POPULAR®

Cash Management Master Agreement

THIS CASH MANAGEMENT MASTER AGREEMENT (*"Agreement"*) is entered into as of this ________ day of ______________________, 20______, (the *"Effective Date"*) by and between **POPULAR BANK** (*the "Bank"*), a New York state chartered Federal Reserve member bank, and ____, with its principal place of business located at ____ (the *"Company"*). The Company is interested in obtaining from the Bank specified services from those offered by the Bank for its commercial deposit account(s) with the Bank (each, an *"Account"*). The cash management services (each, a *"Service"* and, as applicable, collectively being referred to as the *"Services"*) requested for use by the Company are specifically described in the service terms provided in the Articles below (each, a *"Service Article"* or *"Article,"* as the case may be) as part of this Agreement. This Agreement and each of the Services are all governed by the General Terms and Conditions that follow this Signature Page. Additionally, the Services are described in User Guides or other documentation provided by the Bank to the Company referred to herein as the *"Setup Forms."* The Services include the following:

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By executing this Agreement, Company agrees to the terms and conditions of each Service; provided, however, that such Services will not apply to Company until it begins to use such Services. If Company signs electronically, Company understands and agrees that its electronic signature, if associated with an electronic version of the Agreement, has the same effect and validity as if Company had physically signed a paper version and delivered it to the Bank. Company agrees to the method of authentication the Bank selects for electronic signatures and records. If Company signs electronically, Company agrees that Company is signing this Agreement with the present intention of adopting and accepting this method of authentication to signify Company's acceptance of and agreement to the terms of the Agreement, as if Company has affixed its physical signature to this Agreement. The Bank may prevent, prohibit or restrict Company's use of or access to any Service until Company has completed the applicable Setup Forms and such Setup Forms are accepted by the Bank. In the event that Company uses any Services without completing their Agreement or the necessary Setup Forms, Company will have been deemed to agree to the terms of the applicable Service and this Agreement. This Agreement supersedes any prior agreement between the Bank and Company with respect to any such Services. The Bank agrees to provide each of the Services to Company only upon completion of the Setup Forms and acceptance by the Bank under the terms set forth in this Agreement and the applicable Setup Forms.

IN WITNESS WHEREOF, Company and the Bank have entered into this Agreement as of the Effective Date.

Company

Signature:	**Signature:**
Name:	**Name:**
Title:	**Title:**

REV DATE: 06/26/26

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General Terms and Conditions

The following General Terms and Conditions (*"General Terms"*) set forth below are hereby a part of Cash Management Master Agreement (*"Agreement"*) entered into by and between the Company and Popular Bank (*the "Bank"*). If applicable, any reference to Company, shall include a Lead Company and any Associated Company (each as defined below). In order for Company to retain the Bank for use of the Services offered by the Bank, Company has signed the Agreement and agrees to the terms applicable to each Service as described in the Service Articles herein, as may be amended from time to time, and the Setup Forms. Each of the Services is governed by the following General Terms and any reference to the Agreement shall be deemed to include these General Terms and the Setup Forms. In the event of a conflict between the terms of any Service Article and these General Terms, the terms of the Service Article shall control. Any capitalized terms not otherwise defined in this Agreement shall have the same meaning as set forth in the Glossary below.

1. **Deposit Account and Implementation.** The Company shall maintain, during the term of this Agreement, an Account with the Bank to process its banking transactions and the Services. The Account(s) will be subject to the Services provided by the Bank, as stipulated in the following Service Articles to this Agreement. Company acknowledges and agrees that if Company closes any Account used for the Services that the Bank may immediately terminate such Service without notice. Any Account is also subject to the terms of the Account Agreement. In the event of a conflict between the terms of this Agreement and the terms of the Account Agreement, the terms of this Agreement shall control.

2. **Reconcilement; Duty to Review and Inspect.** The Company expressly agrees to promptly review and reconcile the information, transaction history, reports and files received from the Bank, including those made available electronically, (collectively, *"Reports"*), and shall notify the Bank of any omission, discrepancy, error, or other irregularities in the processing of any transaction or of any kind related to the Services between the Company's records and the information included in any Report. Such notification must be delivered to the Bank in writing within ten (10) Business Days following the date any Report is made available to Company. Upon receipt of such written notification, the Bank will investigate the claim according to the Bank's standard procedures. The results of the investigation will be provided to the Company within a reasonable period of time. The Company acknowledges and agrees that the failure to notify the Bank of any omission, discrepancy, error, or other irregularity within the time frames set forth in this Section of the Agreement above releases the Bank from any and all liability with regard to said omissions, discrepancies, errors or other irregularities, that occur after the time required to notify the Bank.

3. **Fees.** The Company shall pay the Bank the fees and service charges for the Services provided to the Company (collectively, the *"Fees"*). The Bank may amend or change the Fees from time to time, upon sending a written notice (including posting such change on BOB or other Application) to the Company; provided that such change shall not be effective until thirty (30) days after the Bank has provided notice of the change. Unless other arrangements are made in writing to pay the Fees, including payment of Fees through compensating balances, the Company hereby authorizes the Bank to automatically debit the Account(s) monthly for the amount of Fees incurred based upon the Service(s) provided. The Company acknowledges and agrees that the Fees for Services do not include any additional or special services that may be requested by the Company and which are not established in the Service Articles or this Agreement. Any change, additional or special requirement or service requested by the Company may require the Bank to assess additional fees or changes and Company hereby agrees to pay the amount of such fees or changes.

4. **Security Procedures.**

   4.1. Use of Security Procedures. The Company agrees to comply with all of the Bank's Security Procedures with respect to any Services covered by this Agreement when used by the Company, whether via a separate writing, via Business Online Banking or other Application necessary for using Services. The Company agrees that Security Procedures offered by the Bank are commercially reasonable in the context of the Company's business operations. The Company agrees to comply with and maintain all the Bank's Security Procedures secure and confidential with the same level of confidentiality the Company would give to its own security procedures and ensure that the Security Procedures are not used by or accessible to anyone other than those duly authorized individuals to whom they were issued. Notwithstanding any Security Procedures, which may from time to time be in effect for detecting errors in Instructions or transactions undertaken pursuant to any of the Services, the Bank shall have no duty to discover or report to the Company any such errors, and neither shall the Bank be liable to the Company for the failure of such Security Procedures to detect such errors.

   The Company agrees it shall be liable for all use of the Services under this Agreement and any and all transactions made, authorized, or blocked when the Bank receives required information or Instructions to process a transaction through BOB or other Communication Link (defined below) using Security Procedures assigned to the Company, even if a person (i) authorized by the Company exceeds his/her authority; (ii) does not have authority from the Company; (iii) has had his or her authority changed or revoked; (iv) is not the same person as the User assigned such Security Procedures; or (v) whether or not the Bank has followed any applicable security procedures. If the Company permits any Associated Company, Affiliate or other person to access Services through any Communication Link or Security Procedures assigned to the Company, the Bank will not be responsible or liable for such Associated Company, Affiliate or person's use or misuse of the Services or access to Accounts or for which the Company did not authorize that affiliate or person to have access, and the Company agrees to be liable for any such use of the Services. The Bank may and will treat all Instructions and information received through this arrangement as provided by and for the benefit of the Company and subject to all of the Bank's rights under this Agreement with respect to the pertinent Services.

   4.2. Security Procedures for Payment Orders and Instructions.

   a. The Bank has provided to the Company the Security Procedures required to access BOB and such other Services as may be agreed from time to time including the ability to initiate Payment Orders. The Company acknowledges that the Security Procedures agreed upon and used by the Company and the Bank provide to it a commercially reasonable degree of protection against unauthorized Instructions and Payment Orders in light of its particular needs and circumstances and were selected by the Company from among the various procedures offered by the Bank for purpose of verifying authenticity of Instructions, including Payment Orders. The Bank and the Company agree that the Security Procedures are designed to verify the authenticity of Instructions and Payment Orders and not to detect errors contained in any Instruction or Payment Order. The Company is solely responsible for the accuracy and completeness of each Instruction and Payment Order. Any Instruction and Payment Order communicated to the Bank in the name of the Company will be effective as the Payment Order or other Instruction of the Company if the Payment Order is accepted by the Bank in good faith and in compliance with Security Procedures, whether or not such Payment Order or Instruction is authorized and regardless if the actual identity of the sender is noted thereof. In addition, the Company agrees to pay to the Bank the amount of each Payment Order that is authorized by the Company and agrees to pay to the Bank the amount of each Payment Order for which the Company is otherwise liable, whether or not the Bank complied with the Security Procedures. In addition to the Security Procedures, the Bank may in its discretion use additional procedures to verify the authenticity of Payment Orders or other Instructions. The Bank has the right to reject, and refuse to accept, any Instruction or Payment Order for any reason, including the Company's failure to maintain a sufficient balance of collected funds in an account. The Bank shall have no liability to the Company based on a rejection or refusal of an Instruction or Payment Order that it rejected in good faith.

b. If an Instruction or Payment Order (including any amendment thereto or cancellation thereof) is communicated to the Bank by or on behalf of the Company other than in compliance with Security Procedures, and the Bank accepts such Instruction or Payment Order, amendment or cancellation is in good faith, then the Company agrees to be bound by that Instruction, Payment Order, amendment or cancellation, whether or not it is authorized, and the Company will be obligated to pay the Bank the amount of each such Payment Order or for other amounts as a result of any such Instruction even if it was not authorized. However, the Company agrees that the Bank is not obligated to accept any Instruction, Payment Order, amendment, or cancellation that is communicated to the Bank other than in compliance with the Security Procedures. The Bank will not be responsible for refusal to act upon any Instruction or Payment Order received which does not comply with this Agreement, including where the Bank's reasonable efforts to verify the Instruction or Payment Order in accordance with the Security Procedures have failed or where such action is delayed until verification can be obtained.

c. The Bank has no responsibility to discover, audit or report to the Company any breach of the Security Procedures by the Company or its agents, Vendors or authorized representatives, however, the Bank will use its reasonable efforts to notify one of the persons signing this Agreement on behalf of the Company of such breach of which the Bank has knowledge; however, the Bank will not incur any liability for its failure or delay in providing any such notice.

5. Access to Services. Internet web sites or applications (including, but not limited to Business Online Banking), Software, specifications or other media, programs, procedures and equipment (each, an *"Application"*) made available by the Bank to the Company and used in connection with the performance of the Service(s), will be and remain the Bank's sole property or property of any Servicer and will not be modified or altered in any way or used for any other purpose by the Company. Subject to the Bank's acceptance or approval for the Company's use of the Services, the Bank hereby grants the Company a license to use the Applications during the term of this Agreement. Company shall not (i) sell, assign, transfer, license, or publish the Applications or make copies of the Applications; or (ii) disclose, display or otherwise make available the Applications or copies of the Applications to third parties without the Bank's prior written approval. The Bank will provide support for only the most recent version of each Application provided or made available to the Company. The Company shall select in the Setup Forms for a particular Service a means of communicating with the Bank for use of the Services and executing transactions, including, but not limited to an Application, in connection with such Service (a *"Communication Link"*). Information and Instructions may be sent and received by you using such Communication Link.

Certain Services will require the Company to use BOB and BOB shall be deemed a Communication Link under this Agreement. The Company is responsible for obtaining, installing, maintaining and operating all hardware, software, and Internet access services necessary and appropriate to access Services, and the Company must set software to the appropriate security settings. The Company must obtain or have the appropriate firewalls, anti-spyware software, anti-viral software, network security, and environmental security to prevent unauthorized access to Services. The Company must be aware of latest phishing, pharming or similar scams, and the Company is solely responsible for any loss, liability or damage relating to such scams. The Company is responsible for obtaining and maintaining its Communications Link to Services and to ensure that Company's use of such Communications Link is in compliance with applicable requirements, including any requirements of telecommunications companies and authorities.

6. Multi-Company Access to Services. By entering into the terms of a Multi-Company Agreement for Cash Management Services (*"Multi-Company Agreement"*), Company and its affiliated or associated companies may be permitted by the Bank to allow multiple users to access the Services by designating the Company as the lead company (*"Lead Company"*), and also designating each additional associated or affiliated company(s) (each, an *"Associated Company"*). Under such Multi-Company Agreement, the Lead Company and each Associated Company, hereby requests, and subject to the terms of the Multi-Company Agreement the Bank agrees, that the company identifier(s) assigned by the Bank to Lead Company to access and use any of the Services over the Internet or other electronic means may and will be used by Lead Company and each Associated Company for purposes of conducting transactions, accessing information, sending Instructions and Payment Orders and using the Services as permitted under the terms of this Agreement. Each Associated Company will also be permitted to use the other Services, Applications and Communications Links used by Company as provided under the terms of this Agreement. Company agrees that the terms of the Multi-Company Agreement (or other similar form of agreement shall supplement the terms of this Agreement and the use of the Services. Any references to "Company" in this Agreement shall be deemed to include Lead Company and any Associated Company as set forth in the Multi-Company Agreement or any amendment thereto. In the event of a conflict between the terms of this Agreement and the Multi-Company Agreement, the terms of the Multi-Company Agreement shall control.

7. Notices. Except as otherwise provided in this Agreement, all notices concerning the administration of the terms of the Agreement between Company and the Bank (e.g., termination, breach, amendments or waiver of rights) that are sent by the Bank may be sent electronically, as permitted by law, or may be in writing and either delivered by hand or by nationally recognized overnight courier, addressed to Company's primary mailing address as shown on the Bank's records at such time. All notices concerning the Agreement that are sent by the Company shall be in writing and either delivered by hand or by nationally recognized overnight courier and addressed to the Company's Account Officer at the address of the Bank as the Bank may specify in writing from time to time. Any notice sent by the Bank may take effect in the manner and on the day described in the notice to Company. Any such notice sent by the Company will be effective either on the date it is actually received by the Bank; provided, however, that any notice sent by Company terminating the Agreement or a Service shall be rendered ineffective if Company uses or avails itself of any such terminated Service after the date of termination contained in any such notice.

Additionally, the Company and the Bank each acknowledge and agree that certain notices and communications, as specifically set forth in the Agreement or the Documentation, concerning the operation of Services may be provided by the Company or the Bank to the other party by telephone, fax or electronic transmission (including email) in accordance with the information provided by the receiving party. Any such notice or communication provided by fax or electronic transmission will be effective upon transmission thereof to the receiving party, and any such notice given by telephone will be effective upon the receiving party's receipt thereof. Unless specifically stated otherwise, each party may rely on such notices or communications given by fax or electronic transmission as though they are originals. Notwithstanding any terms in this Section to the contrary, any addition, deletion or change to any Documentation or Services requested by the Company must be submitted in a form acceptable to the Bank, and no such requested addition, deletion or change will become operative or effective until the Bank confirms to the Company that such addition, deletion or change has been implemented, which the Bank agrees to do within a reasonable period of time.

Each party is entitled to treat as authentic any notice, communication or instruction believed by it in good faith to be genuine or to have been signed or authorized by an authorized representative(s) of the sending party. If this Agreement is subject to the terms of a Multi-Company Agreement, then any notices delivered to Lead Company shall be deemed to have been delivered and effective as to each Associated Company that is party to the Multi-Company Agreement.

8. **Servicers.** The Company acknowledges and agrees that the Bank may arrange for some or all of the Applications to be provided and/or the Services to be performed or provided by a third-party service provider, vendor or processor (each a *"Servicer"*) and any references to the Bank shall be deemed to include its Servicer. The Bank's use of a Servicer shall not relieve the Bank of its obligations under the Agreement, and, the Bank and any Servicer shall only be responsible for the acts or failures to act by such Servicer to the same extent the Bank would incur responsibility therefore under this Agreement if the Bank had so acted or failed to act itself. Company agrees not to bring a claim or any form of legal action against any Servicer and agrees to hold any such Servicer harmless in connection with the Agreement and acknowledges that any such claims will be brought only against the Bank.

9. **Vendors.** Any third party agent, servicer or vendor, including any value added networks used by the Company (each, a *"Vendor"*) in connection with any of the Services shall be deemed to be the Company's agent, and the Company expressly agrees that it will be liable for (i) any Vendor's failure to comply with any terms of this Agreement, the Security Procedures or other requirements relating to the Services hereunder, (ii) for all fees, costs and expenses owed to each Vendor for its services, and (iii) for any claims, damages, costs and expenses incurred as a result of any Vendor's failure to perform, or the Company delay or error in performing, its services. This paragraph shall survive termination of the Agreement. Any references to the Company shall also be deemed to refer to any Vendor used by the Company for any Service.

10. **Company Representations and Warranties.** The Company represents and warrants to the Bank that (i) the execution and delivery of the Agreement has been authorized by all necessary corporate and governmental action and does not violate any provision of law applicable to the Company or any provision of the Company's organizational documentation charter, articles of incorporation or by-laws or any other agreement binding upon the Company, (ii) the officers executing and delivering the Agreement and the Documentation for and on behalf of the Company are duly authorized to do so, (iii) the Company and its Instructions and transactions will comply with all Applicable Laws and the authority granted by the Company to its officers, employees or Vendors executing such transactions, and (iv) each of the Company's transactions has a business or commercial purpose and each Account is maintained by Company for a business or commercial purpose. The Bank, in accepting the Agreement, is acting and relying upon the foregoing representations and warranties. When the Company and the Bank enter into any amendment or supplement to the Agreement, the Company shall be deemed to re-make the above representations and warranties as of the date of each and any such document. The Bank has no responsibility with respect to any matter warranted by Company.

11. **Liability and Indemnification.**

    11.1 Limitation on Liability; Indemnification. Notwithstanding any provisions of this Agreement to the contrary, the Bank's liability to the Company for failure to exercise ordinary care resulting in a delay in executing, improper execution of or failure to execute a Payment Order shall be limited to interest losses attributed thereto, however, the Bank's liability to Company for any loss or damage arising from or relating to the Agreement or any of the Services that are outside the scope of Article 4A of the UCC, regardless of the form of action, shall be limited to direct damages attributable to the Bank's willful misconduct or gross negligence in performing the Services, and in no event shall the Bank be liable for either: (i) any punitive, indirect, incidental, exemplary, consequential or special damages or lost profits, even if the Bank has been advised of the possibility of such damages or losses, (ii) the acts or omissions of a third party servicer provider or Vendor used by Company, or any Losses incurred by any person or entity in connection therewith, (iii) any Losses to Company in connection with any Application or Company's use thereof, excepting damages attributable to the Bank's gross negligence or willful misconduct, (iv) any interception of any information relating to Company as a result of (A) Company communicating information to the Bank, excepting the Bank's gross negligence or willful misconduct or (B) use of the Internet or Mobile Device to communicate with the Bank; (v) any act or omission by any other financial institution or third party or the inaccuracy of or omission of information provided by Company or any third party; (vi) inability to connect to or use BOB, any Communication Link, Mobile Banking or any Service via the Internet or Mobile Device, or inability to communicate with the Bank via the Internet or Mobile Device, or any website resulting from a problem with an Internet service provider or service provider, failure of Company's computer(s) or systems or otherwise; (vii) unknown hazards of Internet use, including, but not limited to interception of any information relating to Company or its transactions, which may include, but not be limited to, the use of spyware, malware or "man in the middle" interception of information, or any application errors in or security breaches of any Internet browser; (viii) any data that is lost or destroyed in connection with Company's use of BOB, Mobile Banking or other Application, or failure to maintain the Internet security as recommended by the Bank or obligation of Company under Service Article 1, Section I of this Agreement; or (ix) any electronic, mechanical, data failure or corruption, computer viruses and bugs or related problems that may be attributable to the services provided by any relevant Internet service provider or information service provider. The Company agrees to indemnify and hold harmless the Bank from and against any and all Losses incurred by the Bank directly or indirectly arising out of or related to either (i) Company's use of the Services and any Instruction and transaction executed by the Bank on behalf of Company, including, any Payment Order in the Company's name communicated to the Bank and relating to the transfer of funds out of the Company's Account(s) with the Bank, whether or not the Payment Order was in compliance with the Security Procedures, (ii) the Bank's honoring or complying with a Payment Order which was authorized by the Company or any of its employees, Vendors or other party purporting to act as an authorized representative of the Company or which was effected in accordance with the terms of this Agreement or an amendment to or cancellation of a Payment Order under this Agreement, (iii) the Bank's refusal to accept or process a Payment Order that is communicated to it other than in compliance with the Security Procedures, (iv) from the acts or omissions of Company (including its employees and Vendors) or any third party, (v) negligence or misconduct on the part of the Bank's Vendor or third party service provider, or (vi) Bank's Vendor's or third party service provider's violation of any applicable federal and state laws, rules and regulations in the Vendor's or third party service provider's performance of its obligations in connection with the Services (including the Gramm Act, HIPAA, the HITECH Act, the Privacy Rule, the Security Rule (as such regulations are defined herein) and any and all laws enacted or regulations implemented to protect the privacy and the confidentiality of, among other things, nonpublic personal information of individuals; provided however, that the Company shall not be obligated to indemnify the Bank for such Losses to the extent they are solely attributable to the Bank's gross negligence or willful misconduct. To the extent that the business operations of Company or any services provided to Company hereunder directly or indirectly (whether through a Vendor or third party service provider) relate to or involve the transfer of any *"protected healthcare information"* as defined in 45 CFR § 160.103 (including any and all (i) *"unsecured protected health information"* as defined in 45 CFR § 164.402 or (ii) *"electronic protected healthcare information"* as defined in 45 CFR § 160.103), Company (whether or not Company itself is deemed a *"Covered Entity"* as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (*"HIPAA"*)) expressly agrees to (A) fully indemnify, defend, and hold harmless Bank and any of its parents, subsidiaries, affiliates and their respective employees, officers and agents, from any and all claims, actions, suits, damages, losses, liabilities, costs, and expenses (including all attorneys' fees) in any way related to or arising out of HIPAA, the Health Information Technology for Economic and Clinical Health Act and its implementing regulation (the *"HITECH Act"*), the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 164, Subpart E (the *"Privacy Rule"*), the Standards for Security of Electronic Protected Health Information at 45 CFR Part 164, Subpart C (the *"Security Rule"*), any *"security incident"* as defined in 45 CFR § 164.304 or any *"breach"* as defined in 45 CFR § 164.402 (and relative to all of the foregoing any similarly enacted state laws and confidentiality requirements with respect to health information, as applicable) and (B) reimburse Bank for any fines and penalties assessed by a governmental or regulatory agencies against Bank or any Covered Entity (for which Bank is legally obligated to reimburse such Covered Entity). The provisions of this Section will survive termination of this Agreement. The Bank's liability for loss of interest described above shall be limited to an amount of interest on the funds made unavailable to the Company computed at the average federal funds rate charged by the Federal Reserve Bank of New York as computed by the Bank for the period such funds are unavailable. The Company further agrees that it will take all reasonable actions to mitigate any potential or actual loss or liability of the Bank as provided for in this Agreement. THE LIMITATIONS OF LIABILITY SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT, UNDER WHICH COMPANY HAS AGREED TO OBTAIN AND ACCESS THE SERVICES. COMPANY ACKNOWLEDGES AND AGREES THAT THE BANK WOULD NOT BE ABLE TO GRANT TO COMPANY ACCESS TO THE SERVICES AND THE RIGHTS CONTEMPLATED HEREUNDER ON A COMMERCIAL BASIS WITHOUT SUCH LIMITATIONS.

