



TREASURY MANAGEMENT  
SERVICES MASTER AGREEMENT

March 2024

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## GENERAL PROVISIONS

### Acceptance of Terms and Conditions

In this Treasury Management Services Master Agreement (this "Agreement" or "Master Agreement"), the terms "financial institution," "Bank," "we," "us" and "our" refer to **Seacoast National Bank**. The terms "Customer," "client," "you" and "your" refer to each person who has an interest in an account or other relationship. Capitalized terms used in this Master Agreement and any additional or supplemental agreements, schedules, addenda, forms, or other documents as a part of this Master Agreement are defined in the Glossary or in the sections in which they are used. The Master Agreement sets out your rights, responsibilities, and obligations, and our rights, responsibilities, and obligations, with respect to any and all Services we may provide to you from time to time. By signing this Master Agreement you acknowledge that you shall not initiate any transactions that violate the laws of the United States.

By enrolling for the use of any Service, or by using or allowing any others to use any Service in relation to any Account (as an Administrator, Authorized User or otherwise), Customer accepts and agrees to the terms and conditions of this Treasury Management Services Master Agreement (the "Master Agreement" or "Agreement"), including any Product Schedule and Additional Documents we may provide to you from time to time. The Master Agreement replaces any prior agreements for the Services described below. Your continued use of the Services after notice of any changes or amendments to this Master Agreement, or any Additional Documents applicable to any Service, shall constitute your acknowledgement of review and acceptance of such agreements as changed or amended. Our records on when we provide or make available to you Additional Documents will be deemed correct and accurate.

### Services Approval

Your approval for use of any Service may be subject to underwriting criteria established by us from time to time. If we require application of underwriting criteria for your approval for use of a Service, we will communicate to you the nature and content of that criteria and the information you will be required to provide to us. You agree to provide to us such financial, business, and operating information as we may reasonably request in connection with our underwriting review and approval process.

We are under no obligation to approve you using any Service. The decision to approve your use of any one or more Services is within our sole discretion. Our records will be conclusive as to the Services we approve you using from time to time and the dates on which we approve your use of such Services. For the purpose of the Master Agreement, we will be deemed to have approved your use of a Service on the date we complete the activation of the Service for you on our system, and once that occurs, we will be providing such Service to you.

### Consent to Contract Electronically

This Consent to Contract Electronically (the "E-Consent") relates to your use of the Services and electronic interfaces. By executing the Onboarding Form (to which this Master Agreement is incorporated), you consent and agree to proceed with the presentation, receipt, review and execution of any agreements, amendments, fee schedules, and other documents used to activate and continue the Services electronically. You may be presented with these agreements, amendments or documents electronically (for example, via email, via DocuSign, via the Digital Banking platform or other electronic document portal) and will be able to electronically sign documents using "check box" style acknowledgements or other means of an electronic signature. You agree that such "check box" style acknowledgements or other means of electronic signature will act as your agreement to the document presented to you.

By executing the Onboarding Form to which this Master Agreement is incorporated and pursuant to this section, you are agreeing: (a) to the presentation of electronic documents, amendments, notices, agreements, and disclosures, (b) that such documents, amendments, notices, agreements and disclosures are binding contracts, and (c) that you will accept and, if applicable, execute the applicable documents electronically. You acknowledge that all disclosures required by applicable law are being provided to you electronically. Specifically, you agree:

Your execution of the Onboarding Form incorporating this Master Agreement signifies your intent to enter into a binding legal agreement, and that your consent to conduct business electronically applies to all documents that Bank will provide to you or agreements that you will execute with or in favor of Bank.

All documents, including any amendments or modifications to such documents, signed using electronic means are as valid and enforceable as if you executed a paper copy using a "wet ink" handwritten signature.

The authoritative copy of the electronically executed documents (the "Authoritative Copy") shall be the electronic copy that resides in Bank's document management system. If a paper version of the Authoritative Copy is created, then both the electronic version and paper version shall be considered originals and shall both be an Authoritative Copy.

You acknowledge that you may request a paper copy of the fully executed documents for your records by contacting Bank and specifying those documents you wish to receive.

You may withdraw your consent to proceed with the use of Electronic documents, agreements, and disclosures at any time. If you elect to cease the use of electronic documents, agreements, or disclosures, Bank reserves the right to treat this as a termination of your use of the Services and deny access to the Services. You must notify the Bank, in writing, of any intent to withdraw this E-Consent.

You acknowledge that you must maintain current Account information with us and that you must promptly notify us of any change in your email or other electronic address.

In addition to the requirements contained herein, in order to receive electronic records, you acknowledge that you must have access to:

- A current version of an internet browser that Bank supports;
- An internet connection;
- A current version of a program that accurately displays PDF files; and
- A personal computer or device and operating system capable of supporting and storing the above.

By executing the Onboarding Form incorporating this Master Agreement, you agree to the terms of this E-Consent, effective as of the date of your execution of the Enrollment Form.

### Commonly Controlled Entities

For purposes of this Master Agreement, a "Commonly Controlled Entity" means an entity in which Customer or Customer's Parent has a direct or indirect majority ownership interest. For purposes of this Master Agreement, "Parent" means a person or entity that has a majority ownership interest in Customer. Customer, and each Commonly Controlled Entity represent and warrant to Bank: (1) that each of the Commonly Controlled Entities is an entity in which the Customer or its Parent has direct or indirect majority ownership interest; (2) that each such entity maintains one or more Accounts with Bank; (3) that each of the Commonly Controlled Entities have provided to Bank an executed Certification of Beneficial Owners Form that shows all beneficial owners, including other entities, owning twenty-five percent (25%) or more interest; (4) that the person accepting this Master Agreement on behalf of the Customer is an authorized signatory on each of the Commonly Controlled Entity Accounts with Bank; (5) that the acceptance of this Master Agreement by such person constitutes the acceptance of this Master Agreement, both on behalf the Customer and each such Commonly Controlled Entity, for the purpose of granting authority for such person to perform transactions under this Master Agreement; (6) that all actions by such person on behalf of the Customer or a Commonly Controlled Entity constitutes the duly authorized action of the Customer and/or such Commonly Controlled Entity, as applicable; and (7) that each Commonly Controlled Entity listed is deemed to be a party to this Master Agreement.

We, in our discretion, may permit you to access your Accounts maintained at Bank to the Accounts of other Commonly Controlled Entities through the Services, to permit you to perform all banking transactions authorized in this Master Agreement, relating to such Commonly Controlled Entities' Accounts without requiring other signatures or further authorizations of the applicable Commonly Controlled Entities.

You, and each Commonly Controlled Entity, represent to us that you have entered into an agreement in which you agree to perform certain Services, on behalf of Commonly Controlled Entities that requires you to have access to, and authority to conduct banking transactions on behalf of and with respect to, the Commonly Controlled Entities' Accounts maintained at Bank. By signing, you and each Commonly Controlled Entity make such representation to us and authorize us to perform such transactions based upon your instructions.

You and each Commonly Controlled Entity represent and warrant to us that if Accounts held under different taxpayer identification numbers are linked, the person signing is an authorized signatory for each Commonly Controlled Entity, is authorized to designate the multiple company access included in this Master Agreement, and that no Account included for common access is restricted from such common access by any provisions of Customer's charter, bylaws or similar documents or any applicable laws or any existing resolution, declaration or agreement with us and that each of the requested Services has been duly and legally authorized by you and each Commonly Controlled Entity. Where Accounts held under different tax identification numbers are requested to be linked, you, and each Commonly Controlled Entity, acknowledges that we shall rely on the Security Procedure (defined below) to determine your authority to transfer funds or conduct other transactions effecting Accounts or other Commonly Controlled Entities. Customer and each Commonly Controlled Entity acknowledges that it is responsible for determining any limitations on access to its Accounts by its officers, employees, or other designated representatives.

Where we permit linkage between Commonly Controlled Entity Accounts, you and each of the Commonly Controlled Entities hereby jointly and severally direct Bank and authorize Bank: (a) to provide complete access by you to Commonly Controlled Entities' Account(s) and (b) to recognize, accept and effectuate all transactions initiated through the Services available under this Master Agreement by you, with respect to Commonly Controlled Entities' Accounts, all without further inquiry regarding: (i) the authority of the person(s) initiating the transaction(s), and (ii) any aspect of the transaction(s) itself. We shall not otherwise be deemed to have any knowledge of the provisions of the agreement between Customer and duties thereunder, it being understood that recitation of the said agreement herein is for reference purposes only.

By entering into this Master Agreement, you and each Commonly Controlled Entity represent and warrant to us that:

You have fully advised the appropriate owners, officers, and other personnel of Customer and each Commonly Controlled Entity regarding the terms hereof, including with respect to, among other things, terms and conditions relating to your rights and obligations with respect to Account linkage matters and with respect to the Commonly Controlled Entity's joint and several obligations hereunder relating to such transactions;

You and each Commonly Controlled Entity fully agree to be bound by the terms hereof in respect of its Accounts, including with respect to, among other things, the charging of fees to its Accounts as described in this Master Agreement;

You and each Commonly Controlled Entity hereby assume all obligations and risks pursuant to the terms of this Master Agreement with respect to transactions affecting you and each Commonly Controlled Entity's Accounts. We shall have no responsibility with respect to the application of funds pursuant to transactions under this Master Agreement, and our obligations with respect to such funds and Account linkage matters shall be limited strictly and specifically to those expressly set forth herein. Latest Bank's business Account Fees & Service Charges document is available at: [www.seacoastbank.com/agreements-and-disclosures](http://www.seacoastbank.com/agreements-and-disclosures).

Monthly maintenance fees for use of the Services shall be charged to your Account. All transaction fees and charges incurred for specific transactions and Services by Commonly Controlled Entities executed using the Treasury Services shall be charged to the applicable Designated Account of the applicable Commonly Controlled Entity.

You and each Commonly Controlled Entity, jointly and severally, hold us harmless and indemnify us for any loss, damage, injury, assessment, judgment, or liability, suffered or incurred by us, and for any claim, proceeding, action or cause of action brought against us (including reasonable attorneys' fees relating thereto), arising from, or in any manner in connection with any transactions executed under the terms and conditions of this Master Agreement.

A Commonly Controlled Entity may withdraw the authority granted under this Master Agreement for your Users to act on behalf of such Commonly Controlled Entity by providing written notice of such withdrawal of authority to us as provided herein, but such written notice shall not be effective until five (5) Business Days after receipt and written acknowledgement of such receipt, by us, or such earlier time as we may effectuate such withdrawal of authority.

The delivery of notices, documents, and correspondence to you in connection with this Master Agreement shall be deemed to be delivery to each Commonly Controlled Entity.

You acknowledge and agree that all linked Accounts shall continue to be solely used for business purposes and not for personal, family, or household purposes and you continue to have unlimited liability for transfers from your business Accounts, notwithstanding the provisions of the Electronic Fund Transfer Act, Regulation E, or any standardized literature or disclosures we sent to you.

### Supplemental Agreements

Some of the Services will require you to enter into additional or supplemental agreements with us or require you to complete and provide to us information or documentation in, or as part of, schedules, addenda, set-up forms, input forms, or other documents we require in connection with these Services, including, without limitation any Additional Documents, and you hereby agree to all terms and conditions contained in such additional or supplemental agreements. If we approve you using one of these Services, your use or continued use of each of such Services will be conditioned on and subject to you entering into, or completing and providing to us, the foregoing when we so request. These additional or supplemental agreements, as well as any schedules, addenda, forms or other documents will be in a form and substance satisfactory to us and if so indicated, will be a part of the Master Agreement.

### No Extension of Credit

If a Service involves a debit to any of your Eligible Accounts or any other Account you maintain with us, you must have available in such Accounts sufficient amounts to enable us to make the debit. Nothing in the Master Agreement will constitute or be deemed a commitment by us to extend credit to you, or to grant to you overdraft privileges. We will not have any obligation to make any funds available to you to affect any payment being made by you or to enable you to use any one or more of the Services. Any obligation to extend credit to you or to otherwise make funds available to you must be set out in a separate agreement executed by us through a person authorized to make credit decisions on our behalf.

### Use of Services; Prohibited Transactions

You hereby acknowledge and agree that you, your Administrators and Authorized Users will access and use each Service only as permitted under this Master Agreement, any Additional Documentation and only for legitimate business purposes, so as not to generate transactions that violate the laws or regulations of the United States, or the State of Florida, to the extent applicable, or any other applicable law or regulation, including the Rules and any other rules of any clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound, rules and regulations affecting the use of checks, drafts, fund transfers, and ACH Transactions, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission ("FTC") and the Board of Governors of the Federal Reserve. This includes, but is not limited to, sanction laws administered by Office of Foreign Assets Control ("OFAC"). It shall be your responsibility to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at 800-540-OFAC or from the OFAC's web site at [www.ustreas.gov/ofac](http://www.ustreas.gov/ofac)). These laws, procedures, rules, regulations, and definitions shall be incorporated herein by reference. Without limiting the generality of the foregoing, you agree not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which you are bound, or (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) to engage in any activity or business that would result in you being or becoming a "money service business" as defined in Bank Secrecy Act and its implementing regulations, or (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. You acknowledge and agree that Bank has no obligation to monitor your use of the Services 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 that Bank believes violates the terms of this Agreement or is in violation of any law, rule or regulation.

### Fees

You agree to pay us the fees we establish for each of your Services. Applicable fees will be assessed and charged for each calendar month and will appear on your regular periodic statement. We reserve the right to add or change any fees at any time. Any fees will take effect with the next account analysis or statement period after we send notice to you that a change in fees has occurred. You authorize us to automatically deduct all applicable charges and fees from an Eligible Account. Alternatively, Customer and Bank may agree in writing to pay for such Services through analysis of the applicable Account and the collected funds maintained therein by Customer. Such compensation may require balances which vary from time to time based upon various factors, including without limitation, applicable reserve requirements, deposit administration fees, cost of the service and other factors determined by Bank in its sole discretion. If your service charge account is closed or otherwise contains insufficient funds to pay all applicable fees and you have another Eligible Account, we may charge that account for fees owed for using Services, as applicable. Furthermore, Bank may set off against any amount it owes to you in order to obtain payment of your obligations under this Master Agreement or any Additional Documents. We may also recover payment in any other permissible manner, including judicial actions, or from property which secures obligations you owe us.

Fees charged under this Master Agreement are in addition to any service charges or fees that apply to your accounts with us. In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Service, this Master Agreement, and/or the software or equipment made available to you (excluding any income tax payable by Bank). You are also responsible for the costs of any communication lines and any data processing charges payable to third parties.

### Withdraw and Transfers

Negative Collected fee is charged for the use of non-available funds. The drawing on or use of funds in excess of the available balance will cause a negative collected balance. If the account has a negative collected balance position during the service charge cycle, the fee will be calculated by applying the applicable rate (Prime +3.5%) to the average negative collected balance (also known as non-available funds) times 31 divided by 365.

### Eligible Account

You will at all times maintain with us one or more Eligible Accounts in your entity name. You agree to maintain available balances sufficient to pay or reimburse us for all items, orders of payment, fees, and other amounts paid on your behalf or chargeable to you in connection with any Service. Eligible Accounts and any other Accounts that you maintain with us shall be subject to the terms and provisions of the Deposit Account Agreements, as they may be amended from time to time.

