) such Item and select a Return Reason. 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. If you fail to properly instruct us to Return any Item prior to the Cutoff Time, then we are authorized to pay all Items presented.

E. Limitations.

1. **Items Covered by Service.** This Service applies to Items that are presented for payment to us through normal inter-bank clearings.

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

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 review promptly 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 Return the Item using the Check Reverse Positive Pay Service.

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 Terms and Conditions. At the end of each accounting cycle, we agree to provide you with the reconciliation report which contains beginning monthly balance, all credits rec, checks paid, outstanding checks and ending balance. Business Online Banking allows you to download a report of account reconciliation reporting.

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 retrieved by you via the Business Online Banking service.

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, detect and return suspicious and fraudulent ACH Debits in your Account.

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

ACH Positive Pay Cutoff Time means the time before which you must review presented Items and instruct us to return selected Items. The current Cutoff Time is 1:00 P.M. Central Time.

Exception Item means the 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 Item marked by you before the Cutoff Time.

Rule means the rule you apply to an exception as to the status of the ACH payee. Either to always pay or pay only within the entered limits.

C. Security Procedures. The Service will be accessed within our Business Online Banking Service. You and we shall comply with the Security Procedures requirements described, and agreed to, in the Online Banking Terms and Conditions.

D. Requirements for Performance.

1. Our Responsibilities. We will perform our ACH Positive Pay Service for each of your Accounts with us that are designated for the Service by you and us in the Documentation or established over Business Online Banking. In performing the Service, you will make the determination to pay or return each Exception Item presented within the Service and depending on your decision to be posted to the 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.

2. Your Responsibilities. 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 Items are present, you must log-in to the system before the ACH Positive Pay Cutoff Time, review the presented items, decision the item to Pay or Return with a Return Reason. You may create a Rule to always pay this payee or to only pay this payee if under a specified amount entered by you. You do not need to create a Rule. Items decided without a Rule will be presented for decision upon each presentation to the Account.

3. Authorization to Pay. We are authorized and directed to honor and charge to the Account each Item presented to us and not marked for return by you as required prior to the Cutoff Time as set forth above. You agree that such automated processing and payment of Items shall constitute ordinary care by us.

4. Returned Items. For any Returned Item, you shall decision the Exception item with the ACH Positive Pay module available on Business Online Banking before the ACH Positive Pay Cut-Off time. For each Returned Item you shall instruct us to return (dishonor) such Item and select a Return Reason. 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. If you fail to properly instruct us to Return or Pay any Item prior to the Cutoff Time, then we are authorized to Return all Items presented.

E. Limitations.

Items Covered by Service. This Service applies to Items that are presented for payment to us through normal inter-bank clearings.

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 module.

You understand that the Service will not automatically identify counterfeit or duplicate Items. As such, you shall review promptly 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 claims, demands, losses, liabilities, or expenses (including attorneys' fees and court costs), resulting directly or indirectly from the delay or failure of you to review all Items presented and make a timely decision before the Cutoff time.

SECTION 5. LOCKBOX SERVICE TERMS AND CONDITIONS

I. LOCKBOX SERVICE.

A. General. These Service Terms and Conditions set forth the terms and conditions under which we will provide you Lockbox Services for your remittances.

B. Defined Terms. Capitalized terms will have the meanings provided below and in the Master Agreement.

Lockbox means the USPS PO Box for your remittances.

Lockbox Account means the Account you designate for this Service.

Non-Processable Items means:

Checks and other documents that are deemed to be unprocessable due to failure to meet ALL processing procedures stated in these Service Terms and Conditions or the Documentation.

Correspondence Envelopes that contain only correspondence will be mailed directly to you or may be scanned and made available to you online.

USPS means United States Postal Service

II. THE LOCKBOX.

A. Assignment of Lockbox Number. We will make available to you a designated lockbox at USPS, assign a Lockbox number for the receipt of checks, drafts and money orders (collectively, Checks or Payments) and advise you of the mailing address for the Lockbox.

B. Mail Pickup and Receipt. We will pick up mail received at the Lockbox in accordance with our regular schedule. We may change the scheduled pick up of mail at any time at our discretion.

C. Lockbox Remittances. We will open mail picked up at the Lockbox, extract Payments and remittance documents (collectively, Lockbox Remittances), and process and prepare Payments in accordance with your requirements specified on the Enrollment/Maintenance Form. We will provide you with electronic images of all Payments processed for that day in accordance with your instructions, and will maintain digitized images of all Payments processed for our customary retention period. We will only process remittances made out to you or other payee names you have provided to us.

Your remittances are handled as follows:

1. Checks.

a. Posting and Deposits. We will clear Checks and deposit them to the Lockbox Account. You represent and warrant that you have legal authority to accept for deposit and otherwise negotiate Checks payable to payees different from your legal name as such name is designated on the Documentation. Checks will be deposited under the provisions of your Deposit Account Agreement with us, except as such rules and policies are specifically modified by the Master Agreement or these Service Terms and Conditions. We will clear the Items through image exchange, substitute checks or ACH as we, in our sole discretion, shall determine appropriate. Checks deposited will be processed and funds made available based on the funds availability policies which govern you and the Lockbox Account, as set forth in the Deposit Account Agreement, or such other funds availability schedules applicable to lockbox Items that we may provide to you from time to time.

b. Chargebacks. We will have the right to charge back to the Lockbox Account the amount of any Check deposited in or otherwise credited to the Lockbox Account through this Service which we determine was not payable to you or is returned to us for any reason.

c. Foreign Checks. Foreign Checks or Checks drawn on currency other than U.S. dollars received in the Lockbox will be reviewed and sent for collection. Allow for additional processing time as well as additional processing fees. The final deposit amount will be posted to your Lockbox Account manually.

2. Processing. We shall not be deemed to have received a Payment until we have received it from the USPS and processed the Payment according to our procedures. To accomplish automated processing and to maximize deposit availability, we do not examine Checks (including, without limitation, any inspection for missing signatures, dates, , or guarantee amounts) except as provided in any separate Service feature you use with us. Further, we do not attempt to isolate Checks bearing restrictive legends or endorsements (e.g., paid in full, final payment or words of similar meaning). You hereby agree that we do not assume any responsibility or liability for our failure to discover and forward such items to you.

