



TREASURY MANAGEMENT SERVICES eTREASURY+ SERVICE AGREEMENT

This Treasury Management Services eTreasury+ Service Agreement (“**Agreement**”) is entered into between People's United Bank, N.A. (“**Bank**”) and the person or entity completing and submitting this Agreement and its accompanying Schedule A (“**Customer**”) to Bank. This Agreement governs Customer’s receipt of eTreasury+ Services (“**Online Services**” or “**Services**”). **By accessing Online Banking or permitting anyone else to use it, Customer accepts the terms and conditions of this Agreement on behalf of itself and any person or entity authorized or otherwise permitted to act on Customer’s behalf.** Before accessing Online Banking, Customer should read this Agreement thoroughly and Bank recommends that Customer print and retain a copy as this Agreement contains important terms that apply to Customer and Customer’s Users.

Customer agrees to conduct business with Bank electronically and consents to the giving and receiving of notices, instructions, including without limitation, acknowledgements, and to be contractually bound electronically or by electronic means and not in paper or non-electronic form. Customer further agrees that evidence of its or Bank’s consent to be contractually bound to the terms of this Agreement, or any other agreement with Bank, may be given by electronic means without necessity of a signature to be effective and that electronic copies of notices, instructions, or agreements such as facsimile or electronic copies shall be as effective as if originals were exchanged between the parties.

Definitions. Throughout this Agreement the following definitions will apply:

“**Account**” means one or more deposit account(s) maintained at Bank and used in connection with Online Services.

“**Account Limit**” means, with respect to a Module, which involves the transfer of funds (e.g. ACH or Wire Module), the maximum amount of exposure with respect to Customer for that Module that Bank is willing to sustain on a given Business Day for an Account.

“**Affiliate(s)**” means the parent, any affiliate and any one or more direct or indirect subsidiaries of Bank or Customer and their respective successors and assigns, if applicable.

“**BDAC**” means Bank’s Business Deposit Account Contract, as currently in effect and as may be amended from time to time.

“**Business Day**” means any day except Saturdays, Sundays, and federal banking holidays on which Bank is required or permitted to be closed.

“**Customer ID**” means a string of numbers and/or characters provided to Customer by Bank, which is used to validate User access to Online Banking.

“**Daily Limit**” means, with respect to a Module, which involves the transfer of funds (e.g. ACH or Wire Module), the maximum amount of exposure with respect to Customer for that Module that Bank is willing to sustain on a given Business Day.

“**Device Profiling**” means a process in which details about your device (e.g. computer, tablet, etc.) and the network your device is using to access Online Banking are gathered, evaluated, and compared against your prior activity to determine if it falls within normal parameters. The result of this evaluation is used to determine if additional security steps to validate a User’s identity are needed during the login process.

“**Direct Connect for QuickBooks®**” refers to two-way connectivity between Bank and Quicken® or QuickBooks®. Direct Connect functionality allows customers to access their account information directly through QuickBooks® software.

“**Equipment**” means any computer hardware, software, telecommunications (telephone line, cable, DSL, wireless) and Internet Service Provider, all of which are required in order to access Online Banking.

“**Linked Account**” means the Account(s) or groups of Accounts which are accessible through Online Banking.

“**Module**” means a Service which can be accessed via Online Banking.



**TREASURY MANAGEMENT SERVICES
eTREASURY+ SERVICE AGREEMENT**

“**NACHA**” means the National Automated Clearing House Association, and “**NACHA Rules**” means the Operating Rules and Guidelines of NACHA as in effect, and as the same may be amended from time to time.

“**Passcode**” means a combination of a User’s PIN and a Token generated by either a physical device or a mobile phone software application. A Passcode is used in place of a password if Customer elects, or Bank requires Customer or Users, to utilize Secure Token Sign On.

“**Password**” means a string of numbers and/or characters that is either defined by a User or is provided to a User by Bank, which is used to validate a User’s authority to access Online Banking.

“**PIN**” means personal identification number, a unique number used to validate the identity of a User.

“**Primary Administrator**” means the person designated by Customer in Schedule A as having the primary administrative authority to manage User access to, and authority within, Online Banking. The Primary Administrator has the administrative authority (subject to the approval of a Secondary Administrator, if applicable) to do such things as manage Security Devices on behalf of Customer, allow individual access to Online Banking by providing Users with their own User ID’s and passwords as well as manage and control a User’s individual authority within Online Banking as may be required by Customer depending on the Services subscribed to by Customer or as desired by Customer for its own internal control purposes. A Primary Administrator also has the authority (subject to the approval of a Secondary Administrator, if applicable) to delegate their full authority to additional individuals referred to as “**Selected Administrators**.” All references to Primary Administrators shall include any individuals appointed as Selected Administrators.

“**Profile**” means the information about Customer, its Accounts, Services, and Users that is provided to Bank when Customer completes and submits a Schedule A to Bank, and as it may be updated from time to time.

“**Schedule A**” means a schedule in the form of Schedule A attached to this Agreement by which Customer selects which Modules it wishes to have access to; if Customer wishes to change its elections it can submit a revised Schedule A without the need to re-execute this Agreement and Customer agrees that the most recently dated Schedule A as shown in Bank’s books and records shall evidence Customer’s then current Online Services preferences.

“**Security Procedure(s)**” means operational procedure(s), policy(ies), or control(s) which may or may not be specific to a given Module established or made available by Bank to validate the identity and/or authority of a User for purposes of allowing access to Online Banking or a Module and authenticating an instruction to Bank submitted via Online Banking.

“**Settlement Account**” means an Account from which funds are taken to initiate a funds transfer. A Settlement Account must be authorized by Bank as one that Customer owns or one that Customer is legally authorized to use in connection with the specific funds transfer Customer is permitted by Bank to initiate.

“**Token**” means a six-digit number generated by either a Bank owned mobile phone application or via a physical device that certain Authorized Users of Online Banking are provided by Bank to authenticate and prove the User’s identity electronically. A Token is used in addition to a User-defined PIN in place of a Password to validate the User’s identity and authority. Bank provides Synchronous Dynamic Tokens that do not need any connection to a User’s equipment.

“**Token Sign On**” means an enhanced security option enabled by use of a Token, which requires a User to enter a Passcode in place of a Password.

“**User**” means a person authorized by a Primary Administrator to access Online Banking.

“**User Limit**” means, with respect to a Module which involves the transfer of funds (e.g. ACH or Wire Module), the maximum amount of a single funds transfer a given User is authorized by Customer to initiate.

“**User Setup**” means the process by which a Primary Administrator may add, edit, or delete Users to allow access to all or some of the Accounts and Modules associated with Customer’s Company ID.



TREASURY MANAGEMENT SERVICES eTREASURY+ SERVICE AGREEMENT

“**Username or User ID**” means a string of numbers and/or characters that is either defined by a User or is provided by Bank to a Primary Administrator for assignment to Users, which is used to validate a User’s access to Online Banking.

“**Website**” means Bank’s eTreasury + online business banking platform.

Customer Representations and Warranties.

Customer hereby represents and warrants to the Bank that:

- (i) It has full right, authority, and power to enter into this Agreement;
- (ii) The execution and entering into of this Agreement and all Modules have been duly authorized;
- (iii) It is validly existing and in good standing in the jurisdiction in which it is organized and any consent or authorization of any governmental authority or third party required to be obtained by Customer in connection with this Agreement or any Module used has been obtained; and
- (iv) It is not a “consumer” within the meaning of the Electronic Funds Transfer Act or similar statutes or regulations.

Compliance with BDAC

Online Services require that Customer maintain one or more Accounts with Bank. Bank and Customer agree that any Account established by Customer in connection with Service(s) offered by Bank shall be governed by the then current BDAC, including one or more fee schedules issued by Bank for the Account. If there is any conflict between the terms and provisions of this Agreement and the BDAC, the terms and provisions of this Agreement shall govern, but only to the extent reasonably necessary to resolve such conflict. Customer acknowledges that it has received and executed (where necessary) all agreements, resolutions, signature cards and forms governing the Account(s) required to receive the Service(s) requested, and agrees to be bound by their terms. Customer also agrees to establish all Accounts that must be opened in order to receive each Service in the manner contemplated by the applicable Service Agreement.

Required Software.