11.2 Disclaimer. The Bank has no obligation to seek the release, or removal, or to make any investigation with regard to the validity of an order of injunction, embargo, attachment, lien, levy or any other seizure or legal process action that could be issued by any court or government agency with jurisdiction against the Company, related to the Account(s) or the rendering of the Services provided for in this Agreement. The Bank shall not be liable for its own noncompliance with any provision of this Agreement if such noncompliance is caused, in whole, or in part, by circumstances beyond the control and responsibility of the Bank, including, but not limited to: communications failures, terrorist acts, interruption of electric power service, mechanical failures of the equipment used to provide the Services, explosion, accident, fire, flood, criminal acts against the Bank or the Company, or any other cause or act that is beyond the Bank's reasonable control. In the event of the occurrence of any such events, the Bank's liability will be limited to restoring the Services required under this Agreement as soon as possible and to the extent permitted by the circumstances.

12. Force Majeure. Notwithstanding any other provisions of the Agreement, the Bank shall not have any responsibility or liability for any failure, error, malfunction or any delay in carrying out any of its obligations under the Agreement if such failure, error, malfunction or delay results from acts of God, strikes or stoppages of labor, power or equipment failure (including that of any common carrier, transmission line or software), emergency conditions, adverse weather conditions, legal or regulatory restrictions applicable to the Bank, the Company, or any related Service or transaction, or any other factor, medium, instrumentality, condition or cause beyond the Bank's reasonable control. In addition, the Bank shall be excused from failing to transmit or delay in transmitting any transaction if such transmittal would result in the Bank exceeding any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in the Bank's otherwise violating any provision of any present or future risk control program of the Federal Reserve or any Applicable Laws.

13. Bank Representations and Warranties. The Bank represents and warrants to the Company that it is the owner of BOB or otherwise authorized to provide the BOB Services to Company in accordance with and subject to the terms of this Agreement. THE BANK MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER STATUTORY, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO BOB, THE SERVICES, THE BANK'S PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, OR ANY APPLICATION, SERVICE OR SOFTWARE, INCLUDING, WITHOUT LIMITATION, THOSE OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH, WITHOUT LIMITING THE FOREGOING, ARE DISCLAIMED BY THE BANK. WITHOUT LIMITING THE FOREGOING, THE BANK DOES NOT WARRANT THAT THE USE OF ANY SERVICES WILL BE ERROR FREE OR UNINTERRUPTED. No descriptions or specifications, whether or not incorporated into the Agreement, no provision of marketing or sales materials and no statement made by any sales representative in connection with BOB, the Services, or the Agreement, shall constitute representations or warranties of any kind.

14. Complete Agreement; Severability. This Agreement and the Setup Forms contain the entire understanding of the parties and supersedes any previous discussions, proposals or agreements, oral or written, if any, between the Bank and the Company with respect to the Service(s) to be provided. If a provision of the Agreement is held to be invalid, illegal or unenforceable, the validity, legality, or enforceability of the other provisions of the Agreement will not be affected or impaired by such holding. Headings are for reference only and are not part of the Agreement.

15. Assignment. This Agreement may not be assigned by the Company without the Bank's prior written consent which shall not be unreasonably withheld. The Bank may, at its discretion, assign this Agreement, including to any corporation controlling, controlled by or under common control with it, without the consent of the Company.

16. Termination. This Agreement shall begin as of the Effective Date and will remain in full force and effect unless either the Bank or the Company gives no less than thirty (30) days prior written notice to the other party of its intention terminate this Agreement; provided, that, if either party commits a material breach of any of the provisions of this Agreement or a Service, and said breach is not corrected within fifteen (15) days after the affected party gives a written notice to the other party (or 5 days in the case of non-payment by Company), the affected party can terminate this Agreement or the specific Service immediately, by sending a written notice informing the other of the decision to terminate a Service or this Agreement. Notwithstanding the foregoing, the Bank may terminate or suspend this Agreement or any Service and its obligations hereunder at any time without notice to the Company upon the occurrence of any of the following events or circumstances: (a) the Company's violation or breach of any representation or warranty contained herein; (b) any misrepresentation given or made by the Company to the Bank in connection herewith; (c) the seizure, attachment, garnishment or encumbrance by court order or legal process of any portion of the Company's deposit accounts, assets, or properties; (d) the Company's financial condition has become impaired in the Bank's sole discretion or the business failure, insolvency, or bankruptcy of the Company; (e) default by the Company under any other agreement between the Company and the Bank, or under any note evidencing indebtedness owed by the Company to the Bank; (f) in the Bank's sole good faith judgment, Company has discontinued using the Services; and (g) at any time such as the Bank determines in its sole discretion to ensure that safety and soundness of either or both of the Bank or the Company or otherwise to comply with any legal requirement or Applicable Laws. The Company shall be liable for all transactions in process, rights, or obligations arising under this Agreement, prior to the termination of the same, and for all those charges billed for the Services rendered prior to the termination of the Agreement. All fees and service charges owed by the Company to the Bank shall be due and payable in full immediately upon any termination of this Agreement. Upon termination, the Company shall immediately cease its use of all Services and shall, within 5 (five) days of such termination, return to the Bank all User Guides, and any and all diskettes, Software, and any other Security Procedures or devices of Company received from the Bank.

17. **Waiver.** The Bank's rights under this Agreement shall be understood to be cumulative instead of mutually exclusive, and the Bank's election to exercise one right shall in no way affect or limit any other right or remedy to which the Bank is entitled.

18. **Amendment.** The Bank reserves the right to amend, from time to time and in its sole discretion, the terms and conditions established and agreed upon in this Agreement. Such amendments shall be effective as soon as the Company is notified or as stated in a written notice or electronic communication. Notwithstanding the forgoing, Company agrees that the Bank is also permitted to amend the terms of the Agreement or the way in which any of the Services are delivered without prior notice to Company if required in order to comply with Applicable Laws or operational reasons that would otherwise impact the Bank's ability to provide the Services. The Company's use of Services after the effective date of such notice shall constitute the Company's agreement to such amendment or amended terms and conditions. The Bank is not, however, required to provide to the Company prior notice of an amendment or amended terms and conditions if such amendment or amended terms and conditions is necessary to protect the security of the Company's information or transactions.

19. **Audit; Financial Information.** The Company agrees that the Bank may at its reasonable discretion from time to time conduct an on-site inspection of Company's place of business and/or request any internal audits or assessments to ensure compliance with the provisions hereof, including, but not limited to, the Company's compliance with the terms of this Agreement, the terms of use of the Services and Applicable Laws, and as may be required for the Bank's compliance with its own internal audit policies or as required by law or any of the Bank's regulators; provided, further, that the Company shall cause any applicable Vendor to make itself available to such on-site inspections and/or audits or assessments as described herein. Company agrees to provide the Bank with its most recent financial statements as requested by the Bank from time to time, and authorizes the Bank to obtain credit reports about Company to enable the Bank to monitor and continue to offer the Services.

20. **Recording.** The Bank is authorized (but is not obligated) to electronically record and retain telephone conversations between the Company (including its purported authorized representatives) and Vendors and the Bank.

21. **Confidentiality.** The Company agrees to safeguard and not disclose to any third party the terms of the Agreement, including, without limitation, any Security Procedures and any Application, and the payment and pricing terms or fees for the Services, whether or not the Bank is then performing Services for the Company. The Company agrees to limit the internal access, disclosure and distribution of such information to its employees, agents and representatives who have a need to know such information and will at all times have appropriate policies in effect to ensure the confidential status of such information. The Company will be responsible for the acts and omissions of its employees and Vendors with respect to the confidential information. The Company will promptly notify the Bank if it knows or becomes aware of any compromise of security, including any unauthorized use or possession of the Security Procedures assigned to the Company. The Company shall be responsible for any Losses resulting from the Bank's actions taken in accordance with Instructions to the Bank from unauthorized persons when such Instructions are accompanied by the applicable Security Procedures. This Section shall survive termination of the Agreement.

22. **Counterparts; Electronic Signature.** This Agreement may be executed in two or more counterparts, together and each of which shall be considered one and the same agreement. It is not necessary for each Party to sign the same counterpart. Delivery of an executed signature page counterpart to this Agreement (or any amendment or addendum hereto) via email in PDF format shall be effective as if it were delivery of a manually delivered, original, executed counterpart thereof.

23. **Governing Law; Waiver of Jury Trial.** This Agreement shall be construed under the domestic laws of the State of New York, without regard to principles of conflicts laws. If any of the provisions of this Agreement are declared invalid or unenforceable, or are found to conflict with a rule, regulation or other Applicable Laws, then the remainder of this Agreement shall not be affected thereby, and all other provisions will remain in full force and effect. Each of the Company and the Bank hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of New York sitting in New York County, Borough of Manhattan, and of the United States District Court of the Southern District of New York, and any appellate court from any thereof. THE COMPANY AND THE BANK EACH EXPRESSLY AND IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT.

Article 1. Business Online Banking; Electronic Access to Services

The Bank agrees to provide the Company with access to the Service known as Business Online Banking (*"BOB"*), which shall enable the Company to access and use the Services set forth in this Agreement and perform the operations and identified in the BOB Setup Forms, including using BOB to monitor the Company's Account(s) and submit Instructions to execute transactions online. BOB shall be deemed a Communication Link and a Service under the terms of this Agreement.

I. Operation of BOB – Company Administrators

1. Upon completion of the Setup Forms and enrollment process, the Bank will provide to the Company with a User Guide and access to BOB and additional Services as applicable. The Bank shall provide the Company with the Company ID, User ID and initial passwords for access to BOB (*"Login*

Credentials"). This access shall be given to an authorized individual who will serve as the Company's administrator (the *"Administrator"*) of BOB and the Services. The Administrator will have complete access to all Accounts and authorization to grant online access and authorization levels to additional Authorized Users (defined below). The Administrator shall also be an Authorized User. The Company will be responsible for training its employees in the use of BOB, and for supervising and auditing their use of BOB as well as providing access to additional Authorized Users.

The Administrator(s) identified in the BOB Setup Forms or application forms, who shall be individually authorized by the Company to: (a) Designate individuals as authorized by Company to use BOB and the Services accessible by Company through BOB (each an "Authorized User," and collectively, *"Authorized Users"*) to receive information from the Bank concerning operation of BOB, including without limitation of the Login Credentials provided by the Bank; (b) Give written Instructions to the Bank or otherwise inform the Bank of any action or request for action by the Company with respect to BOB, including without limitation the selection or deletion of any of the Services; (c) Give notice or execute any document, which such Administrator may consider necessary or convenient in connection with the BOB Services or the Agreement; and (d) Give written Instructions to the Bank or otherwise inform the Bank of any action or request for action by the Company with respect to BOB, including without limitation (i) addition or removal of new Authorized Users or Login Credentials; (ii) addition or removal of Authorized User entitlements; (iii) change to or reset of an Authorized User password; or (iv) lock or deactivate an Authorized User to prevent access or (v) clear an Authorized User's session when an Authorized User becomes locked due to browser malfunction or when Authorized User incorrectly logs into the system beyond the allowed number of times.

The Administrator will be responsible for assigning Login Credentials to each Authorized User in accordance with the BOB procedures. After the assignment of Login Credentials, each Authorized User must access BOB and select a unique password pursuant to the Bank's current procedures. The Administrator is responsible for establishing online limitations and access and transaction authority levels for each Authorized User. These limitations, access levels and transaction levels include which Accounts and which Services each Authorized User is authorized to access, Account information and transaction history, initiation of Payment Orders and other electronic funds transfers, ability to generate reports, and electronically reconcile cleared items based on the User ID used. The Company or the Administrator must notify the Bank immediately if the Company knows or has a reasonable belief that the security or confidentiality of the Security Procedures (defined below) is breached or compromised in any way, and the Administrator shall immediately change or disable the Login Credentials of Authorized Users, as necessary, to restore security. The Bank may immediately suspend BOB or any Authorized Users or Login Credentials in good faith at any time, including in event the Bank has knowledge or reasonable belief that Company's Security Procedures have been breached or compromised. The Company agrees to notify the Bank immediately of any change of the Administrator. Such notice may be oral, but must be confirmed by written notice within three (3) Business Days. The Bank will disable access to BOB until written notice is received and approved naming a new Administrator. The new Administrator will be responsible for establishing or re-establishing any Authorized User.

2. The Bank shall rely upon, without further inquiry, any statement, Instruction or representation made, or given to the Bank by any Authorized User in connection with this Article until the Bank has received and had a reasonable time to act on such notice. The Bank shall be under no express or implied responsibility to inquire or verify whether the Company's use of, or access to BOB is being effected by an Authorized User or in accordance with the Company's internal policies and procedures. The Bank's responsibility shall be limited to ensure that any attempted access to BOB is effected using the Company's Login Credentials, in accordance with valid Security Procedures.

3. The Company shall adopt and be solely responsible for compliance to any and all appropriate and necessary security measures to protect the Company's confidential access to BOB by each of the Authorized Users. Company understands that, while the Bank and its Servicers have established certain Security Procedures, such as firewalls, codes and data encryption designed to prevent unauthorized access to Company's Accounts or transactions, there can be no assurance that inquiries or transaction activity will be completely secure. Company also understands that access to the Services will not be free from delays, malfunctions, or other inconveniences generally associated with this electronic medium. Company agrees that the Bank is not responsible for any such unauthorized access, delays or malfunctions, and the Bank is not responsible for the acts of third parties.

4. The Bank agrees to update periodically, during banking hours, the information in BOB that shall have been furnished by the Bank. Nevertheless, the Bank assumes no obligation to update such information at any given time of day or subject to any predetermined daily schedule and shall have no liability for any failure or delay in updating any information or for the accuracy of information provided by third parties.

5. The Company shall be solely responsible for acquiring and maintaining any necessary computer terminal, telecommunications device, software, hardware, encryption, Internet access required for use of BOB, and appropriate security measures for using Internet banking including a proxy server and/or firewalls to control and protect access to such computer(s) and systems and information passed over the Internet; including, but not limited to, antivirus and malware software and other programs to protect from threats of using the Internet. The Company may access BOB 24 hours a day; provided, however, that the Company acknowledges and agrees that such availability, and the Bank's ability to provide such access, is conditioned upon the continued operation and availability of: (i) The Bank's computer system and communications network; (ii) The Company's computer terminal and access devices; (iii) The Company's Internet access; and (iv) Telephone and electric power lines. In the event that the access to any or all of the above components of the computer/communications system necessary to provide the Company with access to BOB is suspended or terminated for any reason, the Bank shall not be responsible for any interruption in the Company's access to and/or use of BOB.

II. Security Procedures

Company acknowledges receipt of the Security Procedures for Business Online Banking and any other Service required and agrees that they are considered commercially reasonable Security Procedures, as set forth in the General Terms of this Agreement, for the Instructions, transactions, communications and Services accessed by Company using BOB. Company agrees to be responsible for each Instruction, transaction, or other communication initiated using the Security Procedures issued by the Bank to the Company.

III. Transaction Processing through Communication Links (including, Business Online Banking)

1. Transaction Processing through BOB or other Communication Links. The Company authorizes the Bank to transfer funds to or from the Company's Account(s) in accordance with Instructions sent through BOB or other Communication Link from an Authorized User sent in compliance with the Security Procedures identified by the User ID assigned by the Bank for such Authorized User, provided that Instruction is consistent with the then-current authorization established by the Company's Security Administrator for that Authorized User. The Company acknowledges and agrees that such funds transfers will be affected by initiating credits or debits to Bank Accounts or accounts at one or more other financial institutions. In the event that erroneous transfers are made pursuant to BOB or other Communication Link, the Bank is authorized to initiate debit or credit transfers to an Account correct such erroneous transfers, provided that any such correction is made in accordance with Applicable Laws.

2. Transaction Processing – Obligations and Responsibilities.

a. The Bank shall have no obligation to act on any funds transfer instruction, Payment Order or other Instruction through BOB or other Communication Link for any reason, including if such transaction is prohibited by Applicable Laws, including without limitation the regulations and orders of Office of Foreign Asset Control, or if the Company's Account is blocked for security reasons or other reasons such as legal process or levy. Further, if in the opinion of the Bank, the Company's financial condition has become impaired, the Bank may, as a condition of acting on a Payment Order or other Instruction through BOB or other Communication Link, require the Company to deposit collected and available funds in the Company's Bank Account and/or require the Company to maintain collateral with the Bank, each in an amount specified by the Bank.

b. The Company understands and agrees that the Company shall be liable for all Instructions, including transfers of funds, whether or not actually authorized by an Authorized User, as well as any and all Losses that arise from or are attributable to such transfer, or transaction is initiated by using the Security Procedures assigned by the Bank to the Company or otherwise changed by the Company from time to time. The Bank may in its sole discretion act upon an Instruction, including a Payment Order, through BOB or other Communication Link on behalf of Company identified by the Security Procedures assigned to Company or changed by Company from time to time, or to amend or cancel a prior Instruction, provided that cancellation or amendment is consistent with the then-current authorization established by the Administrator for that Authorized User and the instruction is received in a timely manner.

c. The time at which the Bank will act on a Payment Order or other Instructions through BOB if submitted prior to the Cut-Off Time established by the Bank from time to time, which shall be available to the Company for viewing over BOB or upon request. The timing of any debit or credit to the Company's Account, as well as the availability of the Company's use of any funds the Bank has credited to the Company's Account, as a result of an electronic funds transfer initiated by BOB or other Communication Link, shall be as provided in the Company's Account Agreement and as may be specified in any schedules established by the Bank from time to time, which shall be available to the Company upon request, or subject to the terms of the Agreement.

d. Stop Payment Requests. As further outlined in the Bank's Business Banking Disclosure and Agreement, for Company's convenience, Company may request a stop payment of a check online through BOB at any time. Online stop payments are valid for six (6) months from the date the Bank processes Company's online request. The applicable fee, per stop payment or renewal thereof, will be automatically deducted from the affected Account. Please refer to the Bank's Schedule of Fees governing Company's Account to obtain the current Stop Payment Fee.

The following rules apply to stop payment requests: (a) if Company requests a stop payment online during a Business Day prior to the Cut-Off Time, it will be processed that same day and be effective on that Business Day after a reasonable time for processing; (b) if Company requests a stop payment online during a Business Day after the Cut-Off Time it will be processed the next Business Day and be effective on that Business Day after a reasonable time for processing; (c) if Company's blank checks have been stolen, the Account must be closed and stop payment cannot be requested; and (d) Company must complete all the information describing the item(s) accurately. The Bank agrees to use its best efforts to place the stop payment request and assumes no responsibility if the description of the item(s) is inaccurate or incomplete or the stop payment request cannot be processed.

By submitting a completed request, Company agrees to pay the Bank's standard stop payment fee for this service. Company understands that the Bank must rely on the information provided to describe the item(s) with certainty, and that Company must allow a reasonable time period for the Bank to receive and act on the order as stated above. In consideration of the Bank's acceptance of Company's request, Company hereby knowingly and voluntarily agrees to defend, indemnify and hold forever harmless the Bank against any and all claims and demands whatsoever, in law or in equity, of whatever nature, including but not limited to reasonable attorney fees and costs of litigation incurred and paid or to be paid by the Bank in connection to such claims and other costs incurred in connection therewith, for upon or by reason of any matter, cause of thing whatsoever, arising directly or indirectly, or in any manner related to a stop payment request, and the Bank's actions or inactions therefrom.

IV. Mobile Banking Access to Business Online Banking

1. As part of BOB and following the implementation and setup of Services and downloading the Mobile Banking Software (defined below), Company and its Authorized Users may use a mobile phone or other wireless device (each, a *"Mobile Device"*) to access BOB to view Account information, send Instructions, perform banking transactions and use other Services through BOB to which Company has subscribed (*"Mobile Banking"*). Each Mobile Device used by an Authorized User of Company to access Mobile Banking must meet the requirements established by the Bank which may change from time to time. Any Services accessed or transactions initiated by Company using Mobile Banking shall always be subject to the terms of such Service and subject to the Security Procedures established and as may be amended by the Bank from time to time. Mobile connectivity is subject to the terms and conditions of the Company's mobile service provider. The Bank shall not be liable for any failed transmission, Instruction or transaction using Mobile Banking and any liability of the Bank shall be limited as set forth in this Agreement for the particular transaction or Service. In addition, each Authorized User must click on or press the "I Agree" button for access to Mobile Banking and thereby such Authorized User and Company has accepted and agreed to be bound by all operational rules, any Software licenses and terms and conditions governing Mobile Banking, including without limitation the terms of this Agreement as amended from time to time. The Bank has the absolute discretion to make Mobile Banking available to the Company and determine the scope of Mobile Banking and Services available through Mobile Banking, and may modify, restrict, withdraw, cancel, suspend or discontinue any or all of the Services offered through Mobile Banking without notice in its sole discretion. The Company understands that by using Mobile Banking after any modification or change has been effected, and the Company has agreed to any such modification or change. For purposes of this Section, "Software" means the downloaded software to be used for access to mobile banking services from the Bank and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to the Company (if any), regardless of the media or form in which they may exist.

2. The Company and its Authorized Users are solely responsible for maintaining possession, confidentiality and security of any Mobile Device used to access Mobile Banking and shall be liable for any Instruction, information, confirmation or Payment Order received by the Bank using the Security Procedures assigned to the Company for Mobile Banking or such Services whether or not it was authorized. The Bank recommends that the Company and its Authorized Users use a security password or other security to access or use the Mobile Device used for Mobile Banking. The Mobile Device that the Company uses may be subject to unauthorized tracking or other manipulation by "spyware" or other malicious code. The Bank is not responsible for advising Company of the existence or potential effect of such malicious code, and Company's use of the Company's software and the Mobile Banking Software on the Mobile Device is at the Company's own risk. The Bank shall not be liable to the Company if the Company is unable to gain access to Mobile Banking. The Bank will use reasonable efforts to make Mobile Banking available for the Company's use on a continuous basis; provided, however, some or all of the Services offered through Mobile Banking may not be available at certain times due to maintenance and/or computer, telecommunication, electrical or network failure or any other reasons beyond the Bank's control. The Company is responsible for keeping its Mobile Banking username, password and other access and Account information secret and confidential, and the Company shall not disclose such information to any unauthorized user and shall take all steps necessary to prevent discovery of such information by any unauthorized user. The Company shall inform the Bank as soon as the Company knows or suspects that someone else knows such information or that unauthorized Instructions and transactions have taken place and if the Company fails to do so the Company shall be liable for all such Instructions and transactions whether or not authorized.