3. Remittance Data. We will accumulate remittance data during the processing of Lockbox deposits and will transmit that data to you via Lockbox Online Reporting.in accordance with your instructions specified on the set-up forms.. Remittance data may include the account number, the amount billed, the amount paid, or other data contained in the remittance documents.

D. Optical Character Recognition Scannable Coupon Processing. With respect to Optical Character Recognition Scannable Coupon Processing, unless you provide contrary instructions in the Documentation, and subject to our right to forward any Check or Check Image to you for inspection and instructions without processing the Check, we will process Payments as follows.

1. OCR Processing. We will program our processing systems to recognize your standard remittance envelopes and Optical Character Recognition (OCR) documents based on the sample OCR documents that you provide to us. If, with respect to any Check sent to a Lockbox, the OCR document is missing, we will inspect the Check to determine if the remitter data is present. If such data is present, we will use the data to continue processing the Check. If such data is not present, we will either present the Check to you for online decisioning by you and process the Check in accordance with the option selected, or return it to you without processing it (based upon the instructions you provide to us in Service Documentation). If a Check is missing or a Charge authorization was not provided, we will image the Item as correspondence or return the related document to you without processing it (based on your instructions).

2. Amount Processed. Checks will be processed for the courtesy (numeric) amount. If the courtesy (numeric) amount is unreadable, we will process the Check for the written amount.

3. Remittance Envelopes. In order for OCR to function properly, you must supply your remitters with and request them to use standard remittance envelopes with the proper OCR documents. We will destroy any envelope and OCR document after processing, or may retain the OCR document for a limited period of time after processing, not to exceed two Business Days, if requested by you in writing. We will not inspect any Check, OCR document, or charge authorizations or other accompanying document for any writing from your remitters (except as specifically set forth above), and we

will not be responsible for taking (or failing to take) any action based upon any such writing.

4. OCR Document Specifications. Your OCR documents and remittance envelopes must be designed in accordance with our technical specifications, as revised from time to time. These technical specifications include requirements for document size, paper weight, OCR line placement, OCR line content, and document colors. You must provide us with sample OCR documents and remittance envelopes for testing and approval prior to the implementation of the Services, and prior to implementing any changes to the OCR scan line, any wording change or any print changes (e.g. font changes and changes in the placement of data on the OCR document).

E. Non-Optical Character Recognition Scannable Coupon Processing. With respect to Non-Optical Character Recognition Scannable Coupon Processing, unless you provide contrary instructions on the Enrollment/Maintenance form accepted and agreed to by us, and subject to our right to forward any Check or Check Image to you for inspection and your instructions without processing the Check, we will process Payments as follows:

1. Pay by Lockbox Number. If you have selected the Pay by Lockbox Number option, we are authorized to accept all Payments sent to the designated Lockbox for you for processing without examining the name of the payee to determine whether such Payments are properly payable to an Acceptable Payee, and this will not constitute a failure by us to exercise ordinary care. You will be and remain liable to us for any Claim paid or incurred by us which relates to our processing and/or endorsement of any Payment deposited through the Lockbox that is not payable to an Acceptable Payee (including where any Check is drawn on us).

2. Acceptable Payees. If you have selected the Acceptable Payees option, you must list all other parties for whom you are authorized to obtain Payments on the Enrollment/Maintenance form. You must ensure that you have obtained the authority to endorse and transfer Items payable to them. You and each other payee is referred to an Acceptable Payee under this Service. We may, at any time, without incurring any liability, cease acceptance and processing of Payments payable to any Acceptable Payees.

3. Exception Payments. If a Payment is not payable to an Acceptable Payee, we will return to sender. without processing it.

4. Amount Processed. If the legal (written) and courtesy (numeric) amounts of a Check differ, the Check will be processed according to the written amount. If the written amount is unreadable, we will process the Check for the numeric amount.

F. Authority to Endorse Checks and Make Deposits. You irrevocably appoint us, and any person we designate for such purpose, as your true and lawful attorney and agent-in-fact to virtually endorse any Checks received through the Lockbox and you will be deemed to make all of the warranties of a transferor of any such Checks under Applicable Law. You also authorize us to deposit Checks and other instruments of payment into or otherwise credit the Account.

G. Online Access; Security Procedures. You may receive secure online access to an image and data archive with respect to Checks we process (the Online Viewer) with up to the history retention period agreed upon. You may obtain same-day Lockbox processing information (daily deposit reports and images of Lockbox Remittances) through the Online Viewer and can quickly search for information or images of past Payments and can download PDF images of all Payments.

Due to the sensitivity of Company Information contained on the Online Viewer, a security key/Token may be required for access.

We will provide all security keys, Tokens, Passwords and any other authorization information to you. You agree that the foregoing Security Procedures are commercially reasonable in light of the nature of the Services provided pursuant to this Service.

H. Bankruptcy, Garnishment and Liens. If you, or your assets, become subject to any bankruptcy, receivership or insolvency proceeding or to any garnishment, attachment, lien, levy or similar occurrence, we may take action to protect ourselves from any liability, including, but not limited to, suspending the processing of your Checks or freezing all or a portion of any Account balance you have with us.

I. Commingled Lockbox. If Company uses the Services with and on behalf of Affiliate Company, including Combined Access as set forth in Section 1. Article VII of the General Terms and Conditions, each Company hereby agrees that if any of its Collections (as defined below) are received through or in any Lockbox or Account now or hereafter established in the name of Lead Company or any Affiliate Company (each, a “Commingled Lockbox” or “Commingled Account”, respectively), then the Lead Company or such Affiliate Company is authorized to receive, endorse, negotiate, deposit, withdraw, transfer and apply such Company’s Collections and take any and all other actions with respect thereto, all as the Lead Company or such Affiliate Company deems appropriate. Each Company understands that such Collections may be commingled with the funds of other entities. Therefore, each Company hereby disclaims and releases all right, title and interest in its Collections, and hereby waives any and all legal claims such Company may have against Bank based on conversion or any other legal theory, regulation or statute, due to such commingling. Each Company represents and warrants to Bank that no Collections of a type that, by virtue of a statutory, regulatory, contractual or other restriction, cannot be commingled with other funds or payments will be submitted to or received in any Commingled Lockbox or Commingled Account. For purposes of this paragraph, “Collections” shall mean all Items, electronic funds transfers, credit card payments and other amounts payable to or for the benefit of a Company and all proceeds thereof.