Bank may supply Customer with certain software owned by or licensed to Bank to be used by Customer in connection with certain Services. Customer agrees that all such software is and shall remain the sole property of Bank and/or the vendor of such software. Customer shall not transfer, copy, alter, modify, reverse engineer, reproduce, or convey in any manner, in whole or in part, any such software. Customer agrees to execute and deliver to Bank such license agreements and other documents as Bank and/or the vendor(s) of such software may require in order for Customer to use such software, and Customer agrees to comply with all of the terms and conditions of all such license agreements and other documents to which Customer agrees to be bound. Customer shall return or destroy any hardware/software as directed by the Bank, promptly upon request or at termination of this Agreement, and shall be responsible for any damages to any such materials other than normal wear and tear. Customer shall indemnify, defend, and hold harmless Bank from and against any loss, damage, or other claim or liability attributable to any unauthorized distribution or disclosure of any software provided with the Service(s) or any other breach by Customer of any software license. The provisions of this paragraph shall survive termination of this Agreement. Customer acknowledges that any breach or threatened breach of this paragraph will cause immediate irreparable injury to Bank and therefore, Customer agrees that injunctive relief, including preliminary injunctive relief and specific performance should be awarded as appropriate to remedy such breach without limiting Bank’s right to other remedies available in the case of such a breach. Bank may apply to a court for preliminary injunctive relief, permanent injunctive relief and specific performance but such application shall not abrogate Bank’s right to proceed with an action in a court of competent jurisdiction in order to resolve the underlying dispute. Unless otherwise agreed in writing between the Bank and Customer, Customer shall be responsible for the payment of all costs of installation of any software provided to Customer in connection with the Service(s), as well as for selection, installation, maintenance and repair of all hardware required on Customer’s premises for the successful operation of the software. Customer is responsible for maintaining its computer and equipment (including those provided by Bank for use with the Service(s)) in good working order. Customer shall



TREASURY MANAGEMENT SERVICES eTREASURY+ SERVICE AGREEMENT

ensure that its computers and other equipment has the necessary compatibility and format to interface with Bank's systems, including without limitation the ability to support the Bank's security procedures. Customer agrees to install upgrades and other systems enhancements within a reasonable time after being requested by Bank to do so.

Treasury Management Services Fees and Charges.

Customer agrees to compensate Bank for all Services that Customer receives pursuant to this Agreement, including each Module, in accordance with the applicable fee schedules or written agreements between Bank and Customer in effect from time to time that apply to the Service(s). The fee schedule for each Module shall be deemed accepted by Customer upon access to the Module by Customer.

Customer authorizes Bank to charge any one of its Account for all applicable charges and fees to the extent that such charges and fees are not offset by earnings credits or allowances for Customer's Account(s). If the balance of available funds in an Account is not sufficient to cover such fees, Customer hereby authorizes Bank to charge such fees to any other deposit account maintained by Customer with Bank, except as restricted by applicable law. Bank also may, at its option, include fees arising from this Agreement in an analysis statement of Customer's Account relationship or bill Customer for any fees. If at any time there are not sufficient collected funds in any Account to cover all outstanding transactions and other payment obligations of Customer in respect to Service(s) received, Customer agrees to immediately pay Bank, on demand, the amount of any deficiency in such outstanding transactions and obligations. All other account agreements and all fees and charges relating to any accounts of Customer remain applicable to the Account(s) and Bank's remedies set forth in those agreements are cumulative.

Customer also agrees to pay all sales, use, or other taxes (other than taxes based upon Bank's net income) applicable to the Service(s) provided by Bank hereunder. Bank will charge a service charge for account research requested by Customer in accordance with the published schedule of charges for such research.

Customer shall be responsible for the costs associated with establishing and maintaining a connection between Customer's computer systems and the internet and any costs associated with transmitting data over the internet to Bank, as may be required for the performance of any Service.

Description of Services.

Online Services allow Customer to access and use any of the electronic information delivery and transaction initiation Service Modules that Bank makes available to customers through Online Banking.

Description of Online Services Modules.

When customers subscribe to Online Services, individual Services are accessed through Online Banking via various Service Modules. Customer acknowledges that access to certain Modules will require Customer to subscribe to the underlying Service (for example, access to the ACH Module will require Customer to subscribe to ACH Services by entering into an ACH Service Agreement with Bank) and agrees that in addition to the terms of this Agreement, Services will also be governed by the terms of their respective Service Agreements. Please note that Accounts are not automatically enrolled to receive Online Services, rather Customer must enroll each Account it wishes to receive Online Services via Online Banking and enable each Account for the specific Online Services Customer wishes such Account to receive.

Standard Modules.

Check Reorder Module. This Module allows Users to place check stock reorder requests for Accounts. Note that this Module can be used for check stock reorders only. A customer's initial check stock order is placed through a branch.



TREASURY MANAGEMENT SERVICES eTREASURY+ SERVICE AGREEMENT

Direct Connect for QuickBooks® Module. This Module allows Users to access Account information directly through QuickBooks® software. Customer acknowledges that in order to avail itself of this Module's functionality, it must separately purchase QuickBooks® and that Bank makes no warranties nor accepts any liability for such software. QuickBooks is a registered trademark of Intuit, Inc.

Information Reporting Module. This Module allows Users to view previous and current day activity on Accounts. The availability of the type of prior day and current day reports is dependent on the reporting package enabled. Online Banking offers up to 18 months of historical activity with prior day activity being made available within a commercially reasonable time on the next succeeding Business Day.

Internal Transfer Module. This Module allows Users to transfer funds between Accounts. The cutoff time for entering internal transfers for same day processing is 11:00 PM (Eastern Time) or such other time as Bank may from time to time communicate to Customer. Instructions to transfer funds from one Account to another Account received after the cutoff time will be processed on the next succeeding Business Day.

Secure Message Module. The Secure Message Module allows Users access to standard forms which can be completed and submitted to Bank via the secure messaging function within Online Banking. Users can submit inquiries about Accounts, request information about other banking services, and otherwise communicate with Bank. Bank will use reasonable efforts to respond to all messages received via Online Banking within two (2) Business Days.

Stop Payment Module. This Module allows Users to submit stop payment orders on Items to Bank electronically via Online Banking. Customer agrees that Bank will not be liable for any failure to place a stop payment on an Item if Customer failed to submit its stop payment request to Bank less than three (3) Business Days prior to the Item being presented for payment. Customer acknowledges that the terms of the BDAC governing stop payments govern stop payment requests submitted via Online Banking. Stop payments submitted via Online Banking can be cancelled, but Customer acknowledges and agrees Bank shall have no responsibility if it refuses to honor an Item on which a stop payment request was submitted but later cancelled if Bank has not had a reasonable opportunity to act on any such cancellation request.

Additional Modules.

The Modules described below are optional Services available through Online Banking.

Account Reconciliation and Positive Pay Module. This Module allows Users to access Account Reconciliation and Positive Pay Advantage (ARPPA) Services. Customer acknowledges that it is aware that in order to access this Module, Customer must also have subscribed to Bank's ARPPA Services, and that the receipt of ARPPA Services will be subject to the terms of Bank's Account Reconciliation and Positive Pay Service Agreement.

ACH Origination Module. This Module allows Users to submit Entry Files (as that term is defined in the ACH Service Agreement) to Bank via Online Banking. Customer acknowledges that it is aware that in order to access this Module, Customer must also have subscribed to Bank's ACH Services, and that the processing of Entry Files and the submission of Entries to an Automated Clearing House will be subject to the terms of Bank's ACH Service Agreement. The cutoff time for Same Day ACH transactions is 2:30 PM (Eastern Time) or such other time as Bank may communicate to Customer from time to time. The cutoff time for submission of non-Same Day Entry Files is 8:00 PM (Eastern Time) or such other time as Bank may communicate to Customer from time to time.

ACH Positive Pay Module. This Module allows Users to set up conditions on Accounts that determine whether an ACH debit transaction will be blocked or debited from Customer's Account. Customer acknowledges that it is aware that in order to access this Module, Customer must also have subscribed to either or both of Bank's ACH Debit Block and ACH Positive Pay Services and that the processing of blocking of ACH Debit Entries will be subject to the terms of Bank's ACH Debit Block Service Agreement and/or ACH Positive Pay Service Agreement.

Bill Payment Module. As described in more detail in the Bill Payment paragraph appearing later in this Agreement, this Module allows Users to pay bills online. Bank will only allow demand deposit account types (e.g. checking accounts) to be set up as funding Accounts for bill payments. Payments may be made through Online



TREASURY MANAGEMENT SERVICES eTREASURY+ SERVICE AGREEMENT

Banking to any payee that has a verifiable U.S. mailing address. However, Bank reserves the right to refuse to accept any entity as a payee and limit the dollar amount of bill payment transactions. With respect to Customer's bill payments, if a Customer's User identifies the payee both by name and by a unique identifier (e.g. bank account number of the merchant), Bank and any other financial institution participating in the funds transfer may rely solely on that unique identifier.

Deposit Escrow Module. This Module allows Users to manage client funds they are holding in escrow and provides escrow account reporting. Customer acknowledges that it is aware that in order to access this Module, Customer must also have subscribed to Bank's Deposit Escrow Sub Account Reporting Services, and that the management of Customer's escrow accounts will be subject to the terms of Bank's Deposit Escrow Sub Account Reporting Service Agreement.

Foreign Exchange Module. This Module allows Users to initiate foreign exchange transactions via Online Banking. Customer acknowledges that it is aware that in order to access this Module, Customer must also have entered into either an International Exchange Master Agreement or Spot Transaction Agreement with Bank, and that the execution of each foreign exchange transaction will be governed by the terms of those addendum (s) as well as such other documents as Bank may require. The cutoff time for submitting a foreign exchange order is 6:00 PM (Eastern Time) or such other time as Bank may from time to time communicate to Customer.

Incoming Wire Report Module. This Module allows Users to receive and view reports containing the details of electronic funds transfers received to an Account. Bank is not liable the delivery of the report in the event that the funds transfer was manually posted to an Account or for any other System related issue.