3. The Company acknowledges and agrees that the Bank does not warrant the accuracy and completeness of any information provided over Mobile Banking. Unless otherwise required by Applicable Laws, the Bank likewise does not warrant the accuracy, adequacy or completeness of any information contained in the Bank's website or the website of any of its Affiliates. The Company is solely responsible for the content transmitted through the text messages and the security of any such messages sent to the Bank. The Company shall notify the Bank immediately upon receipt of any data or information which is not intended for the Company and the Company shall delete such data or information from the Company's terminal and/or Mobile Device immediately.

4. The End User License Agreement Terms for the Downloadable Application (the *"App License Agreement"*) is made available to the Company when the Software is obtained. The general license terms set forth in this Agreement and the General Terms shall apply to the use of the Software.

5. In addition to any Fees charged under this Agreement, the Company shall be responsible for all telephone charges and charges by any mobile communication provider, Internet service provider or other third party incurred in connection with the use of Mobile Banking. The Bank is not a party to, and the Bank has no duty, liability or responsibility with respect to or in connection with (i) Company's and any Authorized User's mobile communication service agreement, or (ii) any Mobile Device, software or other any product or service Company may purchase from others relating to the Company's use of Mobile Banking. Company represents and warrants that the Mobile Devices used by the Company and each Authorized User and any, terminal and any other computer or network system through which access may be effected are free from any electronic, mechanical, data failure or corruption, computer viruses and bugs.

Article 2. Zero Balance Account Services

The Bank agrees to provide the zero balance account service (*"ZBA Services"*) as set forth below and as established in the Setup Forms, which may include for single-entity or multiple-entity Account transfers. Any Capitalized terms not defined herein shall have the same meaning as set forth in the Multi-Company Agreement, as applicable. The Company must request and execute and agree upon the terms in the Multi-Company Agreement and complete the proper Setup Forms which must be accepted by the Bank for Multi-Company ZBA Services.

I. Terms for Single Entity ZBA Services

If only a single Company's Accounts are established for ZBA Services, the Bank hereby agrees to provide its ZBA Service in accordance with this these terms and each ZBA relationship requested by Company in the Setup Forms and established by the Bank. Each ZBA relationship will consist of a concentration account (the *"Concentration Account"*) and one or more zero balance accounts (*"ZBA Accounts"*), all of which will constitute Accounts (each a *"ZBA Relationship"*). At the close each Business Day: (a) if the balance of any ZBA Account is less than $0.00, then the Bank will transfer available funds from the related Concentration Account to such ZBA Account in an amount that will cause the balance of such ZBA Account to be $0.00; and (b) of the balance of any ZBA Account is more than $0.00, then the Bank will either: (i) transfer the entire balance in such ZBA Account to the related Concentration Account or (ii) transfer such amount to meet the Target Balance as established by the Company on the Setup Forms (collectively, *"ZBA Transfers"*). The Bank may, in its sole and absolute discretion, permit the Concentration Account to become overdrawn but has no obligation to do so when funding the ZBA Accounts. The Company agrees to be responsible to the Bank, and shall immediately upon demand by the Bank pay to the Bank the amount of any overdraft (and related fees) in the Concentration Account or any ZBA Account as a result of the foregoing transfers. The Company represents and warrants that it is, and at all times will continue to be, the sole owner of the Concentration Account, the ZBA Accounts and all funds on deposit therein; any ZBA relationship involving more than one legal entity shall be subject to the Bank's agreement relating thereto below.

II. Terms for Multi-Company ZBA Services

1. **Multi-Company ZBA Services.** In the event the Company enters into the Multi-Company Agreement (or similar agreement) for the use of the Bank's Multi-Company availability and establishes one or more ZBA Relationships between Company and Associated Companies (or between more than one Associated Company) to use the ZBA Services, the terms of this Section of this Service Article shall apply to Company and any such Associated Company, as further described in the Setup Forms for the ZBA Services. Each Associated Company shall execute Setup Forms acknowledging and agreeing to the terms of this Agreement. Each ZBA Relationship shall consist of a single concentration Account in the name and tax identification number of Company or an Associated Company (the *"Concentration Account,"* and the designated owner thereof, the *"Master Account Company"* for the related ZBA Relationship) and one or more Accounts maintained by any Associated Company (which may include the Master Account Company) in the name and tax identification number of such Associated Company (each such Account, a *"ZBA Account,"* and the designated owner of each ZBA Account, a *"ZBA Company"* for the related ZBA Relationship). Company may (i) add to such ZBA Relationship new ZBA Accounts in the name of and under the tax identification number of any other Associated Company and (ii) remove any existing ZBA Account from such ZBA Relationship. Only the Company may establish a new ZBA Relationship or modify an existing ZBA Relationship. At the close of each Business Day, the Bank will perform the ZBA Transfers as established on the Setup Forms for each ZBA Relationship, but shall not be required to overdraw the Concentration Account or any ZBA Account.

2. **Representations and Warranties.** The Company hereby (i) remakes the representations and warranties set forth in the Multi-Company Agreement; and (ii) represents and warrants to the Bank that the transfer of funds described herein and established by the Company on the Setup Forms, and the commingling of funds resulting therefrom, has been duly authorized by any Associated Company and does not violate any law or regulation applicable to the Company or any Associated Company or the funds in the Concentration Account(s) and Zero Balance Account(s). The Bank, in providing the ZBA Services, is acting and relying upon the foregoing representations and warranties, and the Company agrees that the Bank's reliance and actions taken based on the foregoing representations and warranties do not constitute negligence or willful misconduct.

3. **Indemnity, Covenant Not to Sue.** In addition to the other indemnities set forth in the General Terms and Conditions, with respect to each ZBA Relationship, the Company agrees to indemnify and hold harmless the Bank for any and all overdrafts in the related Concentration Account or other Losses incurred by the Bank, resulting from any transfers to or from such Master Account to or from the related Zero Balance Account(s) as described in this Article. The Company and hereby covenants with the Bank that the Company shall not sue the Bank in connection with any disputes between themselves or amongst any of the Company or any Associated Company in connection with the ZBA Services or this Agreement. The provisions of this Section will survive termination of this Agreement and any ZBA Relationship.

4. **Guaranty by Company; Right of Set-off.** To induce the Bank to provide the Multi-Company ZBA Services to the Company and any Associated Companies, the Company absolutely, irrevocably and unconditionally guaranties to the Bank the full and prompt performance and payment when due (by acceleration or otherwise), of all obligations, agreements, covenants, liabilities, expenses, representations and warranties of Company or any Associated Company to the Bank, whether now existing or hereafter arising, under or in connection with this Agreement (collectively, the *"Obligations"*). The liability of the Company under this guaranty shall be absolute and unconditional irrespective of any lack of genuineness, validity, legality or enforceability of any document, agreement or instrument relating thereto or any assignment or transfer thereof. This is a continuing guaranty and shall remain in full force and effect and be binding upon the Company and its successors and permitted assigns, if any. This guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment or performance of the Obligations of the Company and any Associated Company, or any part thereof, is, upon the insolvency, bankruptcy or reorganization of the Company or any Associated Company or otherwise pursuant to Applicable Laws, rescinded or reduced in amount or must otherwise be restored or returned by the Bank, all as though such payment or performance had not been made. The Company authorizes the Bank, without notice or demand and without affecting the Company's liability hereunder, from time to time to renew, extend, accelerate, compromise, settle, restructure, refinance, refund or otherwise change the amount and time for payment or performance of the Obligations, or otherwise change the terms of the Obligations or any part thereof. The obligations of the Agent hereunder are those of a primary obligor, and not merely a surety, and are independent of the Obligations. The Company unconditionally waives any right to require the Bank to (a) proceed against any Associated Company or any other obligor in respect of the Obligations provided the Bank has first given notice of default to the Company and the Associated Company and the Associated Company has failed to cure such default within two (2) days of the date of such notice; (b) proceed against or exhaust any security held directly or indirectly on account of the Obligations; or (c) pursue any other remedy in the Bank's powers whatsoever. The Company hereby waives (i) notice of acceptance of this guaranty and of any extension of any loan or other financial accommodation by the Bank to any Associated Company; (ii) presentment and demand for payment of any of the Obligations; (iii) protest and notice of dishonor or default to the Agent or to any other party with respect to any of the Obligations; and (iv) all other notices to which the Company might otherwise be entitled. In addition to any of the Bank's rights of set-off in the General Terms, Company agrees that the Bank may set-off against any Company Account, without notice, in the event there is an amount due to the Bank in any Company or Associated Company Account. The Company agrees to pay all reasonable attorneys' fees and charges, the reasonable allocated cost of internal legal services, and all other reasonable costs and expenses which may be incurred by the Bank in the enforcement of this guaranty.

III. Additional ZBA Terms and Conditions

1. In addition to the amendment provision in the General Terms, the Company may, on behalf of all Associated Companies, add additional Associated Companies to the ZBA Services via an amendment, in form and substance acceptable to the Bank, including a new or additional Multi-Company Agreement and/or new Setup Forms (*"New Company Amendment"*), binding each such new Associated Company hereto, or otherwise establishing Company's authority to act for and on behalf of each new Associated Company as described in this Service Article.

2. In addition to the Bank's rights of termination in the General Terms, the Bank may terminate or suspend the ZBA Services, any ZBA Relationship or this Service immediately without notice and without prejudice as to its right to seek any other remedy in law or in equity, under any of the following circumstances: (i) the Company's or any Associated Company's breach of any terms of this Service Article; (ii) the Company's or any Associated Company's engagement in illegal conduct; (iii) the Company's failure to comply with Applicable Laws or the Bank's disclosed rules, policies and procedures; (iv) upon the occurrence of an overdraft in the related Master Account, after giving effect to any Transfer required hereunder from such Concentration Account to any related Zero Balance Account; and (v) with respect to Company or any Associated Company the insolvency, receivership or voluntary or involuntary bankruptcy or, or the institution if any such proceeding, or any assignment for the benefit of creditors or, in the good faith opinion of the Bank the financial condition of Company or an Associated Company has deteriorated. Any termination of this Service Article shall not affect any of the Bank's rights and Company's obligations with respect to the payment obligations of Company with respect to the ZBA Service performed by the Bank prior to termination, or any other obligations that survives termination of this Service Article.

3. Company agrees to advise the Bank promptly of any consolidation, merger, sale or conveyance of the Company or any Associated Company or any principal part of its assets, or the sale or conveyance of any controlling interest in the Company or any Associated Company to the extent Company or such Associated Company is no longer affiliated with Company and the remaining Associated Companies (either by common ownership or control), and upon any such occurrence, the Bank shall have the right to terminate this Service and the ZBA Services with respect to such Associated Company upon written notice to the Company.

4. The Company agrees that such transfer of funds between the ZBA Accounts and the Concentration Account shall constitute an authorized funds transfer by the Company or any Associated Company and not a loan.

Article 3. Wire Transfer Services

The Company hereby engages the Bank to provide Wire Transfer Services selected by the Company on the Setup Forms, as such Services are more specially described in this Service Article and the User Guide for wire transfers. This Service Article describes the terms and conditions which apply to all electronic funds transfers into and out of Company's Account, including, without limitation, all such transfers made using Fedwire, direct file transmission or any other electronic funds transfer system, and all internal and international funds transfers, excluding any consumer originated Remittance Transfers as defined by Section 1073 of the Dodd Frank Act.

I. Payment Orders

1. **General.** The Company may originate funds transfer Instructions, each a *"Payment Order,"* using one or more of the Communication Links selected by the Company on the Setup Forms. Company may instruct the Bank to transfer funds from its Account(s) to other accounts of Company or to accounts of third parties maintained with the Bank or with order domestic or foreign financial institutions. The Company authorizes the Bank to charge the Company's Account(s) and transfer funds on behalf of Company upon Instructions each Payment Order communicated to the Bank in accordance with terms of this Service Article. The Company authorizes the Bank to charge to its designated Account all service charges (NSF fees, wire transfer fees, etc.) associated with the Services provided in this Service Article and the General Terms.

2. **Format; Cut-off Time.** The Bank may, at any time and from time to time, prescribe rules governing the format of Payment Orders, the Cut-Off Time for delivery of Payment Orders, and other administrative rules relating to Payment Orders and the Services provided under this Service Article. The Company agrees to comply with all such rules and requirements. If the Bank receives a Payment Order or an amendment or cancellation thereof after the Cut-Off Time established by the Bank, then the Bank may treat such Payment Order, amendment or cancellation as being received at the opening of business on the following Business Day.

3. **Cancellation and Amendment of Payment Orders.** The Company has no right to cancel or amend any Payment Order after it has been received by the Bank. However, the Bank will use its reasonable efforts to act on the Company's request to cancel or amend a Payment Order before the Bank executes the Payment Order. Notwithstanding the foregoing, the Company agrees the Bank has no obligation to process an amendment or cancellation to any Payment Order or other Instruction, and further, the Company agrees to hold harmless the Bank and indemnify the Bank for any loss or damage resulting from any Bank act or omission in response to such cancellation or amended Instruction.

4. **Reliance on account and identifying numbers.** The Bank is not responsible for detecting errors in any Payment Order. Company acknowledges that funds transfers may be made on the basis of account number or other identifying number (including a bank transit routing number, SWIFT TID or CHIPS BIC Code). The Bank and any receiving bank (including any beneficiary's bank and any intermediary bank) may rely on the account number or other identifying number (including a bank transit routing number), even if such numbers identify a bank, person or bank account different from the bank, person or bank account designated by name, and the Company's obligation to pay the amount of the Payment Order to the Bank is not excused in any such circumstances.

5. **Rejections of Payment Orders.** Except as otherwise expressly provided in a writing signed by the Bank, the Bank has the right to reject, and refuse to accept, any Payment Order for any reason, including the Company' failure to maintain a sufficient balance of collected funds in an Account. The Bank will have no liability to the Company based on its rejection or refusal of any Payment Order. If the Bank rejects any Payment Order, the Bank will endeavor to notify the Company through a status report on one if its electronic reporting system, by telephone, electronic transmission, or other reasonable means within a reasonable time of its rejection of such Payment Order, but the Bank will have no liability to the Company based on its failure or delay in providing such notice.

II. Security Procedures

1. The Company acknowledges and agrees that the Security Procedures offered agreed upon by the Company and the Bank are commercially reasonable for the type and amount of Payment Orders issued by Company as set forth in the General Terms, and the Bank's reliance on Payment Orders communicated using the Security Procedures, shall apply to the Wire Transfer Services and any Payment Orders received and accepted by the Bank as set forth in this Service Article.

2. The Bank highly recommends the use of dual approval for Wire Transfers originated from BOB. Your Company may opt in/out of its Wire Transfer Dual Approval election at any time through BOB. If your Company wishes to allow one approver to initiate Wire Transfers, you are waiving your right to a commercially reasonable security procedure as defined under Article 4A of the Uniform Commercial Code.

III. Payment

The Company agrees to pay to the Bank (i) the amount of each Payment Order no later than the date on which it is processed by the Bank and (ii) promptly on demand any overdrafts in any of its Accounts arising in connection with this Agreement. The Company authorizes the Bank to charge any Account it maintains with the Bank for payment of amounts described in this Section. The Bank shall have no responsibility and shall incur no liability in the event the Company's Payment Order either: (i) erroneously instructs payment to a party the Company did not intend, (ii) erroneously instructs payment in an amount greater than the amount the Company intended, or (iii) is an erroneously transmitted duplicate of an instruction the Company previously sent, and the Company shall be obligated to pay the amount of the Company's Payment Order or funds transfer instruction if the same is executed by the Bank.

IV. Intermediary Banks

The Bank shall send Payment Orders through correspondent(s) as necessary and appears appropriate after consulting standard bank references as to correspondent relationships. In executing any Payment Order, the Bank shall use whatever funds transfer system, and communication system designated by the Company, except where the Bank in its sole good faith discretion concludes that use of such funds transfer system or communication system is not feasible or would involve undue delay, in which case the Bank should use the funds transfer systems and communications systems in which the Bank participates. The Bank shall, in its sole discretion, establish the designated intermediary bank, agents or sub-agents as it determines to be appropriate in connection with any such Payment Order. To the fullest extent permitted by law, (i) any such funds transfer system, communications system, or intermediary, agent or sub-agent shall be deemed to be the Vendor of the Company, and the Bank shall not be under any liability for any errors, negligence, suspension or default of any of them or for any failure to identify the beneficiary or any misapplied payment by any of them, and (ii) the Bank shall not be liable for any errors, mutilations, delay, improper delivery or failure of delivery in the transmission of any Payment Order in connection with such transaction or for any suspension of any means of transmission or for any imposition of any censorship, exchange control or other restriction, all such risk being borne by the Company.

V. Transfer in Foreign Currency

A request for the transfer of funds in a currency other than U.S. dollars shall require the Company to first validly purchase such foreign currency from the Bank. Foreign currency wire transfers are not available through BOB, but rather only in person at a Bank branch. Branches will complete a Foreign Currency Wire Request Form and submit it to the Bank's Wire Transfer Unit that will request the currency contract for the Transfer. The Company agrees that the Bank may utilize the services of other third-party banks for the purpose of giving effect to any request or Payment Order for the transfer of funds in foreign currency, and the Bank does not assume any risk or liability for the breach or negligence of any third-party bank.

VI. International Transfers

For the wire transfer Service as it pertains to international Transfers: (a) The Bank may issue separate Security Procedures and directions relating to the origination of international wire transactions by Company which shall replace or be in addition to those for domestic Transfers; (b) international wire transfers are completed at Company's sole risk and responsibility, including reimbursement of the Bank's fees, expenses, and legal fees, and subject to all laws or decrees of any domestic or foreign government, taxing or postal authority, or other agency at the time the Transfer is made; (c) In the event that there is a delay in wire transmission or an interruption in a wire transmission, the Bank will request the intermediary institution(s) honor the stated value date, but the Bank has no responsibility for the actual value applied for crediting funds to the payee; (d) for international Payment Orders, the Bank does not guarantee that its correspondents or agents can or will make payment in U.S. Dollars, nor does the Bank guarantee that there will not be a charge made by some other bank or banker effecting any Transfer initiated by the Bank; and (e) the Company understands that each intended beneficiary or a Transfer initiated by the Bank at the Company's request will be compared to a list published and updated by the U.S. Department of Commerce Office of Anti-boycott Compliance or Special Designated Nationals and Blocked Persons List as published and updated by the Office of Foreign Assets Control of the U.S. Treasury Department (collectively, the *"OFAC List"*). If the name of the intended Beneficiary of a Payment Order is contained on the OFAC list, the Bank will, under no circumstances, transmit the requested Payment Order. The Company agrees that the Bank is under no obligation to transmit a Payment Order when the name of the intended Beneficiary is on the OFAC List, and furthermore, the Company agrees that the Bank will not be held liable for any Losses, occasioned by the Bank's refusal to transmit a Payment Order to an intended Beneficiary whose name appears on the OFAC List or hold such amount of funds as required by Applicable Laws.

Article 4. ACH Origination Services

The Company receives authorization from its customers or other related parties to transfer funds from or to their account, and requests the Bank to transmit ACH Debit Entries or ACH Credit Entries (each, an *"Entry"* and collectively the *"Entries"*) communicated to the Bank by Company or on behalf of Company using a Third-Party Service Provider (or *"TPSP"*) through the ACH Network. *"ACH Network"* means the automated clearing house or other system used for bulk electronic funds transfers out of one deposit account and into another deposit account. Any capitalized terms not defined herein shall have the same meaning as set forth in the Rules. The Company will designate an Account on the Setup Forms in order to receive, process and pay for the Entries processed by the Bank. The Company authorizes the Bank to adjust, debit or credit the Account for the amount of any Entries received, including any returned debit Entry.

I. ACH Entry Processing; Payment

1. The Company agrees, acknowledges, represents and warrants to the Bank, in relation to the Entries originated by the Company, whether submitted by Company or a TPSP, that:

a. It is subject to the ACH Rules and complies, and will comply, with all the responsibilities, obligations and warranties applicable to an Originator under the ACH Rules. The Company understands that its failure to comply with the ACH Rules may result in the termination or suspension of the ACH Origination rights and the ACH Transfer Services and that the Company could be responsible for any loss or damage that resulted as a consequence of such noncompliance.

b. Recognizes the Bank's authority to audit the Company's compliance with this Agreement and the ACH Rules.

c. Each Entry shall comply with and not violate the Applicable Laws, including, but not limited to the Electronic Transfer Act and its implementing regulation, Regulation E, the ACH Rules and as applicable the laws and payment system rules of the receiving country.

d. The authorization and agreement for each Entry has not been revoked or terminated by the Company, by the Company's customer, or by a disposition of law.

e. The delivery of the data corresponding to the Entries will be made on the dates and hours communicated to the Company by the Bank.

f. The Company shall retain the original or electronic record of the original authorization of each of the Company's customers for six (6) years following the revocation or termination of the authorization.

g. The Company shall provide a copy of the customer's original authorization to the Bank, if requested, within five (5) days following such request.

h. As required by the ACH Rules, the Company has established and implemented risk based processes and procedures reasonably designed to identify ACH Entries that are suspected to be unauthorized or authorized under False Pretenses, as that term is defined in the ACH Rules, and it reviews and updates such processes and procedures at least annually, taking into consideration evolving risks.

2. The Company represents and warrants to the Bank, in relation to Internet Initiated/Mobile Entries (*"WEB"*) Standard Entry Class, whether submitted by the Company or a TPSP, that:

   a. Entries authorized via the Internet or a wireless network must be identified via Company's use of WEB Standard Entry Class code, as defined in the ACH Rules.

   b. Company's use of any Standard Entry Class codes other than WEB in order to avoid the increased scrutiny required for such transactions shall constitute a violation of the Applicable Laws and may result in Company's immediate loss of ACH Origination rights and the termination of ACH Transfer Services, regardless of any termination notification period otherwise specified in this Agreement.

   c. Company will utilize commercially reasonable methods to establish the identity of the Receiver, and hereby warrants to the Bank that each such Receiver has authorized Company to submit ACH Entries to their accounts in settlement of transactions to which Receiver has agreed.

   d. The Company must maintain records such as logs from an Internet ordering system as proof of each Receiver's authorization, as well as an electronic record of each debit transaction originated against the Receiver's account, which must include the following: (1) type of customer account (SV/CK), (2) account number, (3) routing and transit number of the bank where the Receiver's account resides, (4) transaction amount, (5) date and time of the transaction, and (6) IP address of the Receiver's mobile device/computer. Upon the Bank's request, the Company must provide the Bank, within no more than five (5) business days of such request, the authorization language accepted by the Receiver and all data from the electronic record of the transaction.

   e. As required by the ACH Rules, Company must use commercially reasonable procedures to verify that the routing numbers are valid for debit WEB Entries .

   f. As required by the ACH Rules, Company shall establish a secure Internet session with each Receiver utilizing a commercially reasonable security technology prior to the Receiver entering any banking information.

   g. As required by the ACH Rules, Company has employed a commercially reasonable fraudulent transaction detection system to screen each debit WEB Entry, including validating the account to be debited before the first use of such account and upon each change to such account. This validation may be performed using any of the following methods: (a) a Prenotification Entry; (2) a Micro-Entry; (3) commercially available validation methods; (4) services based on communication and data-exchange programs known as APIs or (5) any other method approved by the Bank. The Company may not originate debit WEB Entries to the Receiver's account until the validation process has been completed.

   h. Company must conduct an annual audit to ensure that the financial information it obtains from Receiver is protected by security practices and procedures that include adequate levels of (1) physical security to protect against theft, tampering, or damage, (2) personnel and access controls to protect against unauthorized access and use, and (3) network security to ensure secure capture, transmission, distribution, and storage until destruction of financial information. The results of the annual audit and the work plan to address any findings must be shared with the Bank as soon as possible. Failure to comply with this requirement may result in the cancellation of the ACH Transfer Service.