J. Termination of Service. Upon termination of the Lockbox Service: (a) Bank may close the Lockbox; and (b) Bank may forward the mail addressed to the Lockbox in the manner instructed by Company (and agreed to by Bank) for a maximum period of three months after the termination date, unless arranged otherwise between Company and Bank. This forwarding service is subject to Service Fees being prepaid directly to Bank at the time of such termination. Absent agreement for post-termination forwarding of the mail addressed to the Lockbox, Bank may with no liability to Company cause or allow such mail to be returned

**SECTION 6. REMOTE DEPOSIT SERVICE
TERMS AND CONDITIONS**

I. REMOTE DEPOSIT SERVICE.

A. General. These Service Terms and Conditions set forth the terms and conditions under which you will use our Remote Deposit Service through Business Online Banking or other agreed secure website to make deposits to your Account(s) electronically from your place of business by scanning Items on a desktop scanner.

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

Chargeback/Returned Items 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 day via Remote Deposit.

Dual Control for Remote Deposit means delegating specific functions among two or more Corporate Users to ensure accuracy and monitor 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 (defined below).

Substitute Check means a paper reproduction of an electronic image of a check 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 Service, including, but not limited to, a limitation on the number of Checks, the maximum permissible dollar amount of any individual Check or the Daily Deposit Limit, all as provided on the Documentation For certain Companies considered high risk, 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. .

1. 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 or 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 vendor recommended maintenance is conducted by trained personnel, whether they are employees of you or third-party employees. 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 or our designated agent in accordance with the procedures in the guides provided to you by us. Regulations require all checks deposited into your account via Remote Deposit Capture (RDC) 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 insure this verbiage is placed physically on the check. Once you have used the Remote deposit service to deposit a Check you agree not to present, or allow anyone else to present, that original Check or a substitute check of that original Check again for deposit through the Service or by any other means. If you or anyone else present 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 all liability and damages that may result from any claims, suits or demands from third parties with respect to such Check or substitute check. You agree that we may debit from your Bank account the aggregate amount of any Checks that are deposited more than once. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any other of your account(s) with the Bank in our sole discretion. We reserve the right to amend the procedures with or without prior notice to you.

B. Corporate Users. You must restrict access to Remote Deposit to your authorized personnel only. We will provide a starting Password to the Corporate Administrator. Each Corporate User will be required to create a new Password after the initial system login. Each Corporate User is solely responsible for any transactions created using his/her system access and password. Our recommendation is to utilize 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 daily dollar amount shall not exceed the Daily Deposit Limit approved by us. 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 credit 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.

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. You may only deposit Items, as that term is defined in this Agreement and the Federal Reserve Board Regulation CC (Reg CC), on which you are the payee.

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 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, costs and expenses 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, costs and expenses we incur because the Substitute Check resulting from the electronic representation does not meet applicable Substitute Check standards and/or causes duplicate payments.

C. Maintenance and Destruction of Original Item. You must securely store the original Item processed after scanning the Item. 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 or negotiated 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 in accordance shall contain images of the front and the back of the Items that meet the Check 21 requirements. 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

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 Board of Governors of the Federal Reserve, 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 the Procedures, you shall ensure that the following information is captured from the MICR line of the Item: Routing Transit Number, Account Number, Check 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 Agreement and the Deposit 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 Article IV.D of this Master Agreement.

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. **Business Purpose Only.** You are not a consumer and this Service shall be used for business purposes.

5. **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).

6. **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.

7. **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. You are not engaged or affiliated with any businesses, products or methods of selling other than those provided by you to us.

8. **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.

9. **Transactions.** All Items and business transactions of yours are bona fide.

10. **Compliance.** You conduct your business and submit Items and Files in compliance with all laws and rules.

11. **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, 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 these Service Terms and Conditions, 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 (Rules), including but not limited to regulations of the Board of Governors of the Federal Reserve, 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. Collection of Items is also subject to the terms of our Deposit Agreement and Check 21 Act.

D. Availability of Funds. Funds shall be made available to you in accordance with the terms of the Deposit Account Agreement. For the purpose of determining availability of funds and the period of time for which funds may be held by us under Regulation CC

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 Vendor.

C. Investigations. In addition to the provisions contained in the General Terms 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 cooperate in any Bank investigations regarding any unsuccessful or lost transmissions, will provide imaged documents (or original Checks 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 Checks within two Business Days of our request

VII. OUR LIABILITY.

You acknowledge that it is not possible for the Service 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 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 this 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.

B. Special Instructions. You may request that we re-present returned Items to the drawee or to 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 Items were 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 law, rules, regulation, agreement, or Operating Circular. 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, our right to audit you includes the right to audit your information technology infrastructure to assure compliance with these Services and 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 Checklist will 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. 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 laws, rules or this Agreement. We will not be liable for any losses or additional costs 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

In addition to its indemnification obligations in the General Terms, 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 Check based on Images and MICR Data in File received by Bank, including, without limitation any missing or improper endorsement or endorsement by Bank of any such Check or Substitute Check as contemplated by this Agreement, any Losses due to an accepted Check having previously been paid or any check or item not properly payable to 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 this Service, provided, however, that Company shall not be obligated to indemnify Bank for claims, losses or damages attributable to

Bank's gross negligence or willful misconduct. This indemnity in this Section XIII will survive the termination of the Agreement.

SECTION 7. REPURCHASE AGREEMENT SERVICE TERMS AND CONDITIONS

NOTICE REGARDING DEPOSIT INSURANCE AND INSOLVENCY FOR REPURCHASE AGREEMENT SERVICES AND REPURCHASE AGREEMENT SWEEP SERVICES.

REQUIRED DISCLOSURE RELATING TO CERTAIN FEDERAL PROTECTIONS. COMPANY ACKNOWLEDGES THAT IT HAS BEEN ADVISED THAT BANK IS A BANK WITH ITS DEPOSITS INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") AND EACH REPURCHASE AGREEMENT (INCLUDING ANY SWEEP REPO TRANSACTION DESCRIBED BELOW) IS AN OBLIGATION OF THE BANK BUT IT IS NOT A DEPOSIT, AND IT IS NOT INSURED BY THE FDIC OR GUARANTEED BY THE U.S. GOVERNMENT OR ANY AGENCY THEREOF. COMPANY FURTHER ACKNOWLEDGES THAT IN THE EVENT OF A FAILURE OF THE BANK THAT COMPANY WILL BE THE OWNER OF, OR WILL HAVE A SECURITY INTEREST IN, THE PURCHASED SECURITIES, OR THE PURCHASED SECURITIES WILL BE SOLD UNDER THE TERMS SET FORTH HEREIN TO RE-CREDIT THE AMOUNT OF SUCH PURCHASED SECURITIES TO COMPANY. THE COMPANY MAY BECOME AN UNSECURED CREDITOR OF THE BANK IF THE MARKET VALUE OF THE PURCHASED SECURITIES FALLS BELOW THE PRICE PLUS ACCRUED INTEREST.