Loan Module. This Module allows Users to view the balance and activity associated with loan accounts made accessible on Online Banking. At the Bank's discretion, certain loan accounts may be able to be paid down and/or receive advances under the loan facility when using Online Banking.

Wire Transfer Module. This Module allows Users to submit Payment Orders (as that term is defined in the Funds Transfer Service Agreement instructions) to Bank via Online Banking. Customer acknowledges that it is aware that in order to access this Module, Customer must also have subscribed to Bank's Wire Services, and that all fund transfers will be subject to the terms of Bank's Funds Transfer Service Agreement. The cutoff time for submitting an international Payment Order via Online Banking is 6:00 PM (Eastern Time), the cutoff time for domestic Payment Orders is 6:30 PM (Eastern Time), or such other time(s) as Bank may from time to time communicate to Customer. Payment Orders submitted after the applicable cutoff time will be processed on the next succeeding Business Day.

Website Set-up. When Customer first sets up its access to Online Banking, Customer will need to select the Accounts it wishes to access through Online Banking. All Accounts entitled for access by Users on Online Banking are subject to review and approval by Bank. Bank reserves the right to limit access to Account(s) or revoke User access at any time with or without notice. Once an Account has been closed Bank reserves the right to delete it from viewing on Online Banking including viewing of history, transaction functionality and, if Customer has selected receipt of Account statements electronically, eStatements, on that Account. If Customer fails to access Online Banking for an extended period of time, Bank reserves the right, in its sole but reasonable discretion, to terminate Website access. After any such termination for non-use, should Customer wish to re-establish access to Online Banking, Customer acknowledges that Bank can require Customer to establish a new profile.

System and Hardware Requirements. Customer acknowledges it will need a personal computer (PC) with an internet connection to access Online Banking. In addition, a printer is highly recommended. A list of browsers currently supported by Online Banking can be found at <https://www.peoples.com/customer-support/online-system-requirements>. Bank is not responsible for any problems related to Customer's browser or its Equipment. Bank expressly disclaims any liability for computer viruses or any other problems that may be associated with the use of Online Banking. Customer is solely responsible for all charges by any Internet Service Provider as well as telephone and other telecommunication charges incurred in connection with use of Online Banking.

Primary Administrator, Selected Administrators, and Users. As part of the Set-up process, Customer must identify a Primary Administrator. The Primary Administrator is entitled to access all Modules and all Accounts



TREASURY MANAGEMENT SERVICES eTREASURY+ SERVICE AGREEMENT

available through Online Banking. The Primary Administrator has the authority and the responsibility for issuing User ID's and initial Passwords to individuals Customer wishes to be Users as well as limit the authority of Users within Online Banking and individual Modules. The Primary Administrator can also authorize one or more designated Selected Administrators who can be authorized to exercise the same powers as a Primary Administrator. After initial Set-up, the Primary Administrator can add, edit, or delete additional Users and assign Module level and Account level entitlements to Users. Customer agrees that it is solely responsible for the actions of its Primary Administrator and shall hold Bank harmless for any and all losses it may suffer as a result of the actions (or failure to act) of its Primary Administrator. For this reason, as an added security measure to help reduce the risk of loss, Bank strongly recommends Customer control the authority of its Primary Administrator by requiring a second level of approval for: (i) the designation of Users and/or Selected Administrators, or (ii) changes to User entitlements.

Customer's Primary Administrator also has the authority to remove or limit a User's access to Online Banking, but not the ability to revoke an individual's signing authority on Customer's Account(s). Therefore, Customer agrees that if it changes or removes a person as an authorized signer on Account linked to Online Banking (for example, at a Bank branch or by telephone), Customer must immediately review and make conforming changes to User access and authority on Online Banking.

Daily Limits, User Limits. For Modules which involve the transfer of funds, such as the Wire or ACH Modules, and if required pursuant to the terms of the underlying Service Agreement for that Module (e.g. ACH Service Agreement), Bank will set a Daily Limit which will limit the aggregate dollar amount of funds transfers Customer can initiate on a given Business Day. Within Customer's Daily Limit, Customer can assign each of its Users a User Limit which will limit the authority of a given User to initiate funds transfers above their assigned User Limit. The Primary Administrator is responsible for creating and/or modifying each User's User Limit(s) for each of those Modules for which limits are set. A User's User Limit may not exceed Customer's Daily Limit. Customer can request either a temporary or permanent increase or decrease to its Daily Limit by completing and submitting a Daily Limit increase request form via Online Banking. If Customer's Daily Limit is changed (either by Customer or Bank), in either case making it more restrictive than an individual User's User Limit, such User's User Limit will automatically be reset to Customer's Daily Limit.

Non-Customer Accounts. Bank offers as an optional service functionality which allows Customer to link non-Customer personal deposit and personal loan accounts to Online Banking. Customer acknowledges that Bank has informed it that if Customer elects to link non-Customer accounts to Online Banking, such non-Customer accounts may be accessible by all of Customer's Users. Customer also acknowledges that federal law requires banks to deliver periodic account statements to their account holders in either paper form or electronically (if the account holders' consent to electronic delivery). It is strongly recommended that the individual owner(s) of the non-Customer accounts subscribe to Bank's consumer online banking service and elect to receive their account statements electronically. If the individual owners of non-Customer accounts accessible through Online Banking do not subscribe to Bank's consumer online banking service including electronic statement delivery, as a courtesy the Customer has the option to elect electronic delivery of its statements for its non-Customer accounts via Online Banking, and the Bank will discontinue sending paper statements to the individual owners' most current mailing address according to Bank's records. Customer acknowledges and agrees that any User who has access to Online Banking has the authorization to set up electronic delivery of statements, and also make changes to the email address on file for Online Banking, where alerts regarding a new statement being available are delivered. If electronic delivery is not elected, the Bank will send paper statements for such non-Customer accounts, and Customer, if not the individual owner(s) agrees to inform the individual owner(s) of non-Customer accounts linked to Online Banking that, depending on the type of consumer deposit account they own, the individual owner(s) may incur a higher monthly fee for delivery of paper statements. Customer also agrees to notify the individual owner(s) of any contact information changes made in Online Banking which may delay or prevent the delivery of the notification that a new statement is available in Online Banking.

Adding Additional Accounts for Access through Online Banking. The Primary Administrator and/or any Selected Administrators may request that additional Accounts be added to Website, but only if such Primary or Selected Administrator is a signor on the Account that is to be added.



TREASURY MANAGEMENT SERVICES eTREASURY+ SERVICE AGREEMENT

All Account addition requests are subject to review and approval by Bank. If approved, the additional Account will be added to the list of Accounts accessible through Online Banking. After an Account is added, the Primary Administrator or a Selected Administrator must then issue authorizations to User(s) so that they can access the newly added Account. Adding additional Accounts to Online Banking may result in additional fee(s).

Under certain conditions Bank may permit Customer to place non-Customer accounts on Online Banking. For further information, Customer should contact their Bank Treasury Management representative.

BILL PAYMENT SERVICES

Customer can pay bills online by enrolling in the eTreasury+ Bill Payment Service. To use the eTreasury+ Bill Payment Service, Customer must identify, register and otherwise setup each individual or entity (each a "Payee") who Customer wishes to participate in the Bill Payment Service. Customer must also designate the Settlement Account(s) from which bill payments can be made. Bank will only allow demand deposit accounts, e.g. checking accounts, to be set up as Settlement Accounts for bill payments. Customer can only make payments through Online Banking to a Payee that has a verifiable U.S. mailing address. However, Bank reserves the right to refuse to accept any entity as a Payee and limit the dollar amount of Online bill payment transactions.

With respect to Customer's bill payments, if Customer identifies the Payee both by name and by a unique identifier (e.g., Customer's invoice number with the merchant), Bank and any other financial institution participating in the funds transfer may rely solely on that unique identifier. To credit a Payee, Bank reserves the right, in its sole discretion, to affect the funds transfer electronically.

Funds transfers to pay Customer's bills will be made in one of two ways: If a Payee is set up to receive payments electronically, Bank may send credit to the merchant via an ACH credit and Customer's account with the merchant can be credited quickly. Even though Bank will process this transaction type quickly, Bank suggests that Customer contact the merchant to confirm with the Payee when they will credit Customer's account after receipt of funds. To ensure a Payee has adequate time to credit a payment, Bank recommends that Customer submit a bill payment instruction to Bank a minimum of 5-6 Business Days BEFORE the due date provided by the Payee. However, many merchants are not set up to receive payments electronically. In these cases, Bank will create a physical check for the amount of the payment and sends it via first class mail to the address Customer submitted when it set up the Payee within the Bill Payment Module. In instances where payment is made by paper check, Customer's payment will only be reflected on the Payee's internal books and records after it physically travels to the Payee and is processed by the Payee's internal processes. Whether a payment is made by check or electronic transfer, Bank recommends as a guide that Customer allow a minimum of 5-6 Business Days for payments to be received and processed by the Payee.