3. Each time an ACH Entry is originated or delivered by the Company (or its TPSP) to the Bank, Company reaffirms the representations and warranties in this Service Article. The Company agrees to transmit to the Bank the Entries during the designated processing windows and applicable Cut-Off Time through the agreed-upon Communications Link (including the Bank's BOB system) using the Security Procedures. The Bank will not have an obligation to process Entries or initiate Transfers that do not comply with the terms and conditions of this Agreement and are not received in compliance with the Security Procedures. The Bank will transmit Entries through the ACH Network one (1) Business Day prior to the effective date for Debit Entries, and two (2) Business Days prior to the effective date for Credit Entries, provided such Entries are received by the Bank's Cut-Off Time, which may be amended by the Bank from time to time; provided, however that the Company may, if permitted by the Bank, elect on the Setup Forms to submit Entries for "same day" processing where the Bank will process Entries received that same Business Day if received prior to the Cut-Off Time. Any Entries received after the Cut-Off Time on any Business Day shall be deemed to be received on the next Business Day. For Same Day ACH Origination, Company must opt in to the Service on the ACH Setup Form and such Service must be accepted and implemented by the Bank.

4. The Bank highly recommends the use of dual approval for ACH transactions originated from BOB. Your Company may opt in/out of its ACH Dual Approval election at any time through BOB. If your Company wishes to allow one approver to release ACH transactions, you are waiving your right to a commercially reasonable security procedure as defined under Article 4A of the Uniform Commercial Code.

5. Subject to paragraph 9 below, the Bank will process the Entries, Instructions or data received from an authorized representative of the Company or otherwise received in compliance with the Security Procedures. If the Company suspects that the Security Procedures have been accessed by an unauthorized person or unauthorized Entries have or may be transmitted, Company agrees to notify the Bank immediately. The occurrence of unauthorized access will not affect any Transfers made in good faith by the Bank prior to the receipt of such notification and within a reasonable time period for the Bank to act to prevent unauthorized transfers. If an Entry (or the request for a cancellation or amendment of an Entry) is received by the Bank in compliance with the Security Procedures or otherwise purports to have been transmitted or authorized by the Company, it will be deemed effective and the Company shall be obligated to pay the Bank the amount of such Entry or Transfer.

6. The Company acknowledges and agrees that, if an Entry describes the Receiver incorrectly by name and/or account number, the Bank transmits Entry to the Receiving Depository Financial Institution (*"RDFI"*), and the RDFI may rely on the account number alone to process the Entry even if the number identifies a person different from the named Receiver, the Company's obligation to pay the Bank for such Entry is not excused. The Company agrees that any omission, discrepancy, or error in the information transmitted to the Bank will release the Bank from any liability in respect to such omission, discrepancy or error.

7. The Company will maintain sufficient funds in its Account at all times to pay for the amount of the Entries processed under the ACH Transfer Service. If there are insufficient funds in the Account, the Bank will not be under any obligation to process and pay for the amount of the Entry processed and the Bank may in its sole discretion (i) refuse to originate any ACH Credit Entry or any batch of ACH Credit Entries for which adequate funds are

not on deposit in Company's Account with the Bank at the time the funds are to be sent, even though such ACH credit Entry may have already been received or accepted for processing, (ii) at any time without prior notice require Company to pay the aggregate sum of the ACH credit Entries in any batch or any ACH credit Entries before the Bank sends such Transfers to the ACH Network, or before crediting a Receiver's account in the case of an On-Us Transfer (*"Prefunding"*). If the Bank requests that Company Prefund a batch of ACH credit Entries, and Company fails to so pay for such ACH credit Entries, then the Bank is not obligated to process any Entries or send any funds transfers to the ACH Network or debit or credit the account of a Receiver in the case of an On-Us Transfer. If any Transfer, including a reversed or returned ACH debit Entry, creates an overdraft in an Account, then Company agrees to promptly pay the Bank on demand and in immediately available funds, the amount of any such overdraft with any Fees and interest thereon at the Bank's then existing overdraft rate for the period involved until such overdraft is paid in full. The foregoing payment obligations will survive termination of the Agreement and this Service.

8. In the case of an Entry received for credit to an account with the Bank, the Bank shall credit the Receiver's account in the amount of such Entry on the Effective Date of the Entry; provided that such credit will be provisional until the Bank has received final settlement and the Bank may reverse such credit if final settlement is not received. If the Entry contains incomplete information, or has a non-Business Day as the Effective Date, the Bank will use reasonable efforts to credit the Receiver's account on the next Business Day following receipt of the Entry.

9. The Bank may reverse or reject and refuse to process any Entry for any reason in good faith, including that the Entry is not the correct format, is deemed to have been transmitted without using proper Security Procedures, if the Account does not contain sufficient funds to cover such Entry, or if for any other reason the Entry fails to comply with standard operating procedures. Further, Company agrees that the Bank may delay or suspend any Entries to verify compliance with Applicable Laws. The Bank will have no liability to the Company for reversing, delaying, or refusing to process any such Entries or for rejecting any Entries.

10. The Company shall have no right to cancel or amend any Entry after it is received by the Bank. The Bank shall use reasonable efforts to act on the Company's cancellation request, but shall have no liability if such cancellation or amendment is not effected. Notwithstanding the foregoing, the Company agrees the Bank has no obligation to process an amendment or cancellation to any Payment Order or other instruction, and further, the Company agrees to hold harmless the Bank and indemnify the Bank for any loss or damage resulting from any Bank act or omission in response to such cancellation or amended instruction.

11. The Bank shall notify the Company of the receipt of a returned Entry from the ACH Network no later than one (1) Business Day after the return of such Entry or as the ACH Rules require. The Bank shall have no obligation to retransmit a returned Entry to the ACH Network if the Bank complied with the terms of this Agreement with respect to the original Entry.

12. The Company may request the Bank to dishonor any returned Entry, as permitted by the ACH Rules, posted to Company's Account if Company's request is received in writing the same day the Entry is posted to the Account and with enough time for the Bank to act upon that request during that Business Day. If a request is received past the permitted timeframe to dishonor a returned Entry as per the ACH Rules, Company must give the Bank such request in writing, together with any relevant information required under the Rules and an affidavit supporting the request. The Bank will contact the Receiving Depository Financial Institution (RDFI), provide the evidence and the affidavit and request permission to reject the returned Entry. If RDFI authorizes the Bank to reject the returned Entry, the Bank will provisionally credit Company's Account accordingly until final credit is received from the RDFI, however, if no authorization is given by the RDFI the claim will be considered closed.

13. The Company shall ensure that changes requested by Notifications of Change are made within six (6) Business Days of the Company's receipt of the information or prior to initiating another entry to Receiver's account, whichever is later.

II. Duties and Obligations

1. The Bank and Company agree to limit the Entries initiated by the Company to specific Standard Entry Classes (*"SEC"*) codes approved by the Bank for use by the Company from time to time as indicated on the Setup Forms. Company agrees to comply with the ACH Rules for the origination of Entries and maintaining information required for each type of Entry, including to protect against theft; personnel access controls to protect against unauthorized access; and network security to ensure secure capture, storage and distribution, and maintaining a fraud detection system, verification of routing numbers, verification of Receiver's identity. The Bank may amend or suspend the types of Entries Company is permitted to originate at any time without prior notice to Company.

2. The Bank is required by the ACH Rules to establish exposure limits to the Company originating Entries through the Bank. The Bank will monitor Entries initiated by Company, relative to the exposure limits approved for the Company, across multiple settlement dates and reserves the right to suspend Entries that are over the Bank approved limits defined for the Company. The exposure limits will reflect the inter-day nature of ACH settlements and the fact that Entries distributed over consecutive days present exposure equal to multiple Entries initiated on a single day. Credit Entries include newly presented Entries plus Entries that have been processed or collected but not settled or Entries that have been distributed but not settled. Debit Entries include newly presented Entries plus Entries for which settlement remains provisional. Company agrees that its ability to originate Entries under this Agreement is subject to exposure limits in accordance with the ACH Rules and the Bank's Policies. Company agrees that the Bank may provide such information regarding Company's ACH activity in order to comply with the ACH Rules.

3. In the performance of the ACH Transfer Service under this Agreement, the Bank shall be entitled to rely solely on the information, representations, and warranties provided by the Company, and shall not be responsible for the accuracy or completeness thereof.

4. The Company shall originate Entries over BOB or other Communication Link for transactions that are in compliance with Applicable Laws. The Company represents and warrants that all information the Company provides to the Bank to be transmitted as an Entry is complete and accurate and is intended to be transmitted to the third-party Receiver that the Company has designated, and that such information is for that third party's internal use only and to the best of the Company's knowledge will be so used.

5. Company agrees to maintain the security and integrity of all ACH data in accordance with all Applicable Laws, including, but not limited to establishing, implementing and, as appropriate, updating the data security policies, procedures, and systems required by the ACH Rules. Company represents and warrants to the Bank that it has conducted, and shall continue to conduct during the term of this Agreement, an ACH Data Security Framework Self-Assessment on an annual basis to protect the security and integrity of certain ACH data throughout its lifecycle. Company shall maintain for examination by NACHA, any governmental agency or the Bank (as requested by the Bank's regulators, examiners or auditors) all records and policies (including any audit and self-assessment records) required to be maintained by Company pursuant to the ACH Rules or this Agreement. As part of Company's obligations to comply with Applicable Laws, Company shall complete the Annual Certification (or other form of documentation) required by the Bank to demonstrate Company's compliance with Applicable Laws or required for the Bank to comply with Applicable Laws.

6. The Bank reserves the right to investigate any alleged or suspected non-compliance by Company with Applicable Laws, the ACH Rules or this Agreement and Company agrees to cooperate with Bank in any such investigation. Company shall indemnify Bank from and against any Losses arising directly or indirectly from any fines, penalties, assessments, or other amounts assessed or imposed by NACHA in connection with the Company's, or its TPSP's, access to or use of the ACH services. The Company agrees that the Bank may enforce such indemnity by debiting the amount from the Company's Account and may immediately suspend the ACH Transfer Service.

7. The Bank reserves the right to audit the Company's compliance with this Agreement and the ACH Rules at any time.

III. Security Procedures for Payment Orders

The Company acknowledges and agrees that the Security Procedures offered agreed upon by the Company and the Bank are commercially reasonable for the type and amount of Payment Orders issued by Company as set forth in the General Terms, and the Bank's reliance on Payment Orders communicated using the Security Procedures, shall apply to the ACH services and any Payment Orders received and accepted by the Bank as set forth in this Service Article.

IV. Indemnification

In addition to the other indemnities set forth in the Agreement, the Company agrees to indemnify and hold harmless the Bank from and against any and all Losses relating to or arising in connection with our accepting and processing any Transfers from Company or a TPSP on behalf of Company or otherwise crediting or debiting an Account, compliance by the TPSP with Applicable Laws, and the Bank's compliance with or carrying out any request to cancel Payment Order after it has been received by the Bank; provided, however, that the Company shall not be obligated to so indemnify the Bank to the extent such Losses are attributable to the Bank's gross negligence or willful misconduct. This indemnity shall survive the termination of the Agreement or this Service Article.

V. Obligations for Use of a Third-Party Service Provider

The Company confirms that it if the Company has entered into an agreement to receive such services from the TPSP, and further represents and warrants to the Bank that such service agreement, among other things, obligates the TPSP to: (i) Comply with and be bound by the ACH Rules applicable to Originators or TPSPs; (ii) conduct an annual audit in accordance with the ACH Rules; (iii) conduct an annual risk assessment in accordance with the ACH Rules; (iv) permit the Company or the Bank the right to audit the TPSP's compliance with the ACH Rules; (v) conduct and implement an ACH Data Security Framework Program; (vi) comply with the Bank's processing windows and Cut-Off Times; (vii) agree that the transmitted Entries sent to the Bank for processing will be for Company's own account and that no other TPSP's customer's Entries will be initiated in the transmission. The Company agrees to hold harmless the Bank for any errors made on the part of a TPSP who creates the ACH file or any Entries on behalf of the Company and for any errors made directly by Company. In the event of an error, it is the responsibility of Company to pursue resolution with TPSP. In the event monetary penalties are imposed on the Bank for a violation of the ACH Rules, such penalties will be recovered directly from Company if it is deemed by the Bank that the violation was caused by the Company or any TPSP acting on behalf of the Company.

Article 5. Lockbox Services

The Company hereby engages the Bank to provide the Lockbox Services selected by the Company on the Setup Forms. Prior to commencement of such Services, Company agrees to complete Setup Forms and execute any additional agreements required by the Bank for Lockbox Services.

I. Remittance Collection

The Bank is authorized by the Company to arrange for a unique lockbox number (a unique post office box number) to be established on behalf of the Company for receipt of the Company's mail (the *"Lockbox"*). The Company accepts responsibility to instruct its customers/payors to use the applicable unique zip code and address provided by the Bank for receipt of Checks to be processed. The Company also agrees to instruct its customers that the unique zip code and street address is to be used solely for mail delivery via the U.S. Postal Service, first class delivery and not for overnight or hand delivery. The Bank (including its Servicer) is hereby authorized to receive and process the mail received at the Lockbox addressed to the Company, or other permitted name, as set forth on the Setup Forms.

II. Remittance Processing

The Bank agrees to process the mail received in the Lockbox, all checks and other items received, in accordance with the terms of this Agreement and the Setup Forms for each Lockbox.

1. **Receipt of Items.** The Bank shall not be deemed to have received a Check until it has received such item from the U.S. Postal Service and has processed the Item for deposit in accordance with its regular procedures. Any Check sent to the Bank via Overnight Courier or other form of hand delivery shall not be deemed to be received by the Servicer until the Bank has processed the Check for deposit according to its regular procedures.

2. **Inspection of Payee.** Each Check that is not payable to a Company approved payee name, or a reasonable variation thereof, or completely missing the Company approved payee name, as designated on the Setup Forms, will not be deposited and will be sent to the Company for disposition. Company represents and warrants that it has legal authority to accept for deposit and otherwise negotiate Checks payable to a payee different from the Company's legal name as designated on the Setup Forms.

3. **Stale-Dated and Post-Dated Items.** The Bank or its Servicer will deposit all Checks into the Account even if it is stale-dated, post-dated or does not bear a date. The Servicer is under no obligation to discover such Checks and the Company agrees that neither the Bank nor the Servicer shall be held liable if any of the above-mentioned Checks are deposited into the Company's Account. The Company understands that given the nature of Lockbox processing, it is not commercially reasonable for the Bank or its Servicer to inspect each individual Check and failure to properly disposition a Check shall not be considered gross negligence or willful misconduct.

4. **Unsigned Items.** If the drawer's signature is missing, the Bank follows the Company's Instructions from the Implementation Guide. The Company understands that given the nature of Lockbox processing, it is not commercially reasonable for the Bank to inspect each individual Check and failure to property disposition a Check shall not be considered gross negligence or willful misconduct.

5. **Legended Checks.** The Servicer cannot attempt to isolate Checks bearing restrictive legends or endorsements (e.g. "final payment," "paid in full" or words of similar meaning). The Company understands that given the nature of Lockbox processing, it is not commercially reasonable for the Servicer to inspect each individual Check. Checks will be deposited into the Account notwithstanding any such language. The Company hereby agrees that the Bank does not assume any responsibility or liability for the deposit of such Checks.

6. **Foreign Items.** Any Check received at the Lockbox denominated in a foreign currency and drawn upon a foreign bank will be handled per the Company's Instructions on the Setup Forms. If sent for collection, an advice will be forwarded to the Company at that time. The Check will be converted into U.S. dollars upon collection. The Company will bear all exchange rate risk.

III. Deposit Services

1. **Endorsements.** The Company hereby grants the Bank authority on its behalf to endorse Checks for deposit. The endorsement will be the Bank's standard endorsement for Lockbox Checks, as it reads from time to time, and this endorsement will be the binding endorsement of the payee of the Item.

2. **Deposits.** The Bank will process Items and make deposits each Business Day. Company will receive a ledger credit with assigned float into its demand deposit account the same Business Day the Checks are processed, providing they are received by that Business Day's processing deadline. Checks processed on a Non-Business Days will be given credit the next Business Day. Such credits are provisional pending the Banks receipts of payment.

3. **Returned Items.** In the instance that a deposited Check is returned for insufficient funds or other reasons, Company's Account will be charged back for the Check and it becomes the Company's responsibility to collect funds from its payor. In the event there are insufficient funds in the Account to pay for such chargeback, the Company agrees to pay the difference to the Bank upon demand. Failure to make such payment will constitute a breach of this Agreement.

IV. Remittance Packages

The Bank will make available to the Company, by mail or electronically, a daily remittance package which will include an advice of credit(s) made to the Company's Account and all other documents agreed to by the Company and the Bank in the Setup Forms.

1. **Mail.** If the Company requests a traditional Lockbox, the Bank will mail to the Company a daily remittance package including an advice of credit(s) made to the Company's account and all other documents agreed to by the Company and the Bank on the Setup Forms. Company understands that neither the Servicer nor the Bank will be liable for any problems resulting from the delay in the delivery of mail.

2. **Online Image Service.** If elected on the Setup Forms, from and after a date mutually agreed upon by the parties, the Bank would capture and maintain images of all items, related invoices, and other written material received (*"Documents"*) at the Lockbox in an archive facility. The Company will be able to view images online via the Internet thru the BOB. The Company can print or download images to his network or workstation.

3. **CD Rom.** If the Company selects on the Setup Forms to receive the CD Rom Delivery Service, images of all documents received will be stored on a CD Rom and delivered to the Company. The standard interval for CD production is monthly; special requests to change this interval may be considered by the Servicer. The Bank will deliver CD directly to the Company at the address indicated on the Setup Forms.

4. **Image Retention.** All documents received by the Bank are destroyed three (3) days after receipt. The Bank retains image files for a limited period of time, which may change from time to time and which will be communicated upon request. Company understands that the best way to ensure availability of images is to download from the Internet website or to request the CD Rom Service. If the image of a particular document is not legible, we will be unable to produce another image or copy if advised after the original has been destroyed. Servicer will not be liable if the image is not legible.

V. Electronic Data Transmission Delivery:

Company may elect to receive remittance information via electronic data transmission. The Bank will use reasonable measures to provide for the security of the transmissions received on behalf of Company. Company agrees to comply with the Security Procedures in receiving such remittance information. Provided that the Bank has used such reasonable measures the Bank will not have any liability to Company for any breach of security, inadvertent or otherwise. Company will be advised of the format of the transmitted data in a separate specification sheet. Company may request in writing a change in format or delivery. The Bank will evaluate Company's request and advise whether the change has been approved and when it will become effective. Company is responsible for selection and maintenance of the hardware, software or other technology used to receive remittance information.

VI. Rights after Termination

After the effective date of termination, the Bank agrees to forward any mail received at the lockbox to an address specified by the Company for a period of three (3) months. Company agrees to pay any fees and charges for forwarding mail.

Article 6. Image Cash Letter Services

This Image Cash Letter Service (*"ICL Service"*) allows Company, or its Vendor as the case may be, to allow the delivery, submission and/or transmission of Company's imaged Checks and Check data (collectively, the *"Imaged Items"*) through an image cash letter file (*"ICL File"*) and, by virtue of a valid contractual relationship between such Company, Company may, among other things, provide, initiate or deliver requests, directions and/or Instructions to the Bank, for or on behalf of Company, relative to the ICL Service and the delivery, processing, submission and/or transmission of Imaged Items and ICL Files. Company has duly authorized such Vendor(s), as the case may be, from time to time, to provide, initiate or deliver such requests, directions and/or Instructions to the Bank in connection with the ICL Service, for or on behalf of Company, relative to the delivery, processing, submission and/or transmission of such Imaged Items and ICL Files. Company's Vendor shall be deemed Company's agent under the terms of this Agreement and this Service.

I. The ICL Service

1. Using the ICL Service, the Company, whether on its own or through its Vendor, may deliver, submit and/or transmit, for processing. Company agrees to comply with the Bank's requirements for the formatting and transmission of such Imaged Items and ICL Files. Check data includes, among other things, the Magnetic Ink Character Recognition formatting (MICR) information in the format and specifications required by standard and customary mutually agreed formats, including, but not limited to, the Universal Companion Document x9.37 or the Universal Companion Document x9.100 Guide.

2. Subject to the terms hereof, any Imaged Items or ICL Files received before the designated Cut-Off Time as determined by the Bank in its sole discretion, and as may be modified from time to time, will be processed on the Business Day they are received and shall be afforded credit in accordance with the Bank's then current funds availability schedule. If for any reason the Bank is unable to process an Imaged Item or ICL File received before the then designated Cut-Off Time, the Bank will use commercially reasonable efforts to resolve the next Business Day subject to applicable the Bank processing schedules. Subject to terms hereof, any Imaged Items or ICL Files received after the then designated Cut-Off Times will be processed on the next Business Day.

