

TREASURY SERVICES AGREEMENT
IMPORTANT INFORMATION ABOUT YOUR TREASURY SERVICES

Use of the Services means you agree to this Agreement.

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TREASURY SERVICES AGREEMENT

This Treasury Services Agreement ("Agreement") applies to certain services that you the customer ("you" or "Customer") may obtain from Bank ("we", "us", or "the Bank").

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires all financial institutions to obtain, verify, and record information that identifies each person (including business entities) who opens an Account (as defined in [Section 4.1](#)). What this means for you: When you open an Account, we will ask for your name, physical address, date of birth, and other information that will allow us to identify you. We may also ask for other identifying documents. We will let you know if additional information is required.

In consideration of our agreement to make services available to you, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you and we (collectively the "parties") agree as follows. By executing one (1) or more enrollment forms requesting one (1) or more Services or by using one (1) or more Services, Customer accepts the terms of this Agreement.

SECTION 1 – GENERAL TERMS

1.1 Services That We Provide

You may decide which of our services you wish to receive. Some services may require the completion of an application or enrollment form. Other services may simply be provided on request (although we may require that requests be in writing). All the services listed in sections two (2) through six (6), collectively "Services", are covered by this Agreement. Other services may also be covered if your application, enrollment, or request refers to this Agreement. This Agreement includes and incorporates any supplemental attachments, schedules, enrollment forms and supplemental enrollment forms, agreements, and applications related to your receipt of the Services. Applications, enrollments, and requests are subject to our approval. Technology, as defined in [Section 1.9 titled "Access to Technology"](#), provided to you by us is considered part of your Services. Certain Services may only be relevant to some of your Accounts with us. On request from time to time, we will provide you with a listing of those Accounts and the Services applicable to them. You may request us to change that listing, but you agree that we will be given a reasonable opportunity to react after receiving your request. Certain Services are subject to deadlines and cut-off times as detailed in the [Processing Schedule \(see Exhibit 1\)](#).

1.2 Termination of Services

(a) *For Convenience.* You may terminate receiving some or all of the Services whenever you choose. We may terminate providing some or all of the Services whenever we choose. In either case, the party terminating shall notify the other in writing at least sixty (60) days in advance. The preceding sentences of this paragraph do not apply if you and we have separately agreed in writing to a specific term. In that case, termination may only occur: (i) at the end of the agreed term or a renewal term, with at least thirty (30) days' prior written notice; or (ii) prior to the end of the agreed term, for cause as noted in [paragraph \(b\)](#) below.

(b) *For Cause.* Either party may suspend or terminate immediately without advance notice prior to the end of the agreed term, for cause. Cause will exist: (i) for either party, if the other party commits a material breach of this Agreement or any other banking service agreement between the parties; (ii) for either party, if a material adverse change occurs in the other party's financial condition (including a bankruptcy, reorganization, or receivership proceeding); (iii) for us, if you no longer satisfy our underwriting or policy standards for the Services in question; (iv) for us, if your use of the Services creates a risk of loss to us (including a third party claim or a reputational injury resulting from the inappropriate use of our Services or your violation of law); or (v) for us, if you fail to provide information reasonably requested by us.

(c) *Effects of Termination.* In the event Services are terminated for any reason prior to the term set forth and agreed upon by the parties, all payments and fees owed to us by you will immediately become due and payable. Rights and obligations of parties set forth in [Section 1.2](#), [Section 1.3](#), [Section 1.6](#), [Section 1.7](#), [Section 1.10](#), [Section 1.15](#), [Section](#)

[1.17](#), [Section 8](#), [Exhibit 2](#), and any right or obligation of the parties that by its express terms or nature and context is intended to survive termination of Services, will survive the termination of Services.

1.3 Compensation

(a) Standard Pricing. If we have committed to a non-standard fee schedule in writing for you, see [paragraph 1.3\(b\)](#). If we have not committed to a non-standard fee schedule, you agree to compensate us for Services rendered in accordance with our standard pricing schedules, as in effect from time to time. You understand that exchange rates, purchase and sale prices, commissions, and other amounts that we may charge you in any particular transaction are not necessarily the same as the amounts that we may pay, may reflect a spread or margin retained by us, and may be different than the amounts we charge in other transactions or to other customers. Fees do not include applicable taxes, if any, which are your responsibility (except for taxes based on our net income).

(b) Non-Standard Pricing. If we have separately agreed to a non-standard fee schedule for you that includes fixed prices or restriction of fee increases (a “Fee Schedule”), which Fee Schedule would be attached hereto and incorporated by this reference, you agree that you will not terminate any Services while the fixed price term is applicable, except that you may terminate earlier for cause (as defined in [paragraph 1.2\(b\)](#)). Additionally, except for Services that we are unable or unwilling to provide to you, you agree to obtain the Services covered by the fixed price term only from us during the period of time in which the fixed fee term in the Fee Schedule is applicable. The preceding sentence will not apply if you have separately made a minimum fee commitment to us in writing.

(c) Payment of Fees. Regardless of the fees charged to you, you agree that we may deduct our compensation from your Account(s) with us on a monthly basis and upon termination. If you have made other payment arrangements, we will not make deductions from your Account(s) unless those other arrangements fail to produce payments when required.

1.4 Our Standard of Care

We have certain obligations to you under applicable law. In addition, we agree to use ordinary care in performing Services. That obligation shall be measured by the reasonableness of banking procedures established for the transaction involved and general banking usage in the local area served by us; clerical error, inadvertence or oversight, or an honest mistake of judgment shall not constitute a failure to exercise ordinary care.

1.5 Your Remedies

You agree to notify us promptly if you believe we have failed to fulfill our obligations to you. If we are unable to resolve your issue, you may terminate receipt of any service in accordance with [Section 1.2 titled “Termination of Services”](#). If you prefer not to terminate, you agree to give us written notice of our failure, in which case we shall be afforded a reasonable opportunity to cure. If Services are not performed or are defectively performed and we have failed to cure, you shall be entitled to a reasonable fee credit to be applied to the fees invoiced for such Services (or, with our consent, other Services).

1.6 Your Obligations

(a) Access Requirements. You are responsible for obtaining and maintaining any hardware, software, communications, encryption capability, and trained Authorized Personnel (as defined in [Section 1.8](#)) needed to access or use the Services (the “Access Requirements”), and you understand that the Access Requirements may change over time. You are responsible for protecting your systems against viruses and other unwanted functionalities, and you agree to take reasonable efforts not to introduce the same to our systems. You are responsible for your own computer back-ups and contingency planning (including contingency planning for an unplanned interruption in our Services). You are solely responsible for selecting the Services you need, for the accuracy and adequacy of the data you provide, and for the results of using the Services in the operation of your business. You represent and warrant that you have all necessary rights, consents, power, and authority to provide us with any information and initiate the transactions that you submit in connection with the Services. You agree to use ordinary care in using our Services. You agree to review within a reasonably prompt time all Account, analysis, and other statements (paper and/or online) after we make them available to you (see your Terms and Conditions of Your Account (“Commercial Deposit Agreement”) for additional relevant terms). If we provide you with statements relating to the Services that reflect debits to your Account(s), your review should not be any later than five (5) days after the statement is made available. You agree to give us immediate verbal

notice, thereafter confirmed in writing, of any unauthorized, erroneous, or improperly executed transactions. You agree to comply with any written or electronic instructions, operating procedures, product or Service user guides, input or transmission formats, incoming work specifications, deadlines or cut-off times, or other limitations or requirements relating to use of the Services (referred to herein as “Rules”), and understand that we may reject or be unable to process incoming items, instructions, or work that does not comply. In the event you fail to comply with the Rules non-compliance fees may apply.

(b) Requirements of Law. You also agree to comply (and to remain in compliance) with all applicable federal, state, and local laws, rules, regulations, ordinances, and determinations of governmental authorities (referred to herein as “Requirements of Law”) including the Gramm-Leach-Bliley Act, Electronic Fund Transfers Act, the Unlawful Internet Gambling Enforcement Act, Federal Reserve Regulation E, the Bank Secrecy Act, the USA PATRIOT Act, all rules, regulations, and obligations with respect to programs administered by the Office of Foreign Assets Control (“OFAC”) or the U.S. Department of Treasury’s Financial Crimes Enforcement Network (“FinCEN”), and any restricted activity that we identify from time to time. You agree not to: (i) resell or otherwise make our Services available to others; or (ii) use our Services in a way that damages or violates the rights of any third party, that violates Requirements of Law, or that will subject us, our affiliates, or our contractors to investigation, liability or legal action. To the extent that the Services we provide are subject to and involve the use of clearing systems (such as the Federal Reserve) or other networks or associations, including VISA, MasterCard, Electronic Check Clearing House Organization (“ECCHO”), and the National Automated Clearing House Association (“NACHA”) (such systems, networks, and associations being referred to collectively herein as “Associations”), you agree to comply with such rules, regulations, and guidelines of the Associations (collectively, “Association Rules”). You agree to indemnify us against any regulatory fine we incur because of your breach of any Association Rules or this Agreement. You understand and agree that we are not responsible for the acts or omissions of any Association (including, for example, an Association’s failure to satisfy a customary service level that affects our performance) or of any other member of any Association. Nothing in this Agreement shall be construed to diminish, restrict, or otherwise reduce your obligations under relevant Association Rules. Our rights and remedies under this Agreement are in addition to (and not in lieu of) our rights and remedies under Association Rules.

(c) Your Responsibilities. To the extent that our Services involve the processing of consumer payments, you agree to receive, respond to, and resolve, at your own expense, all consumer complaints regarding those payments. You agree not to materially change your business or submit to us any transactions that are submitted in a way or for a product or service of yours that was not previously described to and expressly accepted by us. If work to be processed by us is time sensitive, we recommend that you submit the work to us in advance of our final input deadline. This will minimize the possibility of delays resulting from unplanned occurrences (for example, payroll files should be submitted at least two (2) days prior to the payroll effective date).