I. REPURCHASE SERVICE.

These Service Terms and Conditions govern repurchase transactions we may enter into as part of the Master Agreement. From time to time we may enter into transactions in which Seller agrees to transfer Securities to Buyer against the transfer of funds by Buyer, with a simultaneous agreement by Buyer to transfer to Seller such Securities at a date certain or on demand, against the transfer of funds by Seller.

In each such event, Seller (Bank) is the party selling the Securities to a Buyer (Company) and Seller has the obligation to repurchase them. Each such transaction shall be referred to herein as a Transaction and, unless otherwise agreed in writing, shall be governed by these Service Terms and Conditions.

The specific terms of each Transaction are set forth in the applicable Sweep Repo Terms and the Enrollment/Maintenance Form. In the event of an inconsistency between these Service Terms and Conditions and the Repo Service Terms, the Sweep Repo Terms will prevail.

II. Definitions.

Act of Insolvency means, with respect to any party, (i) the commencement by such party as debtor of any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, moratorium, dissolution, delinquency or similar law, or such party seeking the appointment or election of a receiver, conservator, trustee, custodian or similar official for such party or any substantial part of its property, or the convening of any meeting of creditors for purposes of commencing any such case or proceeding or seeking such an appointment or election, (ii) the commencement of any such case or proceeding against such party, or another seeking such an appointment or election, or the filing against a party of an application for a protective decree under the provisions of the Securities Investor Protection Act of 1970, which (a) is consented to or not timely contested by such party, (b) results in the entry of an order for relief, such an appointment or election, the

issuance of such a protective decree or the entry of an order having a similar effect, or (c) is not dismissed within 15 days, (iii) the making by such party of a general assignment for the benefit of creditors, or (iv) the admission in writing by such party of such party's inability to pay such party's debts as they become due. Notwithstanding anything to the contrary provided herein, an Act of Insolvency with respect to Bank shall not be deemed to have occurred in the event that the Federal Deposit Insurance Corporation (FDIC) is appointed the Bank's receiver;

Additional Purchased Securities, Securities provided by Seller to Buyer pursuant to Article IV.A hereof;

Buyer's Margin Amount, with respect to any Transaction as of any date, the amount obtained by application of the Buyer's Margin Percentage to the Repurchase Price for such Transaction as of such date;

Buyer's Margin Percentage, with respect to any Transaction as of any date, a percentage (which may be equal to the Seller's Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction;

Confirmation, the meaning specified in Article III.B hereof;

Income, with respect to any Security at any time, any principal thereof and all interest, dividends or other distributions thereon;

Margin Deficit, the meaning specified in Article IV.A hereof;

Margin Excess, the meaning specified in Article IV.C hereof;

Margin Notice Deadline, the time agreed to by the parties in the relevant confirmation or otherwise as the deadline for giving notice requiring same-day satisfaction of margin maintenance obligations as provided in Article IV. hereof (or, in the absence of any such agreement, the deadline for such purposes established in accordance with market practice);

Market Value, with respect to any Securities as of any date, the price for such Securities on such date obtained from a generally recognized source agreed to by the parties or the most recent closing bid quotation from such a source, plus accrued Income to the extent not included therein (other than any Income credited or transferred to, or applied to the obligations of, Seller pursuant to Article V hereof) as of such date (unless contrary to market practice for such Securities);

Price Differential, with respect to any Transaction as of any date, the aggregate amount obtained by daily application of the Pricing Rate for such Transaction to the Purchase Price for such Transaction on a 365 day per year basis for the actual number of days during the period commencing on (and including) the Purchase Date for such Transaction and ending on (but excluding) the date of determination (reduced by any amount of such Price Differential previously paid by Seller to Buyer with respect to such Transaction);

Pricing Rate, the per annum percentage rate for determination of the Price Differential;

Prime Rate the prime rate of U.S. commercial banks as published in The Wall Street Journal (or, if more than one such rate is published, the average of such rates);

Purchase Date, the date on which Purchased Securities are to be transferred by Seller to Buyer;

Purchase Price, (i) on the Purchase Date, the price at which Purchased Securities are transferred by Seller to Buyer, and (ii) thereafter, except where Buyer and Seller agree otherwise, such price increased by the amount of any cash transferred by Buyer to

Seller pursuant to Article IV. B hereof and decreased by the amount of any cash transferred by Seller to Buyer pursuant to Article IV. A hereof or applied to reduce Seller's obligations under clause (ii) of Article V hereof;

Purchased Securities, the Securities transferred by Seller to Buyer in a Transaction hereunder. The term Purchased Securities with respect to any Transaction at any time also shall include Additional Purchased Securities delivered pursuant to Article IV.A hereof and shall exclude Securities returned pursuant to Article IV.A hereof;

Repurchase Date, the date on which Seller is to repurchase the Purchased Securities from Buyer, including any date determined by application of the provisions of Article III.C or XI hereof;

Repurchase Price, the price at which Purchased Securities are to be transferred from Buyer to Seller upon termination of a Transaction, which may be determined as the sum of the Purchase Price and the Price Differential as of the date of such determination or by such other method as provided in the Repo Service Terms;

Seller's Margin Amount, with respect to any Transaction as of any date, the amount obtained by application of the Seller's Margin Percentage to the Repurchase Price for such Transaction as of such date;

Seller's Margin Percentage, with respect to any Transaction as of any date, a percentage (which may be equal to the Buyer's Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction.

III. INITIATION; CONFIRMATION; TERMINATION.

An agreement to enter into a Transaction may be made at the initiation of either Buyer or Seller through execution of a Repo Service Terms, which may be entered into electronically.

On the Purchase Date for the Transaction, the Purchased Securities shall be transferred to Buyer or its agent against the transfer of the Purchase Price to an account of Seller.