Customer can schedule a bill payment with the Bill Payment Module for a date or dates in the future. For future dated payments, Customer's Settlement Account will be debited on the date the payment is scheduled to be sent, which will be earlier than the date the payment is received by the Payee. If more than one payment is scheduled for the same day, Bank will, in its sole discretion, determine the order in which these payments are processed. Each bill payment instruction Customer submits will receive a confirmation number. The confirmation number provided to Customer will be used to resolve any questions Customer may have regarding any transactions. Customer agrees to keep records of its bill payment transactions - including any confirmation numbers provided to Customer by Online Banking - and Customer further agrees that it may not and will not rely on Online Banking as the system of record for its bill payment transactions.

Customer also agrees it will ensure its Settlement Account has sufficient available funds to cover any bill payments Customer initiates. If there are insufficient funds in a Settlement Account on the day a bill payment is scheduled to be settled, the Settlement Account may become overdrawn. If a Settlement Account becomes overdrawn, Bank will notify Customer of how much money is required to be deposited to cover the overdraft. Customer agrees to reimburse Bank for the amount of any overdraft and any fee charged, if applicable, without delay. The amount of the overdraft fee is listed in our current Fee Schedule(s) related to the account(s) used to fund these transactions. Bank also reserves the right to refuse to process a bill payment request submitted through the Bill Payment Module if doing so would result in an overdraft in the Settlement Account.



TREASURY MANAGEMENT SERVICES eTREASURY+ SERVICE AGREEMENT

Any bills Customer has authorized for same day payment or for processing on a future date will appear in the PENDING section of the Bill Payment Module screen. Pending bill payments will only appear in the PENDING section of the Bill Payment Module until the end of Bank's processing day, after which point, they can no longer be canceled or changed.

E-Bill Services. If Customer subscribes to the Bill Payment Module, Customer also has the ability to use e-bill functionality within the Bill Payment Module to instruct individuals and entities from which Customer receives products and/or services (each a "Biller" and collectively "Billers") to submit bills, invoices or other statements of account to Customer electronically (collectively, "e-bills"), through Online Banking. Once a Biller is set up within Online Banking, e-bills from Customer's Billers will appear on Online Banking after a Biller submits their e-bill to Online Banking. Once an e-bill appears on Online Banking, Customer will be able to make payments to the relevant Biller through the Bill Payment Module. The presentment of an e-bill may vary from Biller to Biller and may take as much as sixty (60) days, depending on the billing cycle of the Biller in question. Please note, a Biller may continue to deliver paper copy(ies) of invoices, billing statements and other statements of account to Customer if a Biller so chooses. During the e-bill set up process, Customer will continue to be responsible to ensure its obligations to each Biller remains current. Please also note that the decision to participate in the e-billing process remains the sole decision of each Biller, some of whom may reserve the right to accept or deny a request to participate.

Customer Authorizations. As part of the e-billing process, information about Customer's bills may have to be obtained from a Biller. In most cases, Bank will have to use Customer's log-in credentials such as Customer's username, password, and other personal data to access a Biller's website to obtain this information. Customer agrees that Bank may rely on Customer's activation or use of e-bill for the electronic presentment of e-bills from its Billers as evidence of Customer's authorization for Bank to use Customer's log-in credentials to obtain e-bill data from the Biller in Customer's name and on Customer's behalf. By providing Bank with its log-on credentials, Customer agrees it has authorized Bank to use Customer's log-on credentials to obtain Customer's billing information from Billers, and Customer further appoints Bank as its agent for the purpose of setting up e-bill functionality. Customer also authorizes Bank to make payments in respect of e-bills by electronic, paper, or any other means that Bank deems appropriate.

Updating Customer Information. Please note that e-billing functionality is limited to accessing a Biller's website to obtain information about Customer's bills. E-billing functionality does not include updating or changing information about Customer such as Customer's name, address, telephone number, e-mail address, password, or username appearing on a Biller's website. If Customer wishes to update or change any of the information it has provided to a Biller, Customer will need to make those changes by contacting its Billers directly. Customer also agrees not to use someone else's information to gain unauthorized access to another person's accounts with a Biller. Customer hereby authorizes Bank to provide to each Biller information about Customer, such as Customer's e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic file for that Biller, for purposes of the Biller informing Customer about e-bill and/or billing information.

Notifications. Customer can set up e-mail Alerts within Online Banking so that it receives an Alert when an e-bill arrives and an Alert when payment is due. Notifications and reminders are solely for Customer's convenience; it is the sole responsibility of Customer to maintain an accurate e-mail address and to log onto Online Banking to check for the delivery or status of e-bills. Bank's sole obligation is to post on Online Banking all e-bills promptly after receipt from a Biller.

Cancellation of eBill Functionality. A Biller retains the right to cancel the presentment of e-bills at any time. If a Biller does so, Biller will re-commence delivering bills to you by other means, such as in a paper form by mail, and Customer will not receive and will not be able to pay those bills through Online Banking. Customer can cancel the receipt of e-bills from a Biller at any time. The timeframe for cancellation of e-bills will vary from Biller to Biller, and it may take as much as sixty (60) days, depending on the billing cycle of each Biller. If a Biller decides to cease sending Customer bills through the e-billing system, it is Customer's sole responsibility to plan for an alternative form of bill delivery. Customer agrees Bank will not be responsible for presenting any electronic bills that are already in process at the time of cancellation. Bank reserves the right to terminate, modify or change e-bill functionality and Bank will notify Customer of any such termination, modification or change as required by applicable law.



TREASURY MANAGEMENT SERVICES eTREASURY+ SERVICE AGREEMENT

Non-Delivery and Copies of eBills. Customer agrees to hold Bank harmless if a Biller fails to deliver an e-bills to Bank or Online Banking. Customer is solely responsible for ensuring timely payment of all its bills no matter their form. Although e-bill functionality includes the retention of Customer's e-bill history and information for up to eighteen (18) months, Bank recommends that Customer also save its e-bill information on its own internal computer or other record retention systems.

Accuracy and Dispute of eBill. Bank is not responsible for the accuracy of e-bills. Bank is only responsible for presenting to Customer the e-bill information Bank receives from Billers. Any discrepancies or disputes regarding the accuracy of an e-bill must be addressed between Customer and a Biller directly and independently of Online Banking.

Privacy. When e-bills are set up with Billers, Customer will be required to provide certain information to Bank that will be used during the process whereby a Biller is setup on the e-bills system. Customer agrees to hold Bank harmless for any later use or misuse of that information by a Biller and Bank recommends that any questions concerning the future use of information should be raised with such Biller directly.

Agreements with Billers. Customer must already be registered with each Biller for online access to a Biller's websites and/or to receive online bills from a Biller in order to be set up for receipt of e-bill services. Customer must also review each Biller's respective instructions and disclosures for receiving online bills. This Agreement does not alter Customer's liability or obligations that exist between Customer and its respective Billers, such as various billing agreements, the Billers' instructions for online bills, and each Biller's website terms and conditions. Customer acknowledges and agrees that it is solely responsible for determining whether e-bill services does or does not comply with the terms and conditions of its agreements with its Billers.

SECURITY PROCEDURES

Customer ID, User ID's, Passwords, Passcodes. In order to access Online Banking, a User must use a Customer ID, User ID, Password, Passcode (if applicable), and have a valid phone number on file. A unique Customer ID is assigned to Customer by Bank. During the set-up process, a unique User ID and initial Password is assigned by Bank to the Primary Administrator designated by Customer. Upon logging onto Online Banking for the first time Customer's Primary Administrator will be prompted to change their initial Password or (if applicable) register their Token in addition to receiving a one-time security code via telephone call or SMS text message. Upon subsequent logins to Online Banking, additional authentication may be required based on the results of the Device Profiling process. It is Customer's responsibility to ensure that the contact information provided by Customer within Online Banking remains current to ensure Bank can contact Customer. Bank will use the current contact details appearing in Bank's records within Online Banking to send Customer and its Users authorization information. Customer agrees it shall be solely responsible for any failure by Customer or any of its Users to receive authorization information based on a failure of Customer to update or otherwise fail to keep the contact information appearing on Online Banking current and accurate. Thereafter, the Primary Administrator is responsible for assigning User ID's and initial Passwords to individuals Customer wishes to appoint as Selected Administrators and Users. The first time a User logs onto Online Banking, the User will be required to authenticate their identity.

Bank reserves the right to require the use of a Passcode for any or all Users. All physical or digital devices provided to Customer that generate Tokens are for use only to access Online Banking. Customer agrees that it is solely responsible for ensuring the security and confidentiality of all User ID's, Passwords, and physical or digital devices which generate Tokens and is solely liable for their misuse. If Customer believes that any of its Customer ID's, User ID's, Passwords, or a physical or digital device which generates Tokens have been lost, stolen, or misused, or that there has been an unauthorized funds transfer into or out of an Account, **Customer agrees to promptly contact Bank to report any such loss, misuse, or unauthorized transfer.** Customer also agrees to notify Bank promptly whenever a User is no longer authorized to access Online Banking and return any physical or digital device which generates Tokens issued to such User.