3. **Company's Vendor as Authorized Agent of Company.** Company may appoint, as its duly authorized agent, with respect to the performance of any activities relating to the ICL Service, a Vendor to perform such activities. Company authorizes and grants to the Bank the right to communicate with any such Vendor in connection with the ICL Service and to treat Vendor Instructions, directions, requests, submissions and/or any other communication or correspondence, as applicable, as if the same were delivered or initiated directly from Company. Company hereby acknowledges, affirms and agrees that any such Vendor, acting for or on behalf of Company, may from time to time provide certain services to or for the benefit of Company in connection with the ICL Service, including but not limited to providing, initiating or delivering requests, directions or Instructions to the Bank relative to, among other things, the processing, submission and/or transmission of Imaged Items and/or ICL Files. Company further acknowledges and agrees that at any time during the Company's subscription, access to and/or use of the ICL Service, the Bank may rely upon and act upon, without any liability to the Bank whatsoever, (i) any and all documentation (including any Imaged Items or ICL Files) received from any Vendor in connection with the Bank's processing of Imaged Items and/or ICL Files for Company in connection with the ICL Service or (ii) any and all requests, directions or Instructions delivered, initiated and/or provided by or through Vendor to the Bank relative to, among other things, the processing, submission and/or transmission of Imaged Items and/or ICL Files. For the avoidance of doubt, Company acknowledges and agrees that any Vendor performing certain functions of or for Company relative to the ICL Service and/or in accordance with Company's obligations under this Agreement shall in no way relieve Company of any responsibility or liability for any functions performed by such Vendor for or on the behalf of Company to the same extent Company would be responsible if it performed such obligations or actions itself. Company shall be solely liable and responsible for all actions and obligations of such Vendor as if they were the direct actions and obligations of Company itself, and Company hereby fully releases and discharges the Bank from any and all Losses relating to or however arising out of the ICL Service or any Imaged Item or ICL File, including but not limited to any actions, inactions, errors, negligence, omissions, directions, Instructions, transmissions or submissions and/or unauthorized activity of any Vendor relative to any ICL File or Imaged Items, and/or the Bank's processing of any ICL File or Imaged Item at the request, direction or instruction of Company or any Vendor, whether authorized or unauthorized, and Company expressly waives any and all rights to assert any claims against the Bank in connection with the same. Company acknowledges and agrees that, among other things, this also means that Company is liable and responsible for the Vendor's breaches of any terms, covenants, representations, warranties and/or obligations hereunder of Company, including liability for indemnification for such breaches, as if Company breached such terms, covenants, representations, warranties and/or obligations hereunder itself.

Company further agrees that is shall be Company's sole responsibility and liability to notify the Bank in writing of each Vendor it intends to use, replace or otherwise terminate relative to such Vendor acting for or on behalf of Company in connection with the ICL Service, and Company shall provide any and all information that the Bank may require about any such Vendor(s). Failure to provide timely notice could result in the rejection of ICL Files and/or Imaged Items by the Bank or termination of Company's use of the ICL Service. Company agrees that the Bank may, in its absolute and sole discretion, without any liability whatsoever, choose not to accept ICL Files from any Vendor identified by Company or otherwise refuse to honor any Instructions, requests, submissions or transmissions from any Vendor, including in the event that the Bank has made a reasonable determination that such Instructions, requests, submissions or transmissions may be unauthorized, illegal or in any way in connection with any suspicious activity, and Company fully releases and discharges the Bank from any and all Losses relating to or however arising out of such action by the Bank.

4. **ICL Service Availability Rejection; Returned Items; No Warranties.** Company acknowledges and agrees that: the ICL Service and the functionalities offered may at times vary and/or be unavailable from time to time to Company for any number of reasons, either with or without prior notice, including but not limited being due to, maintenance, security, factors beyond the Bank's reasonable control or other reasons; the Bank disclaims any and all responsibility or liability in connection with the same; and Company hereby fully releases and discharges the Bank from any and all Losses relating to or however arising out of the ICL Service being unavailable and Company expressly waives any and all rights to assert any claims against the Bank in connection with the same. The Bank reserves the right to change, from time to time, in the Bank's sole discretion, the services or functionalities of the ICL Service. Any software necessary for use of and access to the ICL Service for or on behalf of Company must be maintained at Company's sole cost and expenses, and must meet any and all then current technical specifications as may be determined as required, necessary and/or acceptable to the Bank in its sole discretion from time to time. The Bank reserves the right to refuse to process, return or reject any Imaged Items or ICL Files for any reason at its sole discretion. The Bank will process any returned Imaged Items or ICL Files in accordance with Applicable Laws.

II. Additional Representations, Warranties and Covenants

1. **Representations and Warranties.** Company represents and warrants to the Bank that with respect to any Checks: (1) any image Company transmits, including in any Imaged Items and in any ICL File(s), is a good and accurate image of the original item, including the front and back of any checks; (2) any image Company transmits (whether through Vendor or otherwise), including in any Imaged Items and in any ICL File(s), will meet any applicable required by Regulation CC, including any applicable American National Standards Institute (ANSI) standards, or other applicable standards established by the Bank, the Board of Governors of the Federal Reserve System, and any other applicable regulatory agency, clearing house or association; (3) any information Company transmits to the Bank accurately represents all of the information on the front and back of any Check as of the time such Check was truncated, including without limitation: payment Instructions placed on the check by, or as authorized by, the drawer, such as the amount of the check, the payee, and the drawer's signature; information identifying the drawer and the paying bank that is preprinted on the check, including the MICR line; and other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check; and (4) no duplicate presentment of a Check in any form, including as an Imaged Item (whether or not in an ICL File), a paper negotiable instrument or otherwise. Company further represents that it will only transmit (whether through Vendor or otherwise) checks payable to Company. IF COMPANY IS ENGAGED OR INTENDS TO ENGAGE IN ANY BUSINESS THAT WOULD RESULT IN COMPANY BEING DEEMED A "MONEY SERVICE BUSINESS" AS DEFINED IN ANY APPLICABLE LAWS, RULE OR REGULATION, INCLUDING BUT NOT LIMITED TO THE FEDERAL BANK SECRECY ACT AND ITS IMPLEMENTING REGULATIONS AND ANY APPLICABLE ANTI-MONEY LAUNDERING REGULATIONS, COMPANY AGREES TO IMMEDIATELY NOTIFY THE BANK OF SAME, AND AGREES THAT THE BANK AT ITS SOLE DISCRETION MAY TERMINATE ITS RELATIONSHIP WITH COMPANY OR OTHERWISE REFUSE TO PROVIDE OR TERMINATE (AS APPLICABLE) THE ICL SERVICE. COMPANY WARRANTS TO THE BANK THAT ANY VENDOR IS FAMILIAR WITH, AND SHALL AT ALL TIMES BE IN COMPLIANCE WITH THE TERMS HEREOF, INCLUDING WITHOUT LIMITATION, IMAGE QUALITY, PROHIBITION OF DUPLICATE ITEMS, AND PROPER STORAGE AND DESTRUCTION OF ORIGINAL CHECKS.

2. **Covenants of Company:**

   a. The Company covenants and agrees that no Vendor shall originate ACH Entries on behalf of the Company, and such Vendor shall not (i) present to the Bank such ACH Entries or (ii) otherwise request, on behalf of the Company, that the Bank originate any ACH Entries. Notwithstanding the foregoing, Company and any Vendor performing services for the Company and acting for or on behalf of the Company pertaining to the ICL Service shall each at all times be in compliance with Applicable Laws including, but not limited to, the ACH Rules and the Bank's operating requirements. With respect to the Company's and/or any Vendor's compliance with the ACH Rules, as applicable, the Company expressly agrees that it shall (i) conduct and/or make itself available (and cause any Vendor to make itself available) to any required or necessary audits under the ACH Rules (including any applicable Rules compliance audit as required by Appendix 8 of the ACH Rules) relative to the matters described herein, as the case may be, and, to the extent applicable, (ii) each calendar year, provide a written certification to the Bank (within the timeframe prescribed by the Bank in its sole discretion) of the Company's and its Vendors' full compliance with the ACH Rules and continued availability of records and policies for purposes of any audits conducted under the ACH Rules. For the avoidance of doubt, the Bank may in its sole discretion immediately terminate this Agreement without any liability to the Company as a result of the Company's failure to perform its obligations under this Section.

   b. The Company shall use its best efforts to assist the Bank in obtaining and/or otherwise shall deliver all information that may be in its possession and may be requested by the Bank from time to time in order for the Bank to comply with any applicable money-laundering prevention requirements, policies and/or procedures and any and all related laws, regulations and rulings as applicable to the Bank, including any and all information pertaining to any Vendor.

   c. The Company acknowledges that checks, Imaged Items and ICL Files may contain confidential and nonpublic person information about the Company's customer. The Company shall be solely responsible and liable for compliance with the appropriate and proper disposal and/or destruction of all checks deposited and in full compliance with all Applicable Laws within a commercially reasonable period of time. Until such checks are destroyed, the Company shall at its sole cost, responsibility and liability, store them in a safe and secure location. The Company shall take (and shall cause, as applicable, Vendor, to take) appropriate security measures to ensure that only authorized persons have access to checks, Imaged Items and ICL Files and that the information contained on the checks or on any Imaged Item (and within any ICL File) are not disclosed to unauthorized third parties. The Company agrees to be solely responsible and liable for any delivery, instruction, direction, request, submission and/or transmission relative to any Imaged Item and ICL File that the Bank processes, relies upon or receives through the ICL Service, even if it is not in fact authorized by the Company.

   d. The Company agrees to provide such information as requested by the Bank in order to qualify the Company for the ICL Service, including without limitation, business activities, risk management processes, geographic location, customer base, and employee policies. If qualified, the Company agrees to provide any information as requested by the Bank to facilitate investigations related to unusual transactions, suspicious activity or poor-quality transmissions or to resolve disputes. Such documents may include copies of checks, Imaged Items, ICL Files, transmission logs or original items, as the case may be.

III. General Matters

1. **Indemnification.**

   a. In addition to the Company's indemnification obligations in the General Terms, the Company shall unconditionally indemnify and hold harmless the Bank from any and all Losses, including without limitation any and all incidental and consequential damages, together with all related reasonable out-of-pocket costs and expenses, including legal fees, however arising, related to or resulting directly or indirectly from: (i) any actual or alleged warranty or indemnity claim brought against the Bank by a third party under 12 CFR 229.52, 12 CFR 229.53 or any other Applicable Laws in connection with any Check, Imaged Item and/or ICL File delivered, submitted and/or transmitted to the Bank relative to the ICL Service (whether authorized, unauthorized or for or on account of Company's behalf); (ii) any actual or alleged loss by any recipient of a Check or an Imaged Item processed by the Bank, if that loss occurred due to the receipt of an Imaged Item or any ICL File instead of the check; (iii) any actual or alleged wrongful acts, negligence, misconduct, errors or omissions of Company, or any person acting on Company's behalf, in any way in connection with the ICL Service and/or Company's (or any Vendor's) use or misuse of the ICL Service; (iv) any actual or alleged claim made by Company or a third party against the Bank (x) for any actual or alleged negligence, misconduct, act, omission, error, fraudulent or unauthorized actions by any Vendor in any way related to or in connection with the ICL Service, any ICL File(s) or Imaged Items, including any erroneous, improper instruction, direction, request, submission or transmission initiated, provided or delivered by any Vendor to the Bank, or (y) that Vendor lacked authority to initiate, deliver, direct, provide, transmit and/or submit for processing any Imaged Item or ICL File, initiate, deliver or provide any direction or Instructions to the Bank relative to the submission or transmission of any ICL File or Imaged Items, or perform any services on behalf of the Company; (v) any use by the Company or any Vendor for transactions not supported by or within the scope of the ICL Service; and (vi) any actual or alleged fraud, infringement or misappropriation by the Company or any Vendor of any intellectual property rights of the Bank or any third party arising out of or in connection with the ICL Service. The Company hereby agrees to indemnify the Bank for any and all costs and expenses incurred by the Bank, including any attorneys' costs and fees, to enforce, prosecute or defend the terms of this Agreement. These indemnification obligations shall survive the termination of the ICL Service and this Agreement.

Article 7. Image Remote Deposit Services

The Image Remote Deposit Service uses Software, equipment and related processing through which the Company will scan Checks drawn on banks in the United States and electronically transmit such Checks to the Bank for deposit to the Company's Account. The Service allows Company to prepare and transmit deposits of paper Checks to the Bank via electronic images (also known as an *"Electronic File"*). In order to use the Service, the Company will process deposits in conformance with all of the Bank's operating requirements and as set forth herein. Upon receipt of an Electronic File from the Company, the Bank will verify receipt of the Electronic File and exchange images in the transmission with selected banks, or create Substitute Checks (as defined in 12 U.S.C. §5001 et. seq. and its corresponding regulation, as amended) for clearing for non-exchange banks. The Bank will then deposit funds received to the Company's designated Account. The Company agrees to take all steps necessary to protect all of the Checks and any other items processed from being re-deposited at the Bank or other financial institutions, either electronically or as paper Checks.

I. General Procedures

1. **Balancing and Controls.** On a daily basis, the Company will review all input and output, controls, reports, email messages, and documentation, to ensure the integrity of data processed by the Bank. On a daily basis, the Company will also review exception reports to verify that all file maintenance entries and non-dollar transactions were correctly entered. The Company is responsible for initiating timely remedial action to correct any improperly processed data which these reviews would disclose.

2. **Operating Requirements.** The Company will receive a User Guide which provides both operating requirements and procedures along with the shipment of check scanning equipment. The Company may use only Bank-approved Equipment in connection with the Service. Company will need to complete a Questionnaire form which contains Account information, user information and email confirmation information for use by the Bank in setting up the Service.

3. **Cut-Off Times.** The Bank will process all electronic images received for deposit by a communicated Cut-Off Time on same Business Day, but the Bank will not be liable if for any reason an electronic image or the Electronic File is not received by the Bank by end of day Cut-Off Time for same day processing.

4. **Exception Items.** When the Bank reviews and processes Company's Electronic File, the Bank shall reject any electronic image that the Bank, in its sole discretion, determines to be ineligible for the Service (each, an "Exception Item"), including, without limitation, electronic images of paper Checks drawn on banks located outside the United States, electronic images that are illegible, electronic images of items previously converted to substitute checks, and electronic images with unreadable MICR information. Each Business Day on which the Bank reviews and processes Company's Electronic File, the Bank will notify the Company of all Exception Items. The Company agrees that if it wishes to attempt to deposit any Exception Item to the Company's Account, it shall do so only by depositing the original paper Check on which the Exception Item is based. The Company acknowledges and agrees that even if the Bank does not identify an electronic image as an Exception Item, the substitute check or purported substitute check created by the Bank there from may nevertheless be returned by the Bank because, among other reasons, the substitute check or purported substitute check is deemed illegible by paying bank.

5. **Failure To Transmit Electronic File.** The Company acknowledges and agrees that from time to time the Company's Electronic File may not be received by the Bank. An Electronic File containing deposits to the Company's Account will not be considered to have been received until it is properly delivered to the Bank's offices, in conformance with the Bank's operating requirements and procedures. The risk of loss resulting from the failure to properly transmit an Electronic File is the sole responsibility of the Company.

II. Duties and Obligations

1. **Safe Keeping/Destruction of Checks.** The Company agrees to securely safe keep the Checks (for a period of time no longer than sixty (60) days) which the Company deposits through the Service in a secure location and then immediately destroy them after such time to ensure that they are not re-deposited with the Bank or any other financial institution. The Company shall be solely responsible for creating and implementing its own internal policies and procedures regarding the safe keeping and destruction of Checks that are deposited through the Service.

2. **Company's Representations and Warranties.** The Company represents and warrants to the Bank that:

   a. The Company shall use the Service only for paper Checks payable to and endorsed for deposit by the Company.

   b. The Company shall dispose of original paper Checks for which the Company has created an Electronic File, after specified period communicated by the Bank. In that regard, the Company shall maintain control over and responsibility for retention and destruction of original paper Checks, as instructed by the Bank.

   c. The Company shall not submit any duplicate electronic images to the Bank.

d. The Company shall not deposit to the Company's Account or otherwise negotiate any original paper Check from which the Company has previously created and submitted to the Bank an Electronic File.

e. The Company shall transmit to the Bank only Electronic Images that are suitable for processing, including, but not limited to, electronic images that are legible and contain machine-readable MICR data.

f. The Company acknowledges that it shall not deposit, and the Bank may not accept for deposit, Checks issued by the Company which are made payable to itself that are drawn off an account the Company maintains at another financial institution.

g. The Company acknowledges that the Bank, at its own discretion, reserves the right to not accept any Checks in the Company's Electronic File.

3. **Passwords and Access Codes; Unauthorized Access.** To use the Service, the Company will be assigned access codes which shall be the Security Procedures. Company and its designated "Administrator" are responsible for creating and maintaining subsequent user accounts for Company's employees, including assigning and revoking access privileges for those authorized users and providing new and subsequent Security Procedures to those authorized users. The Company understands that its designated Administrator has the capability of providing administrative privileges identical to that of the designated Administrator to any user, including the ability to create and maintain subsequent user accounts and assigning and revoking access privileges and Security Procedures. If the designated Administrator grants these privileges to a user, that user will also be considered a designated Administrator. The Company and its users are required to use the Security Procedures every time Company accesses the Service. Company agrees that it is the Company's responsibility to maintain the confidentiality of the Security Procedures. Company agrees to accept full responsibility over the control of all assigned Security Procedures. Company agrees that it is Company's responsibility to maintain and delete codes for each individual user, and the Bank is not liable for any Losses caused by improper or negligent maintenance. Company agrees that the Bank is not responsible for any actions of a third party as a result of unauthorized use of the Security Procedures.

4. **Ownership of Data.** The Company is the owner of data supplied to the Bank for processing in connection with this Service. The Company acknowledges that the Software, systems Documentation, guidelines, procedures, and similar related Materials or any modifications of them, referred to in this Agreement as the Materials, are copyrighted property and constitute trade secrets and proprietary data. The Company further acknowledges that the Company has no title to or ownership of such Materials and that the Company waives any and all rights and claims which the Company now or hereafter may have against the Bank with respect to the Materials. The Company may make one (1) copy of the Materials to be used exclusively for back-up purposes. Except for this back-up copy, the Company may not make any other copies of the Materials, nor may the Company transfer or disclose any of the Materials to any other person, firm or corporation, except for the Company employees requiring such knowledge in the ordinary course and scope of their employment with the Company. The Company shall not reverse assemble or reverse compile any of the Materials, in whole or in part, or permit any other person, firm or corporation to do so. The provisions of this Section shall survive termination or expiration of this Agreement.

5. **Processing Company Supplied Data.** The Bank will process Items, transactions and data and perform the Service on the basis of information furnished by the Company. If any error results from incorrect input supplied by the Company, the Company will use commercially reasonable efforts to discover and report such errors to the Bank. The Bank will use commercially reasonable efforts to reprocess any transactions based upon data supplied by the Company, which is necessary to correct such error. The Company will indemnify and hold harmless the Bank from any claim, loss, liability, action, cause of action, cost, expense, including but not limited to reasonable attorneys' fees and payments pursuant to settlements, arising out of, resulting from, or relating to (i) such data, information or Instructions, or any inaccuracy or inadequacy in the data (ii) any material breach of this Agreement by the Company or failure to comply with its material terms, and (iii) any act or omission to act by the Company or any of the Company's employees or agents that results, directly or indirectly, in the payment or distribution of funds to any person, real or fictitious, not entitled to all, or any part of such funds or that result in an inaccurate, incorrect, untimely, improper or failed automatic clearing house fund transfer in connection with such funds or the redeposit of any item processed for deposit through the Service.

6. **Government Check Exclusions.** The Company acknowledges and agrees that the Company shall not deposit with the Bank any third-party Checks without the prior written consent of a duly constituted officer of the Bank. In addition to the foregoing, the Company is expressly prohibited from depositing any IRS income tax refund checks made payable by the U.S. Department of the Treasury or any subdivision thereof via Image Remote Deposit. The Company expressly acknowledges and agrees that it shall be strictly liable to the Bank for any and all Losses paid by, through or under the Bank to the U.S. Department of the Treasury or any subdivision thereof, arising from or relating to any breach by the Company of this Section.

III. ICL File Import Service

This optional capability is provided as part of the Image Remote Deposit service. This optional service (the *"ICL File Import Service"*) allows the Company, or its Vendor as the case may be, to allow the delivery, submission and/or transmission of Company's Imaged Items through an ICL File and, by virtue of a valid contractual relationship between the Vendor and such Company and/or such Company authorizing the Vendor to act on its behalf, Company may, among other things, provide, initiate or deliver requests, directions and/or Instructions to the Bank, for or on behalf of Company, relative to the ICL Service and the delivery, processing, submission and/or transmission of Imaged Items and ICL Files. Company has duly authorized such Vendor(s), as the case may be, from time to time, to provide, initiate or deliver such requests, directions and/or Instructions to the Bank in connection with the ICL File Import Service, for or on behalf of Company, relative to the delivery, processing, submission and/or transmission of such Imaged Items and ICL Files. Company's Vendor shall be deemed Company's agent under the terms of this Agreement and this Service.

The Company subscribing to the ICL File Import Service must comply with the Image Remote Deposit service procedures, duties and obligations. Additionally, the Bank has defined specific requirements for the processing of these ICL Files that the Company must follow. Company shall be solely liable and responsible for all actions and obligations of its Vendor as if they were the direct actions and obligations of Company itself, and Company hereby fully releases and discharges the Bank from any and all Losses relating to or however arising out of the ICL File Import Service or any Imaged Item or ICL File, including but not limited to any actions, inactions, errors, negligence, omissions, directions, Instructions, transmissions or submissions and/or unauthorized activity of any Vendor relative to any ICL File or Imaged Items, and/or the Bank's processing of any ICL File or Imaged Item at the request, direction or instruction of Company or any Vendor, whether authorized or unauthorized, and Company expressly waives any and all rights to assert any claims against the Bank in connection with the same. Company acknowledges and agrees that, among other things, this also means that Company is liable and responsible for the

Vendor's breaches of any terms, covenants, representations, warranties and/or obligations hereunder of Company, including liability for indemnification for such breaches, as if Company breached such terms, covenants, representations, warranties and/or obligations hereunder itself.

The Company shall use its best efforts to assist the Bank in obtaining and/or otherwise shall deliver all information that may be in its possession and may be requested by the Bank from time to time in order for the Bank to comply with any applicable money laundering prevention requirements, policies and/or procedures and any and all related laws, regulations and rulings as applicable to the Bank, including any and all information pertaining to any Vendor.

The Company agrees to provide such information as requested by the Bank in order to qualify the Company for the ICL File Import Service, including without limitation, business activities, risk management processes, geographic location, customer base, and employee policies. If qualified by the Bank to use this ICL File Import Service, the Company agrees to provide any information as requested by the Bank to facilitate investigations related to unusual transactions, suspicious activity or poor quality transmissions or to resolve disputes. Such documents may include copies of checks, Imaged Items, ICL Files, transmission logs or original items, as the case may be.

IV. Funds Availability

You should refer to the Funds Availability Policy and information provided with your designated Account in the Account Agreement. The Company authorizes the Bank to place a hold on funds in the designated Account if, after performing risk management activities on remotely deposited Checks in an electronic file, the Bank has concerns about or doubts the validity or collectability of a Check.

Article 8. Online Bill Payment

This Business Pay Express Online Bill Payment Service Article sets forth the terms and conditions for the Business Pay Express Bill Payment service offered by the Bank.

I. Using the Bill Payment Service

1. As used in this Article, the term *"Payee"* means the person or entity to whom the Company wishes a bill payment to be directed; *"Payment Instruction"* means the information provided by the Company to the Bank for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Payment Due Date); *"Funding Account"* means any one or more eligible Accounts from which a bill payment will be made. The Bank strongly recommends that Online Bill Pay not be used to make payments from a business money market account; *"Primary Account"* means the single checking Account the Company designates for paying any potential Fees, which may or may not be one of the Company's Funding Accounts; and *"Payment Due Date"* means the date your bill payment is due to the Company's Payee. A Payment Instruction shall be deemed the Company's Payment Order under the terms of this Agreement.