### Amendments

Bank may amend any terms, conditions, fees, and charges contained in this Master Agreement or any part of the Product Schedules or Additional Documents we require in connection with these Services, or alter, change or modify the Services provided under the terms of this Master Agreement and any Product Schedules and Additional Documents from time to time, in our sole and absolute discretion, by sending you written notice by email, by regular mail or by posting the updated terms on the site within the Digital Banking platform at least thirty (30) days (or longer if required by applicable law) in advance of the effective date of the proposed amendments. For purposes of the foregoing, notice is deemed effective upon actual receipt or two (2) Business Days from the date sent via United States mail, whichever is earlier, when the email is actually sent, or when the notice is posted to the Digital Banking platform. If you do not wish to be bound by any such amendment, you must immediately discontinue using the affected Service before the change becomes effective. Any amendment that is not rejected in writing in accordance with this section or your continued use of the affected Service after the effective date of such amendment will constitute your acceptance of and agreement to the amendment(s). No amendments requested by you shall be effective unless received in writing by Bank and agreed to by Bank in writing.

## Entire Agreement

This Agreement (including the Product Schedules attached and any Additional Documents necessary for the implementation and/or delivery of the Services contemplated by this Agreement) together with the Depository Agreement, for each of the Eligible Accounts, is the complete and exclusive statement of the agreement between Bank and the Customer with respect to the subject matter hereof and supersedes any prior agreement(s) between Bank and the Customer with respect to such subject matter. The terms and conditions of the Deposit Agreement for each of your accounts as well as your other agreements such as deposit, time deposits, and loans (collectively, the "Other Agreements") continue to apply notwithstanding anything to the contrary in this Agreement. Notwithstanding the foregoing sentence, however, in the event of any inconsistency between the Other Agreements and the terms of this Agreement, the terms of this Agreement shall govern but only to the extent reasonably necessary to resolve such conflict. In the event performance of the Services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation 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, provided that any such amendment does not affect in any manner materially adverse to either party both the economic and legal substance of the transactions and services contemplated by this Agreement and Bank shall incur no liability to the Customer as a result of such violation or amendment. Except as otherwise expressly provided in this Agreement, if any provision hereof is held to be invalid or otherwise unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be invalidated or otherwise affected. No course of dealing between Bank and the Customer will constitute a modification of this Agreement, the Product Schedules, Additional Documents, the Rules, or the Security Procedures, or constitute an agreement between Bank and the Customer regardless of whatever practices and procedures Bank and the Customer may use.

## Termination

You or we may terminate this Agreement, any Product Schedule or your access to some or all of the Services, with or without cause, by giving 30 calendar days prior notice to the other party. If you terminate a Service, you authorize Bank, if applicable to the Service(s) you are terminating, to continue making transfers you have previously authorized and to continue to charge monthly fees until such time as Bank has had a reasonable opportunity to act upon your termination notice. Once Bank has acted upon your termination notice, if applicable to the terminated Service(s), Bank will make no further transfers from your Accounts, including any transfers you have previously authorized. If Bank terminates your use of any applicable Service, Bank reserves the right to make no further transfers from your Accounts, including any transactions you have previously authorized. In the event that you terminate some or all of the Services, such termination shall not become effective until we have had a reasonable opportunity to act upon your termination notice.

Further, we may terminate this Agreement, any Product Schedule or your access to some or all of the Services immediately and in our sole discretion if: (a) you breach any agreement with us; (b) the confidentiality of the Security Procedures is compromised or we have reason to believe the confidentiality of the Security Procedures is compromised; (c) we have reason to believe that an unauthorized transaction has taken or may take place involving your Account or a Service; (d) you become insolvent or the subject of a bankruptcy or dissolution proceeding; (e) you make any assignment for the benefit of creditors; (f) you fail generally to pay your debts as they become due; (g) any material adverse change occurs in your financial conditions; (h) you cease to conduct business in the ordinary sense; (i) you are a party to an acquisition; (j) you make any warranty or representation which proves to be false or misleading; (k) we have any reason to believe that you have engaged in fraudulent or illegal activity, whether or not such activity involves the Services; (l) you fail to maintain balances in your Accounts sufficient to cover overdrafts; (m) you or we close your Account(s); (n) we determine that you have abused the Treasury Management Service or we believe that Bank will suffer a loss or other damage if this Master Agreement and/or applicable Product Schedule(s) is/are not terminated; (o) we determine that it is impractical or illegal to provide one or more of the Services because of changes in applicable law; or (p) we, in good faith, are unable to satisfy ourselves that the use of Services has been properly authorized by you. We will not be required to reinstate or re-activate any terminated or suspended Service. Further, if you have no Accounts linked to the Services, or do not use the Services for a period of three (3) consecutive months, we may, in our discretion, terminate your access to some of all of the Services without prior written notice to you. Nothing herein prevents us from exercising our termination rights under the Other Agreements governing any Account. Your obligation with respect to any payment, Entry or Request shall survive termination of this Master Agreement and any applicable Product Schedule until any applicable statute of limitation has elapsed.

Bank's election to terminate this Master Agreement and/or any applicable Product Schedule is in addition to any and all other remedies that may be available to Bank and will not affect any obligations you may have to Bank. Any reinstatement of the Service under this Master Agreement and/or any applicable Product Schedule will be at Bank's sole discretion and must be agreed upon in writing by an authorized representative of Bank.

Upon termination of this Master Agreement and/or any applicable Product Schedule, any property or rights of Bank in your possession, tangible or intangible, shall be returned to Bank promptly and in any case within thirty (30) days after the termination of the Master Agreement and/or any applicable Product Schedule.

Upon termination of this Master Agreement and/or any applicable Product Schedule, (i) you will promptly pay to Bank all sums due or to become due under this Master Agreement and/or applicable Product Schedule, and (ii) you shall have no further right to make use of the Services or any system or software which may have been provided in connection with the Services.

## Multiple Signer Accounts

Your designation of an Account that requires multiple signatures constitutes your agreement to waive this requirement on transactions initiated through Digital Banking and the Services. In addition, you agree that we may act on the verbal, written or electronic instructions of any properly identified authorized signer. If an Account has more than one signer, each signer individually has the right to gain access to the Services and have their own Login Credentials. Accordingly, each such signer may provide us with instructions, make any decision, obtain any information or make any request associated with the Account and Services, to the extent allowed by the terms and conditions governing provisions of the Account. Any requirement to verify two (2) or more signatures on any item, such as checks, will not apply to transactions initiated through the Services, including electronic transfers, and we will have no liability when consummating these transactions pursuant to the instructions of a single signer. This means that any person who is a signer on your Account is authorized to have their own Login Credentials and individually make electronic transfers, even though that person's authority to transfer or withdraw funds from your Account by some other means (e.g., by check) must be exercised jointly with one or more other persons.

## Dual Control

We recommend that you implement a dual control system, where appropriate. For example, one Authorized User should be responsible for generating batches, payment instructions, etc., while a separate Authorized User should be required to approve the order before releasing to us.

## Creating and Managing Authorized Users

You agree to appoint and designate an administrator(s) (the "Administrator") who will be authorized and be responsible for creating and maintaining subsequent User IDs, Passwords and Security Devices on your behalf, including assigning and revoking access privileges for Authorized Users and providing new and subsequent Security Devices to those Authorized Users. Bank will provide Customer's designated Administrator, through United States postal mail, via the Digital Banking platform and/or other delivery service selected by Bank at Bank's option, with Login Credentials and Security Devices to be distributed by the Administrator to each Authorized User with respect to one or more of the Services.



Customer understands that the Administrator has the capability of providing administrative privileges identical to that of the Administrator to any Authorized User, including the ability to create and maintain subsequent Authorized User accounts and assigning and revoking access privileges. If these privileges are granted by the Administrator to an Authorized User, that Authorized User will also be considered an Administrator. Customer will be required to use the applicable Security Device(s) each time it accesses the Services. Customer acknowledges that any Administrator shall have the ability to control security levels such as Service access and Service transaction limits, including without limitation the ability to assign dollar amount limits to transfers of funds. You also agree that the Administrator or any Authorized User shall also have the authority on behalf of Customer to electronically accept and approve any and all agreements and amendments to agreements by and between Bank and Customer, including but not limited to this Master Agreement and any Additional Documents. Bank recommends you take advantage of the ability to set limits and multiple approvers to protect your Accounts. You agree that the Administrator's assigning of transactional access to an Authorized User, will allow the Authorized User to transfer funds, perform Account maintenance and view Account transactions for the linked Account(s). Inquiry access allows an Authorized User to view Account transactions. If the Administrator selects to enable Bill Pay for an Authorized User, that Authorized User will automatically have transactional level access to all the Accounts that you have set up for Bill Pay, and the Authorized User will be able to pay bills using the Bill Pay feature.

#### Administrators

- (a) **Enrollment and Function.** You must designate an individual to be the Administrator to manage your Accounts. It is recommended that the Administrator is a signer, but you may designate a non-signer to be an Administrator. As provided for in the Security Procedures herein, the Administrator will have their own Login Credentials and will have full access to the Services with the ability and authority to conduct transactions, and with the authority to complete administrative tasks on your behalf, which tasks include (i) adding, amending, or removing Authorized Users; (ii) adding, assigning, or modifying an Authorized User's access including transactional dollar limits and number of approvers required for each transaction; (iii) requesting reset of Login Credentials; (iv) amending contact information for you; and (v) amending delivery instructions for communications from us and/or bank statements and disclosures. Any action taken by an Administrator is deemed authorized and ratified by you. The acceptance by the Administrator of any terms and conditions, disclosures, or updates thereof is and shall be deemed to be acceptable by you and on your behalf.
- (b) **Non-Signer Administrators.** By designating a non-signer as Administrator, you acknowledge, agree, and understand that (i) such Administrator will have full access to the Services and shall have the ability to transact business on the Account using the Services as if the Administrator is a signer; (ii) such Administrator is duly authorized by you to access the Accounts and conduct transactions using the Services and any action taken by such non-signer Administrator is hereby and shall be deemed authorized and ratified by you; and (iii) that the acceptance by a non-signer Administrator of any terms and conditions, disclosures, or updates thereof is and shall be deemed to be accepted by you and on your behalf.

#### Authorized Users

The Administrator may designate other persons, either signers or non-signers, to be Authorized Users. Such Authorized Users will have authority to gain access to the Services and review your Accounts and perform transactions, as defined by the Administrator. Such Authorized Users shall be given their own Login Credentials. Any direction, instruction, order, acceptance, approval, payment, or other such command delivered by (or we in good faith believe was delivered by) such Authorized User shall be deemed authorized and accepted by you, subject to any limitations of such Authorized User's authority levels. From time to time, you may change Authorized Users. However, you agree that we may rely on the information previously supplied by you until we receive written notice of any change and properly communicated and authorized. We reserve the right to prescribe the method and form by which you communicate such notification. In emergency situations, deletion of Authorized Users may, in our sole discretion, be accepted by telephone, fax, and confirmed in writing by your duly Authorized Account signers. Any notice of change with regard to such matters will not be in effect until: (i) expressly accepted by us in writing, and (ii) after we have had a reasonable time to effectuate such change(s).

#### Terminating Administrator or Appointing New Administrator

Only Customer may terminate a person's designation as Administrator or to appoint a new Administrator.

#### Security Procedures

We have developed Security Procedures relative to the Services. By accessing or otherwise making use of any of the Services, you acknowledge that you have reviewed our Security Procedures and you agree that they are commercially reasonable and that you are legally bound by them, as the same now exist and may in the future exist. In connection with any Service, if we comply with the Security Procedures to which you have agreed, we will not be liable for the amount of any unauthorized transactions arising from the use of any Service to which the Security Procedures relate. In the event you do not agree to the Security Procedures developed by us and propose instead alternative Security Procedures, we may agree or disagree to the alternative Security Procedures at our sole discretion. If we agree to alternative Security Procedures, we will not be liable for the amount of any unauthorized transactions arising from the use of any Service whether or not the alternative Security Procedures were satisfied.

In order to use certain Services, you may be required to select or will be assigned one or more User IDs, passwords (User IDs and Passwords, collectively, "Login Credentials"), or you may be required to select and utilize Security Devices (as defined below). The use of Login Credentials or a Security Device, in addition to other authentication methods described below, is a Security Procedure established by Bank to authenticate the identity of the person attempting to gain access to the Service. **The Security Procedure is not designed for the detection of errors.** You agree to assign Login Credentials and Security Devices uniquely to individuals, and manage these Login Credentials and Security Devices and be liable for all actions taken with them as described in this Agreement (see specifically, *Acknowledgement of Commercially Reasonable Security Procedures* (below) and *Limitation of Liability* (below)). In addition Bank may offer optional additional security enhancements. If you elect not to use these optional security enhancements we will not be liable for the amount of any unauthorized transactions arising from the use of any Service. **You are responsible for safeguarding all Login Credentials and Security Devices. Providing them to another person effectively constitutes a grant of authority to access your Accounts.**

Customer is responsible to strictly establish and to maintain procedures to safeguard against unauthorized transactions. Customer warrants that no individual will be allowed to initiate transfers, ACH Transactions or Payment Orders in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and any Login Credentials, Security Devices, and related instructions provided by Bank.

Customer agrees to follow the Security Procedures in exact detail. Customer will take all steps necessary so that these Security Procedures are likely to be successful under the circumstances of the Customer's business and its day-to-day methods of effecting ACH Transactions and Payment Orders, including without limitation, the steps set forth in herein. To further enhance your security, you agree to follow these minimum general safety guidelines:

- You, your Administrator, and your Authorized Users will never walk away from your computer while logged on to the Services.
- You, your Administrator, and your Authorized Users will check your account balances and activity daily and report any suspicious activity immediately to Bank.
- You, your Administrator, and your Authorized Users will memorize the codes that are part of your Login Credentials and Access Devices and change them regularly.

- You, your Administrator, and your Authorized Users will never disclose any of the Login Credentials or Access Devices to any person or entity.
- You, your Administrator, and your Authorized Users will create complex passwords which should include letters, numbers, and special characters.
- You, your Administrator, and your Authorized Users will read and stay abreast of the best practices for preventing a breach of any of the Security Procedures.

You are strongly encouraged to put in place internal controls to ensure that all external requests for transfers of funds in using the Services are approved by a person other than the person inputting, sending, or delivering the request to Bank ("Dual Control"). If you determine that, notwithstanding Bank's recommendation, you wish Bank to accept and process external funds transfer requests with the approval of only one Administrator or Authorized User, you shall be bound by any payment order (whether or not authorized) issued in Customer's name and accepted by Bank pursuant to the approval of such designated Administrator or Authorized User. In the event of unauthorized access to Digital Banking or your Accounts, you will be responsible for such unauthorized access if such access could have been prevented through the use of Dual Control and you elected to reject this Security Procedure.

You agree to notify us immediately, according to notification procedures prescribed by us if the authority of any Authorized User shall change or be revoked. You shall recover and return to us any Security Devices in the possession of any of your Authorized Users whose authority to have the Security Device has been revoked.

#### **No Duty to Act**

We shall not be obligated to act on any instructions, order, payment, communication or other transaction not transmitted in accordance with this Master Agreement or the Security Procedures, and we may refuse to act on any instructions, order, payment, communication or other transaction where we reasonably doubt its authorization, contents, origination or compliance with the Security Procedures or this Agreement. We shall be entitled to act on any properly effectuated communication and shall not be obligated to verify the content of such communication, establish the identity of the person giving it, or await any confirmation thereof, and we shall not be liable for acting on, and you shall be bound by, any communication sent in the name of Customer, whether or not authorized.