Customer acknowledges that Customer is aware of the risks inherent in using computer systems connected to the Internet to store and transmit important business and financial information. In light of such risks, Customer



TREASURY MANAGEMENT SERVICES eTREASURY+ SERVICE AGREEMENT

agrees to install and maintain, throughout the term of this Agreement, up-to-date and commercially reasonable protective software, such as firewalls, antivirus, spyware, and monitoring software, to detect and prevent unauthorized access to the computer systems Customer may use to access the Service(s). Customer agrees to maintain a vigilant watch to defeat and avoid phishing, pharming, or other online attacks or fraudulent schemes that could compromise the security of Customer's access to Online Banking. Customer further agrees that absent Bank's intentional misconduct, it shall be solely liable for any losses it may suffer as a result of the infiltration, takeover, or other breach of Customer's computer and data systems.

Additional Security Procedures. Bank makes available to Customer a Security Checklist which Bank strongly recommends Customer review to determine what additional steps Customer should take in order put in place an added layer of security to mitigate fraud and financial loss. Bank reserves the right to require Customer to put in place additional Security Procedures as condition to providing (or continuing to provide) Online Services. Customer acknowledges that it is aware that if it declines to agree to use commercially reasonable Security Procedures offered by Bank, the Security Procedures it does agree to will be deemed to be commercially reasonable, even if the Security Procedures selected by Customer are not commercially reasonable.

Assistance to Bank. In the event Customer claims there has been an unauthorized transaction or other breach of Online Banking, Customer agrees that, unless applicable law requires otherwise, Bank has no obligation to re-credit Customer for any loss it has suffered until Bank has had an opportunity to fully investigate the alleged incident. Customer further agrees to cooperate with Bank in any such investigation. Customer also agrees to assist Bank and law enforcement authorities if Bank elects to pursue civil and/or criminal penalties against the party(ies) responsible for any unauthorized transactions. Such assistance may include, but not be limited to, filing reports and complaints with law enforcement and/or government agencies, giving statements under oath, providing any security that Bank may require, and providing such other proof as Bank may reasonably request.

Reliance on Instructions and Data. Customer agrees that it shall be solely responsible for ensuring compliance with any Security Procedures established by Bank or elected by Customer in connection with Online Banking and/or a Module, as such may be amended from time to time, and that Bank shall have no liability for any losses sustained by Customer as a result of any breach of a Security Procedure if Bank has substantially complied with such Security Procedure(s). If any Security Procedures are violated, Customer agrees to promptly notify Bank of any such breach. Customer agrees to be bound by an instruction submitted to Bank via Online Banking, whether or not authorized, if such instruction was submitted in its name and in conformity with the Security Procedures agreed upon between Bank and Customer. Customer acknowledges that a Security Procedure may be deemed to be commercially reasonable, even if such Security Procedure is not commercially reasonable, if Customer was offered but declined other commercially reasonable Security Procedures.

Customer shall transmit or deliver data and other information in the format and on the media as provided for in the applicable Website user guide or other instructions contained on Online Banking, or as otherwise required by Bank in conjunction with providing the Service(s) selected by Customer. Customer shall have the sole responsibility of ensuring the accuracy and correctness of all data so transmitted. Customer acknowledges and agrees that Bank will not be examining the data for correctness, and Bank shall not have any responsibility for detecting errors in any data transmitted by Customer. The data transmitted by Customer must be legible, correct, and complete. Bank shall not process, and Bank shall not be liable to Customer for failure to process, data if the data is not in the format specified by Bank or if the data is incomplete. Bank shall not be liable for errors or omissions caused by data rejected as the result of Customer's failure to provide data in accordance with the standards specified in the applicable Service Agreement, user guide(s) or other instructions.

Duty to Inspect. Customer is responsible for monitoring all Services provided by Bank, including each individual transaction processed by Bank. Customer acknowledges that in addition to providing Customer with periodic statements of Account activity, Bank communicates and makes available to Customer transactional information and Account activity reports in multiple ways and formats, which may vary in type and form depending on the Service(s) Customer subscribes to. With respect to Account activity and transaction information that is communicated or made available to Customer on Online Banking, including any Account or Service fees, Customer agrees to review such information promptly and notify Bank of any errors or other problems within ten (10) calendar days (or such other period as may be required by applicable law) after Bank has posted on Online Banking any such report, statement, or other material containing a description of the transaction which Customer



TREASURY MANAGEMENT SERVICES eTREASURY+ SERVICE AGREEMENT

believes to be erroneous, including any account analysis statement or online account information or notices. Except to the extent required by law, failure to notify Bank of an error or problem within such timeframe will relieve Bank of any and all liability for interest upon correction of the error or problem (and for any loss from any subsequent transaction involving the same error or problem). In the event Customer fails to report such error or problem within thirty (30) days after Bank made available such report, statement or online account information or notices, the transaction shall be deemed to have been properly authorized and executed and Bank shall have no liability with respect to any error or problem, even if such information subsequently appears on a periodic statement of Account activity and Customer reports the error within the timeframe set out in the BDAC. Customer agrees that its sole remedy in the event of an error by Bank in the implementation or execution of any selection, request or order from Customer shall be to have the Bank correct the error within a reasonable period of time after discovering the error or receiving notice of the error from Customer.

Bank's Right to Limit Frequency and Dollar Amount of Transactions. Customer acknowledges and agrees that Bank has the right, for security and other reasons, to limit the frequency and/or dollar amount of transactions in respect of any Account.

Financial Information and Audit. Upon request by Bank, Customer hereby authorizes Bank to enter Customer's business premises for the purpose of ensuring that Customer is in compliance with the terms of this Agreement, applicable laws and regulations, NACHA Rules, and Customer specifically authorizes Bank to perform an audit of Customer's operational controls, risk management practices, staffing and the need for training and ongoing support, compliance with NACHA Rules and this Agreement, and information technology infrastructure. Customer hereby acknowledges and agrees that Bank shall have the right to mandate specific internal controls at Customer's location(s) and Customer shall comply with any such mandate. In addition, Customer hereby agrees to allow Bank to review available reports of independent audits performed at Customer's location(s) related to information technology, the Services, and any associated operational processes. Customer agrees that if requested by Bank, Customer will complete a self-assessment of Customer's operations, management, staff, systems, internal controls, training, and risk management practices that would otherwise be reviewed by Bank in an audit of Customer. If Customer refuses to provide any requested information, or if Bank concludes, in its sole discretion, that the risk of Customer is unacceptable, if Customer violates the Service terms and conditions or NACHA Rules, or if Customer refuses to give Bank access to Customer's premises, Bank may terminate this Agreement according to the provisions hereof.

Documentation Relating to Online Banking. Bank will deliver all documents, correspondence and Tokens (if applicable) relating to Online Banking and Customer's User(s) at Customer primary business address as it appears in Bank's books and records. Customer's Customer ID, User ID's and Passwords will be delivered either through an encrypted email message to an authorized User or via U.S. mail. Tokens (if applicable) will be delivered through Bank's delivery service. All other notices, documents and correspondence related to Online Banking (collectively the "**Documentation**"), including without limitation, any changes or supplements to this Agreement shall be delivered to Customer's primary business address or via online alerts or posting and/or encrypted email messages. Bank reserves the right to deliver certain Documentation electronically through email and Customer agrees to accept notices and other Documentation electronically. If non-Customer accounts are accessible via Online Banking, the delivery of Documentation to Customer shall be deemed to be delivery of Documentation to all non-Customer owners of such non-Customer accounts. Customer agrees that encrypted or secure email delivery methods provide sufficient security for Documentation delivery. Customer acknowledges that it is solely responsible and agrees to hold Bank harmless and free from liability if the contact details or other Customer information stored on Online Banking are not current and accurate. Bank's only obligation will be to deliver correspondence and other informational communications related to Online Banking to the Customer contact information appearing on Online Banking and Customer agrees Bank shall have no liability for Customer's failure keep all Customer information stored on Online Banking current and accurate.

Periodic Statements or Documents / Electronic Statements or Documents. Customer's periodic statements or documents, including but without limitation deposit account statements, loan statements, stop payment notices, rate change notices, etc. can be made available to access via Online Banking. The periodic deposit and loan statements of accounts will include Account activity initiated via Online Banking, as well as Customer's other Account activity. If Customer's Primary Administrator or a Selected Administrator instructs Bank to make available statements or documents of account electronically via Online Banking, Customer acknowledges and agrees that



TREASURY MANAGEMENT SERVICES eTREASURY+ SERVICE AGREEMENT

paper versions of those statements or documents of account will no longer be produced and mailed to Customer and that electronic availability of said statements or documents via Online Banking will be the only method of receiving or retrieving these statements or documents from Bank. Customer further acknowledges and agrees that its duty to promptly review all statements or documents of account activity shall remain in full force and effect even if a statement or document of account activity is only made available electronically and not mailed, and further acknowledge that if Customer fails to notify Bank in writing of any error appearing on an electronic statement or document within thirty (30) days of the day such statement or document was made available online, all transactions, and items appearing on that statement or document shall be deemed correct and Bank shall have no liability to Customer or any third party in respect of any losses related to any error or other matter appearing on any such statement or document.