Upon agreeing to enter into a Transaction hereunder, Seller shall promptly deliver to the other party a written confirmation of each Purchase Transaction (a Confirmation). The Confirmation shall describe the Purchased Securities (including CUSIP number, if any), identify Buyer and Seller and set forth (i) the Purchase Date, (ii) the Purchase Price, (iii) the Repurchase Date, unless the Transaction is the next day or to be terminable on demand, (iv) the Pricing Rate or Repurchase Price applicable to the Transaction, and (v) any additional terms or conditions of the Transaction not inconsistent with these Service Terms and Conditions. The Confirmation, together with these Service Terms and Conditions, shall constitute conclusive evidence of the terms agreed between Buyer and Seller with respect to the Transaction to which the Confirmation relates, unless with respect to the Confirmation specific objection is made promptly after receipt thereof. In the event of any conflict between the terms of such Confirmation and these Service Terms and Conditions, these Service Terms and Conditions shall prevail.

In the case of Transactions terminable upon demand, such demand shall be made by Buyer or Seller, no later than such time as is customary in accordance with market practice, by telephone or otherwise on or prior to the Business Day on which such termination will be effective. On the date specified in such demand, or on the date fixed for termination in the case of Transactions having a fixed term, termination of the Transaction will be effected by transfer to Seller or its agent of the Purchased Securities and any Income in respect thereof received by Buyer (and not previously credited or transferred to, or applied to the obligations of, Seller

pursuant to Article V hereof) against the transfer of the Repurchase Price to an account of Buyer.

IV. MARGIN MAINTENANCE.

If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Buyer is less than the aggregate Buyer's Margin Amount for all such Transactions (a Margin Deficit), then Seller will transfer to Buyer cash or additional Securities reasonably acceptable to Buyer (Additional Purchased Securities), so that the cash and aggregate Market Value of the Purchased Securities, including any such Additional Purchased Securities, will thereupon equal or exceed such aggregate Buyer's Margin Amount (decreased by the amount of any Margin Deficit as of such date arising from any Transactions in which such Buyer is acting as Seller).

If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Seller exceeds the aggregate Seller's Margin Amount for all such Transactions at such time (a Margin Excess), then Seller may by notice to Buyer require Buyer in such Transactions, at Buyer's option, to transfer cash or Purchased Securities to Seller, so that the aggregate Market Value of the Purchased Securities, after deduction of any such cash or any Purchased Securities so transferred will thereupon not exceed such aggregate Seller's Margin Amount (increased by the amount of any Margin Excess as of such date arising from any Transactions in which such Seller is acting as Buyer).

If any notice is given by Buyer or Seller under paragraph A or B of this Article at or before the Margin Notice Deadline on any Business Day, the party receiving such notice shall transfer cash or Additional Purchased Securities as provided in such paragraph no later than the close of business in the relevant market on such day. If any such notice is given after the Margin Notice Deadline, the party receiving such notice shall transfer such cash or Securities no later than the close of business in the relevant market on the next Business Day following such notice.

Any cash transferred pursuant to this Article shall be attributed to such Transactions as shall be agreed upon by Buyer and Seller.

Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer or Seller (or both) under paragraphs A and B of this Article may be exercised only where a Margin Deficit or Margin Excess, as the case may be, exceeds a specified dollar amount or a specified percentage of the Repurchase Prices for such Transactions (which amount or percentage shall be agreed to by Buyer and Seller prior to entering into any such Transactions).

Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer and Seller under paragraphs A and B of this Article to require the elimination of a Margin Deficit or a Margin Excess, as the case may be, may be exercised whenever such a Margin Deficit or Margin Excess exists with respect to any single Transaction hereunder (calculated without regard to any other Transaction outstanding under these Service Terms and Conditions).

V. INCOME PAYMENTS.

Seller shall be entitled to receive an amount equal to all Income paid or distributed on or in respect of the Securities that is not otherwise received by Seller, to the full extent it would be so entitled if the Securities had not been sold to Buyer. Buyer shall, as the parties may agree with respect to any Transaction (or, in the absence of any such agreement, as Buyer shall reasonably determine in its discretion), on the date such Income is paid or distributed either (i) transfer to or credit to the account of Seller

such Income with respect to any Purchased Securities subject to such Transaction or (ii) with respect to Income paid in cash, apply the Income payment or payments to reduce the amount, if any, to be transferred to Buyer by Seller upon termination of such Transaction. Buyer shall not be obligated to take any action pursuant to the preceding sentence (a) to the extent that such action would result in the creation of a Margin Deficit, unless prior thereto or simultaneously therewith Seller transfers to Buyer cash or Additional Purchased Securities sufficient to eliminate such Margin Deficit, or (b) if an Event of Default with respect to Seller has occurred and is then continuing at the time such Income is paid or distributed.

VI. SECURITY INTEREST.

Although the parties intend that all Transactions hereunder be sales and purchases and not loans, in the event any such Transactions are deemed to be loans, Seller shall be deemed to have pledged to Buyer as security for the performance by Seller of its obligations under each such Transaction, and shall be deemed to have granted to Buyer a security interest in, all of the Purchased Securities with respect to all Transactions hereunder and all Income thereon and other proceeds thereof. Such security interest shall be perfected by Bank on its own behalf as Buyer or on your behalf as Buyer, as the case may be.

VII. PAYMENT AND TRANSFER.

Unless otherwise mutually agreed, all transfers of funds hereunder shall be in immediately Available Funds. All Securities transferred by one party hereto to the other party (i) shall be in suitable form for transfer or shall be accompanied by duly executed instruments of transfer or assignment in blank and such other documentation as the party receiving possession may reasonably request, (ii) shall be transferred on the book-entry system of a Federal Reserve Bank, or (iii) shall be transferred by any other method mutually acceptable to Seller and Buyer.

VIII. SEGREGATION OF PURCHASED SECURITIES.

All Purchased Securities in the possession of Seller shall be segregated from other securities in its possession and shall be identified as subject to these Service Terms and Conditions. Segregation may be accomplished by appropriate identification on the books and records of the holder, including a financial or securities intermediary or a clearing corporation. All of Seller's interest in the Purchased Securities shall pass to Buyer on the Purchase Date.