#### **Security Procedures Wire Transfer and ACH Origination**

In addition to the other terms of this Agreement, we may require additional Security Procedures for the use of the Wire Transfer and ACH Origination Services, and you agree to use the Wire Transfer and/or ACH Origination Services in accordance with our Security Procedures. The purpose of the Security Procedures is to verify the authorization and authenticity of Wire Transfer and ACH Origination requests submitted to us. You represent and warrant each time you use the Wire Transfer or ACH Origination Service that, in view of its requirements, the Security Procedures are a satisfactory method of verifying the authenticity and authorization of the Request or Entry and you agree the Security Procedures are commercially reasonable. In connection with any Request or Entry, you shall be responsible for its compliance with the Security Procedures. If we comply with the Security Procedures established by us to which you have agreed, we shall not be liable for the amount of any unauthorized transfer that is purported to be originated by you or an Authorized User.

Bank reserves the right to electronically record and retain any data transmission or telephone conversation between your authorized caller and us. By signing this Agreement you consent to our recording of such conversations. However, the decision to electronically record is totally within our discretion and we shall accept no liability for failure to do so. Customer shall notify all Authorized Representatives and Authorized Users of the Customer of this provision prior to them using the Service or making any calls.

Bank does not guarantee that the Security Procedures will be effective. Bank also does not represent or warrant that the Security Procedures will detect errors in the transmission or content of the Request, Entry or communication and Bank will have no liability if such an error, unauthorized activity or fraud occurs, unless such error was directly caused by the gross negligence or willful misconduct of Bank's employees.

#### **Physical and Electronic Security**

Customer is solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data, systems and computers in the Customer's possession or under the Customer's control. Bank is not responsible for your computers security and any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," "trojans" and/or "spyware"), or problems, malfunctions, unauthorized access to or non-authorized transactions resulting from any computer viruses or unauthorized activity or counterparty (including, without limitation, if an unauthorized third party gains access to your computers or systems), or any related problems that may be associated with the use of an online system or the Services, or any misuse, theft, or fraud committed by you, your employees, officers, agents, or any third party outside of our reasonable control. Any material downloaded or otherwise obtained is obtained at Customer's own discretion and risk, and Bank is not responsible for any intrusion of or damage to Customer's computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. Customer is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to Customer's computers, servers and operating systems, and for protecting, securing, and backing up any data and information stored in or on Customer's computer systems. We further recommend that access to any of the Services be limited to those persons with the appropriate security and authority level that is commensurate with the risks associated therewith. We are not responsible for ensuring that you grant authority to appropriate persons, nor are we responsible for ensuring that you implement, use or update such security measures. You agree that such activity contemplated hereunder is your sole responsibility and you assume all risks and losses related thereto, including any risk from use, nonuse, or breach of such security measures. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Customer's computer systems or accessed through Digital Banking or any platform associated therewith.

Customer acknowledges and agrees that it is Customer's responsibility to protect itself and to be vigilant against email fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" and "pharming"). Customer agrees to educate Authorized Users, agents, employees, officers, directors, managers, and partners, as applicable, as to the risks of such fraud and to train such persons to avoid such risks. Customer shall ensure that you and each Authorized User have signed off from the Service when a session is complete to prevent unauthorized persons from using or accessing any Service. Customer acknowledges that Bank will never contact Customer by email in order to ask for or to verify Account numbers, Login Credentials, Security Devices, or any sensitive or confidential information. Customer acknowledges that certain viruses may be delivered via email and are typically disguised as appearing from legitimate sources (such as us). In the event Customer receives an email or other electronic communication that Customer believes, or has reason to believe, is fraudulent, Customer agrees that neither Customer nor its Authorized Users, agents, and employees shall respond to the email, provide any information to the email sender, click on any links in the email, or otherwise comply with any instructions in the email. Customer agrees that Bank is not responsible for any losses, injuries, or harm incurred by Customer as a result of any electronic, email, or internet fraud. Credentials, Security Devices, or any sensitive or confidential information. Customer acknowledges that certain viruses may be delivered via email and are typically disguised as appearing from legitimate sources (such as us). In the event Customer receives an email or other electronic communication that Customer believes, or has reason to believe, is fraudulent, Customer agrees that neither Customer nor its Authorized Users, agents, and employees shall respond to the email, provide any information to the email sender, click on any links in the email, or otherwise comply with any instructions in the email. Customer agrees that Bank is not responsible for any losses, injuries, or harm incurred by Customer as a result of any electronic, email, or internet fraud.



## Breach of Security Procedures

In the event of a breach of the Security Procedure or unauthorized access to your computers or systems, Customer agrees to assist Bank in determining the manner and source of the breach or unauthorized access. Such assistance shall include, but shall not be limited to, providing Bank or Bank's agent access to Customer's hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. Customer further agrees to provide to Bank any analysis of such equipment, device, or software or any report of such analysis performed by Customer, Customer's agents, law enforcement agencies, or any other third party. Failure of Customer to assist Bank shall be an admission by Customer that the breach of the Security Procedure or unauthorized access was caused by a person who obtained access to transmitting facilities of Customer or who obtained information facilitating the breach of the Security Procedure from Customer and not from a source controlled by Bank.

## Acknowledgment of Commercially Reasonable Security Procedures

You agree to comply with the "Security Procedures" and any other Security Procedures Bank directs you to use, and you acknowledge and agree that the Security Procedures, including (without limitation) any (a) Login Credential; (b) Secure Socket Layer (SSL) with at least 128-bit encryption; (c) multi-factor authentication that utilizes User IDs, Passwords, codes and/or tokens; (d) challenge-response mechanism; (e) minimum Password length settings; (f) time-out limits to log inactive users of Digital Banking, or (g) transaction dollar limits or (h) other means, or method of authentication or identification used in connection with a Security Procedure (collectively, "Security Devices"), constitute commercially reasonable Security Procedures under applicable law for the initiation of the Services you utilize, including without limitation, transfers and access to confidential information. You authorize us to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures prescribed by us, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than you or your representative(s) and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction or instructions using applicable Security Procedures constitutes sufficient authorization for Bank to execute such transaction or instruction notwithstanding any particular designation by you of authorized persons or signature requirements identified on any signature card or other documents relating to your deposit account maintained with Bank, and you agree and intend that the submission of transactions and instructions using the Security Procedures shall be considered the same as your authorized written signature in authorizing us to execute such transaction or instruction. **You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and agree that the Security Procedures are not designed to detect error in the transmission or content of communications or transaction initiated by you and that you bear the sole responsibility for detecting and preventing such error.**

You agree to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to your Authorized User(s). You agree not to disclose or provide any Security Procedure or Security Devices to any unauthorized person. You also agree that (a) no group or shared Login Credentials or Security Devices will be issued; (b) that each Authorized User shall have his or her own Login Credentials and Security Device (if applicable); and (c) that Authorized Users shall not share Login Credentials or Security Devices with each other. You agree you are responsible for obtaining, configuring and maintaining a secure malware free computing environment including, without limitation, installing and maintaining an up-to-date (release versions and definitions) of firewall and anti-virus and anti-spyware/malware software. Where you have the ability to change or modify a Security Device from time to time (e.g., a Password or User ID), you agree to change Security Devices frequently in order to ensure the security of the Security Device. We recommend that you memorize your Login Credentials and do not write them down. We recommend that you change Passwords regularly. You agree to establish prudent security policies and procedures that include proper safeguards to protect the confidentiality of such Security Devices. You assume all risk relative to your disclosure of any Security Devices to any third party, whether an Authorized User, Authorized Representative, or otherwise. Bank personnel will never ask for an Authorized User's Password. You should not, under any circumstances, share Passwords with anyone purporting to be an employee or agent of Bank. We further recommend that you not use the same Password for other Bank platforms. We may change our standards for or require you to change or update Login Credentials at any time and without prior notice. You agree to notify us immediately, according to notification procedures prescribed by us, if you believe that any Login Credentials, Security Procedures or Security Devices have been stolen, compromised, or otherwise become known to persons other than you or your Authorized User(s), or if you believe that any transaction or activity is unauthorized or in error. The occurrence of unauthorized access will not affect any transactions executed in good faith by us prior to receipt of such notification and for a reasonable time thereafter. In the event of any actual or threatened breach of security, we may issue you new Login Credentials, a new Security Device, or establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions. You agree to indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, caused by your, your employees', or agents' failure to keep the Security Procedures or Security Device(s) confidential and secure.

You agree to notify us immediately, according to notification procedures prescribed by us, if the authority of any Authorized User(s) or Authorized Representative(s) shall change or be revoked. You shall recover and return to us any Security Devices in the possession of any of your Authorized User(s) or Authorized Representative(s) whose authority to have the Security Device has been revoked. The occurrence of unauthorized access will not affect any transactions executed in good faith by us prior to receipt of such notification and for a reasonable time thereafter.

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

## Duty to Inspect

You have sole responsibility for confirming the accuracy and validity of all transaction history, reports, journals, information, data, entries, and processing services prepared by us and delivered to you in connection with any Service. You agree to carefully review all such records and other information provided or made available to you by us daily by the close of business on the Business Day following the day on which the Service is rendered. Unless a shorter time frame is otherwise provided in this Agreement, you agree that you must report any discrepancies or errors within a reasonable time not to exceed thirty (30) days of from the date the error is made. Your failure to promptly report to us within such specified time the existence of any discrepancy or error in any record or other information constitutes your acceptance of the record or other information as valid and accurate and shall preclude you from asserting against Bank any claims arising from or any loss caused by the discrepancy or error.

## Limitations

Your use of the Services is subject to the following limitations: There may be a limit on the dollar amount of the transactions you can make using these Services. Security reasons limit the dollar amount of transactions and these limits are subject to change from time to time.

Bill Payments can only be made with U.S. currency. In addition to the Federal banking regulations that restrict the number of transfers and withdrawals, there may be limits on the number of transactions you can make using these Services. These limits are for security reasons and are subject to change. Should you exceed these limits, (or other limits set by Bank) you agree that Bank may reject such instructions and you may be notified electronically of said rejection. No Bill Payments may be made to Payees outside the United States. Additional limitations may be contained in this Master Agreement, the Product Schedules, or Additional Documents. Your ability to initiate transactions may also be limited by the terms of other agreements you have with Bank or by applicable law.

#### **Data and Information Supplied by You**

You shall transmit or deliver data and other information in the format and on the media as provided for in the Product Schedule and any instructions ("Operating Instructions") establishing the procedures and operating instructions governing the Service, if applicable or as otherwise required by Bank in conjunction with rendering the Service(s) selected by you. You shall have the sole responsibility of ensuring the accuracy and correctness of any instructions, order, payment, Request, Entry, communication or data transmitted to us. You acknowledge and agree that Bank shall not examine the data for correctness and Bank shall not have any responsibility for detecting errors in the data transmitted by you. The data transmitted by you must be legible, correct and complete. Bank shall not process, and Bank shall not be liable to you for failure to process, the data if it 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 that is rejected as the result of your failure to provide the data in accordance with the standards specified in this Master Agreement or any applicable Product Schedule and the Operating Instructions.

You agree that you shall be solely liable for, and Bank shall not have any liability whatsoever to you for, any data or other information that is not received by Bank or for any data or other information that is intercepted or altered by an unauthorized third party. You agree that Bank has no obligation to accept any data or other information and, therefore, may reject any data or other information transmitted or delivered by you in connection with a Service.

#### **Deadlines**

You shall deliver or transmit all data or information to Bank by the deadline(s) specified in this Master Agreement or any applicable Product Schedule and the Operating Instructions. Bank shall have no obligation to process data or perform the Service if the data is not received by Bank by the specified deadline.

#### **Cooperation**

In the event of any damages for which either party may be liable to the other or to a third party, the parties agree to (a) undertake commercially reasonable efforts to cooperate with each other (as permitted by applicable law) in performing loss recovery efforts and in connection with any action(s) that the relevant party may be obligated to defend or elect to pursue against a third party, including criminal prosecution; (b) file reports with law enforcement; and/or (c) submit such affidavits as reasonably requested by the other party. You agree to promptly provide original documents to us when needed to facilitate investigations related to unusual transactions or poor-quality transmissions, or to resolve disputes. You agree to provide such documents, including original versions thereof as we may reasonably request, within five (5) Bank Business Days of our request. In the event of a breach of the Security Procedures, you agree to assist us in determining the manner and source of the breach. Such assistance shall include, without limitation, providing us or law enforcement access to the applicable computer(s) or other electronic devices and any analysis related thereto. Your failure to assist us shall be an admission by you that the source of the breach was not from a source controlled by us.

#### **Remotely Created Checks**

Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line. For example, if a person provides an account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from that account.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; (3) you agree to indemnify and hold us harmless against any all claims and (4) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your Account to pay the amount you owe us, and if there are insufficient funds in your Account, you still owe us the remaining balance.

#### **Remote Deposit Capture Funds Availability**

All check deposits deposited through Remote Deposit Capture Service are available on the first business day after the day the bank receives the deposit.

#### **Privacy Policy**

An explanation of our privacy policy will be provided to you separately in the manner required by applicable law. Please review it carefully. Our privacy policy may change from time to time and is available on our Website and at our banking locations.

#### **Confidentiality and Non-Disclosure**

By requesting or using any Service, you agree and acknowledge that we will use reasonable efforts to hold in confidence all confidential information received by us in connection with the use of any Service. However, confidential information shall not be deemed to include any information which (i) is or becomes generally available to the public other than as a result of a disclosure by us; (ii) is or becomes available to us on a non-confidential basis by a third party, unless to our actual knowledge, said third party does not rightfully possess the confidential information and does not have the legal right to make such disclosure; or (iii) is required to be disclosed by a court of competent jurisdiction, administrative agency or governmental body or by law, rule or regulation or by subpoena or other legal process. Furthermore, you acknowledge and agree that confidential information will be disclosed to certain employees, agents, and third-party independent contractors as necessary to provide the Services set forth above. You agree to hold confidential and to use only in connection with the Service provided under this Master Agreement and any applicable Product Schedule all information furnished to you by Bank or by third parties from whom Bank has secured the right to use the Service, including, but not limited to, Bank's product and service pricing structure, system design, programming techniques or other unique techniques. In addition, should you at any time receive or acquire any information relating to another customer of Bank, you shall promptly return such information to Bank and not reveal such information to any other party and shall not make use of such information for your own benefit. You agree that any specifications or programs developed by Bank in connection with this Master Agreement and any applicable Product Schedule, hardware, and Additional Documents supplied or made available to you by Bank is confidential information and is the exclusive property of Bank, its agents, suppliers, or contractors, and you further agree that such material shall not be copied or used in any manner or for any purpose without the express written consent of Bank. You agree, to the extent feasible, to return such confidential information to us upon termination of a Service provided hereunder. Notwithstanding anything to the contrary contained herein, it is acknowledged and agreed by the parties hereto that the performance of said Service is or might be subject to regulation and examination by authorized representatives of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Board of Directors of the Federal Deposit Insurance Corporation, and/or a State regulatory agency and you agree to the release of your reports, information, assurances, or other data as may be required by them under applicable laws and regulations. This confidentiality and non-disclosure clause shall survive the termination of this Master Agreement.