Notices. All written notices to Bank shall be delivered or mailed to the address designated by Bank from time to time. Notices and communications from Bank to the Customer regarding any Service or any change to this Agreement may be made orally, in writing, postage prepaid by first class mail, or hand-delivered, or may be delivered electronically, by facsimile or email, or via Online Banking. Customer agrees that Bank's notice to any agent, signer on any Account, or User is notice to Customer.

Customer agrees that Bank may send notifications regarding changes in the terms of this Agreement and other notifications regarding any applicable Service to Customer in electronic form, either by posting such information, disclosures, and notices on Online Banking or by transmitting them, or notice of the availability thereof at Online Banking, to any email address that Customer has provided in connection with its use of Online Services. Customer shall be deemed to have received electronic notices one (1) Business Day after Bank posts them at Online Banking or transmits them, or notice of the availability thereof at Online Banking, to Customer's email address, as applicable, whether or not Customer has retrieved them by that time. Customer agrees to frequently and regularly retrieve its email and review posted messages and information at Online Banking to ensure that Customer is aware of current terms, conditions, and information relating to the Services. Bank reserves the right at any time, in its discretion, to mail to the address of Customer that appears in its records, or otherwise transmit to Customer pursuant to any other method to which Customer has agreed in connection with Customer's Account(s), paper copies of any information, disclosures, or notices relating to the Services in lieu of or in addition to electronic versions thereof. Customer agrees that it will be deemed to have chosen to, accept the changes by continuing or declined the changes by discontinuing, the Online Services to which such changes relate. Customer is responsible for ensuring all information on file for Services is complete and accurate and is responsible for monitoring changes in information. Customer agrees to notify Bank of any unauthorized changes to information on file promptly. Customer agrees to notify Bank promptly of any changes to contact information. If Customer does not notify Bank, Customer agrees to hold Bank harmless from any consequences, including financial loss, resulting from its failure to notify Bank of the change in Customer's mailing, email address, phone number(s), or other contact information. If the Customer rejects any such change, in writing, then the affected Service shall automatically terminate.

Amendments. Unless applicable law provides otherwise, Bank may at any time, with or without notice, amend this Agreement including replacing this Agreement in its entirety with a new agreement. Bank may amend any fee schedules at any time and will give written notice to Customer of any changes in such fee schedules, to the extent that such changes adversely affect Customer, no later than thirty (30) Business Days before such changes go into effect.

Automatic Amendment to Comply with Applicable Law. No representation or statement not expressly contained in this Agreement shall be binding upon Bank or Customer. In the event the performance of any Services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulations or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation, or policy, and Bank shall incur no liability to Customer as a result of such violation or amendment.

Overdraft, Right of Set-Off. Bank may, but shall not be obligated to, complete any transaction in connection with providing Online Services if there are insufficient funds in Customer's Account(s) to complete the transaction. In the event any actions by Customer results in an overdraft in any Customer Account, including but not limited to the Customer failure to maintain sufficient balances in any Account, Customer shall be responsible



TREASURY MANAGEMENT SERVICES eTREASURY+ SERVICE AGREEMENT

for repaying any overdrafts immediately without notice or demand. To secure the payment and performance of Customer's obligations set forth herein, Customer grants to Bank a security interest in and pledges and assigns to Bank all of Customer's right, title, and interest in the following described property, whether now owned or hereafter existing or acquired and wherever located: (i) all Accounts, monies, instruments, savings, checking, and other accounts of Customer (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties if so assigned) that are now or in the future in Bank's custody or control; (ii) any other collateral described in any security instrument securing the obligations of Customer to Bank under this Agreement or any other obligation of Customer to Bank; and (iii) all proceeds and products of the property as well as any replacements, accessions, substitutions, and additions to any of the above. Customer hereby acknowledges and agrees that Bank shall have a right of set-off and may offset and charge against any and all of Customer's accounts, any liability, obligation, or indebtedness of Customer to Bank, including, without limitation, any line of credit, loan, or other extension of credit made by Bank to Customer and the amount of any fees, returns, refunds, and other charges owed by Customer to Bank.

Service Availability. Access to certain Online Services may be unavailable without notice at certain times for the following reasons:

- (i) **Scheduled Maintenance.** There will necessarily be periods when the systems supporting Online Services require maintenance or upgrades, resulting in certain Services becoming unavailable. These typically occur from 7:00 pm to 3:00 am (Eastern Time), but may occur at other times, as well. Customer may be able to access Account information during such maintenance periods; however, Customer will only be able to view Customer's information. Customer will not be able to schedule payments or transfers, or change information or settings, including Users, usernames, passwords, or personal identification numbers, during such maintenance periods.
- (ii) **Unscheduled Maintenance.** Access to a Module may be unavailable when unforeseen maintenance is necessary. This can happen at any time.
- (iii) **System Outages.** Major unforeseen events, such as earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages may interrupt Service availability.

Bank Liability. Except to the extent required by law, the liability of Bank in connection with Online Services will be limited to actual damages sustained by Customer and only to the extent such damages are a direct result of Bank's gross negligence, willful misconduct, or bad faith. Under no circumstances shall Bank be liable for any incidental, consequential, special or punitive damages, including but not limited to attorneys' fees, even if it had been advised of the possibility of such damages. Bank's aggregate liability to Customer for all losses, damages, and expenses in connection with any single claim shall not exceed THE LESSER OF (1) CUSTOMER'S ACTUAL DAMAGES OR (2) THE TOTAL AVERAGE MONTHLY BILLING ACTUALLY PAID BY CUSTOMER AND RECEIVED BY BANK FOR ONLINE SERVICES DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED (OR SUCH FEWER NUMBER OF PRECEDING MONTHS AS THIS AGREEMENT HAS BEEN IN EFFECT), WHICH SHALL BE DETERMINED BY THE EARLIER OF THE DATE WHEN CUSTOMER FIRST BECAME AWARE OF THE CLAIM OR THE DATE WHEN, THOUGH THE EXERCISE OF REASONABLE CARE, CUSTOMER REASONABLY SHOULD HAVE BECOME AWARE OF THE CLAIM. This Agreement is only between Bank and Customer, and Bank shall have no liability hereunder to any third party.

Bank shall have no liability or responsibility to Customer with regard to any other matter, including, without limitation, its failure to honor a transaction if an Account has insufficient available funds, its negligence, or breach of contract (unless it constitutes gross negligence or willful misconduct), any act or omission of any third party including any automated clearinghouse, any other financial institution, including a Federal Reserve Bank, SWIFT, and NACHA. Customer agrees that Bank, its employees, agents, Affiliates, attorneys, or contractors (collectively the "**Bank Parties**") shall not be liable for any loss, damage or injury caused by the any failure of the hardware or software utilized by a third party to provide Services to Customer. Bank shall have no liability to Customer for any nonperformance, damages, or losses due to strike, breakdowns (including mechanical and electrical), non-functioning of equipment, impossibility of performance, incompatible software or hardware, electronic data corruption, action or inaction of governmental, civil or military authority, fire, strike, lockout or other labor disputes, flood, hurricane, war, riot, theft, earthquake, natural disaster, default of common carriers or vendors or third-party networks, suspension in payments by another financial institution, or other causes or circumstances beyond Bank's reasonable control, sometimes known as Force Majeure.



**TREASURY MANAGEMENT SERVICES
eTREASURY+ SERVICE AGREEMENT**

Bank will not be liable for: (i) the failure of Customer to maintain the security of its systems or any security procedure, (ii) Customer's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal, or due authorization of any instruction received from Customer, (iii) nonperformance, malfunction, or incompatibility of Customer's hardware or software, or the malfunction of the information reporting system beyond Bank's reasonable control, (iv) any cause except the gross negligence or willful misconduct of Bank, (v) acts and omissions of transferee institutions and their personnel, (vi) Bank's inability to confirm to its satisfaction the ability of any person to act on Customer's behalf, or (vii) any and all claims or damages resulting from, or related to, any computer virus, unauthorized intrusion or related problems that may be associated with using electronic mail, the Internet, or Customer's equipment.

THE BANK PARTIES WILL NEVER BE LIABLE OR RESPONSIBLE FOR CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES OR LOSSES, INCLUDING, ATTORNEYS' FEES, LOST EARNINGS, OR PROFITS (WHETHER THE CLAIM IS IN CONTRACT, TORT, OR OTHERWISE, AND WHETHER OR NOT ANY OF THE BANK PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES) AND INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM BANK'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.

Any claim, action or proceeding against Bank for losses or damages arising from Online Services, must be brought within one (1) year from the date of the act or omission by Bank.

The preceding five paragraphs shall survive the termination of this Agreement.

Customer shall be responsible for compliance with all rules and regulations of any local, state, or federal entity, NACHA Rules, and with all operating procedures of Bank which are communicated to Customer to the extent the same are applicable to Customer. Customer agrees it and courier will be responsible for all loss recovery procedures and processes, although Bank will undertake reasonable efforts to facilitate loss recovery.