1.7 Overdrafts

You agree to maintain a sufficient balance in your Account to cover checks, items or drafts drawn on you and marked “payable through” us (“Drafts”) you write, and the other withdrawals and transfers you make or authorize. If available funds are not on deposit at the time we review your balance after any check, Draft, or transfer request is presented, we may, without prior notice, refuse payment or decline to forward your transactions or we may (but need not) pay the item. We need not review your Account more than once in making this determination. We are not obligated to pay checks, Drafts, transfers, or other items on your Account if there are not sufficient available funds in your Account or if you do not make other satisfactory arrangements approved in writing by one of our officers. In the event that we (in our sole discretion) pay any check, Draft, transfer, or other item when there are not sufficient funds in your Account, you shall immediately reimburse us for any overdraft and related fee created thereby or we may, at our discretion, deduct the amount of the overdraft and related fee from any other Account that you maintain with us or any of our affiliates. In addition, for purposes of satisfying your payment obligations for the Services, we may consider any overdraft line of credit or other arrangement you have with us.

1.8 Your Authorized Personnel

(a) Your Employees. You are responsible for all acts and omissions of your officers, directors, partners, employees, agents, representatives, Personal Identification Number (“PIN(s)”) holders, and contractors, including persons granted signature authority on your Accounts and personnel who are permitted to give us instructions in respect of transactions

processed hereunder ("Personnel" and/or "Authorized Users", collectively "Authorized Personnel"). We are entitled, without further inquiry or investigation, to assume that the actions of your Authorized Personnel are appropriate and authorized by you. You are strongly advised to establish and maintain policies and procedures and accounting and auditing controls that will prevent (or at least allow the early detection of) fraud or other unauthorized activity by your Authorized Personnel. As between you and us, you agree to accept sole responsibility for losses attributable to the acts or omissions of your Authorized Personnel. We will, in accordance with your requests from time to time, maintain records of your Authorized Personnel, change such records (with reasonable advance notice and after we have had a reasonable opportunity to act upon such notice), and confirm those records to you. We may require your requests to be confirmed in writing and to be from Authorized Personnel on your Account or from another person with proper authority. These records are maintained as an administrative convenience only and do not form a part of the Security Procedure. We are permitted, but not required, to honor all requests and instructions from your Authorized Personnel.

(b) Third Parties. In the event any Authorized Personnel are employees of Customer's third party processor (referred to in this section as "Processor"), or a Parent or Manager, or Sponsored Entity, Customer understands and acknowledges that wherever the Agreement or any schedule thereto references the "Customer's" computer, system(s) or telecommunications lines or systems, such references shall be deemed to refer to the Processor's, Parent's or Manager's, or Sponsored Entity's computer, system(s) or telecommunications lines or systems. Customer acknowledges and agrees that Bank may provide any notices or other communications under this Agreement to the Processor, Parent or Manager, or Sponsored Entity rather than Customer. A Processor, Parent or Manager, or Sponsored Entity shall be considered Customer's agent with full power and authority to receive information and to give instructions and otherwise act on behalf of Customer but is not a representative of Bank and has no power or authority to act on behalf of Bank. BANK HAS NO RESPONSIBILITY WHATSOEVER FOR ANY ACTS, ERRORS, OMISSIONS, DELAYS OR WRONGFUL CONDUCT COMMITTED BY A PROCESSOR, PARENT OR MANAGER, OR SPONSORED ENTITY.

(c) Identifying Information. Certain Services require the use of passwords, PINs, tokens, User IDs (including customer identifiers), template codes, and/or other identifying information (individually and collectively "Security Credential(s)"). You agree to give this identifying information only to your Authorized Personnel authorized to execute or utilize such Services. Any use of Services by Authorized Personnel with the correct identifying information will be deemed authorized by you.

1.9 Access to Technology

If we provide or permit you to access hardware, software, documentation, systems, or other technology or intellectual property (collectively and individually "Technology"), you agree that we and/or our suppliers retain all intellectual property rights in the Technology. You further agree: (i) to read and comply with any license terms that are made available to you in connection with the Technology; (ii) to use the Technology solely for purposes of accessing or using our Services; (iii) to maintain the confidentiality of the Technology and not to copy, transfer or disclose the Technology; (iv) not to attempt to circumvent any use or access limitations contained in the Technology, not to access any system, file, software, or service other than those specifically made available by us and not to translate, reverse engineer, disassemble, or decompile any Technology; (v) to limit Technology access to those of your Authorized Personnel who have a need to have such access in connection with your receipt of Services from us (and, on request, you agree to advise us in writing of who those persons are); (vi) to use the Technology in accordance with its documentation and all relevant security policies and procedures; and (vii) to return any and all copies of the Technology to us on request (except such hardware as you may have purchased from us). Technology is provided to you on an AS IS basis, and for purposes of this Agreement will be considered part of the "Services." You agree to be responsible for misuse of Technology by your Authorized Personnel or by third parties to whom your Authorized Personnel may disclose their Security Credentials. You agree to cooperate with us in the investigation of any apparent unauthorized use of or access to our Technology by any person using Security Credentials assigned to you or who otherwise appears to have accessed our Technology through your systems.

1.10 Security Procedure

(a) Description of Security Procedure. Services you use may be subject to a security procedure. You agree we will use security procedures for applicable Services (collectively, "Security Procedure") to verify the authenticity of entries, wire requests (payment orders), end user payments or returns, trade services notices, foreign exchange contracts, or other

information transmitted or sent to us electronically or otherwise ("Transmitted Information"). You agree that we are entitled to modify, supplement or alter the Security Procedure, in whole or in part, at any time and that you will be required to comply with the Security Procedure as modified, supplemented or altered in order to continue to use Services. You agree to the Security Procedure as stated in this [Section 1.10](#) and any additional security procedures noted in this Agreement, unless otherwise agreed to with the Bank. Depending on how you submit Transmitted Information to us, [Section 1.10\(g\)](#), and/or [Section 1.10\(h\)](#), will apply, unless otherwise agreed to with the Bank or as otherwise specified under a different Services section of this Agreement.

(b) Review of Security Procedure. You shall review the Security Procedure before using a Service and before sending Transmitted Information, taking into consideration the size, type, and frequency of Transmitted Information you transmit or anticipate transmitting and other factors you deem relevant to a desired security procedure. If at any time you believe the Security Procedure is no longer a commercially reasonable method for providing security against unauthorized Transmitted Information for any Service, whether due to a change in the size, type, and frequency of Transmitted Information or any other reason, then you shall notify us. In addition to this Security Procedure and/or specific security procedures under a different Services section in this Agreement, Customer is required to select or decision additional dual control procedures.

(c) Authentication. You agree the Security Procedure verifies the authenticity of Transmitted Information and does not to detect errors in the transmission or content of Transmitted Information.

(d) Effective Transmitted Information. We may change your unique Security Credentials from time to time. You agree not to authorize others to initiate any information subject to the Security Procedure that is inconsistent with the Services you request from us. You shall take all necessary steps to prevent the unauthorized use or disclosure of your unique Security Credentials and to otherwise establish and maintain procedures to protect against the provision of unauthorized Transmitted Information. TRANSMITTED INFORMATION SHALL BE EFFECTIVE AS YOUR VALID ORDER TO US AND YOU AGREE TO BE BOUND BY THE SAME IF: (1) IT WAS IN FACT TRANSMITTED OR AUTHORIZED BY YOU; OR (2) IT WAS ACCEPTED BY US IN COMPLIANCE WITH THE SECURITY PROCEDURE, WHETHER OR NOT IT WAS ACTUALLY AUTHORIZED BY YOU. Compliance with the Security Procedure shall be documented by our computer system and absent proof of tampering therewith such records shall be conclusive with respect to all questions concerning the actions documented therein. This Security Procedure may be carried out by our computers without unbundling of files or human oversight on individual Transmitted Information. You are solely responsible for the security of the non-bank endpoints. Bank does not guarantee security of the secured connection, which shall be considered part of your "transmitting facilities" for purposes of UCC §4A-203. Bank has no responsibility for monitoring, verifying or assuring the security of the dedicated line or its connection to your computer. You are solely responsible for the security of your computer system, for maintaining the security of and controlling the use of its Security Credentials, and for notifying Bank immediately if you have reason to believe that your security has been breached.

(e) Unauthorized Access. You warrant that no individual will be allowed to initiate Transmitted Information in the absence of proper supervision and safeguards, and agree to take reasonable steps to maintain the confidentiality of the Security Procedure and any Security Credentials provided by us in connection with the Security Procedure provided to you. If you believe or suspect that any such information or instructions have become known or accessed by unauthorized individuals, you agree to verbally notify us immediately, followed by written confirmation. The occurrence of unauthorized access will not affect any transmissions of Transmitted Information made in good faith by us prior to receipt of such notification and within a reasonable period of time to prevent unauthorized transmissions. In the event of any unauthorized Transmitted Information, you agree to cooperate and to provide such information as we may reasonably request to investigate and recover any resulting loss. Absent Bank's gross negligence or willful misconduct, we shall not be liable for acting upon unauthorized Transmitted Information received or reasonably believed to have been received from an authorized source connected to your Account or your Authorized Personnel.

(f) Commercial Reasonableness. You confirm and agree this Security Procedure is commercially reasonable for purposes of this Agreement. Customer agrees that for purposes of determining whether any Security Procedure is commercially reasonable, any additional verifications that the Bank requires and any internal policies, procedures and technologies that Bank employs from time to time shall be taken into account and considered part of the agreed Security Procedure, even though they are not specifically set forth. You acknowledge that you: (i) have the option of submitting Transmitted

Information via other channels (e.g., via non electronic procedures with confirmation); and (ii) have had an opportunity to propose your own unique security procedure, and you have freely selected the Security Procedure. After consultation with your own counsel, you stipulate and agree that the Security Procedure herein constitutes a “security procedure” for purposes of the UCC of the governing law of this Agreement. You represent that you: (a) consider yourself qualified to determine, and have, independently evaluated the risks presented by the Security Procedure; and (b) have determined that the Security Procedure is no less protective than other security procedures in use by similarly situated companies. You hereby stipulate and agree that the Security Procedure is commercially reasonable within the meaning of the governing state UCC and that your computer and telecommunication systems and the dedicated line form a part of your transmitting facilities for purposes of the governing state UCC.