2. To activate the Bill Payment Service, the Company must have an Account and be enrolled in Online Banking. Select the Bill Pay link from the Online Banking Navigation menu and follow the prompts. To use the Bill Payment Service, the Company must provide information online to the Bank to identify the Company's Payees. The Company must provide sufficient correct information about a Payee to permit the Bank to properly direct a payment and permit the Payee to identify the Company as the payment source upon receipt of a payment. The Company must fill in all required fields with accurate information, as directed by the Bill Payment Service screen messages. By providing the Bank with the names and account information of those Payees to whom the Company wishes to direct payment, the Company authorizes the Bank to follow the Payment Instructions that we receive through the payment system. In order to process payments more efficiently and effectively, the Bank may edit or alter payment data or data formats in accordance with Payee directives. When we receive a Payment Instruction, the Company authorizes the Bank to debit the Funding Account the Company designates for that payment and remit funds to the Payee on your behalf.

II. Types of Bill Payments

The Company will be able to set up the following types of bill payments:

1. **Single Payment.** The Company may request a payment to be made one (1) time to a Payee. The Company must enter the payment request by the Cut-Off Time at least two (2) Business Days from the Payment Due Date for electronic payments and at least six (6) Business Days for check payments.

2. **Recurring Payment.** The Company may schedule payments to Payees to be automatically paid in a fixed amount on regular intervals. If the Payment Due Date does not exist in a certain month, then the payment will be paid on the last Business Day of the month. For example, if the Company schedules a payment for the 30th of each month, your payment for the month of February will be paid on or before the 28th of February. If the Payment Due Date is a holiday or non-Business Day the payment will be sent on the next Business Day.

The amount of any Single Payment or Recurring Payment shall not exceed the limit notified by the Bank from time to time. The limit as of the Effective Date is $20,000, unless otherwise notified by the Bank in writing. The Company will be provided a reference number for each payment the Company schedules using the Bill Payment Service. This number is available on the Payment History screen if the Company needs to refer to it in the future. The reference number will help the Bank resolve any questions the Company may have concerning your transactions.

While it is anticipated that most transactions will be processed and completed by the Payment Due Date, it is understood that due to circumstances beyond our control, particularly delays in handling and posting payments by slow responding Payees or financial institutions, some transactions may take a day or even a few days longer to be credited by your Payee to your Payee account. The Payment Due Date that the Company enters must be the bill's actual due date, not the late date and/or a date in the grace period. Payment Instructions entered after the Cut-Off Time or on non-Business Days will be considered entered in the Bill Payment Service on the next Business Day. The risk of incurring and the responsibility for paying any and all late charges or penalties shall be borne by the Company.

III. Limits on the Bank's Liability

In addition to limits on the Bank's liability in the General Terms, the Bank shall incur no liability if the Bank is unable to complete any payments initiated by the Company through the Bill Payment Service because of the existence of any one or more of the following circumstances: (a) The Bill Payment Service or Online Banking is not working properly and the Company knows or has been advised by the Bank about the problem before the Company executes the transaction; (b) The Payee mishandles or delays a payment sent by the Bank; (c) the Company has not provided the Bank with the correct name, address, phone number, or account information for the Payee, or the Company has not provided the Bank with accurate personal information either during enrollment or on your Bill Payment Profile within Online Banking, or the Company has otherwise provided incomplete Payment Instructions; or, (d) if, through no fault of the Service, a Payee that makes available to the Company split-payment functionality (in which your payment may be split and allocated in various ways that such Payee may offer) does not split and/or allocate the payment in accordance with your Payment Instruction.

IV. Limitations on Bill Payment Service

1. The following payments are prohibited through the Bill Payment Service:

a. Tax payments and other governmental fees;

b. Court ordered payments, alimony and child support payments;

c. Payments to Payees outside of the United States;

d. Payments made in violation of any federal or state law.

A bill payment service is "In Process" starting on the scheduled payment date – the "Send On" Date. A bill payment is a "Pending Payment" starting from the time the Company enters Payment Instructions until the payment is In Process. A bill payment is considered "Completed" on the Business Day after the Payment Due Date. When the bill payment is "Completed," the history shows "Completed" unless a debit return occurs, and then the status changes appropriately. The Company may cancel or edit any Pending Payment (including Recurring Payments) by following the directions within the service. Payments may be cancelled or edited as long as the cancellation or edit is completed before 4:00pm Eastern Time. There is no charge for canceling or editing a Pending Payment. The Company will receive a reference number when the Company's Pending Payment has been edited or canceled. The reference number will help the Bank resolve any questions the Company may have concerning your transactions and is available on the Payment History screen if the Company needs to refer to it in the future. The Bank may not have a reasonable opportunity to act on any stop payment or cancellation order given after a payment is "In Process" and it is not possible to stop or cancel a payment that is "Completed." If the Company desires to cancel or stop any payment that is "In Process," the Company must call the Customer Care Center at 1.800.377.0800, or such other number as notified by the Bank to the Company from time to time. If the Company calls, we may also require the Company to present your request in writing within fourteen (14) days after the Company calls. Although the Bank will make every effort to accommodate the Company's request, the Bank will have no liability for failing to do so. Stop payment requests will be accepted only if the Bank has a reasonable opportunity to act on such requests. Stop payment requests sent to the Bank via electronic mail or in any other manner will not reach the Bank in time for the Bank to act on your request. The charge for each stop payment order will be the then current charge for such service as set forth in the applicable Account Agreement.

Once your scheduled bill payment is "In Process," the Bank may remit your payment to your Payee by any one of the following means, at the Bank's sole discretion: (i) by electronic funds transfer; (ii) by mailing the Company's Payee a check drawn on an account the Bank maintains for this purpose; (iii) by mailing the Company's Payee a check drawn on the designated Funding Account; or (iv) by other means. The timing of when the Company's scheduled bill payment is debited from the designated Funding Account may vary, depending on the payment means the Bank selects.

This Agreement does not alter the Company's liability or obligations that currently exist between the Company and its billers or creditors.

2. **Payments Involving Insufficient Funds.** If the Company instructs the Bank to make a payment and the Company does not have a sufficient balance in the bill pay funding account from which the Company are making the payment (including available credit under any overdraft line), we may refuse to complete the transaction. We may do this even if there are sufficient funds in other bill pay funding accounts other than the one the Company was using to make the payment. If we complete a payment that the Company makes or authorizes and we subsequently learn that the Company has insufficient funds for the transaction in the account from which the payment is made, the Company agrees that we may reverse the transaction or offset the shortage with funds from any other account the Company has with the Bank. In any case, the Company is fully obligated to the Bank to provide sufficient funds for any payments the Company makes or authorizes.

If the transaction is completed against Unavailable or Uncollected Funds, the Company will receive a notice from the Bank and the Company's account will be debited. In such case, the Company agrees that:

(i) the Company will reimburse the Bank immediately upon demand the transaction amount that has been processed;

(ii) the Company will reimburse the Bank for any fees imposed for payments made by the Bank against unavailable or uncollected funds.

(iii) the Company will reimburse the Bank for any fees we incur in attempting to collect the amount of the return from the Company; and,

(iv) the Bank is hereby authorized to report the facts concerning the return to a credit reporting agency.

(v) the Bank is authorized to suspend the Company's Account for a minimum period of 5 days (or permanently), and to cancel all future scheduled payments to any payee from the Funding Account. The Company's account will be reactivated and all recurring bill payment information will be rescheduled after the minimum 5-day period as long as we have been reimbursed for the transaction amount and all fees. However, for non-recurring bill payments, the Company will need to re-enter payee and payment information. For security reasons, we may implement limits on the number or amount of transactions the Company can make using the Bank's bill pay service. The Bank also reserves the right to limit or suspend access to the Bank's bill pay service as the Bank deems necessary for security reasons. The Bank may also limit access from countries other than the United States of America. All payments must be in U.S. Dollars.

If any qualifying accounts are money market deposit accounts or savings deposit accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited to a total of no more than six in any specified period. The specified period for money market deposit accounts with the Bank is the monthly Statement period. The specified period for savings deposit accounts with the Bank is a calendar month. The kinds of withdrawals covered by this limitation are those made by means of preauthorized or automatic transfers and payments or telephone agreement, order or instruction. A total of only three of these kinds of withdrawals may be made by check, draft, debit card or similar order payable to third parties.

V. Address Changes

The Company agrees to promptly notify Business Online Banking of any address change, electronic mail address change, and/or any change to your telephone number by updating the Company's "Bill Payment Profile" within Business Online Banking.

VI. Payee Limitation

The Bank reserves the right to refuse to pay any Payee to whom the Company may direct a payment for security reasons or any other reason. The Bank will notify the Company promptly if it decides to refuse to pay a Payee designated by the Company. This notification is not required, however, if the Company attempts to make a prohibited payment under this Agreement.

VII. Business Days/Hours of Operation

Bill Payment Service is available 24 hours a day, 7 days a week, except during maintenance periods or circumstances beyond the Bank's reasonable control. However, all transactions initiated via the Bill Payment Service that are made after the Bank's Cut-Off Time will be posted to the appropriate account on the next Business Day.

VIII. Bill Delivery & Presentment

This feature is for the presentment of electronic bills only and it is Customer's sole responsibility to contact the Company's Billers directly if the Company does not receive the Company's Statements. In addition, if the Company elects to activate one of the Bank's electronic bill payment options, the Company also agrees to the following:

1. **Information provided to the Biller.** The Bank is unable to update or change the Company's personal information such as, but not limited to, name, address, phone numbers and email addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is the Company's responsibility to maintain all usernames and passwords for all electronic Biller sites. The Company also agrees not to use someone else's information to gain unauthorized access to another person's bill. The Company agrees the Bank may, at the request of the Biller, provide to the Biller the Company's email-address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing the Company about any Service or bill information.

2. **Activation.** Upon activation of the electronic bill feature of the Service, the Bank may notify the Biller of the Company's request to receive electronic billing information. The presentment of the Company's first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of Statement(s) is at the sole discretion of the Biller. While the Company's electronic bill feature is being activated it is the Company's responsibility to keep the Company's accounts current. Each electronic Biller reserves the right to accept or deny the Company's request to receive electronic bills.

3. **Authorization to Obtain Bill Data.** The Company's activation of the electronic bill feature for a Biller shall be deemed by the Bank to be the Company's authorization for the Bank to obtain bill data from the Biller on the Company's behalf. For some Billers, the Company will be asked to provide the Bank with its user name and password for that Biller. By providing the Bank with such information, the Company authorizes the Bank to use the information to obtain its bill data.

4. **Notification.** The Bank will use its best efforts to present all of the Company's electronic bills promptly. In addition to notification within the Service, the Bank may send an email notification to the email address listed for the Company's account. It is the Company's sole responsibility to ensure that this information is accurate. In the event the Company does not receive notification, it is the Company's responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. The Company is responsible for ensuring timely payment of all bills.

5. **Cancellation of electronic bill notification.** The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. The Company may cancel electronic bill presentment at any time. The timeframe for cancellation of the Company's electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Bank will notify the Company's electronic Biller(s) as to the change in status of the Company's account and it is the Company's sole responsibility to make arrangements for an alternative form of bill delivery. The Bank will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

6. **Non-Delivery of electronic bill(s).** The Company agrees to hold harmless the Bank should the Biller fail to deliver the Company's Statement(s). The Company is responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

7. **Accuracy and dispute of electronic bill.** The Bank is not responsible for the accuracy of the Company's electronic bill(s). The Bank is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of the Company's electronic bill summary or detail must be addressed with the Biller directly.

IX. Returned Payments

In using the Service, the Company understands that Billers and/or the United States Postal Service may return payments to the Bank for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Bank will use its best efforts to research and correct the returned payment and return it to the Company's Biller, or void the payment and credit the Company's Payment Account.

Article 9. Positive Pay Service

The Positive Pay Service (*"Positive Pay Service"*) is an automated fraud detection tool that matches the Account number, Check number and dollar amount of each Check presented for payment against a list of Checks previously authorized and issued by the Company for a designated Account. On each day the Company issues checks, the Company will electronically transmit to the Bank an issue file that will include the Check serial number and dollar amount for each Check issued by the Company against a specified Account maintained by the Company (the *"Issued Check File"*) that is enrolled in the Positive Pay Service. The Issue File must be transmitted to the Bank one Business Day before the Company's issuance of the corresponding Checks. Positive Pay Service is a next day process, which means that the exception items being presented actually cleared the Company's Account during the night prior to the Business Day such exception items are being presented.

As Checks are presented to the Bank through regular banking payment systems and provisionally paid, the Bank's Check processing system will compare the information contained within the Issue File previously transmitted to the Bank with the Check number and dollar amount of the Checks presented to the Bank and provisionally paid. If the provisionally paid Check matches information contained within the Issue File, then the Check will remain paid without any other verification from the Company. This comparison will be performed by the Bank's Check processing system on each Business Day with respect to Checks presented for payment from the previous Business Day.

On each Business Day, the Bank will generate exception reports (*"Reports"*) containing:

- Checks provisionally paid for which the Bank does not have the information in an Issue File;
- Checks provisionally paid for which the Bank has paid a Check with the same number in the past 12 months;
- Checks provisionally paid where the information on the Issue File does not match the corresponding information on such Checks (either Check number or dollar amount).

ACH Entries. Positive Pay Services will not stop the payment of Checks that have been converted to ACH entries. Applicable ACH Rules and regulations prohibit the conversion of business checks as long as they meet the standards set forth by all applicable ACH Rules and regulations. The Company is responsible for assuring that its Checks meet these standards to utilize the Positive Pay Services. Inform the Bank immediately if the Company believes a Check has been improperly converted to an ACH entry.

I. Teller Positive Pay

At locations where available, all Positive Pay Services Accounts will interface with the Bank's teller system unless otherwise agreed in writing by the Bank (*"Teller Positive Pay"*). The Bank will compare Checks presented for cash at a branch of the Bank with the Company's Issued Check File. The Company agrees that the Bank may refuse to cash any excepted item and such refusal will not be deemed to be a wrongful dishonor. In the event of dishonor, the Bank will refer the presenter to the Company. The Company acknowledges that under some circumstances issuance information submitted by the Company may not be reflected in the Company's Issued Check File until the next Business Day. The Company agrees to follow established procedures should it need to manually add an Item to the Issued Check File. The Bank will make reasonable efforts to assist the Company, but the Company acknowledges that the Bank may be unable to process such requests on a "same day" basis. In the event that the Company requests the Bank not to activate or temporarily deactivate Teller Positive Pay, the Company agrees to assume all risk of loss for any Bank teller-cashed Check that would have been identified as an excepted item prior to acceptance.

II. Payee Positive Pay

As an addition to the Positive Pay Services, the Company may choose on the Setup Forms to activate "Payee Positive Pay Services." If activated, the Company will, on each day, electronically transmit to the Bank an Issued Check File that will include the Check serial number, dollar amount, and payee name for each Check issued by the Company against the Account maintained by the Company that is enrolled in the Positive Pay Services. The Issued Check File must be transmitted to the Bank immediately following the Company's issuance of the corresponding Checks.

As Checks are presented to the Bank through regular banking payment systems and provisionally paid, the Bank's Check processing system will compare the information contained within the Issued Check File previously transmitted to the Bank with the Check number, dollar amount and payee name of the Checks presented to the Bank and provisionally paid. If the provisionally paid Check matches information contained within the Issued Check File, then the Check will remain paid without any other verification from the Company. This comparison will be performed by the Bank's Account Reconcilement system on each Business Day with respect to Checks presented for payment from the previous Business Day.

III. Reverse Positive Pay

On each Business Day, the Bank will generate a file containing the Check number and dollar amount of each Check provisionally paid by the Bank from the previous Business Day. The file will be communicated to the Company via an agreed upon Communication Link each Business Day by the time set forth on the Setup Forms or otherwise notified to the Company.

Each Business Day, by the time set forth on the Setup Forms or otherwise notified to the Company, the Company will notify the Bank indicating the Checks the Company wants the Bank to return unpaid. All other Checks will remain paid and charged to the Account on which they are drawn. The Company will submit authorization to the Bank using an agreed upon Communication Link. If the Bank does not receive authorization, for any reason whatsoever, including, without limitation, failure of the Company to provide timely authorization, then all Checks in the Report will remain paid against the Account on which they were drawn.

The Company acknowledges and agrees that the Bank's refusal to cash any Check presented for payment as a cash item over the counter shall not be deemed to constitute a wrongful dishonor thereof, and any such Checks cashed by the Bank cannot be returned unpaid.

IV. Account Defaults

Both the Positive Pay Services and the Payee Positive Pay Services require the Company to predetermine how the Bank will handle undecisioned Checks. For Reverse Positive Pay, the automatic standard is to "Pay." How the Bank handles these Checks is completely in the hands of the Company, but must be established in the Positive Pay Setup Forms before the service can begin.

Each Business Day, by the time set forth on the Setup Forms or otherwise notified to the Company, the Bank will communicate to the Company via an agreed upon Communication Link information contained in that day's Reports. The Company must submit by the time set forth on the Setup Forms or otherwise notified to Company, to the Bank (via any means approved by the Bank) to return or pay each individual Check corresponding to the records on the *"Suspect File"* made available to the Company by the Bank on such day. The Company must indicate for every Check to be returned that it either (a) is an unauthorized Check or (b) has been materially altered after issuance.

If the Company fails to respond and provide pay or return instructions within the above-stated time frame for each Check on the Suspect File and the Company has selected the default to "Pay Option" set forth on the Positive Pay Setup Forms the Bank will post and pay each Check corresponding to a record on the Suspect File for which the Company has provided no specific instructions (provided there are sufficient funds to cover such Checks in the account) and the Bank shall not be liable for damages caused by the payment of any such Checks.

If the Company fails to respond and provide pay or return Instructions for each Check corresponding to a record on the Suspect File within the above-stated time frame and the Company has selected the default to "Return Option" on the Setup Forms, the Bank shall return all Checks appearing on the Suspect File for which the Company has provided no specific Instructions and the Bank shall not be liable for damages caused by the return of such Checks. The Company waives any claim of wrongful dishonor of any such Checks returned because the Company did not provide timely Instructions to pay Checks appearing on the Suspect File or instructed the Bank to return any such Checks. The Company understands and agrees that the Bank cannot return Checks that have been cashed over-the-counter prior to the time that the Company instructs the Bank to pay or return such Checks. Following termination of this Agreement or the Positive Pay Services, the default will be set to return all Checks presented for payment after the effective date of termination, and the Company will not have the ability to view and otherwise decision such Checks. The "Pay Option" and the "Return Option" are collectively referred to in this Service Article as the *"Default Instructions."*

With the consent of the Bank, the Company may, from time to time, change its selections on the Setup Forms, by replacing the Setup Form with another Setup Form. The Bank shall not be bound by any Setup Form unless and until an authorized representative of the Bank has executed such Setup Forms.

There may be days that the Company is not scheduled to operate, which may be during the Bank's normal Business Days. On these dates, it is important to remember that the Company is still responsible for making decisions and, if applicable, approvals or rejection on all Checks. Failure to complete the process will result in the Bank initiating the Default Instructions established during the initial setup of the Service.

V. Responsibility for Payment

The Company hereby assumes sole responsibility for determining if Checks presented for payment are authorized to be paid from the Company's Account(s). Instructions received by the Bank to return Checks or to allow Checks to remain paid, which purport to have been transmitted or authorized by the Company, will be deemed effective as the Company's Instructions for those Checks. The Company will provide authorization to the Bank, by the time set forth on the Setup Forms or otherwise notified to Company, and the Bank is entitled to rely on the Company's authorization even if the authorization is submitted by an individual without signatory rights on the Account(s). The Company agrees that only authorized signers will submit authorization to the Bank, and the Bank shall not be responsible for investigating whether authorization has been approved by a signer on the Account. The Bank shall incur no liability in connection with its acting on an authorization received.

VI. Limitation on Liability; Indemnification

In addition to the limits on liability otherwise set forth in the Agreement, in no event shall the Bank be liable for any Losses relating to wrongful dishonor or to the Bank's or the Company's actions with respect to payment or return of any Check in accordance with the terms of this Article and the Positive Pay Services. The Company agrees to indemnify and hold harmless the Bank from and against any and all Losses of any nature whatsoever arising directly or indirectly from the Company's use of the Positive Pay Services (or any related service described herein), the Bank's actions under this Agreement or any other matters related to this Agreement, including the payment or return of any Check under or in accordance with the terms of this Service Article and the Positive Pay Services, provided however, that the Company shall not be obligated to indemnify the Bank for loss or damage attributable to the Bank's gross negligence or willful misconduct. This indemnity will survive the termination of this Agreement.

Article 10. ACH Positive Pay Service

This Service Article describes the terms and conditions of the Bank's ACH Positive Pay Services used to block or allow certain ACH Debit transactions to the Company's Account(s). The Services enable the Company to choose how to handle ACH Debits ahead of time and set a pay/no pay default decision for such ACH Debit Entries. In order to use the ACH Positive Pay Service, the Company must have access to BOB, and, the BOB Administrator must entitle the user(s) authorized to perform certain duties in connection with the Services. By using the Services, you authorize the Bank to return ACH Debit Entries in accordance with the Company's Instructions. The Bank will have no liability for payment of an ACH Entry which is unauthorized if (i) the ACH Entry is included in a report of exceptions items; and (ii) the Company does not give the Bank timely Instructions to return the ACH Entry.

Check conversion to ACH

The Services described above include the potential rejection of ACH Debit Entries received by the Bank to be posted to the subject Account (which may include Checks issued from the subject account that are converted into ACH Debit Entries), or the rejection of all ACH Debit Entries received by the Bank to be posted to the subject Account that do not match the criteria specified by the Company. Business Checks that can be converted to Accounts Receivable Conversion (*"ARC"*), Point-of-Purchase (*"POP"*) or Back Office Conversion (*"BOC"*) include business Checks that do not contain an auxiliary on-us field and are for dollar amounts up to $25,000. The Bank recommends that the Company order Check stock with the auxiliary on-us field on them in order to avoid the automatic return of converted Check transactions.

I. Permitted Debit Entries

Notwithstanding anything in this Agreement or the Authorization Database to the contrary, the following items shall not be affected by, and shall override any ACH Positive Pay information in the Authorization Database: (a) any amounts payable to the Bank or any of its affiliates under any agreement that authorizes the withdrawal of funds from the Account to pay any amount due or to become due to the Bank, including fees and expenses, and amounts owed to the Bank in connection with a loan or other extension of credit that the Company is obligated or has agreed to repay, without regard as to whether such agreement is entered into before, simultaneously with or after any information is included in the Authorization Database; (b) any Fees associated with the Account or any other account which the Bank has a right to debit or set off against the Account. The Company agrees that, in all such cases, the Bank may properly debit or set off against the Account each such amount and such Debit Entries shall be deemed authorized by the Company.