#### **USA PATRIOT Act and OFAC; Prohibited Transactions**

You agree and acknowledge that, in compliance with the USA PATRIOT Act, we have adopted a Customer Identification Policy for the verification of the identity of all of our customers. You agree to provide all documents and records deemed necessary by us to adequately confirm your identity and the identity of any persons authorized to use or access any Service. We reserve the right to withhold our agreement to provide any requested Service until we have, to our satisfaction, verified your identity. You also acknowledge and agree that your identity as our customer, and the identities of any persons authorized to use or access any Service, will be compared against the List of Specially Designated Nationals and Blocked Persons promulgated by OFAC, and that we will not provide any Service to any person or entity that appears on that list. (This information may be obtained directly from the OFAC Compliance Hotline at 800-540-OFAC or from the OFAC's home page site at [www.ustreas.gov/ofac](http://www.ustreas.gov/ofac).)

#### **Limitation of Liability**

We shall not be liable for, and you agree to hold harmless us, our officers, directors, employees, agents, affiliates, and assigns from any loss, claims, delay, cost, damages, liability, or expenses, including but not limited to attorneys' fees, resulting from our processing of an order, instruction, Request, Entry or other transaction that we have, in good faith, effectuated in compliance with this Master Agreement. Irrespective of any other limitation of liability provision herein, we will be responsible only for performing the Services expressly provided for in the Master Agreement, and shall be liable only for our gross negligence or willful misconduct in performing those Services; provided, however, that in no event shall we be liable if you should fail to notify us of any error, discrepancy, or unauthorized transaction within the time set forth herein, in the Deposit Agreement, EFT Disclosure, or such Other Agreement, as applicable. We will not be responsible for any loss, claims, delay, cost, damages, liability, or expenses which arises, directly or indirectly, in whole or in part, from (a) your actions or omissions, the actions or omissions of your officers, employees, agents, Administrator or Authorized Users, Third Party Agents (as defined below), or the actions or omissions of those of third parties which are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy, or omission in any instruction or information provided to us; (d) any error, failure, loss or delay in the transmission or delivery of data, records, or items (whether due to breakdown in any computer or communications facility or otherwise); (e) any force majeure event described below (f) the application of any government or funds transfer system rule, guideline, policy, or regulation; (g) the lack of available funds in your Account to complete a transaction; (h) our inability to confirm to our satisfaction the authority of any person to act on your behalf; (i) errors or failures resulting from defects in or malfunctions of any third party or your computer hardware or software; or (j) your disclosure of any Login Credentials or Security Device to an unauthorized third party. You agree to indemnify, defend all claims, and hold us harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, caused by you or your Authorized User's, Authorized Representative's, employees', or agents' failure to keep the Security Procedures, Login Credentials, or any Security Device confidential and secure. To the fullest extent allowed by law, Bank's liability to you under this Master Agreement or any applicable Product Schedule or Additional Document shall be limited to correcting errors resulting from Bank's gross negligence or willful misconduct.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL BANK BE LIABLE TO YOU FOR AN AMOUNT GREATER THAN THE FEES FOR THE SERVICES ACTUALLY PAID BY YOU AND RECEIVED BY BANK DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED, WHICH SHALL BE DETERMINED BY THE EARLIER OF THE DATE WHEN YOU FIRST BECAME AWARE OF THE CLAIM OR THE DATE WHEN, THROUGH THE EXERCISE OF REASONABLE CARE, YOU REASONABLY SHOULD HAVE BECOME AWARE OF THE CLAIM, EXCEPT AS OTHERWISE REQUIRED BY THE UCC 4A.

In the event the Customer cannot create or transmit a transaction(s) due to hardware or communications outage, it is the responsibility of the Customer to have contingency procedures in place. In the event Bank cannot process the file through normal channels, reasonable effort will be taken by Bank to find alternate means to process the file. Bank will not be held liable for delayed files in any case resulting from hardware or communication outages.

BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF YOUR COMPUTER HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY COMPUTER SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY BANK TO YOU IN CONNECTION WITH THIS MASTER AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU TO BANK OR FROM BANK TO YOU. BANK SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR COMPUTER HARDWARE OR SOFTWARE.

EXCEPT AS REQUIRED BY LAW OR AS OTHERWISE PROVIDED HEREIN, IN ADDITION TO THE ITEMS DELINEATED IN THE PRECEDING PARAGRAPHS, WE EXPRESSLY ASSUME NO RESPONSIBILITY AND WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLES EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES; (ii) ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY; (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICES; (iv) DELETION, MIS-DELIVERY, FAILURE TO STORE DATA; (v) ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (vi) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES; OR (vii) STATEMENTS OR CONDUCT OF ANYONE ON BEHALF OF THE SERVICES. THIS ENTIRE SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT AND ANY SERVICES.

#### **Disclaimer of Warranties**

YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICES IS AT YOUR SOLE RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES OR LOSSES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA. EXCEPT AS REQUIRED BY LAW, YOU EXPRESSLY UNDERSTAND, AGREE AND ACKNOWLEDGE THAT WE MAKE NO REPRESENTATIONS, WARRANTIES, OR GUARANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH ANY SERVICE, PRODUCT, HARDWARE, SOFTWARE OR EQUIPMENT WE SUPPLY OR MAKE AVAILABLE TO YOU, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO. WE EXPRESSLY MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

BANK MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU AS TO ANY COMPUTER HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR COMPUTER SYSTEMS OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF BANK'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HEREBY WAIVE AND RELEASE US AND OUR EQUIPMENT PROVIDERS FROM ANY WARRANTY ARISING FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. NEITHER WE NOR OUR PARTNERS, VENDORS, SUPPLIERS, OR EQUIPMENT PROVIDERS WARRANT THAT OPERATIONS OF THE EQUIPMENT OR ANY SERVICE PROVIDED HEREUNDER WILL BE ERROR-FREE OR UNINTERRUPTED. WE DISCLAIM ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO ANY EVENT BEYOND OUR CONTROL AND/OR THAT IMPAIRS OR DISRUPTS CONNECTIONS TO THE INTERNET, TELEPHONE, DEVICE, OR TO US, AND IN NO EVENT, SHALL WE BE LIABLE FOR ANY DAMAGES (WHETHER IN CONTRACT OR IN TORT) THAT ARE ATTRIBUTABLE TO THE PUBLIC INTERNET OR TELEPHONE INFRASTRUCTURE.

#### **Force Majeure**

Bank shall not be responsible for any liability, loss, or damage resulting from Bank's failure to perform any Service or to perform any other obligations under this Master Agreement and any applicable Product Schedule which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, pandemics, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by you or third parties and their personnel; criminal acts; or generally any cause beyond the Bank's control.

#### **Reimbursement**

Any reimbursement by Bank for any liability hereunder may be made either directly to you or by adjustment of the aggregate ledger and collected balances of your Accounts.

#### **Equipment & Software**

To access and use one or more of the Services, we may require that you have certain systems, equipment, computers, hardware, software, telecommunications equipment and services, internet access and services, and/or service equipment and service software, "Customer System".

You are responsible at your sole expense for: (i) obtaining the Customer System, (ii) properly maintaining, in accordance with the Vendors recommendations, the Customer System in good working order and ensuring that the Customer System continuously meets all of our applicable requirements as stated in this Master Agreement, the applicable Product Schedule and Additional Documents, or as otherwise provided to you ("Customer System Requirements"), (iii) the performance, functionality, input, output and connectivity of the Customer System, (iv) any damage to the Customer System, whether in connection with use of the Services or otherwise, and all necessary repairs and/or replacements, and (v) having all maintenance, repairs, upgrades and replacements required herein performed by properly trained personnel, whether they are employees of Customer or third-party employees, (vi) implementing reasonable measures to protect the security of the Customer System against unauthorized access to and/or use of the Services or Services data and information entered or delivered through the Customer System. At our request, you will allow us or our designated representative to inspect or review the Customer System to ensure compliance with the Customer System Requirements. Such inspections or reviews will be conducted during normal business hours and in a reasonable manner so as not to disrupt your normal business operations. Bank shall have no responsibility for failures, interruption or other defects in the Services, which are occasioned by an incompatible, improperly installed or improperly maintained Customer System. Bank may add to, modify, or replace software programs used in conjunction with providing the Services under this Master Agreement or any applicable Product Schedule at its sole discretion and without notice, provided Services rendered to you are not substantially negatively affected, or obligations altered. From time to time Bank may deem it necessary to hold training or retraining classes for you. You agree that you will require appropriate personnel to participate in such training.

Due to periodic upgrades in software, new releases may be issued. If there is a fee associated with a new release, you will pay this fee. You are responsible, at your cost, for the installation, maintenance, and support of any new releases of software. You will immediately return to us any software and associated documentation upon cancellation of the Service or termination of the Master Agreement, or earlier upon demand by us.

#### **Indemnification**

In addition to other indemnification and liability provisions elsewhere in this Master Agreement and any applicable Product Schedule, to the fullest extent allowed by law, you will be liable for, hold harmless, and will defend and indemnify Bank, and its service providers, affiliates, officers, directors and employees and agents from and against all claims of any sort by third parties or others arising out of this Master Agreement and any applicable Product Schedule, including all losses and expenses (including attorneys' fees) incurred by Bank arising out of your failure to report required changes, transmission of incorrect data to Bank, or failure to maintain compliance with all laws, regulations and rules. In addition, you hereby agree to reimburse, indemnify, protect, defend and hold Bank, its service providers, affiliates and its officers, directors, employees and agents harmless, from and against, any losses, claims, liabilities, fees (including attorneys' fees, costs and investigatory fees) fines or penalties, of any kind whatsoever ("Damages") arising out of or in any way connected with the performance by Bank, its service providers, its officers, directors, agents and employees, of the Services, including without limitation (a) your use of the Services, (b) any actions or omissions taken by Bank in reliance upon the instructions of any of your employees, officers, agents, or third-party agents; (c) any claim of any person that Bank is responsible for any of your acts or omissions or the acts or omissions of any other persons; (d) any failure on your part, or the part of your officers, employees, agents, or third-party agents to comply with this Master Agreement, user guides, the Onboarding Form, any addendum related to the foregoing or any other applicable law, rule or regulation; (e) any damage or injury to you or any third parties asserted to have arisen out of Bank's performance of its duties and obligations under this Master Agreement; (g) any negligence, fraud or willful misconduct on your part or the part of your employees, directors, officers and agents; (g) any unauthorized use of the Security Devices by unauthorized persons, and/or (h) your breach of any of your covenants, agreements, responsibilities, representations or warranties under this Master Agreement and any applicable Service Schedule, the Deposit Agreement or any other agreement you have with us unless the action complained of was directly caused by Bank's gross negligence or willful misconduct. This indemnification shall survive the termination of this Master Agreement. This indemnification includes any Damages caused by Bank's reliance on instructions received from you or that Bank believed were received from you following authentication procedures agreed upon by you and Bank.

#### **Representations and Warranties; Compliance with Laws, Rules and Regulations**

You represent and warrant to us that

- a. You are a business entity duly authorized, validly existing and in good standing under the laws of the United States, or the laws of the state in which you were organized;
- b. You have all requisite power and authority to enter into this Master Agreement which constitutes a duly authorized, legal, valid, binding and enforceable obligation. Your execution of the Onboarding Form and any other document incorporating this Master Agreement has been duly and validly authorized by all necessary action. Further, the individual or individuals who execute the Enrollment Form or any other document incorporating this Master Agreement for the Services contemplated under this Master Agreement on your behalf is each duly authorized by you to do so;



- c. The performance of your obligations under this Master Agreement will not result in a breach of your organizational documents or of the provision of any material contract to which you are a party or by which you are bound;
- d. Any transaction contemplated by this Master Agreement or processed utilizing the Services will not be in violation of state or federal law;
- e. All formalities will be followed with respect to each transfer of funds, including but not limited to, proper authorization of individual transactions, maintenance of proper security procedures, and any record keeping requirements with respect thereto;
- f. Your use of any Service under this Master Agreement will not facilitate or result in any illegal transactions, including those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq., or otherwise violate any law, regulation, judgment, decree or order that may apply to you;
- g. Your use of the Services pursuant to this Master Agreement are for business purposes only and you will not use the Services primarily for personal, family or household use;
- h. There is no lawsuit pending or threatened against you which, if lost, would impair your financial condition or ability to pay Bank under the terms of this Master Agreement;
- i. Any information you provide us in connection with your enrollment or application for one or more of the Services is accurate and complete as of the time it is provided, and you will promptly notify us of any material change in that information; and
- j. To the extent that you appoint a "Third Party Agent" (auditor, CPA, property manager, business manager, etc.) to perform any activities relating to a Service under this Master Agreement, you are solely responsible for all actions and obligations of such Third Party Agent as if such actions were your direct actions and obligations. You acknowledge that, among other things, this means that you are liable for the Third Party Agent's breaches of warranties and obligations, including liability for indemnification for such breaches, as if you had breached such warranties and/or obligations. You shall undertake all appropriate due diligence of, and investigation into, the business, operations, intellectual property and other rights, financial and other conditions, or rights and creditworthiness, of any Third Party Agent based upon documentation and other information you have deemed appropriate and used to make your own decision to enter into a relationship with any Third Party Agent. Your agreements with any Third Party Agent must include a provision allowing Bank to conduct, upon reasonable notice and during normal business hours an on-site inspection of Third Party Agent's books, records and premises, to ensure compliance with the requirements of this Master Agreement as it relates to any Service with regard to which such Third Party Agent acts on your behalf.

You agree that your use of any Service, and any transaction you initiate using a Service, does not violate any rule, law, or regulation, including, without limitation, (a) any federal or state regulations, rules, orders, guidelines, operating circulars and pronouncements governing any payment transfer or transaction; (b) the Uniform Commercial Code; or (c) any Rule or Guideline promulgated by any governing trade association (e.g. the National Automated Clearing House Association, Electronic Check Clearing House Organization, etc.). You agree that all of our agreements or obligations arising in connection with any Service shall be suspended if our performance of any such agreement or obligation is determined by us to violate or be in conflict with any federal or state law or regulation, or the rules and guidelines of any governing trade association.

#### **Right to Rely on Communications**

We shall be entitled to rely on any verbal or written communication from any person acting on your behalf where we, in good faith, reasonably believe the communication to be genuine and authorized and in such event, you agree that any such communication shall be deemed to have been authorized by you.

#### **Notification Procedures**

Notices from us to you regarding any Service may be in writing delivered to you by first class mail, hand-delivery, facsimile, or email, or, if a Service is provided by access to the Digital Banking platform, by posting the notice or communication on the Website. For purposes of the foregoing, notice is deemed effective upon actual receipt or two (2) Business Days from the date sent via United States mail, whichever is earlier, when the facsimile or email is actually sent, when hand-delivery is received, or when the notice is posted to the Digital Banking platform. Immediate notification upon discovery of a stolen Security Device (User ID, Password, Security Device, computer), is required and shall be to the Seacoast Telephone Banking Center (800)-706-9991 or 772-287-4000 M-F 7:00 AM ET - 7:00 PM, Saturday 9:00 AM - 4:00 PM. Notices from you to us regarding any other Service may be delivered by first class mail or hand-delivery Seacoast Bank PO BOX 9012 Stuart- Florida 34995

#### **Governing Law**

This Master Agreement shall be governed by and interpreted according to U.S. federal law and the law of the state of Florida (without regard to its conflict of law provisions and without regard to your state of residence of formation) except to the extent that this Master Agreement can and does vary such rules or laws associated with the Services being provided. Any references in this Master Agreement to the "Uniform Commercial Code" or "UCC" shall be the Uniform Commercial Code as in effect for the State of Florida.