(g) Security Procedure for Transmitted Information via Cash Management On-Line (“CMO”). Bank’s computer system will verify that the file containing each Transmitted Information contains the Customer’s Security Credential (“CPU Security Procedure”). This shall be accomplished by an industry-accepted method. The Customer Security Credential for the initial file shall be as mutually agreed. The Security Credential for subsequent Transmitted Information files shall be the same unless changed by Customer in a field provided for that purpose in the immediately preceding file. Compliance with the CPU Security Procedure shall be documented by Bank’s computer system and absent proof of tampering therewith such records shall be dispositive with respect to all questions concerning the actions documented therein. *The CPU Security Procedure will be carried out by Bank’s computers without human oversight of individual Transmitted Information.* Customer understands that CPU Transmitted Information may be executed without an opportunity for a Customer-initiated cancellation.

(h) Security Procedure for Transmitted Information via First Signal. Transmitted Information initiated via First Signal will be electronically authenticated (without human intervention) through a communications link between Customer’s computer and Bank’s computer. We will determine whether the Transmitted Information is received via a secure connection that we have established with you. This shall be accomplished by an industry-accepted method. Bank has no responsibility for monitoring, verifying or assuring the security of the dedicated line or its connection to Customer’s computer.

(i) Intentionally Left Blank.

1.11 Electronic Access and Security Issues

(a) Electronic Access. If we provide you with Security Credentials for use in any of the Services, you agree to keep and to require your Authorized Personnel to keep your Security Credentials secret, and you agree to prevent unauthorized access to any system. Security Credentials may be changed by Bank from time to time. Bank may, in its sole discretion, require additional verification at any time. Protective measures applied to Security Credentials should be at least as protective as those applied to your most confidential information. You agree to notify us immediately if: (i) your Security Credentials are lost, stolen, or if you believe someone else has discovered your Security Credentials; (ii) you reasonably suspect there has been a breach of any system; or (iii) there is a malfunction in your system (including non-Bank-provided software). You should change Security Credentials whenever any person with access to them transfers to a new assignment, leaves your employment, or is no longer authorized to use the Services on your behalf, or if you believe your Security Credentials have been compromised. Security Credentials should also be changed regularly. We are authorized to provide Services to, to release your Account information to, and accept as authentic any instructions given to us by any person who has entered any Security Credentials assigned to you. We assume no risk for security of public/private networks or telephone/data lines used in conjunction with the Services.

(b) Security Issues. If a security breach occurs, unless our internal security is proved to have been breached, there will be a presumption that your security has been breached. If you request Services that allow for you to appoint an administrator(s) (collectively and individually, “Administrator”), that Administrator may have the ability to appoint additional Administrators and each Administrator will have the ability to determine which of your Authorized Users will have access to the Services, the type of access they will have (including access to information about your Accounts and the ability to initiate transactions therein), and the ability to add, delete, and modify Security Credentials. Your Administrators are solely responsible for determining, on your behalf, who should be trusted with your Security Credentials and for supervising their use thereof. You are responsible for all transactions initiated by your Authorized Users even though they engage in transactions that you have not authorized, regardless of the purpose and regardless

of whether the Authorized User violates your rules. If an Authorized User loses or forgets their Security Credentials, they should contact your Administrator. If an Administrator loses or forgets their Security Credentials, they should contact us. You understand and agree that ANY ONE (1) AUTHORIZED USER may be able to initiate transactions (including transfers) from any of your Accounts using the Services, regardless of whether the Authorized User is authorized on those Accounts and regardless of whether any of those Accounts normally require two (2) or more signatures or has other restrictions.

1.12 Changes

You acknowledge and agree that the Services (including Access Requirements service features and our [Processing Schedule \(Exhibit 1\)](#)) and the systems we use to provide the Services may change over time. We may also unilaterally amend this Agreement and any applicable Rules from time to time. If we believe such a change will have a material impact on you, we will give you reasonable advance notice of the change. Unless a shorter period is required to prevent loss to you or us or unless the change is based on a change in Association Rules or Requirements of Law, we will give you thirty (30) days' notice of changes or amendments. If you do not agree with a change or amendment, you may terminate prior to the change or amendment taking effect or in accordance with [paragraph 1.2\(a\)](#) regardless of any notice requirements.

1.13 Relationship of Parties; Third Parties

The parties intend their relationship to be that of independent contractors. Neither party shall be deemed an agent, employee, partner, or joint venturer of the other nor shall either party have the power or authority to bind the other in any way. Nothing herein shall be construed to grant either party any right, title, interest, or license in or to the other's name, trademarks, other proprietary information, or intellectual property. Neither party will execute any agreements in the other's name or purport to be on the other's behalf. Each party agrees: (i) not to misrepresent the other, the other's services, or the relationship between the parties; and (ii) to assure the compliance of your Authorized Personnel with Services. This Agreement is solely for the benefit of you and us and may not be relied upon or enforced by any third party. No third party (including your Authorized Personnel and your customers) is a third party beneficiary of this Agreement. Nothing in this Agreement is intended to impair either party's rights, claims, or defenses against any third party.

1.14 Affiliated Customer Groups

This Agreement applies to Services provided to the customer entity that applies or enrolls for Services (the "Parent" or "Manager") or any Sponsored Entity (as defined below) each of which is referred to herein as a "customer" or "you." A "Sponsored Entity" is any entity identified as such in a paper or electronic writing delivered by the Parent or Manager to us or that has an interest in any deposit Account as referenced in the applicable documentation. Sponsored Entities must provide a Certification of Business Depository Resolutions in the form required by us or any Bank approved documentation. Unless we have agreed otherwise in writing, your obligations to us are joint and several. By requesting Services on behalf of any Sponsored Entity, the Parent or Manager is agreeing to this Agreement, as amended from time to time, on behalf of such Sponsored Entity. The Parent or Manager represents and warrants that it has all necessary right, power, and authority to request Services, and to make the agreement contained in the preceding sentence on behalf of all Sponsored Entities. Termination of this Agreement as to any customer shall not terminate this Agreement as to any other customer or Sponsored Entity, unless specifically stated in such termination.

1.15 Miscellaneous

(a) Agreement and Amendment. This Agreement may be supplemented by completed enrollment forms that we accept from you and such accepted enrollment forms will be considered part of this Agreement (enrollment forms may, for example, permit you to select from among various optional product features). This Agreement along with any schedules, supplemental attachments, enrollment forms, and applications specifically referenced herein constitute the entire agreement between the parties except for the terms of our deposit account agreements, which contain additional terms governing deposit accounts (collectively, the "Agreement"). In the event of conflict between this Agreement and the deposit agreement, whichever provision is more protective of us shall control. It is the intent of the parties to negate the effect of trade usage and course of dealing in the construction and interpretation of this Agreement. The provisions of this Agreement may not be explained (interpreted), altered, supplemented, or qualified through evidence of trade

usage or prior course of dealing. Except as provided in [section 1.12 titled “Changes”](#), this Agreement cannot be amended except in writing signed by the parties. If the parties mutually agree to supplement or amend this Agreement in a separate written document that is signed by both parties and specifically references this Agreement, that separate document shall control to the extent that it is inconsistent with this Agreement; all other provisions of this Agreement shall remain in full force and effect.

(b) Assignability. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns and may not be assigned (including by operation of law) by either party without the other’s written consent.

(c) Choice of Law. This Agreement shall be governed by federal laws and regulations, applicable clearinghouse rules, and such additional rules, regulations, and policies (including banking days and cut-off times) as we may establish from time to time. To the extent that state law is applicable to this Agreement including the Uniform Commercial Code, this Agreement shall be construed in accordance with the laws of the state where Customer’s local branch of the bank is located (excluding conflict of law principles).

(d) Venue. Any actions arising out of or related to this Agreement or the Services shall be commenced and maintained solely and exclusively in the federal or state courts located in the county and state where the Customer’s local branch of the bank is located, except that either party may (in its sole and absolute discretion) institute legal action in any appropriate jurisdiction to protect its intellectual property rights.

(e) Severability. This Agreement will be construed to vary, by agreement, applicable law to the maximum extent permitted by law. If a provision of law cannot be varied by agreement, that provision of law will supersede the conflicting variation to the minimum extent required by such law. If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability will not affect any other terms of this Agreement. If any term is held to be unreasonable in time, scope, or otherwise, it shall be construed by limiting it to the minimum extent so as to be enforceable.

(f) Waiver. No waiver of this Agreement by us will be effective unless signed by two (2) of our authorized officers. We reserve the right to waive the enforcement of any of the terms of this Agreement with respect to any transaction or series of transactions. Any such waiver will not affect our right to enforce any of our rights with respect to other customers, or to enforce any of our rights with respect to later transactions with you, and will not be sufficient to modify this Agreement on a going forward basis.

(g) Use of Service Providers. We are entitled to use such agents, contractors, service providers, networks, and other third parties as we may deem appropriate in providing the Services.

(h) Execution and Counterparts. The parties may agree to this Agreement through the execution of multiple enrollment forms or applications, executed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one Agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by PDF is as effective as executing and delivering this Agreement in the presence of the other party. In proving this Agreement, a party may produce or account only for the executed counterpart of the party to be charged.

(i) Retention of Agreement. You agree that we may maintain a copy of this Agreement and any and all other documentation related to the Services in electronic form and that we may destroy the originals. You agree that a copy produced from such electronic form or by any other reliable means (for example, photocopy, image, or facsimile) will in all respects be considered equivalent to an original, and you waive any objection to our use of such copies.

(j) Construction. As used in this Agreement, the term “including” means “including, but not limited to.” In addition, all references to banking days mean days other than Saturday, Sunday, or federal holidays.

(k) Audits. You agree to submit annual financial statements and such other financial information as we may reasonably request from time to time, and you agree that we may conduct audits and on-site inspections as we reasonably deem necessary to verify your compliance with this Agreement or other applicable Association Rules.