IX. NO SUBSTITUTION.

Seller is not permitted to substitute other securities for those subject to these Service Terms and Conditions. However, Seller is authorized to replace Securities from time to time and at such times as Bank, in its sole discretion, determines is necessary to ensure that Buyer does not hold Securities that have matured. Such replacement will entail the repurchase of the identified Security prior to its scheduled maturity and the simultaneous sale of a new Security to Buyer for the remaining maturity. The new sale will be described in a Confirmation to Buyer.

X. REPRESENTATIONS.

Each of Buyer and Seller represents and warrants to the other that (i) it is duly authorized to execute and deliver these Service Terms and Conditions to enter into Transactions contemplated hereunder and to perform its obligations hereunder and has taken all necessary action to authorize such execution, delivery and performance, (ii) it will engage in such Transactions as principal (or if agreed in writing, in the form of an annex hereto or otherwise, in advance of any Transaction by the other party hereto, as agent for a disclosed principal), (iii) the person signing these Service Terms and

Conditions on its behalf is duly authorized to do so on its behalf (or on behalf of any such disclosed principal), (iv) it has obtained all authorizations of any governmental body required in connection with these Service Terms and Conditions and the Transactions hereunder and such authorizations are in full force and effect and (v) the execution, delivery and performance of these Service Terms and Conditions and the Transactions hereunder will not violate any law, ordinance, charter, bylaw or rule applicable to it or any agreement by which it is bound or by which any of its assets are affected. On the Purchase Date for any Transaction Buyer and Seller shall each be deemed to repeat all the foregoing representations made by it.

XI. EVENTS OF DEFAULT.

In the event that the FDIC is not named as Seller's receiver and (i) Seller fails to transfer or Buyer fails to purchase Purchased Securities upon the applicable Purchase Date, (ii) Seller fails to repurchase or Buyer fails to transfer Purchased Securities upon the applicable Repurchase Date, (iii) Seller or Buyer fails to comply with Article IV hereof, (iv) Buyer fails, after one Business Days' notice, to comply with Article V hereof, (v) an Act of Insolvency occurs with respect to Seller or Buyer, (vi) any representation made by Seller or Buyer shall have been incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated, or (vii) Seller or Buyer shall admit to the other its inability to, or its intention not to, perform any of its obligations hereunder (each an Event of Default);

The nondefaulting party may, at its option (which option shall be deemed to have been exercised immediately upon the occurrence of an Act of Insolvency), declare an Event of Default to have occurred hereunder and, upon the exercise or deemed exercise of such option, the Repurchase Date for each Transaction hereunder shall, if it has not already occurred, be deemed immediately to occur (except that, in the event that the Purchase Date for any Transaction has not yet occurred as of the date of such exercise or deemed exercise, such Transaction shall be deemed immediately canceled). The nondefaulting party shall (except upon the occurrence of an Act of Insolvency) give notice to the defaulting party of the exercise of such option as promptly as practicable.

In all Transactions in which the defaulting party is acting as Seller, if the nondefaulting party exercises or is deemed to have exercised the option referred to in paragraph A of this Article, (i) the defaulting party's obligations in such Transactions to repurchase all Purchased Securities, at the Repurchase Price therefore on the Repurchase Date determined in accordance with paragraph A of this Article, shall thereupon become immediately due and payable, (ii) all Income paid after such exercise or deemed exercise shall be retained by the nondefaulting party and applied to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder, and (iii) the defaulting party shall immediately deliver to the nondefaulting party any Purchased Securities subject to such Transactions then in the defaulting party's possession or control.

In all Transactions in which the defaulting party is acting as Buyer, upon tender by the nondefaulting party of payment of the aggregate Repurchase Prices for all such Transactions, all right, title and interest in and entitlement to all Purchased Securities subject to such Transactions shall be deemed transferred to the nondefaulting party, and the defaulting party shall deliver all such Purchased Securities to the nondefaulting party.

If the nondefaulting party exercises or is deemed to have exercised the option referred to in paragraph A of this Article, the nondefaulting party, without prior notice to the defaulting party, may:

(i) as to Transactions in which the defaulting party is acting as Seller, (a) immediately sell, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, any or all Purchased Securities subject to such Transactions and apply the proceeds thereof to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder or (b) in its sole discretion elect, in lieu of selling all or a portion of such Purchased Securities, to give the defaulting party credit for such Purchased Securities in an amount equal to the price therefore on such date, obtained from a generally recognized source or the most recent closing bid quotation from such a source, against the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder; and

(ii) as to Transactions in which the defaulting party is acting as Buyer, A immediately purchase, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, securities (Replacement Securities) of the same class and amount as any Purchased Securities that are not delivered by the defaulting party to the nondefaulting party as required hereunder or B in its sole discretion elect, in lieu of purchasing Replacement Securities, to be deemed to have purchased Replacement Securities at the price therefore on such date, obtained from a generally recognized source or the most recent closing offer quotation from such a source.

The parties acknowledge and agree that (i) the Securities subject to any Transaction hereunder are instruments traded in a recognized market, (ii) in the absence of a generally recognized source for prices or bid or offer quotations for any Security, the nondefaulting party may establish the source therefore in its sole discretion and (iii) all prices, bids and offers shall be determined together with accrued Income (except to the extent contrary to market practice with respect to the relevant Securities).

As to Transactions in which the defaulting party is acting as Buyer, the defaulting party shall be liable to the nondefaulting party for any excess of the price paid (or deemed paid) by the nondefaulting party for Replacement Securities over the Repurchase Price for the Purchased Securities replaced thereby and for any amounts payable by the defaulting party under Article V hereof or otherwise hereunder.

For purposes of this Article XI, the Repurchase Price for each Transaction hereunder in respect of which the defaulting party is acting as Buyer shall not increase above the amount of such Repurchase Price for such Transaction determined as of the date of the exercise or deemed exercise by the nondefaulting party of the option referred to in paragraph A of this Article.

The defaulting party shall be liable to the nondefaulting party for (i) the amount of all reasonable legal or other expenses incurred by the nondefaulting party in connection with or as a result of an Event of Default, (ii) damages in an amount equal to the cost (including all Service Fees, expenses and commissions) of entering into replacement transactions and entering into or terminating hedge transactions in connection with or as a result of an Event of Default, and (iii) any other loss, damage, cost or expense directly arising or resulting from the occurrence of an Event of Default in respect of a Transaction.