#### **Waiver of Jury Trial/Arbitration**

BANK AND YOU EACH ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT, WITH COUNSEL OF ITS CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS MASTER AGREEMENT OR ANY PRODUCT SCHEDULE OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS MASTER AGREEMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF BANK OR YOU. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY YOU OR US, EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY EACH PARTY TO THIS MASTER AGREEMENT.

YOU AND BANK AGREE THAT THE TRANSACTIONS PROCESSED UNDER THIS MASTER AGREEMENT OR ANY PRODUCT SCHEDULE INVOLVES "COMMERCE" UNDER THE FEDERAL ARBITRATION ACT ("FAA"). ANY CONTROVERSY OR CLAIM BETWEEN YOU AND BANK, OR BETWEEN YOU AND BANK OR ANY OF BANK'S OFFICERS, EMPLOYEES, AGENTS OR AFFILIATED ENTITIES, THAT ARISES OUT OF OR IS RELATED TO ANY SERVICE PROVIDED UNDER THIS MASTER AGREEMENT OR ANY PRODUCT SCHEDULE, WHETHER BASED ON CONTRACT OR IN TORT OR ANY OTHER LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT (COLLECTIVELY, ANY "CLAIM"), WILL BE SETTLED BY BINDING ARBITRATION UNDER THE FAA. THE ARBITRATION WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES ("THE ARBITRATION RULES"). IF A CLAIM IS SUBMITTED TO ARBITRATION, (A) YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) YOU WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES; (C) YOU WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE ARBITRATION RULES OR UNDER ANY OTHER RULES OF CIVIL PROCEDURE; (D) THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL; AND (E) THIS MASTER AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND/OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN YOU AND BANK. THIS AGREEMENT TO ARBITRATE DISPUTES WILL SURVIVE THE CLOSING OF YOUR ACCOUNT AND THE TERMINATION OF THIS MASTER AGREEMENT OR ANY PRODUCT SCHEDULE.

### **Claim Limits**

You agree that no lawsuit or other action may be brought against us on any claim after one (1) year from the date on which the cause of action arose, regardless of the nature of the claim or form of action.

### **Legal Expenses**

In the event of any litigation between us, the prevailing party shall be entitled to an award of actual attorneys' fees and costs incurred at all levels, including trial and appeal.

### **Miscellaneous**

You may not assign this Master Agreement or any of the rights or duties hereunder without our written prior consent. We shall have the right at any time to assign our rights or delegate our duties under this Agreement to any other party, including, without limitation, another financial institution that is an affiliate of Bank, or to any other entity or institution with which Bank may merge or transfer or share substantially all of its assets, in which case such party, affiliate, entity or institution shall be substituted for Bank. No waiver by Bank (whether or not in writing) of any term, condition, or obligation of you under this Master Agreement and any applicable Product Schedule or Additional Document 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. This Master Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. This Master Agreement is not for the benefit of any other person, and no other person shall have any right against us or you hereunder. In the event that any provision of this Master Agreement shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of this Master Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law. The headings and captions contained in this Master Agreement and any applicable Product Schedule or Additional Document are included only for convenience of reference and do not define, limit, explain, or modify this Master Agreement and any applicable Product Schedule or Additional Document or its interpretation, construction, or meaning. Any singular term in this Master Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words "include," "includes" or "including" are used in this Master Agreement, they shall be deemed followed by the words "without limitation", and such terms shall not be limited by enumeration or example. Customer and Bank acknowledge and agree that the relationship between Bank and Customer is that of an independent contractor and that this Master Agreement does not establish or create a general agency, joint venture, partnership, or employment relationship between them.

### **Signatures**

Signatures received via facsimile (fax) or scanned images. If Customer faxes or emails any scanned document to Bank signed, Customer agrees that it was its intention that: (i) Customer's fax/scanned signature is an electronic signature under applicable federal and state law, (ii) the fax/scan be an original document, (iii) Customer intends on conducting business with Bank by electronic records, electronic contracts, and electronic signatures, (iv) Customer's consent under (iii) to be electronically given under applicable federal and state law. Further, you agree that you may effectuate your signature for purposes of accepting, assenting, or otherwise symbolizing an agreement, and same shall be binding as if it were an original handwritten signature, through electronic means, including by way of a website, software, or handheld device, and by typing or handwriting, by use of a mouse, finger, stylus or otherwise. By signing the Onboarding Form or Additional Documents, the undersigned acknowledges that they have read and accepted the terms and conditions of this Agreement and agree to be bound by its terms.

### **Financial Information and Audit**

Bank may from time to time request information from Customer in order to evaluate a continuation of the Service to be provided by Bank hereunder and/or adjustment of any limits set by this Agreement. Customer agrees to provide the requested financial information immediately upon request by Bank, in the form required by Bank. Customer authorizes Bank to investigate or reinvestigate at any time any information provided by Customer in connection with this Agreement or the Service. 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 this Agreement 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, 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 the Customer location related to information technology, the Service 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 the requested financial information, or if Bank concludes, in its sole discretion, that the risk of Customer is unacceptable, if Customer violates this Agreement or the Rules, or if Customer refuses to give Bank access to Customer's premises, Bank may terminate the Service and this Agreement according to the provisions hereof. You authorize Bank to investigate or reinvestigate at any time any information provided by you in connection with this Agreement or any Service and to request reports from credit bureaus and reporting agencies for such purpose.

### **Ownership of Website**

The content, information and offers on our Website are protected by copyrights, trademarks, or other intellectual and proprietary rights (collectively, "Intellectual Property") of Bank and/or its service providers and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. You agree not to copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the Website, except as provided in this Master Agreement, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on Bank's sites are the trademarks, service marks or logos of Bank, or others as indicated. Nothing contained on the Website or within the Services or Digital Banking platform should be construed as granting any license, either expressly, by implication or otherwise or right to use any Intellectual Property without the express written permission of Bank, or the third party which has rights to such Intellectual Property, as appropriate.

### **Web-Linking Practices**

Bank may provide access to information, products or services offered on other third party websites. Bank is not responsible for, nor does control, the content, products, or services provided by linked sites. Bank does not endorse or guarantee the products, information or recommendations provided by linked sites, and is not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than Bank and have a privacy policy different than that of Bank. Your access, use and reliance upon such content, products or services is at your own risk.

### **Settlement Reserve**

Customer may be required to maintain a reserve ("Settlement Reserve") of an amount to be solely determined by Bank. Customer acknowledges and agrees that any Settlement Reserve will be deposited in a Bank Account for exclusive use by Bank for purposes of offsetting any of Customer's obligations under this Agreement. Customer grants Bank a security interest in any Settlement Reserve to enable Bank to enforce any obligation owed by Customer under this Agreement without notice or demand to Customer. Customer's obligation to maintain a Settlement Reserve shall survive the termination of this Agreement, with such obligation lasting until all of customer's obligations under this Agreement have been fully offset.



### Internet Disclaimer

For any Service(s) described in this Agreement utilizing the internet, Bank does not and cannot control the flow of data to or from Bank's network and other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the internet (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability resulting from or related to such events and in no event shall Bank be liable for any damages (whether in contract or in tort) that are attributable to the public internet infrastructure, your ability to connect to the internet, or Bank's ability to connect to the internet on your behalf.

### No Fiduciary Status

Nothing contained herein shall be deemed to create fiduciary status on the part of Bank in connection with the provision of any of the Services. The foregoing notwithstanding, to the extent, if any, that Bank is deemed to be a fiduciary of Customer, this Agreement is not intended to, nor shall, relieve Bank of any fiduciary responsibility otherwise imposed on it by law.

### Financial Accommodation

Customer and Bank agree that this Agreement and Services constitute an agreement to provide a "financial accommodation" as defined in 11 U.S.C. § 365.

### Federal Reserve Holiday Schedule

For determining availability of your deposits, every day is a Business Day or Bank Business Day, except Saturdays, Sundays, and Federal holidays; which are listed below. For holidays falling on Saturday, the preceding Friday will be a Banking Day. For holidays falling on Sunday, the following Monday will be considered a holiday.

- New Year's Day (January 1)
- Martin Luther King Day (Third Monday in January)
- Presidents Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas Day (December 25)

*Note: If January 1, June 19, July 4, November 11, or December 25 fall on a Sunday, the next following Monday is a standard Federal Reserve Bank holiday.*

For more information and access to the exact dates as provided by the Federal Reserve website at: <http://www.frb services.org/holidayschedules/index.html>.

## INFORMATION REPORTING SERVICES

### Description of Services

Our Information Reporting Services make certain account, transaction, and related information available to help you control and manage your Accounts. The information may include information from the Services used by you and transactions on your Account(s), including the Records (as defined below) produced using one of the Services. Information Reporting can be provided through any one or more of the communication methods permitted by us from time to time and subscribed to by you.

### Electronic Data Interchange

We will, on your behalf, receive or send information and data electronically with respect to an Account which is accompanied by payments transmitted or received through the National Automated Clearing House Association ("Nacha"), other electronic payment networks, and other processing systems using an established communication method as may be set forth from time to time ("EDI"). In providing the Services described herein, we are acting only to facilitate information flow. We shall have no liability if payments are not made or funded pursuant to such information. We will, however, increase or decrease, as applicable, the balance of the Account on the designated settlement date.

We may require that you supply us information or transmit data pursuant to a predefined format or using certain electronic devices, websites, software, or modules. You agree to supply such information or transmit such data in strict compliance therewith. You shall have the sole responsibility of ensuring the accuracy and correctness of the data transmitted. You acknowledge and agree that we have no obligation to examine the data for correctness and we shall not have any responsibility for detecting errors in the data transmitted by you. You shall assume all risk for any errors in any data or information supplied by you to us. The data transmitted by you must be legible, correct and complete. We may, at our own discretion, elect not to process, and we shall not be liable to you for failing to process, any data that is not in the format specified by us, is illegible, incomplete, or otherwise nonconforming. We shall not be liable for errors or omissions caused by data that is rejected as the result of your failure to provide the data in accordance with the standards specified herein or in any other agreement for any ancillary product or service related to this Master Agreement. You further agree that you shall be solely liable for, and we shall not have any liability whatsoever to you for, any data or other information that is not actually or properly received by us or for any data or other information that is intercepted, compromised, or altered by an unauthorized third party. You agree that Bank has no obligation to accept any data or other information and, therefore, may reject any data or other information transmitted or delivered by you.

You shall at your own expense provide and maintain the equipment, software and services necessary to effectively and reliably test, transmit and receive all EDI information received or sent by us since the most recent transmission or receipt of information ("Documents"). If you utilize one of our Web Portals to receive/view Documents, we will provide you with the appropriate specifications in order to facilitate your compliance with this paragraph. You will be deemed to have satisfied the requirements of this paragraph if you contract with a Value Added Network ("VAN") acceptable to us, which provides and maintains such equipment, software and services.

Where applicable, Documents will be transmitted to you or received by us either directly or through the VAN designated by you. Transmission to your designated VAN shall constitute transmission to you hereunder. You may modify your election to use, not use, or change a VAN upon thirty (30) days prior written notice to us. You will be responsible for all costs of any VAN with which you contract. You shall be liable and agree to indemnify and hold us harmless for any claim, action, suit or liability arising out of any act or omission of your VAN. The preceding sentence may not apply if you are a public funds customer (e.g., government or public university) and the governing state law, or rule, regulation or regulatory opinion prohibits indemnification by such entities.

We shall electronically transmit to you on each Business Day, the information received even if Documents contain no information that particular day. Documents with respect to the origination side of EDI will only be sent when scheduled with you as set forth in the implementation documents. The implementation documents will also include the reporting methodology agreed to between you and us.

Upon receipt by you of any Documents, you shall promptly and properly transmit a functional acknowledgement in return, unless you have chosen to waive the need for acknowledgement. The acknowledgement (or waiver thereof) shall constitute conclusive evidence Documents have been properly received. If any Document is received in an unintelligible or garbled form, you shall promptly notify us in a reasonable manner and upon receipt of such notice, we shall re-transmit such Document.

#### **Multibank Reporting and Third Party Information**

We will collect certain information with respect to Accounts (and/or, via a third-party Processor, accounts maintained with other financial institutions), transactions involving Accounts, or accounts maintained by others for whom you have been properly authorized to access such account information, and we will make such information available to you to be viewed electronically. Alternatively, we may send, via a third-party Processor, certain information with respect to Accounts, transactions involving Accounts, or accounts maintained by others with us for whom you have been properly authorized to access such account information, so that such information may be made available to you via other financial institutions with whom you bank. You agree that you will authorize the other financial institution to make the reporting information available to us and to take all other actions necessary for us to activate the information report features of the Platform for you. If you gain, through your use of one or more Services, access to any information relating to any person other than us, you or any of your subsidiaries which have authorized your receipt of such information, you agree that you will treat such third-party information as strictly confidential and you shall not disclose it to any person outside your company or to any persons within your company except those who have a need to know. Further, you shall ensure that adequate measures have been taken to prevent the unauthorized use of any such third-party information. You agree that you will not use any such third-party information for your own purposes other than in a communication to us relating to the Services.

#### **Limitation on Information Reporting Services**

You understand that the information available to you in connection with any of the Information Reporting Services is updated periodically and therefore, at any point in time may not reflect the most up to date information in our records. You acknowledge and agree that the Service does not include any recommendation, guaranty, representation or warrant whatsoever. We shall not be responsible for errors in, or delays regarding, information provided to us by other financial institutions third-party Processors, or other non-Bank sources.

### **REMOTE DEPOSIT CAPTURE SERVICES PRODUCT SCHEDULE**

#### **General Description**

Subject to the terms, provisions and conditions of this Agreement, Bank shall provide the Remote Deposit Capture Service ("RDC Service") to Customer, which allows Customer to make deposits to Customer's Accounts from Customer's office by scanning checks on a desktop scanner and delivering the images and information required hereby to Bank or Bank's designated processor (a "Processor"). The terms Bank and Processor may be used interchangeably when used in relation to any RDC Services performed by a Processor on behalf of Bank including, but not limited to, the receipt and processing of images and check data and any notices related thereto. The scanner must capture an image of the front and back of each Check (as herein defined) to be deposited (each an "Image" and, if more than one, "Images") in accordance with the RDC Procedures (as herein defined), must read and capture the magnetic ink character recognition ("MICR") line on each Check and must read and capture all such other data and information as is required by this Agreement. After a capture of the Images, the MICR line on each Check and all other required data and information from each Check, Customer will transmit one or more files containing the Images, the MICR line from each Check and all other required data and information from or pertaining to all Checks and other required information (each such file a "File" and, if more than one, "Files") to Bank or Processor via the internet. Subject to compliance with the terms, provisions and conditions of, and as provided in, this Agreement, Bank will provisionally credit the Account or Accounts designated by Customer for the amount of the deposit(s) to which the File(s) pertains on the day of receipt of the File(s), and enter the Images of the Checks into the collection process, in accordance with the provisions of Bank's then current Deposit Agreement and disclosure pertaining to the Account(s) into which the deposit is to be made and this Agreement. Customer acknowledges and agrees that Bank in its sole discretion may discontinue, and/or change the terms of the RDC Service or any related content, features, products or services associated therewith, at any time without notice or liability to Customer or any third party. Customer hereby agrees that Bank shall be the exclusive provider of the RDC Service provided in accordance with this Product Schedule and that Customer will not use the same or similar services of any other party. Customer agrees that this Product Schedule sets forth the terms and conditions pursuant to which Bank will provide to Customer the RDC Service and is entered into as a Product Schedule under the Master Agreement and the Other Agreements that governs any Accounts for which you utilize the RDC Service. In the event of inconsistency between a provision of this Product Schedule, the UCC, the General Provisions of the Master Agreement, or the Other Agreements, the provisions of this Product Schedule shall prevail.