1.16 Communications and Notices

All communications and notices provided pursuant to this Agreement will be provided in writing to the other party at the postal, e-mail, facsimile, or other address we have for you in our records. Notices to us should be sent to our address set forth on the Corporate Treasury Services Master Enrollment. Notices will be deemed to have been given or made: (i) when received, if delivered by hand or courier; (ii) three (3) Business Days after such notice is deposited in the United States mail; or (iii) if sent by e-mail, express mail, or facsimile, the earliest to occur of its actual receipt by the intended recipient or the Business Day following the day in which it was sent provided that we will not be deemed to have received an e-mail or facsimile until we confirm such receipt by returning a facsimile or e-mail to you. Either party may change its address for notices by giving written notice from a duly authorized representative to the other party. If you use e-mail to contact us, it should only be used for general, non-urgent communications. You should not rely on e-mail for time-sensitive notices. We caution you against using email for transmitting sensitive or confidential information. If you choose to communicate with us via email, we strongly suggest that you encrypt those communications (on request, we will inform you of the encryption protocols that we can accommodate). If you opt not to encrypt your outgoing email to the Bank, we may require a disclaimer to be executed by you. Except for notices of termination, breach, or default which shall be given by written notice, you agree that we may also communicate with you via posting information on the Bank's website, e-mail or other electronic communication, your Account analysis, or other paper and/or online statements. We may monitor and record all communications (including electronic transmissions and telephone conversations) between us and you or your Authorized Personnel, and to keep those recordings as long as Bank considers it necessary. You assume the duty of obtaining the required consents from its Authorized Personnel and/or customer for these recordings. If Bank's records about a request or service are different than Customer's records, Bank's records will govern. Bank's records include its written records and any tape recordings about the request or service.

1.17 Confidentiality

Each party: (i) agrees to protect and maintain in confidence any information that it may obtain from the other party during the term of this Agreement under the specified applicable standard of care; (ii) shall use such information solely for the purposes contemplated by this Agreement and shall not rent, sell, lease, transfer, provide, or otherwise disclose such information to any third party except as required by applicable law or regulation; and (iii) shall give access to such information only to those employees who have a need to know in connection with performing that party's obligations under this Agreement. The Customer agrees to take all reasonable steps to protect the confidentiality of such information, in no event using a standard of care less than the same standard used to protect its own confidential information pursuant to applicable privacy regulations. The Bank shall maintain the confidentiality of such information in accordance with the Bank's normal procedures for safeguarding customer information. Upon request by the disclosing party, the receiving party shall promptly destroy such information or return such information to the disclosing party in the same format as was provided to the extent they are reasonably able and in compliance with Requirements of Law. The confidentiality obligations in this section do not apply to information that: (i) is, at the time of disclosure or thereafter becomes, through no act or omission of the receiving party, a part of the public domain; (ii) was in the receiving party's lawful possession without an accompanying secrecy obligation prior to the disclosure; (iii) is hereafter lawfully disclosed to the receiving party by a third party without an accompanying secrecy obligation or breach of any duty or agreement by which such third party is bound; or (iv) is independently developed by the receiving party. This section shall not be deemed to prohibit disclosures: (i) required by applicable law, regulation, court order, or subpoena; (ii) to auditors or regulators; (iii) to service providers of Bank as necessary for the performance of Bank's duties under this Agreement, provided such service providers are subject to binding confidentiality obligations. Breach of this section shall give rise to irreparable injury, inadequately compensable in damages. Accordingly, the disclosing party may seek injunctive relief against the breach or threatened breach by the other in addition to such legal remedies as may be available, including the recovery of damages.

SECTION 2 – INFORMATION AND DATA DELIVERY SERVICES

Please Note: None of these Information and Data Delivery Services diminishes your responsibility to discover and report unauthorized signatures, endorsements, or alterations of items, unauthorized transfers, and other discrepancies. Nor

shall these Services be construed to increase our duties with respect to your Account(s), other Services or the payment of items.

2.1 Cash Management Online (“CMO”)

Cash Management Online Services permit online access to certain information as well as increased control of online access and management of your Account(s). Services may be unavailable during scheduled maintenance, for security reasons, due to system problems, if communications lines are down, and for other reasons.

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SECTION 3 – PAPER DISBURSEMENT SERVICES

3.1 Positive Pay

(a) Description of Service. Positive Pay Services will allow us to compare items received for payment on your relevant Account(s) (in this section collectively “Items”), against the item issue listings that you provide to us (your “Issue File”). Your Issue File must comply with the criteria, operating procedures, or Rules we establish from time to time. Any Items received by us and not matched against your Issue File will be considered “Exceptions.” We will make available to you a daily report of Exceptions. See our [Processing Schedule \(Exhibit 1\)](#) for further information. That report will list the serial number of each Exception and the amount for which it has been encoded (and, if you are receiving payee name verification services, the report will set forth whether the payee matched the payee on your Issue File). You understand that report information is subject to the limitations of high speed equipment used to capture the information, the quality of the underlying Items for accurate scanning, and scanning errors made by others.

(b) Accuracy; Notification. You are responsible for the adequacy and accuracy of your Issue File and for providing the most current available version to us before our receipt of the Items listed thereon. If you believe that any Exception should be paid, you must notify us prior to the Exception Report Deadline (see our [Processing Schedule \(Exhibit 1\)](#)). Notification may be made via CMO or other means acceptable to us, and must identify the relevant Exception(s) that you want paid. Unless otherwise agreed by the parties (i.e. applicable default settings), if you fail to provide timely notification, we may return all Exceptions stamped with a reason deemed appropriate by us in the circumstances. If your notification only refers to certain Exceptions, all other Exceptions may be returned. All Items matching your Issue File and all Exceptions that you indicate should be paid will be considered properly payable and charged to your relevant Account and will be deemed authorized by you and in accordance with this Agreement. The foregoing notification deadline also establishes the standard by which you will be considered to have exercised reasonable promptness with regard to the daily report, which will be considered a statement of account under the Uniform Commercial Code (“UCC”). We will process Items covered by Positive Pay Services in good faith and with ordinary care in the circumstances (which include the procedures set forth in this and the preceding paragraph). Procedures in place for non-Positive Pay Items will not be applicable in determining whether we have satisfied the foregoing responsibilities.

(c) Authenticity of Items. We agree to follow your instructions with regard to paying Items in accordance with the preceding paragraphs. You agree that we will not be otherwise responsible for the authenticity or alteration of Items, or for the presence or validity of signatures, dates, or amounts thereon. You understand that Positive Pay Services are not equivalent to, and do not replace, stop payment orders.

3.2 Reverse Positive Pay

(a) Description of Service. With Reverse Positive Pay Services, we will provide you with a daily transmission of items drawn on your relevant Account(s) (in this section collectively “Items”) (see our [Processing Schedule \(Exhibit 1\)](#)). In connection with our processing hereunder we may or may not identify Items that should not be paid based on any instructions you may have previously provided us (for example, stop payment Items); these Items will be handled in accordance with our standard processing procedures and will not be referenced in the daily transmissions to you. This Service does not apply to Items presented over our teller line. A daily notification of exception Items will be provided in a mutually agreed manner.

(b) Notification of Items not to be Paid. If you believe any Item listed in your daily transmission or daily notification of exception Items should not be paid, you must notify us in the form of a legible, properly completed bouncer sheet in the form we specify. Bouncer sheets must be actually received by us no later than the Bouncer Deadline. On receipt of your bouncer sheet we will return Items stamped with a reason deemed appropriate by us in the circumstances. The foregoing notification deadline also establishes the standard by which you will be considered to have exercised reasonable promptness with regard to the daily transmission and daily notification of exception Items which will be considered a statement of account under the UCC. You understand that these Services require your bouncer sheet entries to be completely accurate. You agree that we are not responsible for paying an Item that is not accurately described in your bouncer sheet. All Items listed in your daily transmission or daily notification of exception Items not accurately described on your bouncer sheet will be considered properly payable and charged to your relevant Account and will be deemed authorized by you and in accordance with this Agreement. We will process Items covered by Reverse Positive Pay Services in good faith and with ordinary care in the circumstances (which include the procedures set forth in this and the preceding paragraph). Procedures in place for non-Reverse Positive Pay Items will not be applicable in determining whether we have satisfied the foregoing responsibilities.

(c) Authenticity of Items. We agree to follow your instructions with regard to paying Items in accordance with the preceding paragraphs. You agree that we will not be otherwise responsible for the authenticity or alteration of Items, or for the presence or validity of signatures, dates, or amounts thereon. You understand that Reverse Positive Pay Services are not equivalent to, and do not replace, stop payment orders.

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3.6 Image Archive

Image Archive Services permit access to digital images of checks and items paid with respect to your Account(s). Images may be made available on a mutually agreed schedule via online transmission or delivery of media (special Access Requirements may apply). If an image is missing or is illegible, our sole responsibility will be to use reasonable efforts to provide you with a legible image or copy on your request. If we provide you media which contains a defect or is unreadable in its entirety, you must notify us within forty-five (45) days after delivery. Our sole responsibility will be to replace the defective file or media, or (if we are unable to do so) to refund the fees you paid in respect thereof. We will not be liable for delays in providing images. We will not be liable for damages arising out of these Services in excess of the amount of the check or other item giving rise to your damage claim (this limitation is in addition to and not in lieu of the other limitations set forth in this Agreement).

SECTION 4 – DEPOSITORY SERVICES

4.1 Your Account(s)

You may be required to designate and/or maintain one (1) or more demand deposit accounts with us in an open status and in compliance with your Commercial Deposit Agreement to facilitate use of a Service ("Account(s)"). We may indicate in the title of such Account that it is for the benefit of one (1) or more customers. You represent, warrant, and agree that all customer funds on deposit in such Account are subject to this Agreement. In any event, you agree to hold on to funds on deposit in trust for your customers, and agree to promptly and accurately remit customers' funds to them. You agree the Bank is authorized to debit and/or credit the Account in connection with providing you Services. To the extent any credits to your Account are revoked due to any third party claim or demand or any other process recognized by applicable Associate Rules (such as, but not limited to, returns, reversals, adjustments, reclamations, or claims based on breach of any warranty made by the Bank or you under the applicable Association Rules), you shall immediately reimburse the Bank for the amount thereof. You agree to maintain sufficient balances in available funds in the Account to cover all credit transactions and returns on all debit transactions you submit to us and, if we require, a specified minimum balance of available funds. You shall immediately, within the same business day, reimburse the Bank for any overdrafts created by transactions initiated by you. If you fail to reimburse us, we may, at our option, either

debit any other of your account(s) with us or our affiliates to provide such balances or decline to forward your transactions. Our right of reimbursement is absolute and unconditional, and shall not, for any reason whatsoever, be subject to any reduction, setoff, defense, counterclaim, deferment, or right of recoupment. In addition, for purposes of satisfying your payment obligations for the Services, we may consider any overdraft line of credit or other arrangement you have with us.