II. ACH positive pay service maintenance

The Company shall designate in the Documentation one or more of its Accounts with respect to which the Bank shall provide the ACH Positive Pay Service. Following the initial delivery of the Setup Forms to the Bank, the Company is responsible for the ACH Positive Pay Service maintenance, which includes the update of Instructions. Instructions must be updated through BOB and the Company agrees that the Bank shall not be liable for any Losses resulting, directly or indirectly, from the Bank following and relying upon in good faith any Instructions that the Bank reasonably believes are sent by the Company.

III. Returning ACH entries

The Bank shall use reasonable efforts to return to the Originating Depository Financial Institution (as defined in the Rules) any ACH Entries in accordance with the elections on the Setup Form (using ACH Return Code R29 "Corporate Customer Advises Not Authorized") within the time period allowed by the applicable Rules, as in effect from time to time. The Company acknowledges and agrees that the Bank shall be held harmless and not be obligated to take any action in providing the ACH Debit Filter Service that would violate Applicable Laws or the ACH Rules, whether or not such action is contrary to the Instructions. This Agreement in no way restricts the Bank from charging the applicable Account for (i) the settlement activity related to the origination of ACH credit Entries authorized by the Company, (ii) any fees or other amounts owed by the Company to the Bank or to a third party selected by the Bank from time to time to provide specific services; or (iii) internal debit Entries originated through and by the Bank as stipulated in Section II of this Service Article.

IV. Account Defaults

The ACH Positive Pay Service requires the Company to predetermine how the Bank will handle undecisioned ACH Entries. How the Bank handles these items is completely in the hands of the Company, but must be established in the ACH Positive Pay Setup Forms before the Services can begin.

Each Business Day before the time set forth on the Setup Forms or otherwise notified to the Company, the Company will submit to the Bank (via any Communication Link approved by the Bank and Instruction) to return or pay each individual transaction corresponding to the records on the *"Suspect File"* made available to the Company by the Bank on such day. If the Company fails to respond and provide pay or return instructions within the above-stated time frame for each transaction on the Suspect File and the Company has selected the default to "Pay Option" set forth on the ACH Positive Pay Setup Forms, the Bank will post and pay each transaction corresponding to a record on the Suspect File for which the Company has provided no specific Instructions (provided there are sufficient funds to cover such transactions in the Account) and the Bank shall not be liable for damages caused by the payment of any such transaction. If the Company fails to respond and provide pay or return Instructions for each transaction corresponding to a record on the Suspect File within the above-stated time frame and the Company has selected the default to "Return Option" on the Setup form, the Bank shall block all transactions appearing on the Suspect File for which the Company has provided no specific Instructions and the Bank shall not be liable for damages caused by the return of such transactions. The Company waives any claim of wrongful dishonor of any such transactions returned because the Company did not provide timely Instructions to pay transactions appearing on the Suspect File or instructed the Bank to block any such transactions.

There may be days that the Company is not scheduled to operate, which may be during the Bank's normal Business Days. On these dates, it is important to remember that the Company is still responsible for making decisions on all presented ACH Entries. Failure to complete the process will result in the Bank enacting the default account instructions established during the initial setup of the Service.

V. Required Information

The Company is solely responsible for ensuring that all information it includes in the Setup Forms & Authorization Database is accurate, appropriate and timely updated to meet the Company's needs. If the Company inputs inaccurate information, truly authorized Debit Entries may be returned unpaid, or unauthorized Debit Entries may be paid, and the Company shall bear any and all responsibility for any losses or other consequences that may occur in any such event. The Company hereby waives any claim of wrongful dishonor or return or wrongful payment or acceptance associated with any Debit Entry that is returned because the Setup Forms contained incorrect or incomplete information or was not timely updated regarding such ACH Debit Entry.

VI. Limitation of Liability/Indemnification

In addition to the indemnification obligations of the Company provided elsewhere in this Agreement, the Company agrees to indemnify and hold harmless the Bank from any and all Losses incurred by the Bank as a result of the Bank's failure to honor any ACH Entry, or incurred by the Company or any other person in connection with any ACH Entry which is returned by the Bank in compliance with the Instructions. If the Bank is responsible for the error under the terms of the Agreement, the Bank's sole obligation is to refund to the Company such amount as is required by Applicable Laws.

Article 11. Account Reconciliation

At the Company's option, the Bank can provide either of the following Account Reconciliation Services for the Company's Account(s): (A) Full Reconciliation, and (B) Deposit Reconciliation. The Company shall select the type of Services on the Setup Forms. Account Reconciliation is in addition to the general account Statement information that the Bank provides to the Company in printed or electronic format.

I. Full Reconciliation

The Company provides the Bank with Check issue information via data transmission or other agreed-upon transmission method. The Bank matches the issued Checks information with the paid Checks data captured during the Statement cycle, and then reconciles it with the Company's account. At the end of each Statement cycle period, the Company will receive a report reconciling all debits and credits. The Company acknowledges and agrees, in order for the Bank to process the transactions for the Account(s) in the Account Reconciliation Service, to comply with the following requirements:

a. Deliver an electronic file of the Company's issued Checks for each of the Accounts according to the Bank's Instructions and specifications;

b. The Bank will provide to the Company, at an agreed-upon frequency, a report with a detail of the Checks paid by the Bank that were reconciled against the Company's file of issued Checks, according to the Checks Input Issue File transmitted by the Company to the Bank, and other debits paid by the Bank during the Account's monthly cycle. The Bank will send the report to the Company, according to the predetermined report delivery method.

II. Deposit Reconciliation

Under the Deposit Reconciliation Service, the Bank provides information of all deposits by location, amount and date.

a. The Company agrees to use the deposit slips correctly coded, compatible with the Bank's item processing systems, in order that the Bank can process the deposit transactions for the Accounts in the Accounts Reconciliation Service. If Company does not use the deposit slips provided by the Bank, the deposit may not be recorded along with the Deposit Reconciliation Service.

b. The Bank will provide to the Company, a monthly Statement with a detail of the Company's deposits and other miscellaneous credits processed by the Bank during the Account's monthly cycle. The Bank will send the report to the Company, according to a predetermined report delivery method.

III. Company's Duty to Reconcile

The Company acknowledges and agrees that the use of the Full Reconciliation and/or Deposit Reconciliation does not relieve or remove Company's obligation to reconcile, review and inspect its Accounts, transaction and use of the Services as required by the General Terms.

Article 12. Controlled Disbursement

The Controlled Disbursement Service is a Service that provides early notification of the dollar amount and details of Checks that are expected to be presented against the Company's designated Account that Business Day. In order to provide the Company with Controlled Disbursement Services described in this Service Article, the Company acknowledges and agrees that it has established with the Bank a designated Controlled Disbursement Account as indicated on the Setup Forms. On each Business Day, no later than the Reporting Time established by the Bank from time to time as notified to the Company, the Bank will make available to the Company information relating to the total dollar amount of Checks to be presented to the Bank for payment against the Account since the close of the previous Business Day. The Company acknowledges that this account is NOT intended to be used for non-check debits (e.g. ACH debits, wire transfers or other electronic funds transfers) and these debits will NOT be included in the total dollar amount reported daily. Should the Company use this Account for non-check debits, the Company acknowledges and agrees that these debits will NOT be included in the reported total but the Company is still responsible for funding these debits the day they post to the Account. The Company agrees to arrange for sufficient available funds to be on balance in the Account to cover the total amount of Checks and non- check debits to be posted to the Account on ANY Business Day. If insufficient funds are available to pay such amounts and an overdraft is created in the Account, then the Company will also be responsible to the Bank for the resulting overdraft and/or service fees normally charged by the Bank and for reviewing its own Account statements.

In order to implement the Services described in this Service Article above, the Account designated for Controlled Disbursement Services will be subject to the following terms and conditions:

1. The Bank must be the drawee bank for Checks drawn on the account, and a special routing transit number for this Service will appear on the face of each Check.

2. Each Check issued as part of the Service will bear the name of the Bank.

3. The Bank will not certify any Check drawn on the Account.

4. Checks drawn on the Account may be paid as cash items over the counter by the Bank, however, the item will not post to the Account as an on-us item to allow item capture in the daily reporting totals.

5. The Company acknowledges and agrees that the Company will NOT use this Controlled Disbursement Account for electronic transfers. However, if the Company makes any electronic transfers (debit or credit) through the Account, the Company agrees that such transfer will be made using the Bank's regular transit routing number. If, for any reason, an electronic transfer is made through the Account using any other routing transit number, the Company agrees that it will cooperate fully with the Bank in taking all necessary steps to make any adjusting entries required by such transfer. The Company agrees to pay the Bank a service fee for each adjusted entry.

Article 13. Commercial Credit Sweep Services

1. **Authorization to Process Sweep Transactions Between Designated Account and Line of Credit.** Following submission of the Setup Forms, the Company authorizes the Bank to process draws from and payments to the Company's Line of Credit (as designated by the Company in the Setup Forms) in accordance with the terms of this Article. The undersigned Company further authorizes the Bank to, in accordance with the terms of this Agreement, deposit the proceeds of any such draw from the Line of Credit into the Account designated in the Setup Forms, and to make certain payments to the Line of Credit from the designated Account.

2. **Sweep Procedure.**

   a. Sweep to Account. In the event that the total Collected Balance in the designated Account (as established in the Setup Forms) before completion of posting at the end of any Business Day is less than the Target Collected Balance (as defined and designated by the Company on the Setup Forms), subject and pursuant to the terms of the terms governing the Line of Credit and this Agreement, the Bank is authorized and directed to draw on the Line of Credit in an amount equal to the lesser of (i) the amount necessary to increase the total Collected Balance in the Account to the Target Collected Balance, or (ii) the amount available to be borrowed under the Line of Credit Agreement (the *"Loan Amount"*), and to transfer the proceeds of said draw into the Account (a *"Loan Transaction"*). The Bank will thereafter initiate a Loan Transaction and the Company hereby authorizes the Bank to initiate each such Loan Transaction, by charging the Line of Credit in the Loan Amount and the amount of all applicable fees and charges under the Line of Credit, and by crediting the Account in the Loan Amount, but only if all of the conditions precedent under the terms of the Line of Credit are met. Notwithstanding the foregoing, the Bank will not be required to initiate any Loan Transaction in an amount less than a minimum sum mutually agreeable to the Bank and the Company or as required by the Line of Credit agreement. The Company hereby agrees that this Agreement shall be the Company's standing instruction and authorization for the Bank to automatically initiate an advance under the Line of Credit and to credit the Account, via ACH, wire or other electronic funds transfer under the terms of this Agreement and further that each Loan Transaction shall be considered an extension of credit under the terms of the Line of Credit in the Loan Amount.

   b. Payments to Line of Credit. If there exists an outstanding and unpaid balance on the Line of Credit, the Bank shall transfer funds in excess of the Targeted Collected Balance from the Account to the Line of Credit. Any such transfer from the Account to pay on the Line of Credit on any Business Day shall be limited to the excess of the Ledger Account Balance of the Account on that day over the Targeted Collected Balance. All payments to the Line of Credit pursuant to this Agreement shall be applied by the Bank as principal reductions of the outstanding balance on the Line of Credit. In addition to the foregoing, the Company shall pay interest on the outstanding balance of the Line of Credit in accordance with the terms of the Note evidencing the Line of Credit (the *"Line of Credit Note"*).

   c. Limitations on the Bank's Obligation. Notwithstanding the provisions of this Agreement, the Bank shall have no obligation to draw on the Line of Credit in response to account balance in the Account that is less than the Targeted Collected Balance if:

      i. such draw would cause the outstanding unpaid balance on the Line of Credit to exceed the maximum indebtedness specified in the Line of Credit Note,
      ii. the Company is in default under the terms of this Agreement the Line of Credit or the Line of Credit Note.
      iii. the Line of Credit has matured by its terms or the Company has amended the Line of Credit,
      iv. an act of Insolvency of the Company has occurred;
      v. the Bank has made demand for property the Line of Credit in this Agreement,
      vi. prohibited by Applicable Laws.

   d. Appointment as Agent. The Company hereby appoints the Bank as the Company's agent for purposes of conducting all banking administrative functions in connection with sweeps from and to the Account and Line of Credit, draws from and upon the Line of Credit, and other actions authorized in this Section 2 of Service Article 14. Each draw on the Line of Credit by the Bank on behalf of the Company shall be deemed an authorized borrowing under the terms of the Line of Credit for which the Company agrees it is liable to repay under the terms of the Line of Credit.

3. **Company Acknowledgements.** The sole duty of the Bank with respect to this Agreement and the agency relationship with the Company is to effect transfers to and between the Account and the Line of Credit and to process draws from and payments to the Line of Credit pursuant to the terms of this Agreement.

4. **Modification of Line of Credit.** The existing terms and provisions of the Line of Credit designated above regarding the methods and procedures for making draws under the Line of Credit are amended and modified to allow draws from that Line of Credit by and in accordance with to the terms of this Agreement.

5. **No Right to Transfer.** Notwithstanding any terms to the contrary in this Agreement, the interest of the Company with respect to this Service Article may not be transferred, participated, assigned or hypothecated and any such transfer, participation, assignment, or hypothecation shall be of no force or effect.

6. **Limitation of Liability.** In addition to the limits on the Bank's liability otherwise set forth in this Agreement, the Bank may in its sole discretion elect not to make any transfer between the Line of Credit and the Account without notice to the Company, and the Company hereby agrees that the Bank shall have no liability and shall be held harmless for its election not to make such transfer.

Article 14. Cash Vault Services

The Company requires Cash Vault Services on a periodic basis for the re-supply of cash and the pick-up of cash for deposit with the Bank with regard to the Company's remote locations (*"Company Locations"*). The Company desires to engage the Bank and the Bank desires to perform the Services. The Company shall designate an Account that will be debited for Orders and an Account that will be credited for Deposits, which may be the same Account. Subject to the terms of this Service Article, the Company engages and authorizes the Bank to debit and credit the Accounts to provide the Services and process Orders and Deposits as contemplated herein. The Company hereby acknowledges receipt of the cash vault services procedures (*"Cash Vault Procedures"*) and pricing schedule and agrees to be bound by the terms of the Cash Vault Procedures as part of this Article. As used in this Service Article, an *"Order"* means an amount of currency and/or coin requested by the Company and such amount will be debited from the Company's Account(s), and a *"Deposit"* means any amount of currency and/or coin that is to be credited into (deposited) the Company's Account(s). *"Remote Cash Deposit"* means a service that enables cash vault customers the ability to deposit their cash into an on-premise safe, commonly referred to as "smart safes." The smart safe transmits posting files to the Bank on Business Days for provisional credit into the Company's Account.

I. Cash Orders

1. **Order Placement.** The Company Locations may place Orders for currency and coin using the Cash Vault Procedures only after the Bank receives a completed Setup Forms from the Company. Any Setup Forms shall be in a format and contain the information specified and required by the Bank. Orders must be received through the Bank's automated Cash Ordering System (currently, either online or voice response unit (*"VRU"*) made available by the Bank to the Company each as described in the Cash Vault Procedures (collectively, the *"Security Procedures"*). The Company agrees that the Bank may rely on any instructions for Orders received using the Security Procedures assigned to the Company. The Company agrees to be liable for, and that the Bank may debit the Company's Account for, each Order submitted in compliance with the Security Procedures set forth in the Cash Vault Procedures whether or not such Order was authorized. A Company Location will not be added to receive Services or be allowed to place any Orders under this Agreement prior to the Company's receipt of the Bank's confirmation to the Company regarding the Setup Forms for such Company Location.

2. **Order Pickup.** Orders received prior to the Cut-Off Time for cash orders (the *"Order Cut-Off Time"*), as disclosed to the Company by the Bank in writing from time to time, will be available for pickup by the Company on the next Business Day. The Bank shall debit the Company's Account for any Order on the Business Day the Order is placed by the Company if that Order is received prior to the Order Cut-Off Time; otherwise, the Company's Account will be debited the next Business Day but in no event shall the Company's Account be debited earlier than the Business Day prior to the scheduled Business Day for pickup. The Bank or its Servicer will permit armored pickups of Company Orders during the times set forth in the Cash Vault Procedures for the applicable Company Location as may be amended upon notice by the Bank from time to time.

3. **Amount of Orders.** The Company shall only place Orders in an amount no greater than the amount of available funds in the Account at the time such Order is placed. The Company agrees that the Bank may refuse to honor or fill any Order in excess of the amount of available funds, in whole or in part, in the Bank's sole discretion. The Bank may refuse to process such Order even if there are sufficient funds in other commercial checking accounts other than the Account. If the Bank completes the Order and insufficient funds are in the Account creating an overdraft, the Company agrees that the Bank may debit any other account the Company has at the Bank for the amount of such overdraft. The Company is fully obligated to the Bank to provide sufficient funds for any Orders. If the Order is completed against insufficient, unavailable or uncollected funds, the Company will receive a notice from the Bank and the Company's account will be debited. In such case, the Company agrees to reimburse the Bank immediately upon demand the amount of such Order paid and processed by the Bank, including the amount of any Fees and/or interest charged for Orders resulting in an overdraft or incurred in attempting to collect the amount of the overdraft. The Bank is authorized to suspend or terminate the Cash Order Services at any time there is an overdraft in the Company's Account and to cancel all future scheduled Orders. For security reasons, the Company may implement limits on the number or amount of Orders the Company can make using the Cash Vault Service, or limit or suspend access to the Cash Vault Service as the Bank deems necessary.

II. Vault Deposits

The Bank or its Servicer will be available to receive armored delivery of the Company Deposits at the times set forth in the Cash Vault Procedures or otherwise communicated from the Bank to the Company from time to time for the applicable the Company Location each Business Day. The Bank will verify the amount of the Deposit and process any necessary Deposit adjustments. The amount of any Deposit by the Company (whether through any armored carrier company, Vault Cash Processor or Remote Cash Deposit "Cash Processor" (each defined below) is not final until verified and processed by the Bank. Until verified by the Bank, the Bank shall not be in any way liable for any Deposit or alleged Deposit. The Company must prepare all deposit tickets and the deposit tickets must have a declared cash amount written on them. The amount of the cash Deposit shall not be final or eligible for FDIC insurance, up to the maximum amount permitted by law, until the cash Deposit is credited to the Account.

III. Armored Carrier Companies

The Company will contract with an armored carrier company, acceptable to the Bank in its reasonable discretion, to pick up all Orders and make any Deposits and shall indicate the name of the armored carrier company in the Setup Forms. The Company shall notify the Bank in writing of the change in an armored carrier company. The Company agrees to provide the Bank seven (7) Business Days prior written notice of a change of armored carrier company used to pick up Orders for the Company or make deposits. The Company shall be fully responsible and liable for the actions and/or omissions of its armored car carrier, including, but not limited to, losses, discrepancies, shortages in Deposits or Orders, arranging armored carrier company transportation and satisfying any time restrictions noted herein. The Company agrees that the Bank shall have no liability and be held harmless for the actions and omissions of the Company's armored carrier company or any Losses, discrepancies, or shortages in Deposits or Orders while the Company's funds are in transit with the Company's armored carrier to or from the Bank's Vault. In order for the Company to use the Remote Cash Deposit Services, the Company must contract directly with the armored carrier(s) for the safe equipment leasing or purchasing, maintenance and ongoing customer support. The service is offered through approved partnerships with armored carrier(s) that have capability to offer this service.

IV. Deposit Deadlines and Funds Availability

The "Funds Availability Policy" which is set forth in the Bank's Account Agreement currently in effect is amended as follows (all other provisions shall remain unchanged unless otherwise noted herein):

Standard Cash Vault Deposits: Funds from cash deposits delivered to the Bank's vault will be available the first Business Day after the day of receipt and verification of the amount of the Deposit by the Bank. For your deposit to receive same-day ledger credit, the cash vault must receive the deposit before the selected vault deposit deadline. Deadlines for deposit delivery vary by geographic region and point of service. The Bank will not be responsible for delayed credit due to late armored carrier deliveries.

Remote Cash Deposit Cash Processor "Smart Safe" Deposits: At the end of each Business Day (Day 1) deposit data is extracted and transmitted to the armored carrier. The armored carrier transmits the posting file for all safe locations on Day 2 to the Bank. Provisional credit is posted to your Account at the end of the Business Day on Day 2. Credit will only occur on Business Days and if the file was received by the established Cut-Off Time.

V. Limitation of Liability; Indemnification

In addition to the limitations on liability set forth in this Agreement, the Company unconditionally agrees that the Bank's verification of the amount of any Deposit shall be binding and conclusive upon the Company and the Bank. For the avoidance of doubt, the Bank shall not be liable for any Losses, discrepancies and/or shortages in the amount of any Deposit verified by the Bank. Further, the Bank shall have no liability for any Losses, Deposit or an Order and the amount of cash received by the Company from any such Order, it being understood that it is the duty of the Company's armored carrier company to review and approve the amount of any Order prepared for the Company prior to such Order leaving the Bank's Vault. Further, the Bank shall have the Company's armored carrier company or at any time prior to any Deposit or funds thereof actually being deposited in any Accounts maintained at the Bank and verification by the Bank. The Company agrees to fully cooperate in the investigation of any alleged loss or discrepancy. The Company shall indemnify and defend the Bank, its subsidiaries and affiliated companies, and its respective directors, officers and employees, and hold each harmless from and against any and all Losses of any kind resulting from any claim by, demand by, or defense against the Company, any armored carrier company, any Remote Cash Deposit Cash Processor, any Vault Cash Processor or any third party for any Losses, shortage or discrepancy arising out of or related to an Order or a Deposit; a breach or any claim, demand or defense arising out of or related to the Company's contract with any armored carrier company or Cash Vault Processor; any claim by, demand by, or defense against the Company, any armored carrier company, any Remote Cash Deposit Cash Processor, any Vault Cash Processor or any third party, in any way relating to any service provided by an armored carrier company, where the basis for such claim or defense arises prior to any delivery of any cash, Checks and other contents of an Order or Deposit to the Bank and/or the Bank's verification of any Deposit, as applicable; and the willful acts or omissions and the negligent acts or omissions of the Company, any armored carrier company, any Remote Cash Deposit Cash Processor, any Vault Cash Processor or any third party, or the failure of the Company to perform any of its obligations under this Agreement. Notwithstanding any provision in this Agreement to the contrary, the Company's indemnification obligations shall survive terminating this Agreement.