#### **Laws, Rules, and Regulations**

You shall comply with all existing and future operating procedures used by the Bank for processing of transactions and with 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 ("FTC"), Nacha, the Federal Reserve, and the Electronic Check Clearing House Organization ("ECCO"). These laws, procedures, rules, regulations, and definitions, as the same may change from time to time (collectively the "Rules"), shall be incorporated herein by reference. In the event of any conflict between the terms of this Agreement and the Rules, the Rules will control the interpretation of this Agreement. The Bank, in its sole discretion, shall select the organization for clearing Check 21 transactions and ACH Transactions. You acknowledge that the Bank is your agent for clearing Check 21 transactions and ACH Transactions received for deposit. Terms used herein with an initial capital letter without definition herein which are defined in the Rules are used as defined therein.

#### **Intermediaries**

We may act on any communication and provide the RDC Service using any payment system, third party processor or vendor, or other intermediary organization we reasonably select. Our performance of the RDC Service is subject to the Rules and regulations of any such system or organization. We shall have no obligation to disclose arrangements with third parties to you or obtain your prior consent. You authorize the transfer of information relating to you to such third parties or agents of Bank or Customer for use in connection with the RDC Service or as required by law.

### Remote Deposit Requirements

You can make Remote Deposits if, but only if, you satisfy the entire Scanner and Related Hardware and Software Requirements, Image Quality Requirements, and other requirements of this Agreement.

### Scanner and Other Related Hardware and Software Requirements

We may provide you with equipment and/or software (collectively, "Customer System") that you can use to scan and transmit Images of the front and back of Checks and other information (e.g., MICR line data) to us. You agree to use the Customer System only for the purpose of processing Checks and information in the manner permitted by this Agreement and you will be responsible for securing the Customer System against theft and damage. You will be required to use the Customer System in conjunction with your own computer and your own access to the internet. You agree not to: (a) use Customer System outside the United States without Bank's prior consent; (b) use the Customer System to process Checks through other institutions; (c) use the Customer System at a location other than your regular place of business; (d) perform or allow others to perform alterations or repairs to the Customer System without our written consent; or (e) attempt to bypass or disable any security feature of the Customer System.

You understand you must, and hereby agree to, at your sole cost and expense, use computer hardware and software that meets all technical requirements for the proper delivery of the RDC Service and that fulfills Customer's obligation to obtain and maintain secure access to the internet. Customer understands and agrees it may also incur, and shall pay, any and all expenses related to the use of the RDC Service, including, but not limited to, telephone service or internet service charges. You are solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the RDC Service. You understand and agree that you are solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the RDC Service and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements, and such performance shall be rendered by properly trained personnel. Bank is not responsible for, and you hereby release Bank from any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the internet. Bank hereby advises you, and you hereby agree, to scan your computer hardware and software on a regular basis using a reliable computer virus detection product in order to detect and remove computer viruses. In connection with its use of the RDC Service, you shall only use the hardware as is approved in advance by Bank and shall only use such software approved in advance by Bank.

You acknowledge and agree that (a) any and all computer programs ("Software"), including, but not limited to, the object and source codes therefore, and any and all updates, upgrades, fixes and enhancements thereto and any and all documentation, user guides and instructions pertaining thereto (everything in this clause (a), collectively, "Program"), and (b) any and all program manuals, users guides, instructions and other documentation provided to, or used by you in connection with the RDC Service (everything in this Section) collectively, the "Documentation") and all intellectual property rights such as copyrights, patents, and trade secrets, pertaining to the Program and the Documentation, are owned exclusively by Bank and its licensors, represent or contain valuable rights of Bank and its licensors, and are protected under United States patent, copyright, trademark and trade secret laws of general applicability. You further acknowledge and agree that all right, title, and interest in and to the Program and Documentation, together with all modifications, enhancements, and derivative works, including all copyright rights, are and shall remain with Bank and its licensors. The RDC Service does not create in you, and does not constitute an assignment of, any rights of Bank and its licensors in and to any copyrights, trade secrets, patents, or other intellectual property rights. You hereby assign to Bank and/or its licensors, as directed by Bank, any rights, including any patent, copyright, mask work rights, trademarks, and trade secrets, which now exist or which it may acquire at any time in the future to the Software or the intellectual property rights to the Software, and any other computer code using any of the Program. You hereby waive any "moral rights" to the Program. You agree to cooperate and to take all action reasonably requested by Bank or its licensors in connection with any such assignment.

You shall not at any time, either directly or indirectly, put to issue the scope, validity or ownership of Bank or its licensors' intellectual property rights and shall not do any act, either directly or indirectly, which could reasonably be expected to impair the scope, validity, or ownership of such intellectual property rights.

You will not, and will not permit any third party to, (i) copy or use the Program or Documentation except as expressly authorized by this Master Agreement; (ii) rent, distribute or otherwise transfer the Program; (iii) use the Program for third-party training, commercial time-sharing or service bureau use; (iv) alter, change, modify or otherwise create derivative works of the Program; or (v) remove or alter any intellectual property or proprietary notices, legends, symbols, or labels appearing on or in the Program or Documentation. In addition, you will not reverse engineer, disassemble or recompile any Software, except to the extent expressly permitted by applicable law. If the law of any jurisdiction purportedly authorizes or allows you to reverse engineer, disassemble or decompile the Software and you intend or begin to do so in reliance on such law, you shall notify Bank in writing of its intended or actual activities. In the event of such notice, Bank may immediately terminate this Product Schedule upon notice to you.

You will, your expense, promptly execute and deliver such further documents and take any and all other actions reasonably requested by Bank from time to time, for the purpose of fully effectuating the intent and purposes of this Product Schedule, and to protect the interests of Bank, its licensors, and their respective successors and assignees.

All rights, title and interest in and to any and all computer programs, including, but not limited to, the object and source codes therefore, and any and all updates, upgrades, fixes and enhancements thereto and any and all Documentation, user guides, instructions and Additional Documents provided to, or used by, Customer in connection with the RDC Service shall be, and remain, the property of Bank or Processor, as applicable. Unless otherwise expressly authorized, Customer may not copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, or commercially exploit the Customer System, Product Schedule or Additional Documents.

### Return of Equipment Following Termination

You agree to return the equipment, if provided by the Bank, and all written and/or electronic documentation related to the equipment and/or the RDC Service to the Bank, together with all copies thereof, upon termination. Following termination, you shall promptly, and at your sole expense, return any equipment to us. The nearest bank location is considered an acceptable place to return any equipment. If any equipment that we have supplied you has been lost, misplaced, stolen, destroyed, or damaged, we reserve the right to immediately deduct the cost of such equipment or repair thereof, from any of your Accounts, as equal payment. You are not expected to return any equipment you purchased from us.

### Equipment Maintenance

Unless otherwise agreed between us, you shall be ultimately responsible for obtaining and properly maintaining your equipment and system requirements. We shall not be liable to Customer, in any manner whatsoever, for any type of errors, losses, damages or other claims related to Customer's failure to do so.

### Services from Others

You may be using special equipment, services or software provided by a third party to assist you in processing items and Files hereunder. You (i) agree that any third party is acting as your agent in the delivery of items and Files to us, and (ii) agree to assume full responsibility and liability for any failure of that third party to comply with the laws, Nacha Rules or this Agreement. We will not be liable for any losses or additional costs incurred by you as a result of any error by a third party or a malfunction of equipment provided by a third party. You agree to provide at least ten (10) days advance written notice to us in the event you wish to use any such third party. You are solely responsible for any such third party's compliance with the requirements of this Agreement or in any software updates. We shall not have any responsibility for any item or File handled by a third party until that point in time when we accept and approve an item or File from such third party for processing.

### Checks Deposited

Customer hereby agrees that it will only scan and deposit (a) Check(s) as that term is defined in Federal Reserve Board Regulation CC ("Reg CC"), (b) Checks that are properly payable to you, and (c) Checks that are acceptable to Bank for deposit into your Account in accordance with the Deposit Agreement. Customer agrees that the Image of the Check that is transmitted to Bank shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). Money Orders may be considered eligible items. Notwithstanding the preceding sentence, whether or not money orders are items for Reg CC purposes, some money order types are not eligible for deposit using a scanning device because they may not be embossed at printing and the numeric and written amount may not be a legible image when scanned.

Customer further agrees that it will not remotely deposit any Check or other items that: (a) are payable to any person or entity other than Customer (third party checks), (b) are drawn, or otherwise issued, by Customer or any affiliate of Customer on any Account of Customer or of such affiliate, (c) are prohibited by Bank's then current procedures pertaining to the RDC Service or are in violation of any law, rule or regulation, (d) Check images contain an alteration to any of the fields on the front of the check or item or which Customer knows or suspects, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (e) Checks that have previously been returned unpaid for any reason; (f) Checks that are postdated or more than 6 months old; (g) Checks payable to "Cash"; (h) any Check or Checks that exceed the transactions limitation(s) that we establish from time to time; (i) are drawn on financial institutions that are located outside of the United States or Territories of the United States, (j) is a remotely created check, a substitute check or an Image Replacement Document ("IRD"), (k) Images of Checks previously converted to Substitute Checks (as defined by the Check Clearing for the 21st Century Act and its regulations ("Check 21"); (l) Check images with unreadable MICR information; (m) Checks issued by the United States Treasury (e.g., tax refund checks) or issued by the federal or state government (e.g., benefit checks); (n) U.S. Postal Money Orders, U.S. Savings Bonds, Travelers Cheques, or money orders; (o) Convenience checks or checks drawn on a line of credit; or (p) which are not acceptable to Bank for deposit into a deposit Account as provided in the Deposit Agreement, which is incorporated herein by reference and made a part hereof (Checks described in clauses (a) through (q) each a "Prohibited Check" and, collectively, "Prohibited Checks"). Customer grants Bank a security interest in all Accounts or other deposits (whether general or special) of Customer's at the Bank, and in all funds in such Accounts or other deposits, to secure Customer's obligations to Bank under this Agreement. This security interest will survive termination of this Agreement.

You grant Bank a security interest in all Accounts or other deposits (whether general or special), and in all funds in such Accounts or other deposits, to secure your obligations to Bank under this Product Schedule. This security interest will survive termination of this Product Schedule

Customer may be required to maintain a reserve ("Settlement Reserve") of an amount to be solely determined by Bank. Customer acknowledges and agrees that any Settlement Reserve will be deposited in a Bank Account for exclusive use by Bank for purposes of offsetting any of Customer's obligations under this Product Schedule. Customer grants Bank a security interest in any Settlement Reserve to enable the Bank to enforce any obligation owed by Customer under this Product Schedule without notice or demand to Customer. Customer's obligation to maintain a Settlement Reserve shall survive the termination of this Product Schedule, with such obligation lasting until all of Customer's obligations under this Product Schedule have been fully offset.

### Image Quality Requirements

Each File transmitted by Customer to Bank shall contain Images of the front and the back of the Checks scanned and remotely deposited by Customer. Each Image of each Check shall be of such quality that the following information can clearly be read and understood by sight review of such Image:

- a. the amount of the Check;
- b. the payee of the Check;
- c. the signature of the drawer of the Check;
- d. the date of the Check;
- e. the Check number;
- f. the information identifying the drawer and the paying bank that is preprinted on the Check, including the MICR line; and
- g. all other information placed on the Check prior to the time an image of the Check is captured, such as any required identification written on the front of the Check and any indorsements applied to the back of the Check.

Each Image shall also meet all standards for image quality established by and to permit us to satisfy all pertinent requirements of the following: the American National Standards Institute ("ANSI") the Check 21 Act, 12 USC 5001, et seq.; all related laws or regulations; all other state or federal laws and regulations; The Electronic Check Clearing House Organization; and all other clearing houses or associations.

Customer shall also capture and transmit to Bank the full-field MICR encoding on each Check. In accordance with the RDC Procedures, Customer shall ensure that the following information is captured from the MICR line of each Check:

- a. the American Bankers Association routing transit number ("RTN");
- b. the number of the account on which the Check is drawn;
- c. when encoded, the amount of the Check; and
- d. when encoded, the serial number and the process control field of the Check.

### Scanning of Checks and Transmission of Files

Customer shall (a) endorse each Check to be deposited in accordance with the RDC Procedures, (b) scan the front and back of each Check to be deposited and thereby capture the image of the front and back of each Check and capture the MICR encoding on, and any other required data from, each Check and (c) transmit the File containing the images of, the MICR line from and all other required data and information from or pertaining to, such Checks and other information to Bank or its Processor in accordance with the RDC Procedures, a copy of which RDC Procedures have either heretofore been, or are herewith, provided to Customer by Bank, and Customer acknowledges receipt thereof. Bank reserves the right to amend the RDC Procedures, with or without prior notice to Customer. Bank may also require Customer to comply with Security Procedures (as defined in the General Provisions) and the Security Procedures contained in this Schedule to access the RDC Service. The specific Security Procedures will be described in the RDC Procedures. Bank is not, and will not be, obligated to detect errors by Customer or others, even if Bank takes certain actions from time to time to do so.

To ensure accuracy, Customer shall balance the dollar amount of each deposit to the sum of the Checks prior to transmitting the File in accordance with the RDC Procedures. Customer may send multiple Files to Bank or Processor throughout the day. The total dollar value of the Files sent by Customer to Bank on any day shall not exceed the dollar amount specified in the implementation document (the "Deposit Limit"). If the total dollar value of the Files sent by Customer to Bank on any day exceeds the Deposit Limit, Bank may, at its option, refuse to accept the File that exceeds the Deposit Limit, or Bank may accept and process the File. Customer agrees not to exceed the Deposit Limit. To be eligible for processing on the day transmitted, Files must be received by Bank no later than 8:00 p.m. ET on a Bank Business Day (the "Cut-Off Time") (which we may change from time to time), or on a Saturday, Sunday, state banking or federal holiday, which may be deemed received by us as of the next Bank Business Day. A File is considered received by Bank when a complete copy of such File has been written on a Bank electronic storage device in conformity with Bank's technical and operational requirements. To meet the Cut-Off Time, the entire File must be received by Bank prior to the Cut-Off Time, and the File must successfully pass the edits for conformity with the technical requirements. For purposes of determining when a File has been delivered and received, Bank's records shall be determinative. A File which is not balanced in accordance with the RDC Procedures, or which is received after the Cut-Off Time shall be deemed to have been received on the Bank Business Day following the Bank Business Day on which the File is actually received by Bank. Bank reserves the right to change the number of Files that may be transmitted in a day, the Deposit Limit and the Cut-Off Time. All such changes shall be effective immediately and may be implemented prior to Customer's receipt of notice thereof. Customer may contact Bank at any time to verify the current number of Files that may be transmitted in a day, the Deposit Limit and the Cut-Off Time.