Indemnification of Bank. CUSTOMER WILL INDEMNIFY AND HOLD THE BANK PARTIES HARMLESS FROM ANY CLAIM, LOSS, PENALTY, ASSESSMENT, COST OR DAMAGE, WHETHER IN CONTRACT OR IN TORT (INCLUDING REASONABLE ATTORNEYS' FEES), AND ARISING OUT OF ANY ERRORS, NEGLIGENCE, ACTION, NON-ACTION, OR INVOLVEMENT BY CUSTOMER OR THE BANK PARTIES, OR THEIR RESPECTIVE OFFICERS (INCLUDING INDIVIDUALS PORTRAYING THEMSELVES AS OFFICERS), EMPLOYEES, AGENTS, AFFILIATES, CONTRACTORS, AND ATTORNEYS, UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SERVICE(S) PROVIDED BY BANK OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THOSE ASSERTED BY THIRD PARTIES FOR REIMBURSEMENT OR DAMAGES, THOSE RESULTING FROM A BREACH OR NONCOMPLIANCE OF SUCH RULES, REGULATIONS, OR OPERATING PROCEDURES BY CUSTOMER, THOSE RESULTING FROM THE DELAY OF ANY CLEARINGHOUSE OR ANY FINANCIAL INSTITUTION OTHER THAN BANK IN CREDITING, OR THE FAILURE OF SUCH INSTITUTION TO CREDIT THE AMOUNT OF ANY TRANSACTION, AND THOSE WHICH ARISE OUT OF OR UNDER THE ELECTRONIC FUNDS TRANSFER ACT, ANY APPLICABLE STATE ELECTRONIC FUND TRANSFER RULES OR REGULATIONS, THE NACHA RULES, OR ANY RULES OR GUIDELINES OF ANY AUTOMATED CLEARINGHOUSE, except that such indemnification by Customer of the Bank Parties shall not apply to those losses caused solely by Bank's gross negligence or willful misconduct. Customer agrees to hold the Bank Parties harmless from any and all losses, costs, suits, expenses, liabilities, damages, and attorneys' fees arising from or related to Bank acting in good faith in accordance with instructions or information if it has followed received in substantial conformity with agreed upon security procedures and agrees that Bank assumes no responsibility beyond its duty to exercise ordinary care. Customer shall indemnify Bank for any loss or liability from the breach of any of the warranties of an originating bank caused by Customer for any entries initiated by Customer. Customer agrees to hold the Bank Parties harmless for all damages resulting from Customer's failure to follow all of its or Bank's security procedures and the terms of this Agreement.

The preceding paragraph shall survive the termination of this Agreement.

NO REPRESENTATIONS OR WARRANTIES. EXCEPT AS REQUIRED BY LAW, ONLINE SERVICES ARE



TREASURY MANAGEMENT SERVICES eTREASURY+ SERVICE AGREEMENT

PROVIDED FOR CUSTOMER'S BENEFIT "AS IS" AND "WHERE IS," AND BANK MAKES NO REPRESENTATIONS, WARRANTIES, AGREEMENTS, OR GUARANTEES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE INCLUDING, WITHOUT LIMITATION (1) ANY REPRESENTATIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO ANY ITEMS OR SERVICES PROVIDED BY BANK TO CUSTOMER, (2) ANY WARRANTIES ARISING UNDER THE UNIFORM COMMERCIAL CODE, (3) ANY WARRANTIES WITH RESPECT TO COMPLIANCE WITH THE ELECTRONIC FUNDS TRANSFER ACT OR REGULATION E OF THE CONSUMER FINANCIAL PROTECTION BOARD, (4) THE NACHA RULES OR ANY RULE OR REGULATION OF ANY AUTOMATED CLEARINGHOUSE SYSTEM, OR (5) ANY STATE ELECTRONIC FUNDS TRANSFER STATUTE OR REGULATIONS INCLUDING THE UNIFORM COMMERCIAL CODE. NO DESCRIPTIONS OR SPECIFICATIONS OF THE SERVICES SHALL CONSTITUTE REPRESENTATIONS OR WARRANTIES OF ANY KIND.

ACCOUNT BALANCES ARE SUBJECT TO CHANGE PERIODICALLY THROUGHOUT EACH BUSINESS DAY DUE TO THE TIMING OF TRANSFERS AND OTHER BANKING TRANSACTIONS. BANK MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OF ANY INFORMATION CUSTOMER RECEIVES WHEN ACCESSING INFORMATION ABOUT ITS ACCOUNT(S). BANK DOES NOT GUARANTEE THE TIMELINESS, SEQUENCE, ACCURACY, ADEQUACY, OR COMPLETENESS OF ANY SUCH INFORMATION. BANK GIVES NO EXPRESS OR IMPLIED WARRANTIES (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE) WITH RESPECT TO THE INFORMATION OR SERVICES.

Information Sharing. Customer agrees Bank may share information with Affiliates about Accounts or Services for regulatory compliance, credit decision-making, marketing of Bank or Affiliate products and services, administrative, and other banking purposes.

Customer's Affiliates. In the event Customer provides access to Online Banking to Users who are not directly employed by Customer, for example employees of an Affiliate of Customer, Customer agrees it will, and will require its Affiliate(s) to, enter into such additional agreement(s) with Bank as Bank requests in order to ensure Customer's Affiliate(s) are subject to the terms of this Agreement and that Customer shall be jointly and severally liable for such Affiliate's obligations under this Agreement. Customer hereby represents and warrants to Bank that any and all transfers and commingling of funds between Customer and its Affiliate(s) as may be required or permitted by any Service or requested by Customer or its Affiliate(s), and all other aspects of the performance hereby by Bank, Customer and its Affiliate(s), have been duly authorized by all necessary parties, including, without limitation, the owner of each Account. Customer has obtained and shall maintain in its regular business records and make available to Bank upon reasonable demand, for a period of seven (7) years after termination of the applicable Service, adequate documentary evidence of such authorization from the owner of each Account, executed by the duly authorized officer(s) of each owner, and Customer further represents and warrants that each transfer or commingling of funds between Customer and its Affiliate(s) authorized hereunder are not in violation of any agreement, by law or board resolution of Customer or any of its Affiliates, nor is it in violation of any applicable federal, state, local law, regulation, of any decree, judgment, order of any judicial or administrative authority. Each representation and warranty contained in this Agreement shall be continuing and shall be deemed to be repeated upon Bank's performing each transfer and commingling of funds authorized hereunder.

Prohibited Transactions. Customer agrees not to use or attempt to use any Service(s) (i) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (ii) to breach any contract or agreement by which Customer is bound, (iii) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or (iv) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. Customer acknowledges and agrees that Bank has no obligation to monitor Customer's use of any Service for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Bank reserves the right to decline to execute any transaction or activity and/or shut down Service(s) if Bank believes such activity violates the terms of this Agreement or any applicable law, or puts the bank at risk of loss.

Confidentiality. Customer data required to be submitted to Bank pursuant to the receipt of Services will be safeguarded by Bank, and no specific data regarding Customer's business shall be released to anyone other than Customer without express written permission unless Bank shall be required to do so by governmental authority. For



TREASURY MANAGEMENT SERVICES eTREASURY+ SERVICE AGREEMENT

all purposes related to this Agreement, the parties agree that Bank's duty of care and its obligation to Customer with respect to ordinary care or maintenance of any processing or other services performed by (or records retained by) Bank shall be satisfied so long as the Bank exercises the same standard of care with respect to Customer's records as the Bank uses in connection with its own sensitive information.

Relationship of Parties. Customer and Bank acknowledge and agree that the relationship of Bank and Customer is that of an independent contractor and that this Agreement does not establish or create a general agency, joint venture, partnership, fiduciary, or employment relationship between them.

Customer acknowledges and agrees that Bank may arrange for any Services covered by this Agreement to be provided by unaffiliated third parties or by Bank Affiliates. Customer further agrees that any unaffiliated third party or any Bank Affiliate is a third-party beneficiary of this Agreement, and as such is entitled to rely on and avail itself of, the provisions of this Agreement, including, without limitation, the limitations on liability and the indemnities described in this Agreement and any applicable Service Agreement. Bank's ability to provide certain Services may be dependent upon Bank's ability to obtain or provide access to third-party networks. In the event that any third-party network is unavailable, or Bank determines in its sole discretion, that Bank cannot continue providing any third-party network access, Bank may discontinue the related Service or may provide the Service through an alternate third-party network. In such situations, Bank shall have no liability for the unavailability or delay of access.

Termination. This Agreement will continue in full force and effect until terminated by either party upon thirty (30) Business Days prior written notice to the other party, provided that Customer may terminate this Agreement immediately upon receipt of notice from Bank of a change in the provisions of this Agreement that is not acceptable to Customer, provided that any such termination shall not be effective until Bank has received it and had a reasonable opportunity to act on it. If Customer elects to terminate access to a given Module, this Agreement shall remain in full force and effect. Notice of a party's intent to terminate this Agreement shall also constitute notice of termination with respect to access to all Modules.

Except for a termination due to Customer's rejection of a change in the provisions of this Agreement, if Customer provides notice to Bank of its intention to terminate this Agreement, such termination shall not be effective until it is actually received by and acknowledged by Bank. Since a Service cancellation request can take several business days to process, Customer should cancel all outstanding payment or transfer orders or other pending transactions, in addition to notifying Bank of its desire to terminate this Agreement. Bank will not be liable for payments, transfers, or other transactions not cancelled or payments, transfers or transactions made due to the lack of proper notification by Customer of the Service termination or discontinuance for any reason. All provisions relating to the obligation to pay fees for Services performed prior to termination, indemnification, limitations of liability, and confidential information will survive termination. Even if this Agreement or any or all of the Services are terminated under this subsection, this Agreement shall continue in full force and effect as to all transactions that Bank began processing before such termination.