4.2 Return Item Notification

This service will generally result in the transmission of notice to you of: (1) deposited items that are returned to and received by us; and (2) notifications of return that we receive from others. Notifications will generally be transmitted within the same day of our receipt of the returned item or notification of return. We will separately confirm the specific means of notification and covered deposit Account(s). This service is not guaranteed to be one hundred percent (100%) free from error, interruption, or delay. Failure to transmit notice to you does not affect our right to revoke credit previously given for any item.

4.3 Lockbox Services (Wholesale and Retail)

(a) Description of Service. Lockbox is a service offered to you in which you receive checks or other mutually agreed upon payment instruments from your customers by mail to a post office box and the Bank picks up the payments and deposits them in your Account(s). There are two basic types of Lockbox Services: wholesale (used for high dollar, low volume payments) and retail (used for high volume, low dollar payments, such as taxes, utilities, licenses and fees, and accompanied by standardized remittance documents).

(b) Standard Procedures. Lockbox Services will be provided in accordance with the lockbox procedures we have established for your Account(s), as in effect from time to time (we will confirm the procedures that are in effect on request). To the extent the lockbox procedures established for your Account(s) impose obligations on you, you agree to comply with those obligations or Rules. You agree that your incoming work shall comply with the minimum processing requirements we specify from time to time.

(c) Endorsement. We may, but are not required, to endorse all remittances as follows: "Credited to the account of the within named payee in accordance with payee's instructions," followed by applicable Bank and address. We are further authorized to supply any additional endorsement necessary to any remittance returned by the drawee bank for the reason that the payee's personal endorsement is required.

(d) Acceptable Payees. For checks to be processed under Lockbox Services, Customer may submit a written request to the Bank to add, change, or delete payee designations of Customer's name and/or any other payee name as acceptable payees ("Acceptable Payees"). Such designations of Acceptable Payees shall become effective only after such written request is delivered in an acceptable form to the Bank and after the Bank has a reasonable time to process such changes. Thereafter, the most recent Acceptable Payees' designations shall in all respects supersede or amend, as the case may be, any previous Acceptable Payees' designations. Bank may treat as Acceptable Payees any variation of Acceptable Payees' name that Bank deems to be reasonable. If Customer's Acceptable Payees includes a non-Customer payee ("Third Party Payees"), Customer agrees to and/or warrants the following regarding third party checks and/or joint payee checks: (1) Third Party Payees have authorized Customer to deposit the checks into Customer's Account, commingle check funds in Customer's Account, and retain check funds, draw checks, or withdraw funds under Customer's direction; (2) Third Party Payees have authorized Customer to endorse or otherwise have authorized endorsement of Third Party Payees checks, where applicable; (3) If Customer wishes to deposit checks in another Account not previously designated for Lockbox Services and/or not previously used for processing checks for Third Party Payees, then Customer shall provide, in advance, a written request to the Bank to do so, which the Bank may accept or reject in its sole discretion; (4) Customer shall stop depositing checks or other items payable to Third Party Payees if any Third Party Payees files for bankruptcy, becomes insolvent, is subject to reorganization, or terminates, liquidates, dissolves its business or disposes of a substantial portion of its assets; (5) each check or other item deposited is not subject to a defense or claim in recoupment of any party that could be asserted against any Third Party Payees or Customer; (6) Customer is liable and agrees to indemnify, defend, and hold us harmless from and against any and all liabilities, claims, demands, losses, costs, damages, and expenses (including reasonable attorneys' fees) arising out of or related to us allowing Customer to (i) deposit checks to Customer's Account, with or without the Third Party Payees'

endorsement or purported endorsement, guaranteed or otherwise, and (ii) commingle check funds in Customer's Account. Customer agrees the warranties and indemnities described herein will survive termination of designations of Third Party Payees or the close of any Account with us.

(e) Substantial Compliance; Exception Items. Substantial compliance with our standard lockbox/remittance procedures shall be deemed to constitute the exercise of due care; provided, however, that occasional unintentional deviations from the standard procedures shall not be deemed a failure to exercise due care in respect to the transactions in which the deviations occur. Failure to exercise due care shall not be inferable by reason of the loss of an item without an additional showing of negligence on our part. Without limiting the foregoing, you agree that we shall have no liability for depositing and/or endorsing exception items on your behalf. Exception items include, but are not limited to, items that are unsigned, items that are undated, post-dated or stale dated, items where the payee line is blank or does not match your name or Acceptable Payees, items containing inconsistent amounts, and items that bear paid-in-full or similar notations.

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(g) Access to Technology. Unless otherwise agreed by the parties, if the Services under this Section use the vendor (DigitalDeposit™, DigitalLockbox™, ImageBranch™ and WebDDL™) software, the supplemental [License Terms \(see Exhibit 2\)](#), herein incorporated by this reference, shall be applicable.

4.4 Disaster Recovery Lockbox Services

(a) Description of Service. Upon declaration of a disaster, Disaster Recovery ("DR") Lockbox Services will be provided in accordance with [Section 4.3](#), our standard lockbox procedures and (if applicable) the specific Remittance Instructions/Processing Guidelines we have established for your Account(s), as in effect from time to time (we will confirm the procedures that are in effect on request). In the event multiple customers are affected by the same disaster, Lockbox Services will be provided to the best of our ability, provided that your right to immediate access and exclusive use of our Lockbox Services is conditioned upon no other customer having obtained prior use of the Lockbox Services.

(b) Our Responsibilities. The Disaster Lockbox Services are subject to the creation and completion of an implementation plan. Following that, to the extent that we are requested to provide disaster recovery services, our Services will consist of maintaining the capability to receive remittance mail forwarded to one of our processing centers, opening, extracting, and scanning such mail, and processing it in accordance with the Remittance Instructions/Processing Guidelines we have established for you.

(c) Your Responsibilities. To the extent that our standard procedures impose obligations on you, you agree to comply with those obligations or Rules. You are responsible for providing any and all information we deem necessary for the creation of the previously mentioned Remittance Instructions/Processing Guidelines. You must participate in defining the parameters for the scope of work, providing sort patterns and scan lines, setting up instructions, and providing any exception processing guidelines required to process remittances. You agree to notify us of any updates or changes in sort patterns throughout the duration of this Agreement. You are further responsible for declaring a disaster once it occurs. It is your sole responsibility to establish mail forwarding with the United States Postal Service. Upon our request, you must make available any necessary Authorized Personnel on location and at your own expense. You agree that your incoming work will comply with the minimum processing requirements we specify from time to time.

(d) Endorsement; Method of Collection. We may select the methods used for collection of items, including the use of other banks and clearinghouses, and we may agree to carry collection policies, procedures, and deadlines with such other banks and clearinghouses. We may also convert items into substitute checks (as defined under the UCC) or otherwise collect them electronically. We may charge back to your Account the amount of any: (i) item or entry which is returned unpaid or which is not paid within a reasonable time; or (ii) any electronic deposit for which we do not receive settlement within a reasonable period of time. Alternatively, we may set-off such amount against the amount of any credit or other transfer due to you.

(e) Third party claims. You understand that credits to you and your customers may be revoked due to third party claims, demands, or other processes recognized by relevant Association Rules (including returns, reversals, adjustments, reclamations, or claims based on breach of any warranty made by us or you under NACHA rules).

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(g) Access to Technology. Unless otherwise agreed by the parties, if the Services under this Section use the vendor (DigitalDeposit™, DigitalLockbox™, ImageBranch™ and WebDDL™) software, the supplemental [License Terms \(see Exhibit 2\)](#), herein incorporated by this reference, shall be applicable.

4.5 Remote Deposit Capture

(a) Description of Service. Remote Deposit Capture (“RDC”) Services will consist of us processing, as further described below, checks that you receive and transmit to us for processing as check images. By submitting an image to us, you are authorizing and instructing us to accept that Check (defined below) for deposit to your Account(s). Our Services will include: (i) arranging for a host system to receive electronic image and data files that you transmit of Checks made payable to you; (ii) converting such files to depository files; (iii) serving as the collecting bank with respect to the items reflected in such files; (iv) providing electronic access to the image files for your transactions; and (v) standard reports. We are not responsible for processing your deposit images and data until they are actually acknowledged by us. You understand that the Services are subject to certain usage and dollar volume limits that we may establish for you from time to time. We may refuse to process in excess of those limits (we will inform you of those limits on request). You agree not to submit checks that are drawn on an Account owned by you or any affiliated person or entity or checks that are drawn on or are from institutions located outside the United States.

(b) Hardware. We may upon request assist in your purchase of hardware from select vendors. Payment of the hardware purchase price is due, and title and risk of loss pass to you, on delivery. If we have provided you with hardware, you understand that we are not the manufacturer of the hardware. We shall have no liability whatsoever for personal injury (including death) or property damage caused by the hardware. The hardware is provided AS IS. Subject to manufacturer warranty availability, we will promptly replace the hardware if it is defective upon initial set-up and the defective unit is returned to us. If you believe the hardware is defective, call your bank representative. Prior to authorizing a replacement, we may attempt to diagnose the problem over the phone and verify that it is not possible to affect a remote fix. If the hardware is lost or damaged by you, has been abused, misused, or cared for improperly, replacement will be at its full replacement price. If the hardware is returned without the corresponding power pack and cable, you agree to pay for replacement of the appropriate power pack and cables.