VI. Vault Cash Vendor or Remote Cash Deposit Cash Processor "Smart Safe"

The Company acknowledges that it has contracted with a third-party cash processor or armored carrier company that provides services as a third-party cash processor (*"Vault Cash Vendor"*) to facilitate Deposit and Order processing for Company Locations. The Company's use of a Vault Cash Processor shall relieve the Bank of its obligations under the Agreement prior to any Orders received and/or Deposits actually being deposited and verified by the Bank and, the Bank shall not be responsible for the acts or failures to act and shall not in any way be liable for any losses, discrepancies and/or shortages in the amount of any Deposit or alleged Deposit to the extent the Bank has not verified a Deposit (i.e., at any time prior to any Deposit or funds thereof actually being deposited in any Accounts maintained at the Bank and verification by the Bank). The Company agrees not to bring a claim or any form of legal action against the Bank to hold harmless the Bank in connection with the Agreement.

In conjunction with any Remote Cash Deposit service (i.e., "intelligent" or "smart safe" equipment) that the Company subscribes to with a Vault Cash Vendor and/or armored carrier company, the Company represents and warrants to the Bank that it has entered into and executed a separate contract with such Vault Cash Vendor and/or armored carrier company. The Company agrees and acknowledges that, at a minimum, it has contracted for a required weekly cash pickup (for Orders or Deposits). As provided for elsewhere herein, the Company acknowledges that the Bank is not liable for any loss, shortage or discrepancy that could be associated with such "Remote Cash Deposit" service. The Company represents and warrants that it has reviewed and fully understands the terms and conditions herein and those terms and conditions in any contract with such Vault Cash Vendor and/or armored carrier company, as well as any other security considerations in relation thereto. The Company acknowledges and agrees that any Vault Cash Processor or armored carrier company that the Company contracts with for "Remote Cash Deposit" services shall be acceptable to the Bank in its reasonable discretion.

In connection with any "Remote Cash Deposit" services, the Bank in its sole and absolute discretion may provide a next day provisional credit that is not final until any Deposit(s) in connection therewith are fully verified and processed by the Bank. If for any reason the reported Deposit is not received by the Bank within the stipulated date and time from providing such next day provisional credit (whether attributable to loss, theft, the transport by a Vault Cash Processor or armored carrier company or otherwise), then the Bank reserves the right to, and the Company agrees that the Bank may in its sole and absolute discretion, immediately and without any need for notice (written or otherwise) exercise its right to offset and deduct the outstanding amount from the Company's Account(s). The Company further acknowledges and agrees that any differences between any daily cash report that are produced by your contracted "Remote Cash Deposit" services equipment and any physical cash validation (whether by the Bank, armored carrier company, Cash Vault Processor or otherwise) will be adjusted from your Account(s). The Company is obligated to immediately notify the Bank in the event of any known theft, loss, discrepancy or shortage, however occurring, but no later than 24 hours after such event has occurred. The Company also acknowledges and agrees that it shall maintain sufficient insurance coverage to protect itself against any possible loss or theft that could arise from the "Remote Cash Deposit" services. Proof of insurance may be required by the Bank in its discretion in connection with permitting the transactions contemplated herein.

VII. Reconcilement

Notwithstanding any terms in the Agreement to the contrary, the Company agrees to notify the Bank of any Losses within one (1) Business Day after the information relating to such Losses is received by or otherwise made available to the Company but in no event no more than ten (10) days after the receipt of such information. Unless such notice is given, the Company's claim for such Losses shall be waived and the Company agrees that no action, suit or proceeding shall be brought against the Bank unless such notice is given and such action, suit or proceeding is commenced within six (6) months of such Loss. The Company agrees to cooperate and promptly and diligently assist the Bank to research and recover any such Losses.

Article 15. PayerExpress Service

The Company hereby engages the Bank to provide the PayerExpress Service. PayerExpress is an invoice payment and presentment service that allows Company's customers (*"Customers"*) to receive invoices from Company and make payments on invoices from Company via ACH and/or the credit and debit card payment networks and associations (the *"Card Networks"*). The PayerExpress Service is different and distinct from the Bank's Bill Payment Service that allows Company to pay its own bills. The Bank may use a Servicer to deliver all or any portion of the PayerExpress Service.

I. PayerExpress Service

Upon submission by Company and acceptance by the Bank of the Setup Forms, Company will direct its Customers to an Internet page (the *"Webpage"*) established for Company that will allow Company's Customers to make payments to Customer or to receive invoices from Customer. During the term of this Article Company hereby grants to the Bank (or its Servicer) an irrevocable license to use Company's name and logo on the Webpage for the purpose of providing the PayerExpress Service, Company must enroll its Customers in the PayerExpress Service subject to the requirements in this Article. Company is solely responsible for the content on the Webpage established for Company and agrees that the Bank and its Servicers shall have no liability or responsibility for content on Company's Webpage. The payment transactions on behalf of Company and authorized by such Customers will be executed via ACH origination or through an applicable payment card network depending on the type of payment method selected by the Customer. ACH transactions are subject to the Automated Clearing (ACH) Origination Service Article terms and conditions set forth in this Agreement. Transactions processed through the Card Networks are subject to the Operating Guide and Association Rules as defined in the separate agreement entered into by and between Company and PNC Bank, National Association or such other financial institution or processor as permitted by the Bank (which processes such transactions for the PayerExpress Service) for merchant services. For purposes of processing Transactions through the Card Networks, PNC Bank or such other provider will be deemed Company's Provider and not a Servicer of the Bank.

II. Customer Terms of Service and Privacy Policy

Use of the PayerExpress requires that Company post a Customer Terms of Service on the Company Webpage or Company's own website and such terms must also be agreed upon to Customer. Company may also post a Privacy Policy on its website regarding the PayerExpress Service. The Bank has provided Company with a sample Customer Terms of Service document. Company understands and agrees that this sample is being provided as a courtesy, only, and does not reflect legal review or approval of such terms or the PayerExpress Service. Company should not rely on this sample document without your its legal review, guidance and approval. Company agrees not to include any reference to the Bank (or its Servicer) within its Customer Terms of Service or Privacy Policy statement, including any reference to the Bank's name, address, logo or other Bank's identifying information.

Company will be required to submit the text of its Customer Terms of Service to the Bank, in writing. If Company wants to post a Privacy Policy, Company is also required to submit that text to the Bank, in writing. Posting of such materials shall not constitute the Bank's approval thereof; provided, that Company agrees to include or delete any terms that the Bank, Applicable Laws or the ACH Rules may specifically require or restrict. The Bank will not be responsible for monitoring or enforcing the provisions set forth in the posted Customer Terms of Service or Privacy Policy. Any such monitoring or enforcement efforts shall remain solely Company's responsibility.

III. Originating ACH Entries for PayerExpress

The Bank will process the transaction file containing Entries submitted by Company for its Customers, through the Webpage and transmit the Entries (other than On-Us Entries) to the ACH Operators, within the applicable deadlines to meet the Effective Entry Date specified in the file, provided that the Bank receives the file from Company (including from the Webpage) within the applicable Cut-Off Time and the file meets all other requirements in the Documentation for this Service. Any ACH Entries originated under the terms of the PayerExpress Service are governed by the terms of the ACH Origination Service except as otherwise set forth in this Article. In the event of a conflict between the terms of the ACH Origination Services Article and this Article, the terms of this Article for the PayerExpress Service shall control. The PayerExpress Service and the Webpage shall each be deemed a Communication Link for purposes of originating Entries.

A file transmitted to the Bank electronically is considered to have been received by the Bank when the Bank has actually received the entire file and authenticated it according to the agreed upon Security Procedures. If the Bank receives a file from Company after the applicable Cut-Off Time, the Bank will use reasonable efforts to process that file so that settlement can be completed as scheduled. However, the Bank will not be liable to Company or to any third party if settlement is not met. The Bank will provide you with a list of days on which the Bank does not process files and changes to the list as they occur. If an Entry is returned to the Bank through the ACH Network, the Bank will debit or credit your Account accordingly, and we will notify you no later than the next Business Day after the Bank has credited or debited Company's Account. Unless the Bank agrees to do so, the Bank will have no obligation to retransmit a returned Entry unless the reason for the return was an error by the Bank. Except in cases of such error, Company must retransmit the Entry to us.

The Bank will charge Company's Account for the total amount of any Credit Entries originated through PayerExpress when the Bank is debited by its Servicer, and Company agrees that the Bank will credit Company's Account on the Settlement Date for funds we receive in settlement for your Debit Entries originated through PayerExpress; provided, that the Bank reserves the right to charge the amount of any unauthorized or returned Debit Entries (plus any fees that the NACHA Rules require the Bank to pay) to the Account or to set off against your other Account(s) in addition to such other rights as the Bank may have at law or in equity.

IV. ACH Entry Limits

The Bank may establish separate limits (*"Limits"*) for Company's Credit Entries and Debit Entries that Company may originate (i.e., those instructions entered through the Webpage) with respect to the PayerExpress Service. The Limit for Credit Entries is the maximum dollar amount of accumulated Credit Entries for which the Bank has not received final payment from Company and which, subject to these terms and conditions, the Bank will process for Company. The Limit for Debit Entries is the maximum dollar amount of accumulated Debit Entries for which the Bank has not received final payment from the Receiving Depository Financial Institution and which, subject to these terms and conditions, the Bank will process for Company. The Bank may change Company's Limits at any time in the Bank's sole discretion. The Bank's election to process any ACH transaction file which exceeds any Limits will not affect or limit the Bank's right to reject any future ACH transaction file which exceeds Company's Limit at any time. The Bank will not be liable for delaying or not processing an ACH file if such processing would cause Company's Limit to be exceeded.

V. Representations and Warranties and Covenants

In addition to Company's Representations and Warranties for ACH Origination Services, Company represents and warrants to the Bank that for each Entry Company submits to the Bank for processing: (i) each Entry has been submitted with Company's authorization and in accordance with these terms and conditions, including applicable Security Procedures; (ii) each Entry is for an amount which, as of the applicable Settlement Date, will be due and owing, has been specified to be paid, or is a correction of a previously transmitted erroneous Entry, and (iii) all Customers for whom Company originates Entries through the Bank have acknowledged in a written agreement with Company that they may not originate Entries that violate the laws of the United States and that they will be bound by the Rules and have assumed the responsibilities of an Originator thereunder. Company agrees that the Bank may provide to NACHA such information about your business and Company's Entries as NACHA may request from time to time in accordance with the Rules, or if the Bank has reasonable indications that your ACH activity may be harmful to the ACH Network and/or other ACH participants.

Within two (2) Business Days of our written or oral request, you must provide us with information that we reasonably request to comply with Applicable Laws and Rules, which includes, without limitation, (i) information to identify the Customers for which Company is originating or intend to originate Entries including names, addresses, taxpayer identification numbers and business activities and (ii) information to complete any questionnaires or other documentation required by the Bank in order for Company to use this Service.

VI. Third Party Senders; AML and KYC Compliance

Company must notify the Bank in writing, and be approved by the Bank, before Company acts as a Third-Party Sender. Generally, a Third-Party Sender is someone that originates Entries through its Account with the Bank for the purpose of effecting a payment between an Originator and the Receiver. Please refer to the ACH Rules to determine if Company is acting as a Third-Party Sender. As a Third-Party Sender, Company is bound by these ACH Origination Service Terms and Conditions and Company must ensure that Company fulfills all of the responsibilities of a Third -Party Sender under the ACH Rules. Company acknowledges and agrees that the Customers are only Company's Customers, and are not the Bank's clients or joint clients of the Company and the Bank. If there is a third party or intermediate party between Company and Company's Customer, then Company must notify the Bank and Company must ensure that those parties are also bound to comply with the ACH Rules. Upon request, Company agrees to provide the Bank a list of Company's Customers and other parties involved in Company's use of the ACH Origination Service. Company, its Customers and any third parties involved in the ACH Origination Service agree to follow the Bank's established procedures. At our Bank's discretion, the Bank reserves the right not to provide the ACH Service or discontinue the provision of the ACH Origination Service with respect to any Company Customers. Notwithstanding any provision in any service agreement Company may enter into with its Customers, Company hereby waives and releases the Bank from any and all claims or causes of action Company may have against the Bank arising from any such service agreement between Company and its Customer. Company has the sole responsibility to fulfill any compliance requirement or obligation that Company may have with respect to Company's Customer and any third party involved in the PayerExpress Service.

Among other things, before originating Entries through the Bank for an Originator, Company must conduct "know your customer" due diligence and obtain and verify, at a minimum, the Originator's name, physical address, phone number and taxpayer identification number and verify that the Entries Company will originate through the Bank and any Servicer are for the Originator's lawful business activity. Company agrees to periodically audit and access such Customers' and/or Company Entries to determine Company's compliance with these terms and conditions, and to verify for us upon request the number of banks Company uses to originate Entries for its Customers. Company shall establish and maintain policies and procedures reasonably designed to comply with the laws on money laundering and terrorist financing, and the laws administered by the U.S. Treasury Department's Office of Foreign Assets Control (together, the *"AML Laws"*). At a minimum Company's program to comply with the AML Laws (*"AML program"*) shall include the following elements: (i) written risk-based policies, procedures and internal controls, (ii) a designated compliance officer responsible for implementing the AML program, (iii) ongoing training for appropriate persons, and (iv) independent testing to monitor and maintain an adequate AML program. Company agrees to respond to reasonable inquiries from the Bank regarding its implementation of the Company AML program and to provide the Bank with such documentation of your compliance with this section as we may reasonably request. Company shall make any changes to your compliance program as required by Applicable Laws. Company shall maintain all records relating to compliance with the AML Laws as prescribed by Applicable Laws. Company shall provide the Bank, to the extent permitted by Applicable Law, with a copy of any records relating to its Client immediately (and in any event no longer than 2 Business Days) upon our reasonable request.

VII. Indemnification

In addition to Company's indemnification obligations under the General Terms, Company shall unconditionally indemnify and hold harmless the Bank from and against any and all Losses, including without limitation any and all incidental and consequential damages, however arising, related to or resulting directly or indirectly from: (1) any actual or alleged warranty or indemnity claim brought against the Bank by a third party in connection with Company's use of the PayerExpress Service, the Webpage or Entries delivered, submitted and/or transmitted to the Bank (whether by Customer or through third party agent or otherwise) relative to the PayerExpress Service (whether authorized, unauthorized or for or on account of Company's behalf); (2) any actual or alleged loss by any Customer (including whether such process request was initiated by Company, third party agent or otherwise), if that loss occurred due to the receipt of any PayerExpress Service or Entries; (3) any actual or alleged wrongful acts, negligence, misconduct, errors or omissions of Company, or any person acting on Company's behalf (including without limitation any Third Party Agent or other authorized processor of Company, if any), in any way in connection with the PayerExpress Service and/or Company's (or any third party agent's) use or misuse of the PayerExpress Service; (4) any actual or alleged claim made by Company or a third party against the Bank (x) for any actual or alleged negligence, misconduct, act, omission, error, fraudulent or unauthorized actions by any third party agent in any way related to or in connection with the PayerExpress Service, any PayerExpress file(s) or Entries, including any erroneous, improper instruction, direction, request, submission or transmission initiated, provided or delivered by any third party agent to the Bank, or (y) that third party agent lacked authority to initiate, deliver, direct, provide, transmit and/or submit for processing any PayerExpress file or Entries, initiate, deliver or provide any direction or instructions to the Bank relative to the submission or transmission of any PayerExpress file or Entries, or perform any services on behalf of Company; (5) any actual or alleged fraud, infringement or misappropriation by Company or any third party agent of any intellectual property rights of the Bank or any third party arising out of or in connection with the PayerExpress Service.

Article 16. QuickBooks® Direct Connect Service

I. Enrollment and Access

The Company may enroll in the Bank's QuickBooks® Direct Connect Service (*"QuickBooks® Service"*) to enable secure, automated access between the Company's QuickBooks® accounting software and the Company's designated Bank accounts. Enrollment is subject to the Bank's approval and completion of any required set-up or authentication procedures. The Bank reserves the right to decline or terminate enrollment in its sole discretion.

II. Service Functionality

Through the QuickBooks® Service, the Company may download account information, initiate certain payment or transfer instructions, and perform account reconciliation within QuickBooks®. The Company acknowledges that (a) the QuickBooks® Service relies on third-party software provided by Intuit® Inc. (*"Intuit"*) and (b) the Bank is not responsible for the performance, security, or availability of Intuit's products or systems.

III. Customer Responsibilities

The Company is solely responsible for:

(a) maintaining valid QuickBooks® software and any required Intuit® licenses;
(b) safeguarding all credentials, connection keys, or access tokens used for the QuickBooks® Service;
(c) verifying the accuracy of account data and transactions imported into QuickBooks®; and
(d) complying with all applicable terms and conditions imposed by Intuit®.

The Bank shall not be liable for any losses or errors resulting from the Company's use of QuickBooks®, incorrect data mapping, or system integration issues.

IV. Termination and Changes

The Bank may modify, suspend, or discontinue the Service at any time upon notice to the Company. The Company may discontinue use of the Service by notifying the Bank in writing. Termination of the Service will not affect any transactions initiated prior to the effective termination date.

V. Limitation of Liability

The QuickBooks® Service is provided "as is" and "as available." The Bank makes no warranties, express or implied, regarding compatibility or performance with QuickBooks® Service and/or QuickBooks®. The Bank shall not be liable for any indirect, incidental, or consequential damages arising from or related to the use of the QuickBooks® Service.

Glossary

Unless otherwise specifically set forth in this Agreement, the following terms shall have the definitions below:

(a) *"Account Agreement"* means the Bank's current signature record, Business Banking Disclosure and Agreement (as amended or renamed from time to time), any other applicable disclosures, schedules, and/or terms and conditions required by the Bank and any Applicable Laws governing the Accounts held in Company's name or its Affiliates, or any Associates Company as applicable.

(b) *"ACH Rules"* means the rules and regulations of the National Automated Clearing House Association ("NACHA") and those of any regional clearing house in effect from time to time used by us to settle ACH transfers.

(c) *"Affiliate(s)"* means any company owned by or under common control as you or us as applicable in the context of this Agreement.

(d) *"Applicable Laws"* means all applicable federal and state laws, rules and regulations as in effect from time to time governing or relating to the Agreement or the Services, including, without limitation, the ACH Rules and the rules of any funds transfer system and the rules of, and regulations administered by, the Office of Foreign Assets Control of the U.S. Treasury Department.

(e) *"Application"* shall have the meaning as set forth in Section 5 of the General Terms.

(f) *"Business Day"* means every day except Saturdays, Sundays and federal holidays.

(g) *"Check"* means checks, drafts, money orders, and other instruments or items for the payment of money that may be handled as cash items by Federal Reserve Banks.

(h) *"Cut-Off Time"* means the time during a Business Day by which the Company must submit the Payment Order, Entry, Instruction, notice or other transaction for a particular Service, as notified by the Bank from time to time.

(i) *"Communication Link"* has the meaning set forth in Section 5 of the General Terms.

(j) *"Concentration Account"* has the meaning set forth in the Article for Zero Balance Account Services.

(k) *"Documentation"* means all Materials that explain or facilitate the use of a Service or Application, including, without limitation, an Authorization Sheet, signature card, corporate resolution, Set-up Forms, user booklets, operational manuals, Security Procedures, instruction and training Materials, and information provided by us relating to the Services, but shall expressly not include any marketing, sales or other promotional material in any form or delivery method.

(l) *"Effective Entry Date"* means the date specified, in accordance with the ACH Rules, on the Entry by the Originator (as defined in the ACH Rules) on which the Originator intends the Entry to be settled.

(m) *"Entry"* or *"Entries"* means an order or request appropriately sent through Automated Clearing House ("ACH") network (i) for the transfer of money to the checking/demand deposit account of a person (a "Credit Entry") or (ii) for the withdrawal of money from the checking/demand deposit account of a person (a "Debit Entry"). For purposes of the Services, the term "Entries" is the plural of the term "Entry."

(n) *"Instruction"* means a communication, direction or instruction received by the Bank to execute a transaction or perform a Service.

(o) *"Losses"* means any and all claims, actions, demands, losses, damages, judgments, liabilities, reclamations, chargebacks, offsets, reimbursements, penalties, costs and/or expenses (including, without limitation, attorneys' fees and court costs) and all costs of settlement of claims.

(p) *"Materials"* means the Software, User Guide, User Documentation, codes, passwords, keys, test keys, security devices, security procedures, digital signatures, personal identification numbers and related documentation we provide to you.

(q) *"Mobile Device"* shall have the meaning as set forth in Section IV of Article I of this Agreement.

(r) *"On-Us Entry"* means an Entry to an account at the Bank.

(s) *"Payment Order"* has the meaning ascribed thereto in Article 4A of the UCC.

(t) *"Programs"* shall have the meaning as set forth in Section 6 of the General Terms.

(u) *"Records"* means, with respect to each specific Service, the hard copy or images retained of the Services performed by us for you, and may include, but not be limited to reports, receipts, confirmations, notices, Statements, adjustments, charges, entries, Checks, deposit slips, debit or credit memos, invoices or other documents submitted with a deposit or remittance, corrections, adjustments, transactions or any document processed as part of a Service and retained by us.

(v) *"Rules"* means all applicable rules and guidelines as in effect from time to time governing or relating to the Agreement or the Services, including, without limitation, the ACH Rules or the rules of any funds transfer system.

(w) *"Security Procedures"* means shall mean one or more security policies and procedures, out-of-band authentication (OOBA), security codes, keys, tokens, passwords, personal identification numbers, login credentials, or other security devices utilized by the Bank to provide a Service and for the Company to Use a Service.

(x) *"Servicer"* shall have the meaning as set forth in Section 8 of the General Terms.

(y) *"Services"* means the cash management services described in each of the Service Articles to this Agreement of otherwise incorporated herein.

(z) *"Setup Forms"* means the documents used by the Company to select features, transaction types and limits for the use of Services and the documents explaining how the Services are used by the Company and delivered by the Bank and includes User Guides and Documentation.

(aa) *"Settlement Date"* means the date on which the ACH Operator transfers funds between the Originating Depository Financial Institution and the Receiving Depository Financial Institution. For an On-Us Entry, the Settlement Date is the date on which we debit or credit the Receiver's account and your Account with us, respectively, for the amount of the Entry.

(bb) *"Software"* means any Internet or web-based application accessed via the Internet and/or the programs and data provided by us for use on a computer in connection with one or more particular services.

(cc) *"Statements"* means Account statement, account analysis, pricing information and other information relating to Account activity or services, and transactions, including Services covered by this Agreement.

(dd) *"SWIFT"* means the Society for Worldwide International Funds Transfer.

(ee) *"Third-Party Service Provider"* (a "TPSP") means a Third-Party Service Provider as defined in the Rules. Each TPSP shall be deemed a Company Vendor.

(ff) *"Transfers"* means the electronic transfer of funds by the Bank over SWIFT, wire, ACH or other electronic funds transfer system.

(gg) *"UCC"* means the Uniform Commercial Code, as enacted in the State of New York.

(hh) *"User Guide"* means any written information we provide you, including in electronic format, as amended and updated by the Bank from time to time, which contains detailed instructions regarding the use or setup of a Service.

(ii) *"Vendor"* shall have the meaning as set forth in Section 9 of the General Terms.