### Review of Transactions

You agree to view the images of each scanned Check (front and back) that you send to us. If you do not receive a transmission receipt for each batch transmission, please contact us or use our online service to confirm our receipt of your batch file. If Check information received by us is not complete or cannot be processed by us for any reason, we may reject the Check, notwithstanding any transmission confirmation and charge the amount back against any provisional credit to your Account.

### Maintenance and Destruction of Original Check

Customer shall securely store all original Checks for a period of thirty (30) days after transmission date (such period the "Retention Period"). It is recommended that you store Checks in a locked area, such as a file cabinet or file room. During the Retention Period, Customer shall take appropriate security measures to ensure that: (a) only authorized personnel shall have access to original Checks, (b) the information contained on such Checks shall not be disclosed, (c) such Checks will not be duplicated or scanned more than one time and (d) such Checks will not be deposited or negotiated in any form. Customer shall also implement proper security procedures and internal controls to ensure the confidentiality of any information that is considered to be non-public personal information that is retained by Customer. Customer shall destroy original Checks upon the expiration of the Retention Period applicable to such Checks. Customer will use commercially reasonable methods of destruction approved by Bank to destroy original Checks after expiration of the Retention Period. Customer will promptly (but in all events within 5 Business Days) provide any retained Check (or, if the Check is no longer in existence, a sufficient copy of the front and back of the Check) to Bank as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check. Customer shall also comply with any applicable retention requirements of its relative state. In case of conflict, the stricter destruction requirement will control.

### Receipt of File

You agree that you shall be solely liable for, and Bank shall not have any liability whatsoever to you for, any File or Images or other information contained therein that are not received by Bank or for any File or the Images or other information contained therein that are intercepted or altered by an unauthorized third party.

You agree that Bank has no obligation to accept a File and, therefore, may reject any File or the Images or other information contained therein submitted by you. Bank has no obligation to notify you of the rejection of a File or the Images or other information contained therein. Bank shall have no liability to you for the rejection of a File or the Images or other information contained therein or for the failure to notify you of such rejection.

Bank has no obligation to notify Customer of the rejection of a File or the Images or other information contained therein. Bank shall have no liability to Customer for the rejection of a File or the Images or other information contained therein or for the failure to notify Customer of such rejection. Upon receipt of a File submitted by Customer, Bank may examine such File and the Images and other information contained therein to ensure that Customer has complied with this Agreement and followed the RDC Procedures. If Bank determines that Customer has not complied with this Agreement or followed the RDC Procedures or if errors exist in the Images or other information contained in the File, Bank, in its sole discretion, may either reject the File or elect to correct the error and accept and process the corrected File (a "Corrected File"). As a form of correction, Bank may credit Customer's Account for the full amount of the deposit and make any necessary adjustments to the Account to correct the error. Bank may, at its option, also perform a risk management analysis of one or more Files submitted by Customer to detect potentially fraudulent Checks, and, in its sole discretion, Bank may reject any such File or the Images or other information contained therein. If after examination of a File and the Images and other information contained therein, Bank determines that Customer has complied with this Agreement and processed and transmitted the File in accordance herewith and with the RDC Procedures, the File is balanced and the Images meet the requirements of this Agreement, then Bank shall accept the File (an "Accepted File") for deposit to Customer's Account. Notwithstanding the fact that Bank has accepted a File for deposit, any credit made to Customer's Account shall be provisional, and Customer shall remain liable to Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against, Bank.

### Provisional Credit and Availability of Funds

Upon acceptance of the File, Bank shall grant Customer's Account Provisional Credit (as herein defined) for the total amount of the Corrected File or the Accepted File, as applicable. As used herein, "Provisional Credit" means that the credit is made to Customer's Account subject to final payment of the Checks and subject to the terms of the Deposit Agreement. For the purpose of determining availability of funds, Bank may hold funds for the period of time permitted by Bank's funds availability disclosure.



## **Laws, Rules and Regulations**

Customer agrees to comply with all existing and future operating procedures used by Bank for processing of transactions. Customer further agrees to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting checks and drafts and ACH Transactions, including, but not limited to, all rules and procedural guidelines established by the Federal Trade Commission ("FTC"), the Board of Governors of the Federal Reserve, Electronic Check Clearing House Organization ("ECCHO") and any other clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound (collectively, all such procedures, rules, and regulations, the "Rules"). The Rules are incorporated herein by reference. In the event of conflict between the terms of the RDC Service and the Rules, the Rules will control.

**OFAC:** It shall be the responsibility of Customer to ensure that the Check complies with U.S. law. This includes but is not limited to sanctions enforced by OFAC. It shall further be the responsibility of Customer to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from OFAC Compliance Hotline at 800-540-OFAC.)

## **Collection of Checks**

Bank, in its sole discretion, shall determine the manner in which Images shall be presented for payment to the drawee bank. Bank, in its sole discretion, shall select the clearing agents used to collect and present the Images, and Bank's selection of the clearing agents shall be considered to have been designated by Customer. Bank shall not be liable for the negligence of any clearing agent. Collection of Checks is also subject to applicable law, Rules, regulations, and the terms of the Deposit Agreement.

## **Returned Items**

If Images of Checks deposited by Customer are dishonored or otherwise returned unpaid by the drawee bank, or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the Image, Customer understands and agrees that, since Customer either maintains the original Check or has destroyed the original Check in accordance with this Agreement, the original Check will not be returned, and Bank may charge back an Image of the Check to Customer's Account. Customer understands and agrees that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by Bank, Customer agrees not to deposit the original Check if an Image or other debit as previously described is charged back to Customer. Customer may request that Bank re-present returned Images of Checks to the drawee or process returned Images of Checks according to instructions provided by Customer to Bank (the "Special Instructions"). These Special Instructions may be given to Bank in a separate document in conjunction with or subsequent to the execution of the Onboarding Form (in which this Master Agreement is incorporated). Bank shall not be bound by such Special Instructions until such time as Bank has agreed in writing to accept the Special Instructions. Notwithstanding the fact that Bank has agreed to accept the Special Instructions, Bank may, in its sole discretion, disregard the Special Instructions and charge the returned Check back to the Customer Account to which the Checks were deposited. In the event that Customer has requested that returned Images of Checks be re-presented, in no event will Bank re-present an Image of a Check or an Entry in excess of the limit established or permitted for the number of times that a Check or Entry may be re-presented by the Rules. Customer may change or amend the Special Instructions by providing Bank a written request to change or amend the Special Instructions. Changes or amendments to the Special Instructions shall not become effective until acknowledged and accepted in writing by Bank. Customer hereby agrees to pay Bank the fees for processing returned Checks and Special Instructions contained in Bank's then current schedule of fees for such services.

## **Confirmation: Account Reconciliation**

Bank will provide notice of receipt of deposits to your Account on the periodic statement for such Account. You are responsible for detecting and reporting to Bank any discrepancy between your records and the records Bank provides to you. If you do not detect and notify Bank of such a discrepancy within thirty (30) days of your receipt of any terminal printout, mailed report, or periodic statement, whichever is received first, then such transactions shall be considered correct, and you shall be precluded from asserting such error or discrepancy against Bank.

## **Update Notice**

You shall provide written notice to Bank of any changes to the information previously provided by you to Bank, including, but not limited to, any additional locations, any change in business, any new business, the identity of principals and/or owners, the form of business organization, type of goods and services provided and method of conducting sales. Such notice must be received by Bank within five (5) Business Days of the change. You shall provide any additional information requested by Bank within five (5) Business Days of such request. Bank retains the right to: (a) review your Checks, Files and business activities from time to time to confirm you are conducting business as stated by you, and (b) re-price or terminate the RDC Service based on changes to information previously provided to Bank by you.

## **Banks Duties and Responsibilities**

Bank's duties and responsibilities are limited to those described in this Product Schedule, the Master Agreement and any Other Agreements governing the Accounts. Bank will use commercially reasonable care in performing its responsibilities under this Product Schedule.

You agree to monitor your Account balances and charges, to promptly notify Bank if any records conflict with your records, and to refrain from acting on information you have reason to believe is erroneous. In all instances, Bank's and, if the services of a third-party provider are utilized in the provision of the RDC Service, such third party's sole liability to you shall be limited to the correction of any errors made. Bank shall not be responsible for suspension of performance of all or any of its obligations, responsibilities or covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith is prevented or hindered by, or are in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any act of God or of the public enemy, war, epidemic, strike, or work stoppages of the U.S. Postal Service and commercial carrier(s), or electric power disruption or shortage, telecommunications failure or computer failures; acts, omissions or errors of any carrier and/or agent operating between you and Bank or Bank and any Federal Reserve Bank or other agency utilized to exercise transfers or any recipients of transferred funds; any incorrect, unauthorized or fraudulent use or other fraud by any person other than Bank's employees; or, without limiting the generality of the foregoing, any other cause or circumstance beyond Bank's control or other conditions or circumstances not wholly controlled by Bank, which would prohibit, interrupt or otherwise affect Bank's complete or partial performance under this Product Schedule.



### RDC Security Procedures

In addition to any applicable Security Procedures described on the General Provisions of this Master Agreement, you agree that you are bound by the Security Procedures contained in the Master Agreement. In addition to the Security Procedures contained in the Master Agreement, you agree to the following (collectively, the "RDC Security Procedures"):

- a. You shall be solely responsible for protecting against unauthorized access to the scanner and the RDC Service and any and all losses and damages arising from any unauthorized access to the scanner and the RDC Service including unauthorized electronic or internet access.
- b. You shall establish physical security and other security procedures necessary to ensure the confidentiality of access features as to the RDC Service.
- c. You agree that technical and operational training of your employees with respect to the RDC Service and equipment is critical to the effectiveness of the system and you agree to provide adequate training for primary and backup employees. You shall be responsible for training any employees regarding the use of the RDC Service and shall be responsible for instructing employees on the security procedures contained in this Product Schedule.
- d. Bank may, at its sole discretion, conduct an on-site inspection, at any time and from time to time, of your place of business to ensure compliance with the provisions of this Product Schedule.
- e. Bank shall have no obligation, liability or control, either directly or indirectly over said procedures or the failure of you to maintain said procedures.

You agree to:

- a. Take reasonable steps to safeguard the confidentiality of all passwords;
- b. Limit access to its passwords to persons who have the need to know such information;
- c. Closely and regularly monitor the activities of employees who access the RDC Service;
- d. Prohibit your employees and agents from initiating the scanning of Images without proper supervision and adequate controls.

Bank recommends that different individuals handle the creation of deposit Image batches; and the approval of the Image batch for release to Bank.

You understand and agree that the Security Procedures described in this Product Schedule are commercially reasonable and that upon receipt of instructions following the authentication measures, Bank will treat those instructions as your instructions. Bank shall not be liable for any losses when Bank has used the authentication procedures and Bank has acted in good faith on the instructions so received.

Bank may suspend immediately the RDC Service or the processing of any Check or corresponding or electronic item if Bank has reason to believe that there has been a breach in the security of the RDC Service or fraud involving the Account or such Check.

### RDC End User License Agreement

This Product Schedule applies to your use of the RDC Service and applies to your access to the RDC Service. You understand that some of the RDC Service contemplated by this Product Schedule are provided by third parties. Bank shall not be liable for any RDC Service provided by such third parties. This Product Schedule shall be your license to use any RDC Service provided by Bank or such third parties.

- a. Bank has the right to terminate or suspend your access to or use of the RDC Service, with or without notice, in the event that you violate this Product Schedule or close your Account.
- b. The RDC Service are owned and operated by Bank or its affiliates, licensors and/or third party service providers (the "RDC Bank Parties") and unless otherwise indicated, all designs, text, images, videos, graphics, software and other content and materials appearing in the RDC Service (collectively, "RDC Content") are the property of Bank or the RDC Bank Parties, and protected, without limitation, by U.S. and foreign copyright, trademark and other intellectual property laws. All trademarks, service marks, trade names, logos and other indicia of origin (collectively, "RDC Marks") appearing on the RDC Service are the property of Bank or the RDC Bank Parties. You may not make any use of any RDC Content or RDC Marks without the prior written consent of Bank. No RDC Content from RDC may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way.
- c. In using or accessing the RDC Service you agree: (1) not to use the RDC Service for fraudulent purposes; (2) not to "spam" others or "phish" for others' personal information; (3) not to create or use a false identity; (4) not to disrupt or interfere with the security of, "deeplink", attempt to obtain unauthorized access to or otherwise abuse, the RDC Service or affiliated or linked websites; (5) not to disrupt or interfere with any other user's enjoyment of the Services; (6) not to use, frame or utilize framing techniques to enclose any RDC Marks or other proprietary information (including RDC Content); (7) not to use meta tags or any other "hidden text" utilizing a RDC Mark; and (8) not to use the RDC Service in a manner that is defamatory, inaccurate, profane, threatening, invasive of a person's privacy, violates any third party proprietary rights, or is in violation of any law or regulation.
- d. The RDC Service may contain links to third party websites and services, over which Bank has no control. You acknowledge and agree that Bank does not endorse, verify, or make any representations regarding these third-party websites and services and is not responsible for the availability of, and any liability arising from, any such third-party websites and services. Bank is not liable to you or any other party for any loss or damage which may be incurred by you as a result of these third-party websites and services.
- e. Bank reserves the right, without notice and at its sole discretion, to suspend or terminate your ability to access or use the RDC Service, and to block or prevent future access to and use of the RDC Service for any reason. Bank may, in its sole discretion, terminate, change, modify, suspend, make improvements to or discontinue any or all aspects of the RDC Service, temporarily or permanently, at any time with or without notice to you. You agree that Bank shall not be liable to you or to any third party for any such modification, suspension or discontinuance.

### **Equipment Maintenance**

You shall be solely responsible for obtaining and properly maintaining your equipment and system requirements, electrical services, and telephone system, including computer equipment, internet connectivity, scanning terminals (unless contracted with Bank), and any other equipment or items necessary to receive the RDC Service. Bank shall not be liable to you, in any manner whatsoever, for any type of errors, losses, damages, or other claims related to your failure to do so.

### **Confidential Information and Proprietary Right in Data**

You agree to hold confidential, and to use only in connection with the RDC Service, all information furnished to you by Bank or by third parties from whom Bank has secured the right to use the RDC Service, including, but not limited to, Bank's product and service pricing structure, system design, programming techniques or other unique techniques. In addition, should you at any time receive or acquire any information relating to another customer of Bank, you shall promptly return such information to Bank and not reveal such information to any other party and shall not make use of such information for its own benefit or otherwise. The Bank's and your obligations and agreements under this paragraph shall not apply to any information supplied that was known to either party prior to the disclosure by the other, is or becomes generally available to the public other than by breach of this Product Schedule or otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party. Notwithstanding anything to the contrary contained herein, it is understood and agreed by the parties hereto that the performance of the Service is or might be subject to regulation and examination by authorized representatives of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation and/or a State regulatory agency, and you agree to the release by Bank of your reports, information, assurances and other data and information as may be required under applicable laws and regulations. You agree that any specifications or programs developed by Bank in connection with this Product Schedule, or supplied or made available to you by Bank, are the exclusive property of Bank, its agents, suppliers or contractors, and further agrees that such material shall not be copied or used in any manner or for any purpose without the express written consent of Bank. This clause shall survive the termination of this Product Schedule.