To the extent permitted by Applicable Law, the defaulting party shall be liable to the non-defaulting party for interest on any amounts owing by the defaulting party hereunder, from the date the defaulting party becomes liable for such amounts hereunder until

such amounts are (i) paid in full by the defaulting party or (ii) satisfied in full by the exercise of the nondefaulting party's rights hereunder. Interest on any sum payable by the defaulting party to the nondefaulting party under this Article shall be at a rate equal to the greater of the Pricing Rate for the relevant Transaction or the Prime Rate.

The nondefaulting party shall have, in addition to its rights hereunder, any rights otherwise available to it under any other agreement or Applicable Law.

XII. SINGLE AGREEMENT.

Buyer and Seller acknowledge that, and have entered hereinto and will enter into each Transaction hereunder in consideration of and in reliance upon the fact that, all Transactions hereunder constitute a single business and contractual relationship and have been made in consideration of each other. Accordingly, each of Buyer and Seller agrees (i) to perform all of its obligations in respect of each Transaction hereunder, and that a default in the performance of any such obligations shall constitute a default by it in respect of all Transactions hereunder. (ii) that each of them shall be entitled to set off claims and apply property held by them in respect of any Transaction against obligations owing to them in respect of any other Transactions hereunder and (iii) that payments, deliveries and other transfers made by either of them in respect of any Transaction shall be deemed to have been made in consideration of payments, deliveries and other transfers in respect of any other Transactions hereunder, and the obligations to make any such payments, deliveries and other transfers may be applied against each other and netted.

XIII. USE OF EMPLOYEE PLAN ASSETS.

If assets of an employee benefit plan subject to any provision of the Employee Retirement Income Security Act of 1974 (ERISA) are intended to be used by either party hereto (the Plan Party) in a transaction, the Plan Party shall so notify the other party prior to the Transaction. The Plan Party shall represent in writing to the other party that the Transaction does not constitute a prohibited transaction under ERISA or is otherwise exempt there from, and the other party may proceed in reliance thereon but shall not be required to so proceed.

Subject to the last sentence of paragraph A of this Article, any such Transaction shall proceed only if Seller furnishes or has furnished to Buyer its most recent available audited statement of its financial condition and its most recent subsequent unaudited statement of its financial condition.

By entering into a Transaction pursuant to this Article, Seller shall be deemed (i) to represent to Buyer that since the date of Seller's latest such financial statements, there has been no material adverse change in Seller's financial condition which Seller has not disclosed to Buyer, and (ii) to agree to provide Buyer with future audited and unaudited statements of its financial condition as they are issued, so long as it is a Seller in any outstanding Transaction involving a Plan Party.

XIV. INTENT.

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

It is understood that either party's right to liquidate Securities delivered to it in connection with Transactions hereunder or to exercise any other remedies pursuant to Article XI hereof is a contractual right to liquidate such Transaction as described in Sections 555 and 559 of Title 11 of the United States Code, as amended.

It is understood that these Service Terms and Conditions constitute a netting contract as defined in and subject to Title IV of the Federal Deposit Insurance Corporation Improvement Act of 1991 (FDICIA) and each payment entitlement and payment obligation under any Transaction hereunder shall constitute a covered contractual payment entitlement or covered contractual payment obligation, respectively, as defined in and subject to FDICIA (except insofar as one or both of the parties is not a financial institution as that term is defined in FDICIA).

XV. SWEEP REPO TERMS

The following additional provisions apply to your sweep repurchase agreements and are subject to and governed by the Repurchase Agreement Service Terms and Conditions above.

A. General. Available Funds in the Transaction Account identified on the Enrollment/Maintenance Form in excess of the Target Balance you select will be used at the close of business each Business Day to purchase from us a fractionalized, or all of the, interest in government or government agency securities (Securities), subject to our agreement to repurchase at the opening of business the next Business Day. The details of each sweep will be provided to you in an e-mail Confirmation issued in conformance with Article III.C of the Repurchase Service Terms and Conditions.

B. Daily Sweep Limits. After the close of each Business Day, we will calculate the Available Funds in the Transaction Account. If there are Available Funds in excess of the Target Balance and such excess balance exceeds the Minimum Amount, we will sweep such excess balance into a repurchase agreement in the specified increments. The Minimum Amount may be modified from time to time upon our notification to you. We, without notice, shall have the right to increase or decrease the maximum investment amount allowed.

C. Repurchase by Bank. The following day, at the start of the Business Day, Bank shall buy back the Securities for a price based on a fixed rate of return. The Purchase Price shall then be transferred back to the Transaction Account.

D. Interest. Interest earned on funds used to purchase Securities will be calculated and accrue based on the agreement between us as shown on the Confirmation. Accumulated interest, held for your benefit, will be credited to your Transaction Account at the end of each calendar quarter and will not be available to invest until it has been so credited.

E. Pledge of Securities. Although the Securities purchased may be guaranteed as to principal and interest by the federal government or by the issuing federal agency, any such guarantee runs only to us by virtue of our ownership of the Securities and does not extend to you under the Master Repurchase Agreement. You must therefore look to us and our general assets as the source of payment of the repurchase obligation. To collateralize our repurchase obligation, a security interest in the Securities is granted to you. In most instances, a perfected security interest will assure you that, in the event of default, our obligation to pay the Repurchase Price will be satisfied through liquidation of the Securities and distribution of the proceeds. It is possible that we may grant a security interest in our assets to a Federal Reserve Bank or Federal Home Loan Bank that

achieves a higher priority in the Securities than the security interest granted to you.

Notwithstanding a security interest, however, a situation could arise in which the Market Value of the Securities has depreciated to a level below the total amount of our obligations under the Agreement. In that situation, you will become unsecured to the extent of the disparity between the Market Value of the Securities and our total obligations under these Service Terms and Conditions. The loss of the security interest will leave you in the position of a general creditor of Bank for the amount of the disparity. We will use reasonable efforts to at all times maintain the Market Value of the Securities at a level sufficient to fully collateralize the Repurchase Price due under these Service Terms and Conditions.

Without limiting your rights under Article XI of the Repurchase Service Terms and Conditions, in the event of our default, you will have the right to direct us, as your agent, to sell the Securities and apply the proceeds in satisfaction of any our liability hereunder.

F. FDIC Receivership. In the event the FDIC, which acts as receiver of failed banks, is appointed our receiver, the FDIC will recognize you as a secured creditor, except to the extent provided immediately above with respect to depreciation in Market Value of the Securities. Your swept funds should be fully protected.