Notwithstanding the foregoing, Bank may, without prior written notice, terminate this Agreement or suspend access to any Module:

- i. Customer or Bank closes all Accounts or with respect to a Module, any Account established in connection with such Modules, Customer fails to maintain adequate available balances in its Account(s), or Customer fails to pay an overdraft of any kind (other than an overdraft created solely by Bank error);
- ii. Customer has failed to maintain a financial condition deemed reasonably satisfactory to Bank to minimize any credit or other risks to Bank in providing Services to Customer, including the commencement of a voluntary or involuntary bankruptcy or relief of debtors;
- iii. There is an event of material breach, default in the performance or observance of any term, breach of any representation or warranty contained in this Agreement by Customer, or if any certification or statement of fact made by Customer or any User shall prove to be incorrect or misleading as of the date made in any respect deemed material by Bank;
- iv. There is an event of a default by Customer in any other agreement with Bank or any Bank Affiliate;
- v. There has been a seizure, attachment, or garnishment of Customer's deposit accounts, assets, or other properties;



**TREASURY MANAGEMENT SERVICES
eTREASURY+ SERVICE AGREEMENT**

- vi. Bank reasonably believes that the continued provision of Services in accordance with the terms of this Agreement would violate federal, state, or local laws or regulations, or would subject Bank to unacceptable risk of loss.

In the event of any termination hereunder, all fees due to Bank under this Agreement or fee schedule, as of the time of termination, shall become immediately due and payable.

In order to protect the Customer or the Bank from financial loss, Bank may suspend or terminate Customer's access to Online Banking or any Module at any time, effective immediately upon Bank's determination that such termination or suspension is warranted. Bank shall use reasonable efforts to give notice of any such suspension or termination to Customer promptly and will then provide written confirmation of the suspension or termination if the initial notice of suspension or termination was not communicated in writing. If Bank suspends access to a Module pursuant to this provision, Customer agrees to work with Bank to alleviate the risk(s) Bank has identified.

Upon termination of any or all of the Services by Bank or Customer under this Agreement, all computer software licenses, if any, granted by Bank to Customer with respect to all terminated Services shall automatically terminate. Customer shall immediately return to Bank the original and all copies made of all computer software programs licensed by Bank to Customer and all other documentation or materials provided to Customer by Bank in connection with the terminated Service(s). All sums or fees Customer owes to Bank for any Service shall be due and payable in full immediately upon the termination of the Services.

This Agreement shall be binding upon and inure to the benefit of Bank and Customer and their respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against Customer or Bank under this Agreement including any Service Agreements.

Governing Law. This Agreement and each Service Agreement shall be construed and enforced in accordance with and governed by the laws of the state of New York, including the Uniform Commercial Code, except to the extent the Federal law is controlling or provides greater rights or remedies to Bank. ACH services shall also be governed by all applicable state or federal laws, rules, and regulations affecting the use of checks, drafts, and ACH transactions, including, but not limited to, rules and procedural guidelines established by the Federal Trade Commission, the NACHA Rules and the rules of any other clearing house organization. These laws, procedures, rules, regulations, and definitions shall be incorporated in this Agreement by reference.

Compliance. Customer shall comply with all existing and future operating procedures used by Bank for processing of transactions initiated using any Module or Service. Customer further agrees to comply with all applicable laws, regulations, rules, and orders to which it is subject, including, without limitation, rules and regulations promulgated by any money transfer systems or clearing houses used by Bank in providing Services to Customer. It shall be the responsibility of Customer to ensure that each funds transfer initiated through Online Banking complies with all applicable laws, rules, and regulations. This includes, but is not limited to, the Expedited Funds Availability Act and its implementing Regulation CC, Check Clearing for the 21st Century Act, all Operating Circulars promulgated by the Board of Governors of the Federal Reserve System and regulations and sanctions enforced by the Office of Foreign Assets Control ("OFAC"). Customer agrees that it will not transmit to, from, or on behalf of any party subject to OFAC sanctions. Customer acknowledges and agrees that Bank is subject to OFAC rules involving the movement of funds. Customer agrees to hold Bank harmless and that Bank shall have no liability to Customer or any third party for any loss, liability, or expense resulting from Bank's delay in processing a transaction due to OFAC sanctions screening. Bank undertakes no obligation to make any payment under or otherwise implement or process any instruction or transfer of funds if there is any involvement by or nexus to an OFAC sanctioned party, whether directly or indirectly. Further information regarding OFAC sanctions is available on the OFAC website.

Attorney's Fees. In the event of any conflict pertaining to the subject matter of this Agreement in addition to any remedies provided in this Agreement or by applicable law, the prevailing party shall be entitled to recover all costs and expenses incurred by the prevailing party in defending itself or in enforcing its rights, including, without limitation, court costs, fees of consultants, and reasonable attorneys' fees.



**TREASURY MANAGEMENT SERVICES
eTREASURY+ SERVICE AGREEMENT**

Jury Trial Waiver and Participation in a Class Action. Bank and Customer each agree that neither Bank nor Customer shall: (i) seek a jury trial in any lawsuit, proceeding, counterclaim, or any other action based upon, or arising out of, this Agreement, or any Account or the dealings of the relationship between Bank and Customer, (ii) seek to consolidate any such action with another in which a jury trial cannot be or has not been waived, or (iii) participate in a class action in any lawsuit, proceeding, counterclaim, or any other action based upon, or arising out of, this Agreement, or any Account or the dealings of the relationship between Bank and Customer. The provisions of this paragraph shall be subject to no exceptions. Neither Bank nor Customer has agreed with or represented to the other that the provisions of this paragraph will not be fully enforced in all instances. Bank and Customer each acknowledge that this waiver has been knowingly and voluntarily made.

Headings. The headings and captions contained herein are included only for convenience of reference and do not define, limit, explain, or modify this Agreement or its interpretation, construction, or meaning.

Severability. Should any provision of this Agreement contravene or conflict with any applicable present or future law or regulation of any regulatory agency, or should any provision be held invalid or unenforceable by a court or regulatory body of competent jurisdiction, then each such provision shall be void. This Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation, or policy and all other provisions of this Agreement shall remain in full force and effect. Bank shall not incur any liability to Customer as a result of such violation or amendment.

Waiver. No waiver by Bank (whether or not in writing) of any term, condition, or obligation of Customer shall bind Bank to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.

Binding Effect. This Agreement shall inure to the benefit of and be binding upon the successors, trustees, and permitted assigns of the parties hereto.

Entire Agreement. This Agreement, fee schedules, user guides, and other agreements related to the Services constitute the entire agreement between the parties hereto concerning the subject matter hereof and thereof. All contemporaneous written agreements or understandings concerning the subject matter hereof are merged into this Agreement.

Transfers and Assignments. Customer cannot transfer or assign any rights or obligations under this Agreement without Bank's written consent. Bank may assign its rights and delegate its duties under this Agreement to an Affiliate or to a third party.

Cooperation in Loss Recovery Efforts. In the event of any damages for which Bank or Customer may be liable to each other or to a third party pursuant to the Services provided under this Agreement, Bank and Customer will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party. Customer will promptly furnish written proof of loss to Bank and notify Bank if it becomes aware of any third-party claim related to a Service.

Tapes and Records. All Entries, security procedures and related records used by Bank for transactions contemplated by this Agreement shall be and remain Bank's property. Bank may, in its sole discretion, make available such information upon Customer's request. Any expenses incurred by Bank in making such information available to Customer shall be paid by Customer.

Recording and use of Communications. Customer and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means. Bank shall not be obligated to make such recordings.

Construction. This Agreement is an agreement between parties who are experienced in sophisticated and complex banking and commercial matters similar to the transactions contemplated by this Agreement, is entered



**TREASURY MANAGEMENT SERVICES
eTREASURY+ SERVICE AGREEMENT**

into by both parties in reliance upon the economic and legal bargains contained herein, and shall be interpreted and construed in a fair and impartial manner, without regard to such factors as the party which prepared the instrument or drafted any provision thereof, the relative bargaining powers of the parties or the domicile of any party.

Order of Precedence. If there is a conflict between the terms of this Agreement, and any Service Agreement, the documents will govern in the following order unless expressly stated otherwise; the applicable Service Agreement, this Agreement, and then any updates thereafter.

Further Assurances. The parties agree to execute and deliver all additional documents and give all further assurances reasonably necessary to carry out the intent of the parties with respect to this Agreement and the Services.

Continuing Obligations. Notwithstanding other survival provisions, the following obligations shall survive the expiration or termination hereof: (i) any and all limitations of liability and indemnities granted by either party herein, (ii) any covenant granted herein for the purpose of protecting the intellectual property rights of either party or any remedy for breach thereof, and (iii) the payment of taxes, duties, or any money to either party hereunder.