(c) Your Responsibilities. You: (i) are responsible for the accurate scanning of your checks, for the results of your use of the Services and for submitting accurate, complete, and readable files to us; (ii) shall ensure that checks are properly endorsed including application of a restrictive endorsement before or during scanning of checks, entries, or items you cash or deposit (collectively, referred to in this [Section 4.5](#) as “Checks”) in the appropriate format, as required by the Rules, and you understand and agree you assume all risk of loss associated with a lack of or improper endorsement; ; (iv) shall not submit files to us that contain information which duplicates information you previously provided to us or that contain information with respect to Checks that you have previously transferred to, deposited with or attempted to clear through us or a third party; (v) shall ensure that the images you create accurately represent all of the information on the front and back of your Checks, including all endorsements, restrictive or otherwise; (vi) shall not alter any data you send so that it does not accurately reflect the Checks referenced in the image files sent to us; (vii) shall retain the original scanned Checks in a secure setting for no less than sixty (60) days, and make such Checks available to us within five (5) days of such request; (viii) shall destroy, by shredding, the original Checks within one hundred twenty (120) days after scanning, unless otherwise agreed by the parties or unless doing so would be a violation of law, rule, or regulation; (ix) shall ensure that such Checks are not deposited or processed a second time; (x) shall make such Checks available to us upon request; (xi) agree that all data you transmit reflects the result of bona fide business transactions between you and your customer and no such Checks are, directly or indirectly, for the benefit of any third party, whether in a service bureau or other context; (xii) are prohibited from using our Services in any manner or in furtherance of any activity that constitutes a violation of any law or regulation or that may reasonably be expected to subject us or our subcontractors to investigation, liability, or legal action; and (xiii) agree to receive, resolve, and respond to consumer-alleged errors

under applicable Requirements of Law. If a Check is returned to us, we may make the return to you in the form of a substitute check (or a paper or electronic representation thereof).

(d) Additional Warranties. As to each Check reflected in a check image deposit, you further warrant to us that: (i) you are a person entitled to enforce the Check or authorized to obtain payment of the item on behalf of a person entitled to enforce the Check; (ii) the Check has not been altered; (iii) the Check bears all endorsements, restrictive or otherwise, applied by parties that previously handled the item, in paper or electronic form, for forward collection or return; and (iv) no person will receive a transfer, presentment, or return of, or otherwise be charged for, the Check, the original Check, or a paper or electronic representation of the original Check such that the person will be asked to make payment based on a Check that has already paid. You further make all warranties set forth in and subject to the terms of the applicable state's UCC for each Check as if it were subject to the UCC and you make the warranties set forth in and subject to the terms of Federal Reserve Regulation CC for each Check as if it were a check subject to that section. You must complete transmission of your transaction data to our host prior to the cut-off (see our [Processing Schedule \(Exhibit 1\)](#)), in order for such transactions to be processed on the same day. If there is a discrepancy between this cut-off time and the cut-off time disclosed in the Commercial Deposit Agreement, this cut-off time (set forth in the Processing Schedule) will control.

(e) Sensitive Information. In using the Services you will be creating electronic files of sensitive information of the persons and entities that deliver Checks to you. You are responsible for protecting your computer systems and those files against inappropriate access (that protection may require the use of multifactor authentication, dual control access, and other methods). You bear the risk of loss or alteration of information in transit from your systems to ours.

(f) Reviews, Audits and Investigations. You understand that we may monitor any or all transactions. We may also conduct reviews, audits, and investigations related to your use of the Services and compliance with this Agreement and the Operating Procedures. You agree to cooperate as reasonably requested in connection with those reviews, audits, and investigations.

(g) Access to Technology. Unless otherwise agreed by the parties, if the Services under this Section use the vendor (DigitalDeposit™, DigitalLockbox™, ImageBranch™ and WebDDL™) software, the supplemental [License Terms \(see Exhibit 2\)](#), herein incorporated by this reference, shall be applicable.

4.6 Reclear

You authorize us to automatically attempt to reclear checks deposited in a relevant Account(s) which are returned for insufficient or uncollected funds. Checks deposited and returned for any other reason will not be automatically recleared. You understand this procedure will delay the actual return of a deposited check which is returned the second time. Checks may or may not be converted to an electronic ACH entry.

4.7 Check Block

Check Blocking Services provide account fraud protection to your Account(s) by refusing presentment at the teller line or automatically returning all checks presented against your Account(s). Checks that have been electronically converted to ACH debits will not be blocked through this service.

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SECTION 5 – ELECTRONIC TRANSACTION SERVICES

5.1 Automated Clearing House (“ACH”) (General)

(a) Processing and Transmittal. ACH Services will consist of creating ACH files based on information you provide and sending and/or receiving ACH transactions on your behalf. You shall transmit credit and debit Entries (and requests for cancelation or amendment thereof) to us to the location(s) and in accordance with the formatting and other requirements of the NACHA rules and such additional policies and procedures (including restrictions on the types of ACH transactions that may be initiated) as may be provided by Bank from time to time. At this time the only restricted SEC codes are WEB and IAT which would require an enhanced review and onboarding process prior to any initiation. Unless otherwise defined herein, capitalized terms have the meanings provided in the NACHA rules. The term “Entry” has the

meaning provided in the NACHA rules and also means the data received from you hereunder from which we initiate each Entry. We may send Entries to any ACH processor selected by us, to an affiliate bank, or directly to another bank. You understand that the Services are limited by exposure limits that we establish for you from time to time. In addition, we may reject files and/or Entries if we deem necessary for failure to comply with this Agreement, loss prevention, or regulatory compliance purposes.

(b) Receipt Notification. Unless otherwise agreed upon by the parties, after receipt of a file transmission or batch release from you, we may send you an e-mail notification indicating that we have received an ACH file from you. This "ACH File Received" notification will indicate the total dollar value of debits and/or credits we plan to send based on your transmission. If the notification indicates invalid or unauthorized file totals or if you do not receive the notification promptly after you transmit or release to us, you agree to call our applicable ACH Operations/Treasury Services Department. If you do not call by the ACH File Received Deadline (see our [Processing Schedule \(Exhibit 1\)](#)), you will be considered to have conclusively acknowledged that you received an ACH File Received notification that accurately reflects the transfers you have authorized. If you waive ACH File Received notification, you assume all risk of loss -- WE STRONGLY RECOMMEND THAT YOU ACCEPT ACH FILE RECEIVED NOTIFICATIONS AND STRONGLY RECOMMEND AGAINST WAIVING THAT NOTIFICATION. This paragraph shall not be considered to modify or constitute a part of the Security Procedure set forth in [Section 1.10](#).

(c) Standard of Care, Account Reconciliation, and Periodic Statement. You agree to use ordinary care in using our Services. Under the NACHA operating rules, which are applicable to ACH transactions involving your Account(s), we are not required to give next day notice of receipt of an ACH item, and we will not do so. However, we will notify you of the receipt of payments in the periodic statements we provide to you. You agree to review all Account, analysis, and other statements (paper and/or online) that we make available to you, and you agree to do so within a reasonably prompt time after the statements are made available to you (see your Commercial Deposit Agreement for additional relevant terms). You agree to give us immediate verbal notice, thereafter confirmed in writing, of any unauthorized, erroneous, or improperly executed transactions. If you fail to notify us within thirty (30) days of receipt of a periodic statement, you agree that we shall not be liable for any other losses resulting from your failure to give such notice, including any loss of interest or any interest equivalent with respect to an Entry shown on such periodic statement. If you fail to notify us within sixty (60) days of receipt of a periodic statement, you shall be precluded from asserting such discrepancy against the Bank.

(d) Cancellation, Amendment or Reversal. If you request us to do so, we may, but are not obligated to, amend or cancel files or Entries after our initial receipt of your instructions. We have no obligation to cancel or amend files or Entries after we receive them. If you send us a Reversal and we are able to verify the authenticity of the Reversal using the Security Procedure, we will make a reasonable effort to act on your request. We will not be liable to you if such Reversal is not effected. You agree to indemnify us in connection with any Reversal as provided in Article 4A of the UCC. Your foregoing indemnity obligation will survive termination of this Agreement or any Service.

(e) Third Party Service Providers. In the event you use a third party service provider to send Entries to us on your behalf, you will remain fully responsible for all your obligations and warranties to us under this Agreement and for the compliance of your third party service provider with your obligations and warranties under this Agreement, including compliance with the NACHA rules, the formatting, and other requirements with respect to Entries submitted to us on your behalf by a third party service provider and the Security Procedures of this Agreement. Consistent with UCC § 4A-201, "Security Procedure" means a procedure established by agreement between you and the Bank for the purpose of verifying that a payment order or communication amending or cancelling a payment order is that of the customer. Upon request, you will provide us with a true and exact copy of your third party service provider agreement. You are responsible for contractually obligating your third party service provider to the foregoing obligations, warranties, and Security Procedures. We are not responsible in any manner for the acts or omissions of your third party service provider.

(f) Originator Status and Warranties. Unless you have separately contracted with us as third party sender you agree that all ACH Entries you request us to originate are the result of bona fide business transactions between you and your customer, and no such Entries are, directly or indirectly, for the benefit of any third party, whether in a service bureau or other context. You understand that you will be considered the Originator of any ACH transactions submitted. Each time

you use a Service, you agree to comply with all rules and operating guidelines of NACHA and you warrant that each Entry complies with NACHA rules. You make the same warranties to us as we make under Section 2.4 (or any successor section) of the NACHA rules. You agree not to initiate Entries that violate the laws of the United States. You agree to our current “annual NACHA Rules Update for ACH” as may be revised from time to time (the “ACH Update” previously the “Compliance Update for ACH Originators”), each of which is deemed incorporated herein by reference. You understand that the ACH Update is not a complete or exclusive summary of the NACHA rules. You acknowledge receipt of the current ACH Update as of the effective date of this Agreement. In addition, we will provide you with a current ACH Update upon your request. If you continue to initiate Entries after we provide such an ACH Update, you will be considered to have agreed to the terms set forth in that ACH Update (except that if you cease initiation of Entries within thirty (30) days after the date of such an ACH Update, initiation of Entries during that thirty (30) day period will not constitute your agreement). You are responsible for promptly handling and, if necessary, responding to and resolving at your own expense any Special Handling Claims (as defined below in [paragraph 5.1\(k\)](#)). The NACHA rules contain special requirements and impose additional obligations on us when we act as the Originating Depository Financial Institution (“ODFI”) for you with respect to certain Entry codes, including, but not limited to, the IAT Entry code. You will be deemed to have made the additional representations and warranties, and agreed to the additional covenants and agreements, contained in the NACHA rules that are applicable to the codes and types of Entries you submit.