After a bank failure, the manner in which the FDIC may treat swept funds will depend on the nature of the transaction structured by the FDIC to resolve the failure. In a purchase and assumption transaction, the Securities and the underlying repurchase arrangement will be transferred by the FDIC to an acquiring institution. Under that transaction structure, the funds normally would be swept back into your designated Account at the required time following the failure, thus giving you full access to these funds at that point. If the FDIC structures the transaction as a payoff of insured deposits, you would receive a check or other payment from the FDIC to reacquire your interest in the Securities according to the FDIC's normal procedures.

SECTION 8. SWEEP SERVICE TERMS AND CONDITIONS

I. SWEEP SERVICES.

A. General. These Sweep Services Terms & Conditions govern your use of our Sweep Services, other than Sweep Repos. As described further below, we offer you the following Sweep Service options: Basic Sweep (Target Balance and Zero Balance), Investment Sweep, and Loan Sweep. Sweep Services are automatic and occur on any Business Day after the final posting of Items in the designated Account.

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 Enrollment/Maintenance Form, which you have designated as being covered by the Sweep Service described herein 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.

Investment Sweep Account means the Account with us, as shown on the Enrollment/Maintenance Form, that you have designated as being covered by the Investment Sweep Service described herein and on which you authorize us to transfer Available Funds, on a daily basis, to or from a Master Account in order to achieve the selected sweep of funds.

Target Balance means the Available Funds balance designated on the Enrollment/Maintenance Form that you wish to maintain in the

Account and above which we will sweep funds out of the Master Account and into which we may sweep funds. The Target Balance in a Zero Balance sweep is zero.

Target Balance Excess means the amount of Available Funds in the Account 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 is less than the Target Balance.

Zero Balance Account means the Account(s) you designate on the Enrollment/Maintenance Form to be used when the Target Balance is zero.

II. SWEEPS.

A. Basic Sweep.

On each Business Day, this Sweep Service transfers the amount of each of: (i) any Target Balance Excess from any Zero Balance Account to the Master Account you designate, and (ii) amounts necessary from the Master Account to the Zero Balance Account to cover any Target Balance Deficit in any Zero Balance Account so that at the beginning of each Business Day, each Zero Balance Account will have an 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 (Items) presented for payment on the Business Day on which presentments are made.

2. We will automatically transfer funds from the Master Account to the Zero Balance Account to cover Items that are presented for payment. To the extent that such Available Funds, in the Master Account, are insufficient to cover such Items, 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, which are 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 the Items which created such provisional credit unpaid, 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). If we should 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 notifies 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 unpaid. We also may return any Items, which we determine, are not properly payable.

B. Investment Sweep.

Notice: Funds swept to an Investment Sweep Account will be considered a deposit account at Bank and insured under the applicable FDIC deposit insurance regulations and limits.

Under this Sweep Service, we will sweep any Target Balance Excess in the Master Account on any Business Day in increments selected on the Enrollment/Maintenance Form to an Investment

Sweep Account that earns interest. Funds will automatically sweep back to the Master Account to meet the Target Balance requirement, subject to any maximum limitations established by law.

C. Loan Sweep.

This Sweep Service provides you with an automated process to obtain an advance on your loan when your Master Account drops below the Target Balance and, alternatively, to pay down your loan using your Target Balance Excess.

Notice: Funds that have been swept out of Company's Designated Account will be used to reduce the balance on the Credit; funds remaining in the Designated Account are Deposits and insured under the applicable FDIC insurance rules and limits.

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

Credit means any loan arrangement between us that we have agreed will be subject to the 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.

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 Master Account. If we determine that there is a Target Balance Excess, we will debit the Master Account and credit the Credit in an amount equal to the lesser of (i) the amount of Target Balance Excess or (ii) the outstanding principal balance of the Credit then outstanding under the Credit (**Repayment Transaction**); provided, however, that we will not be required to initiate any Repayment Transaction in an amount less than a minimum sum mutually agreeable to us in the Enrollment/Maintenance Form. You grant us a security interest in and right of set-off with respect to the Account for purposes of effecting Repayment Transactions.

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

SECTION 9. 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 funds from an Account for credit or payment to another Account or account at another financial institution as you designate in such instructions received by us (each, a “Transfer”). Each 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 Service will permit you to issue Payment Orders for one-time Transfers, standing wire Transfers, recurring Transfers and drawdown Transfers. You assume full responsibility for all 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 Board of Governors of the Federal Reserve 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 Board of Governors of the Federal Reserve System, as amended from time to time.

C. Applicable Law. All Transfers to or from the Account(s) are governed by the laws of the State of Illinois including the Illinois Uniform Commercial Code Article 4A and applicable Federal laws.

II. SECURITY PROCEDURES.

A. Agreement to Use Commercially Reasonable 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 a Request. 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 Transfer), then you will be obligated to pay us the amount of the related 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, whether or not authorized, 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 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 a Request 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 Request 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 Transfers based on the Payment Orders received by us and you agree to pay us the amount of each Transfer no later than the date the Transfer is processed by us if sufficient funds are not in the Account. 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 Transfer is transmitted may be a later date. The foregoing payment obligations will survive termination of the Master Agreement and 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 funds or insufficient collected funds in the amount specified in the Payment Order; provided that we may, at our sole discretion, allow an overdraft to complete a Transfer, and you agree to repay us immediately, without demand, the amount of the overdraft plus any overdraft charges, and you further agree that we may debit any other Account 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 this 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 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 Transfer is a person or entity listed on the list of Specially Designated Nationals and Blocked Persons issued by OFAC (collectively, "Blocked Persons"), we shall not be obligated to complete the Transfer and may block the funds until such time that OFAC issues a written release to us. In addition, if a Transfer into your Account is from a Blocked Person, we shall not be obligated to accept the Transfer.

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 Requests. 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 it fails to act on or complete the amendment or cancellation, and (ii) you agree to indemnify and hold us harmless from any and all liabilities, costs, and expenses 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. 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.

D. 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 this 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 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 Vendor, 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.

E. International Wire Transfers. We may issue separate Security Procedures and instructions relating to international wire transactions, which shall replace or be in addition to those for domestic Transfers. International 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 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 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 Transfers, fines, or confiscation of the entire amount of the 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.