(g) International ACH Transactions (IAT). You specifically agree to comply with any requests for information required by the NACHA rules with respect to IAT Entries. You further acknowledge and agree that you are responsible for ensuring that international ACH transactions are properly identified using the IAT Standard Entry Class Code. With respect to each Entry submitted, you represent and warrant that you have conducted a thorough examination of Receiver and other third party relationships to identify those transactions resulting in a transfer of funds to or from a party or financial agency outside the territorial jurisdiction of the United States. With respect to each IAT Entry you submit, you represent and warrant that you have submitted such IAT Entry in compliance with United States law, including your obligations under rules promulgated and programs administered by the OFAC and FinCEN that you are not acting on behalf of or transmitting funds to anyone subject to OFAC sanctions and that such IAT Entry complies with the laws and payment system rules of the receiving country. Receiving Depository Financial Institutions (“RDFI(s)”), Gateway Operators, us as ODFI and others involved with IAT Entries also have obligations under and have to comply with the NACHA rules and United States law for IAT Entries. The performance by all participants, including us, of obligations with respect to IAT Entries may cause delays in processing, settlement and/or availability of IAT Entries or funds. You waive and release us from any liability or obligation, including funds availability obligations caused by or arising out of any such delay associated with IAT Entries.

(h) Security Procedure. You acknowledge and agree to the Security Procedure in [Section 1.10 of this Agreement](#), which applies to ACH Services.

(i) Security Program. You shall establish, implement, and update commercially reasonable security policies, measures, and systems related to the initiation, processing, and storage of Entries. More specifically, these policies, measures, and systems must: (i) protect the confidentiality and integrity of Protected Information (defined below); (ii) protect against anticipated threats or hazards to the security or integrity of Protected Information; and (iii) protect against unauthorized use of Protected Information that could result in substantial harm to a natural person. Protected Information is defined as 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. You are strictly responsible for establishing and maintaining commercially reasonable security measures to safeguard against unauthorized transmissions and network infections. You warrant that such measures will include security technology (e.g. secure web-servers) that provides a minimum level of security equivalent to 128-bit RC4 encryption technology for the entry and transmission of Entries over the Internet, and network security to safeguard Account information and access from unauthorized individuals. You warrant that no individual will be allowed to initiate Entries in the absence of proper supervision and safeguards, and agree to take reasonable steps to maintain the confidentiality of the Security Procedures and any Security Credentials provided by us in connection with the Security Procedures provided to you. If you believe or suspect that any such information or instructions have become known or accessed by unauthorized individuals, you agree to verbally notify us immediately, followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by us prior to receipt of such notification and within a reasonable period of time to prevent unauthorized transfers.

If an Entry (or 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 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 the Security Procedures with respect to such Entry. In the event of any unauthorized instructions, you agree to cooperate and to provide such information as we may reasonably request to investigate and recover any resulting loss.

(j) Notice with Respect to Non-Consumer ACH Wholesale Credit Transactions and UCC Article 4A. We may accept on your behalf payments to your Account which have been transmitted through one or more Automated Clearing Houses. The rights and obligations of the Originator with respect to such payments shall be construed in accordance with and governed by applicable law governing this Agreement, unless it has been otherwise agreed that the law of some other state shall govern. Credit given by us or a Receiving Depository Financial Institution (RDFI) with respect to an ACH credit Entry is provisional until the RDFI receives final settlement for such Entry through a Federal Reserve Bank or as otherwise provided for under Article 4A. If we or a RDFI does not receive such final settlement or payment, you are hereby notified and agree that the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver's account, and the party making payment via such Entry (i.e. the Originator of the Entry) shall not be deemed to have paid the amount of such Entry.

(k) Special Handling Claims. To the extent that credits to any of your Account(s) are revoked due to any third party claim or demand or any other process recognized by the NACHA rules (including returns, reversals, adjustments, reclamations, or claims based on breach of any warranty made by us or you under the NACHA rules, collectively "Special Handling Claims"), you shall immediately reimburse us for the amount thereof. Our right of reimbursement is absolute and unconditional, will survive any termination of this Agreement, and will not, for any reason whatsoever, be subject to any reduction, setoff, defense, counterclaim, deferment, or right of recoupment. If Special Handling Claims become excessive (in our judgment) we may adjust fees, require reserves, and/or modify, suspend, or terminate Services. We also may delay the availability of any amount credited for a debit Entry or credit Reversal if we believe that there may not be sufficient funds in your Account to cover chargeback or return of the Entry or Reversal.

(l) Inconsistency of Name and Account Number. An RDFI can make payment(s) to a Receiver based solely on the account number, even if the name in the Entry differs from the name on the account. We may send an Entry to a RDFI based solely on the bank identifying number, even if you provide us with a different RDFI name, and you will be bound thereby.

(m) Termination of Services. Notwithstanding [Section 1.2 titled "Termination of Services"](#), in the event you breach the NACHA rules or cause us to breach the NACHA rules we may immediately terminate or suspend this Agreement as to ACH Services.

(n) Data Retention. You shall retain data adequate to permit remaking of Entries for seven (7) days following the date of their transmittal to us, and will provide such data to us upon request. Without limiting the foregoing, you specifically agree to be bound by and comply with all applicable provisions of the NACHA rules regarding the retention of documents or any record, including your responsibilities to retain all items, source documents, and records of authorization in accordance with the NACHA rules.

(o) Tapes and Records. All media, Entries, Security Procedures, and related records used by us for transactions contemplated by this Agreement shall be and remain our property. We may, at our sole discretion, make available such information upon your request. Any expenses incurred by us in making such information available to you are your responsibility and may be debited from your Account(s).

(p) Evidence of Authorization. You shall obtain all consents and authorizations required under the NACHA rules and shall retain such consents and authorizations for two (2) years after they expire.

(q) Audit Requirements. You shall conduct, or have conducted, an audit, at least once a year, to verify your continued compliance with the NACHA rules. More specifically, the audit must verify your security policies, measures, and systems related to the initiation, and verify processing and storage of Entries: (i) remain in compliance; and (ii) continue to be commercially reasonable. You agree to submit verification of this audit to us as soon as it is completed, or at any other time we may request.

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5.4 ACH Returns Redeposit

You authorize us to automatically attempt to redeposit ACH Returns to the applicable Account(s) which are returned for insufficient or uncollected funds. ACH Returns for any other reason will not be automatically redeposited. You understand this procedure will delay the actual return of an ACH Entry which is returned the second time.

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SECTION 6 – BALANCE CONTROL SERVICES

6.1 Target or Zero Balance Accounts

Target or Zero Balance Account Services permit you to control the transfer of funds among your Accounts. You may instruct us to make transfers among Accounts to begin on a mutually agreeable date. With a date-related transfer, you may have funds transferred in one direction between Accounts. We transfer funds on the banking days and for the amounts you specify. With a balance-related transfer, you may have funds transferred to an Account when the balance falls below a certain amount, from an Account when the balance rises above a certain amount, or both.

6.2 Intentionally Left Blank

6.3 Loan Sweep

(a) Description of Service. As used below, our “records” refers to the records that we maintain with respect to your sweep arrangement. Your “loan” refers to your selected line of credit and/or other loan products associated with your sweep arrangement (as contained in our records). Until we receive and have a reasonable opportunity to act on any written instructions to the contrary, you authorize us to take the following actions on your behalf. After the close of each banking day, we will determine whether the collected balance in your designated Account(s) is above or below your “target balance” (as contained in our records). Any excess over the target balance will be applied to payment of your loan (up to your current loan balance). If your Account does not contain at least the target balance, we will initiate an advance from your loan in an amount (up to your available credit) sufficient to restore your Account balance to the target balance. After your loan matures, we may continue to initiate these advances, although we are not required to do so. If your loan has matured, all advances shall be repayable on demand or on such other terms as we specify (such as the loan terms in place prior to maturity or the terms of your loan as subsequently renewed, if applicable). The terms of this Agreement are in addition to and not in lieu of the terms and conditions in effect for your loan (which may affect or restrict, among other things, payments to and advances from your loan notwithstanding this Agreement). In the event of conflict between this Agreement and your loan terms, your loan terms shall control. You remain fully responsible for compliance with your loan terms and repayment of your loan, even if these sweep arrangements do not function as described herein.

(b) Bank Failure. The Federal Deposit Insurance Corporation (“FDIC”) requires banks to disclose information to you on how your funds would be treated if a bank failure would occur. Funds that have been swept out of the designated Account will be used to reduce the loan balance; funds remaining in the designated Account are insured deposits up to the FDIC limitation in the event of bank failure.

SECTION 7 – INTENTIONALLY LEFT BLANK

SECTION 8 – LIABILITY, ETC.

8.1 Force Majeure

Any failure or delay in performance by us will be excused if due to interruption of communications or computer facilities (including the Internet), failure of equipment, emergency conditions, or other circumstances beyond our control. Unless otherwise required by applicable law, it is agreed that you shall bear all risk of loss due to: (i) compulsion or control of public authority or domestic or foreign government, de jure or de facto (or any agency thereof) whether rightfully or

wrongfully exercised including declared or undeclared war, censorship, blockade, revolution, insurrection, civil commotion, or from any law, decree, moratorium, or regulation; and (ii) insolvency of the receiving bank, failure of any interbank or intermediary bank, all regardless of whether such occurrence takes the form of delay resulting in interest loss, loss due to depreciation in foreign currency, premature transfer, payment to the wrong person or in the wrong amount, or failure to effect payment in a timely manner or at all. You shall bear such risks whether in connection with the transfer required or requested by you or in connection with any transfer undertaken for the purpose of making available such foreign exchange as may be called for to meet such transfer or request. In addition, we shall be excused from failing to transmit, or delay in transmitting, any transfer or request if such transmittal would result in us exceeding any limitation upon our intra-day net funds position established pursuant to Federal Reserve guidelines or if we reasonably believe we will violate any Requirement of Law.

8.2 Our Liability

We are obligated under the UCC to re-credit your deposit Account(s) for the amount of any items charged which were not properly payable. We may also have other liability to you imposed by statute which cannot be waived. Except for the liability referenced in the preceding two sentences, our liability for any loss or damage for any cause whatsoever (including liability arising out of this Agreement or our Services) shall be limited to liability for direct damages caused by our material breach of this Agreement. Our cumulative aggregate liability shall not under any circumstances exceed the total fees paid to us for the Services involved in the breach for the six (6) months preceding the breach. **IN NO EVENT WILL WE BE LIABLE FOR SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, NOR FOR ANY COSTS, EXPENSES OR ATTORNEY'S FEES ARISING OUT OF ANY CLAIM OR OCCURRENCE RELATING TO THE SERVICES ADDRESSED IN THIS AGREEMENT, REGARDLESS OF WHETHER WE WERE INFORMED OF THEIR POSSIBILITY AND WHETHER THEY ARE BASED ON CONTRACT OR TORT REMEDIES, INCLUDING LOSSES OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM OUR ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT. IN NO EVENT WILL WE BE LIABLE OR RESPONSIBLE FOR, AND YOU BEAR ALL RISK ASSOCIATED WITH, FOREIGN EXCHANGE CONVERSION AND ANY GAINS AND LOSSES RESULTING FROM THE CONVERSION OF CURRENCIES IN CONNECTION WITH ANY TRANSFER OR REQUEST.** Product and Service descriptions contained in marketing or other materials provided to you before or after you agree to this Agreement do not constitute representations or warranties; in order for a product or service description to constitute a warranty it must be contained in a document signed by a duly authorized officer of ours that expressly provides it is to be incorporated into this Agreement. **EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SERVICES ARE PROVIDED AS IS AND WE DISCLAIM ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL IN RESPECT OF THE SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, TRADE USAGE, OR TRADE PRACTICE.** The preceding limitations of liability apply regardless of whether any limited remedy herein fails of its essential purpose. Services are not guaranteed to be free from error, interruption, or delay. Your remedies herein are exclusive and in lieu of all other remedies in law or equity. Any claim, action, or proceeding to enforce this Agreement or to recover for any Services-related loss must be commenced within one (1) year from the date that the event giving rise to the claim, action, or proceeding first occurs.

8.3 Your Liability

You are liable and agree to indemnify, defend, and hold us harmless from and against any and all liabilities, claims, demands, losses, costs, damages, and expenses (including reasonable attorneys' fees) arising out of or related to: (i) any third party claim based on our provision of Services that you requested, including any responsibility that we have to others for handling or being associated with an instrument, transfer, or other transaction for you; (ii) your acts or omissions or breach of this Agreement; (iii) us acting on your requests, instructions, or processing submissions, even if we vary from our standard procedures in honoring such requests; (iv) any exchange rate loss that we may suffer in consequence of your breach of this Agreement; or (v) our good faith acceptance or rejection of any transfer or request (including the acceptance of requests that do not comply with the Rules). In the event any checks, drafts, transfers, or other items on your Account are determined to bear an unauthorized signature, to have been altered or otherwise to be irregular, we may (even though not liable for such items) take action reasonably requested by you to enforce against prior parties (including prior collecting banks, endorsers, and other holders) whatever rights you or we have against such prior parties. If we take such action, you shall indemnify us for all liabilities, costs, and expenses (including reasonable

attorneys' fees and legal expenses) incurred. We may or may not condition our taking of such action on your execution of a written indemnification obligation, but you will in any event remain responsible under the preceding sentence. You are not required to indemnify us for our own willful misconduct.

EXHIBIT 1
PROCESSING SCHEDULES
(subject to change)

Central Time

Positive Pay

- Exception Report Transmission Daily Exception reports should begin to be available at or about 10:00 a.m. on the day our midnight deadline occurs with respect to the Items. If you have not received or been able to access your Exception report by noon, you must notify us immediately.
- Exception Report Deadline 3:00 p.m. on the same day that we made the report of the Exception available to you.

Reverse Positive Pay

- Cut-Off 9:30 p.m.
- Presentment Transmission For items received by us prior to the Cut-Off on any banking day, the daily transmission will generally be made available at 4:00 a.m. on the next banking day following presentment (items received after the Cut-Off may be made available on the following banking day).
- Bouncer Deadline 2:00 p.m. on the same day that we transmitted the daily transmission to which the bouncer sheet relates.

Remote Capture

- Cut-Off 7:00 p.m.

ACH

- ACH Files 7:00 p.m.
- ACH Same Day Files 11:30 a.m.
- ACH File Received Deadline Deadline 30 minutes after we receive your file transmission or batch release

You agree that we may, in our sole and absolute discretion, treat items, orders and transmissions that we receive after a Cut-Off as having been received prior to the Cut-Off.

EXHIBIT 2

LICENSE TERMS

This is a legal agreement between the end user (“You”) and Wausau Financial Systems, Inc., and its affiliates and subsidiaries (collectively “WAUSAU”). This is the end user License Agreement for the DigitalDeposit™, DigitalLockbox™, ImageBranch™ and WebDDL™ software (the “Software”).

BY INSTALLING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM. YOU UNDERSTAND THAT, IF YOU PURCHASED THE PACKAGE FROM AN AUTHORIZED RESELLER OF WAUSAU, THAT RESELLER IS NOT WAUSAU’S AGENT AND IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS, CONDITIONS OR WARRANTIES STATUTORY OR OTHERWISE, ON WAUSAU’S BEHALF NOR TO VARY ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT.

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OTHER RESTRICTIONS: You may not cause or permit the disclosure, renting, licensing, sublicensing, leasing, disseminating or otherwise distributing of the Software by any means or in any form, without the prior written consent of WAUSAU. You shall not copy or alter, and shall take reasonable care to ensure that others do not copy or alter, the Software or related documentation or other materials in whole or in part in any media for any purpose, except that You may make reasonable copies of the Software for the purpose of daily backup or for off-premises storage in the event of a catastrophe. You agree not to reverse engineer, reverse compile or disassemble the object codes, source codes or algorithms of the Software, or encumber the Software or transfer the Software, or any of Your rights therein, to any other party. You may not modify, enhance, supplement, create derivative work from, adapt, translate, or otherwise reduce the Software to human readable form.

TERM: This License Agreement is effective from the time the Software is installed or used until this License Agreement is terminated or exhausted. You may terminate this License Agreement at any time by destroying or returning to WAUSAU all copies of the Software in your possession or under your control. WAUSAU may terminate this License Agreement for any reason, including but not limited to Your violation of any of the terms of this License Agreement. Upon notification of termination of this License Agreement, You agree to destroy or return to WAUSAU all copies of the Software and Documentation, and to certify in writing that all known copies, including backup copies, have been destroyed. All provisions of this License Agreement relating to confidentiality, proprietary rights and confidentiality shall survive termination of this License Agreement.

LIMITED WARRANTY: WAUSAU warrants that for a period of ninety (90) days following the original installation of the Software, the Software will be free from substantial errors or defects that will materially interfere with the operation of the Software. This limited warranty applies to the initial purchaser only. This limited warranty will be null and void unless You have in force a software support agreement covering the Software, and You are current in your payment obligations under such software support agreement.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN OR REFERENCED IN THIS AGREEMENT, WAUSAU (AND ITS LICENSORS AND MANUFACTURERS, IF APPLICABLE) DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE

IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND THOSE ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE. IN ADDITION, WAUSAU AND ITS LICENSORS DISCLAIM ALL LIABILITY FOR THE QUALITY AND READABILITY OF ALL IMAGES TRANSMITTED USING THE SOFTWARE, AND YOU AGREE TO HOLD WAUSAU AND ITS LICENSORS HARMLESS FROM AND AGAINST ALL SUCH LIABILITY. WAUSAU DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL THE DEFICIENCIES OR ERRORS WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OR EXCLUSION OF IMPLIED WARRANTIES, SO SUCH EXCLUSIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY.

A. No Liability for Consequential and Other Damages. IN NO EVENT SHALL WAUSAU BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, LOSS OF REVENUES, LOSS OF DATA OR INTERRUPTION OR CORRUPTION OF DATA, EVEN IF WAUSAU WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. Maximum Liability. IN NO EVENT SHALL WAUSAU'S MAXIMUM AGGREGATE LIABILITY RELATED TO OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY YOU TO WAUSAU DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE CLAIM FIRST AROSE, OR THE TOTAL AMOUNT ACTUALLY PAID BY YOU TO WAUSAU IF SUCH PAYMENTS HAVE BEEN MADE FOR LESS THAN TWELVE (12) MONTHS FROM WHEN THE CLAIM FIRST AROSE.

C. Waiver of Claims. Each party hereby waives its rights to bring any claim against the other party arising in any way from or relating in any way to this Agreement more than one (1) year after such claim first arises.

D. Applicability. THE LIMITATIONS SET FORTH IN THIS LIMITATION OF LIABILITY SECTION WILL APPLY TO ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER, REGARDLESS OF WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY.

E. Basis of the Bargain; Failure of Essential Purpose. You acknowledge that WAUSAU has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers of warranties and damages specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

GENERAL: This Agreement constitutes the entire understanding between WAUSAU and You with respect to subject matter hereof. Any change to this Agreement must be in writing, signed by WAUSAU and You. Terms and conditions set forth in any purchase order which differ from, conflict with, or are not included in this Agreement, shall not become part of this Agreement unless specifically accepted by WAUSAU in writing. You shall be responsible for and shall pay, and shall reimburse WAUSAU on request if WAUSAU is required to pay, any sales, use, value added (VAT), consumption or other tax (excluding any tax that is based on WAUSAU net income), assessment, duty, tariff, or other fee or charge of any kind or nature that is levied or imposed by any governmental authority on the Software.

EXPORT AND IMPORT COMPLIANCE: In the event You export the Software from the country in which You first received it, You assume the responsibility for compliance with all applicable export and re-export regulations, as the case may be.

GOVERNING LAW; ARBITRATION: This Agreement shall be governed by, and any arbitration hereunder shall apply, the laws of the State of Wisconsin, U.S.A.

In the event that a dispute arises between the parties in connection with this Agreement, the parties agree to submit the dispute to binding arbitration in accordance with the current rules of the American Arbitration Association. All arbitration proceedings shall be held at a mutually agreeable location. The parties agree that all decisions reached through arbitration will be final and binding upon both parties. The cost of any arbitration will be borne equally by the parties.