### **Exceptions and Discrepancies**

We will process the items according to the amount entered by you, if applicable, or by the numeric amount shown. If the numeric amount is unclear or does not match the written amount, we will process the Item according to the written amount, and we may correct the amount entered by you by adjusting your Account if there are discrepancies. If the Item is ambiguous, we reserve the right to return the Check as an exception. Items made payable to Customer or any reasonable derivation thereof may be acceptable for deposit. If an Item does not have the necessary information to be processed, then we reserve the right to treat the Item as an exception. If an Item is treated as an exception, we may return it to you, and not accept it for deposit. If an Item is returned for any reason, we will notify you. If we discover that the legal amount of an Item is different than the amount that has been credited to your Account, you authorize us to make the necessary adjustment to your Account to correct the discrepancy, without notice or prior approval necessary. You shall promptly notify us in writing of any error, unauthorized transaction, or discrepancy within the time periods set forth by the Deposit Agreement. You agree to provide us with any information we may reasonably request in connection therewith. In no event shall we be obligated to make any correction or otherwise resolve any error, discrepancy, or other unauthorized transaction if you should fail to notify us within the periods set forth in the Master Agreement.

### **Acknowledgement of Risk**

You acknowledge and understand that use of the RDC Service involves risk and Customer may suffer losses or liability due to failure to adhere to the Security Procedures or misuse of the RDC Service by an employee or other agent of Customer.

### **Training**

We reserve the right to require you or your employees to participate in certain training, including, without limitation, during setup and installation. Additional training is available upon request and or as deemed necessary by us. In the event you have staffing or user changes, we recommend and reserve the right to require additional training. Training will include, among other things, installation, awareness of security and fraud issues, deposit procedures, equipment and contingency plans.

### **Contingency Plan**

Customer agrees that, in the event Customer is not able to capture, balance, process, produce or transmit a File to Bank, or otherwise comply with the terms hereof or of the RDC Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, Customer will transport the originals of all Checks to the closest office of Bank and deposit original Checks with Bank until such time that the outage, interruption or failure is identified and resolved. Customer hereby acknowledges and agrees that Bank shall not be liable to Customer for any loss or damage of any nature sustained by Customer as the result of the inability of Customer to use the RDC Service. The deposit of original Checks at an office of Bank shall be governed by the terms and conditions of the Deposit Agreement and not by the terms of this Agreement.

### **Disputes**

All disputes between you and any drawer relating to any debit/credit transaction shall be settled between you and the drawer. You agree to indemnify and hold us and our Processors harmless from any claim, liability, loss, or expenditure relating to any such transaction or from your breach of any of your representations, warranties or obligations under this Agreement. We retain the right to set off against the Account for amounts the Bank is damaged by your actions.

## Warranties

Customer represents, warrants and covenants the following to Bank:

- a. Checks Deposited. Customer shall only deposit Checks that are authorized by this Agreement, the RDC Procedures and the Deposit Agreement;
- b. No Alterations. Neither you nor any third party has taken any action that would obscure, alter or impair the capture or transmission of information on the front or back of the Check or that otherwise may prevent us or another institution from capturing or processing such information;
- c. Image Quality. Each Image transmitted by Customer to Bank contains an accurate representation of the front and the back of each Check, and of the data contained on the MICR line, each such Image has not been modified or altered, and complies with the requirements of this Agreement;
- d. Accuracy of Information. All data and other information submitted by Customer to Bank, including but not limited to data contained in the MICR line of each Check, is complete and accurate and complies with the requirements of this Agreement;
- e. No Duplicates. Customer will not: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image or File to Bank, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. Customer further warrants that no subsequent transferee, including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Item(s);
- f. No Loss. No Subsequent transferees of the Item(s), including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check;
- g. You will be bound by and comply with all RDC Procedures and operating guidelines established by the Bank, contained herein or subsequently created;
- h. You assume responsibility for any Check that is transmitted which for any reason is not paid;
- i. You are a person entitled to endorse the Check;
- j. All signatures on the Check are authentic and authorized;
- k. Neither the Check nor the Image is counterfeit;
- l. You will properly endorse each Check if not utilizing the Bank's virtual endorsement feature, and deposit said Check into an Account at the Bank that matches the name of the Customer;
- m. You will deposit only Checks as defined in Regulation CC of the Federal Reserve Bank of the United States;
- n. You will deposit only Checks made payable to the Customer;
- o. You will not deposit Checks drawn on the Account;
- p. Neither the Check nor the Image is subject to a defense or claim in recoupment that can be asserted against the Customer;
- q. You have no knowledge of any insolvency proceeding commenced with respect to the drawer;
- r. Only checks drawn on financial institutions in the United States of America or Images of such Checks shall be deposited using the RDC Service;
- s. All Images meet the quality standards for substitute Checks contained in Regulation CC or any successor regulation with Images clearly containing amount, payee, drawee signature, date of Check, Check number and MICR line;
- t. You will comply with all applicable Rules, regulations and laws with respect to deposit of the Check;
- u. Files submitted by you do not contain computer viruses;
- v. Information. All information provided by Customer to Bank is true, complete and accurate and properly reflects the business, financial condition and principal partners, owners or officers, of Customer. Customer is not engaged in, or affiliated with, any businesses, products or methods of selling other than those disclosed by Customer to Bank;
- w. No Litigation. There is no action, suit or proceeding pending or, to Customer's knowledge, threatened which, if decided adversely, would impair Customer's ability to carry on its business substantially as now conducted or which would adversely affect Customer's financial condition or operations.
- x. Customer is solvent and Account will maintain sufficient funds;
- y. The person(s) signing any Agreement with the Bank is duly authorized;
- z. You will not use the Customer System for any unlawful purpose or to process items through other financial institutions;
- aa. You will not perform or allow others to perform alterations or repairs to the Customer System without our written consent; and
- ab. You will not attempt to bypass or disable any security feature of the Customer System.

## Exclusion of Warranties

YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE RDC SERVICE SHALL BE AT YOUR SOLE RISK, AND THAT THE SERVICES IS PROVIDED BY BANK ON AN "AS IS" BASIS.

WE AND THE PROVIDERS OF ANY EQUIPMENT WE MAKE AVAILABLE TO YOU MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR OF MERCHANTABILITY, WITH RESPECT TO THE RDC SERVICE, ANY EQUIPMENT OR ANY ASPECT THEREOF, AND BANK HEREBY DISCLAIMS ANY AND ALL OF THE SAME. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS PRODUCT SCHEDULE OR THE RDC SERVICE TO BE PERFORMED PURSUANT HERETO. YOU HEREBY WAIVE AND RELEASE US AND OUR EQUIPMENT PROVIDERS FROM ANY WARRANTY ARISING FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. NEITHER WE NOR OUR EQUIPMENT PROVIDERS WARRANT THAT OPERATIONS OF THE EQUIPMENT OR RDC SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED.

## LIMITATIONS OF LIABILITY

THE BANK'S ENTIRE LIABILITY AND THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM ARISING FROM OR RELATED TO THE RDC SERVICE IS LIMITED TO THE REPLACEMENT OF ANY SCANNING DEVICE THAT IS RETURNED TO THE BANK. IN NO EVENT SHALL THE BANK BE LIABLE TO THE CUSTOMER FOR ANY DAMAGES, INCLUDING LOST PROFITS, LOST SAVINGS OR OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE RDC SERVICE AND DOCUMENTATION, OR FOR ANY CLAIM BY ANOTHER PARTY. THE BANK'S DUTIES AND RESPONSIBILITIES IN CONNECTION WITH ACH TRANSACTIONS AND CHECK 21 TRANSACTIONS ARE LIMITED TO THOSE DESCRIBED IN THIS AGREEMENT. THE BANK WILL BE DEEMED TO HAVE EXERCISED ORDINARY CARE AND TO HAVE ACTED REASONABLY IF THE BANK HAS ACTED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND WILL BE LIABLE FOR LOSS SUSTAINED BY THE CUSTOMER ONLY TO THE EXTENT SUCH LOSS IS CAUSED BY THE BANK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE BANK WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE BANK'S ACT OR OMISSION.

THE BANK WILL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE: (A) RELATED TO THE DISHONESTY OF THE CUSTOMER'S EMPLOYEES, OFFICERS OR AGENTS; (B) RESULTING FROM THE BANK'S FAILURE TO ACCEPT ANY ACH TRANSACTIONS OR CHECK 21 TRANSACTIONS; OR (C) RESULTING FROM ANY DELAY IN THE PERFORMANCE OF THIS AGREEMENT, WHICH IS CAUSED BY AN ACT OF GOD, FIRE OR OTHER CASUALTY, ELECTRICAL OR COMPUTER FAILURE, DELAYS OR FAILURE TO ACT BY ANY CARRIER, MEDIUM OR AGENT OPERATING BETWEEN THE BANK AND THE CUSTOMER OR BETWEEN THE BANK AND THIRD PARTIES OR ANY OTHER CONDITION OUTSIDE THE BANK'S CONTROL. NO THIRD PARTY WILL HAVE RIGHTS OR CLAIMS AGAINST THE BANK UNDER THIS AGREEMENT. THE TERMS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

IN ADDITION TO THE PROTECTIONS AFFORDED TO BANK IN THE GENERAL PROVISIONS OF THIS MASTER AGREEMENT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND SUBJECT TO THE FOREGOING PROVISIONS OF THIS SECTION DEALING WITH BANK'S LIABILITY FOR DAMAGES SOLELY AND PROXIMATELY CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BANK'S LIABILITY TO YOU UNDER THIS PRODUCT SCHEDULE SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM BANK'S FAILURE TO EXERCISE ORDINARY CARE.

#### **Indemnification and Liability; Third Party Claims**

In addition to the indemnification provisions contained in the General Provisions, Customer hereby indemnifies Bank and each of its parents, subsidiaries and affiliates and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each an "Indemnified Party" and, collectively, the "Indemnified Parties") for, and holds each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of, or related to, the RDC Service, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to or resulting from Customer's: (i) destruction of original Checks, (ii) deposit of an electronic representation of a substitute check into an Account instead of an original Check, (iii) deposit of a prohibited check, (iv) dispute between you and any third party in connection with the use of the RDC Service, (v) breach of your representations or warranties for any transaction submitted by you described in this Agreement, and/or (vi) any loss or expenditure which results from any transaction submitted by you caused by the drawer's inability to fund the transaction; provided, however, Customer is not obligated to indemnify Bank for any damages solely and proximately caused by Bank's gross negligence or willful misconduct. The terms of this paragraph shall survive the termination of the Remote Deposit Service.

#### **Information and Access**

Bank may from time to time request information from Customer in order to evaluate a continuation of the RDC Service to be provided by Bank hereunder and/or adjustment of any limits set by this Agreement. Customer agrees to provide the requested financial information immediately upon request by Bank, in the form required by Bank. Customer authorizes Bank to investigate or reinvestigate at any time any information provided by Customer in connection with this Agreement or the RDC Service and to request reports from credit bureaus and reporting agencies for such purpose. 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 this Agreement 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, 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 the Customer location related to information technology, the RDC Service 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 the requested financial information, or if Bank concludes, in its sole discretion, that the risk of Customer is unacceptable, or if Customer refuses to give Bank access to Customer's premises, Bank may terminate the RDC Service according to the provisions hereof.

#### **Other Terms**

This Agreement (including implementation documents) incorporates, and supersedes where inconsistent, the terms of your Deposit Agreement with us.

#### **Return of Documentation**

Within thirty (30) days after termination of the Services, you will return or destroy all copies of the RDC Documentation in your possession or under your control, and will, upon request, certify in writing that you have returned or destroyed all such copies. You will keep your Account with Bank open until the later of seventy-five (75) days after the date of termination or final payment with respect to all fees and during such time will keep in such Account an amount sufficient to cover any remaining outstanding Checks. If the outstanding Checks or returned items exceed the amount in the Account, you will pay such excess to Bank upon demand. You will also continue to retain Checks and forward Checks as required under these Services. You agree not to develop a product substantially similar to the Services during the term hereof or within three (3) years after termination of the Services.

All Sections of these Services which are intended by their terms to survive termination of these s will survive the termination of these Services.

### **LOCKBOX PRODUCT SCHEDULE**

#### **Description of Service**

The Lockbox Service is a Service offered by Bank to Customer whereby Customer directs those persons or entities making payments and other Remittances, as defined below, to Customer to mail the payment and certain documentation to a Post Office Box (the "Lockbox") from which Customer has authorized Bank and/or Bank's processor (a "Processor") to remove the contents. The terms Bank and Processor may be used interchangeably when used in relation to any services performed by a subcontractor on behalf of Bank including, but not limited to, the receipt and processing of checks and Remittances and any data related thereto. It is the sole responsibility of the Customer to notify remitters that Remittances shall be mailed to the Lockbox assigned by Bank. Bank and/or Processor shall perform certain specified functions and deposit the checks into Customer's Account. Customer hereby requests and Bank has agreed to perform the Lockbox Service as provided in this Product Schedule.

#### **Power of Attorney**

Customer appoints Bank as the Customer's attorney-in-fact and grants Bank a power of attorney, which power shall be deemed coupled with an interest, to perform all functions and tasks necessary for the facilitation of the Lockbox Service provided in this Product Schedule, including the opening of all envelopes delivered to the Lockbox, the endorsement of any checks or similar items delivered to the Lockbox, and to otherwise handle and administer all checks and items delivered to the Lockbox and the Account into which such checks or other items are deposited.

#### **Checking accounts**

The Customer shall open a Checking Account(s), into which the Remittance payments shall be deposited, and shall submit all forms and documents, including but not limited to, signature cards, partnership agreements, and resolutions, as required by Bank in conjunction with this Service. Each Checking Account shall be subject to the Bank's rules, regulations and fees. The Bank is not obligated to process any Remittance payments or perform any Remittance Service until the appropriate account has been established.

#### **Chargebacks**

When the Bank receives a Remittance payment, it shall credit the appropriate Account for the full amount of the payment. Funds received at the Customer's P.O. Box after 9:00 A.M. may not be credited until the next Bank Business Day. All funds are credited conditionally subject to "final payment" and clearance of all Remittances. The Bank reserves the right to reverse any credit that is subsequently disputed or fails to clear.

### Authorization to Establish Post Office Box

Customer hereby authorizes Bank to establish a Post Office Box in Bank's name and Bank shall have exclusive access to the Post Office Box. Customer shall execute any and all forms required by the Postmaster to establish the Post Office Box and to grant Bank exclusive access thereto. Customer shall not have access to the Post Office Box and shall not authorize any other person or entity to have access to or remove the contents of the Post Office Box. Bank will have unrestricted and exclusive access to the mail directed to the Lockbox. Customer authorizes Bank to endorse all checks and other Lockbox items received at the Lockbox and deposit them to the Account designated by Customer.

### Authorization to Process Deposits

Customer hereby authorizes Bank to open the envelopes addressed to Customer, process the contents, indorse the items on behalf of Customer, prepare deposit tickets, deposit the checks to Customer's account, and perform any other functions specified in Bank Processing Procedures below. Notwithstanding the foregoing and as provided elsewhere in this Product Schedule, Bank may deposit items to Customer's Account without endorsing items in Customer's name.

### Bank's Duties and Responsibilities

- a. **Processing Items.** As an agent for Customer, Bank shall remove the contents of the Post Office Box each Bank Business Day at intervals determined by Bank in its sole discretion. Customer acknowledges and agrees that removal of the items from the Post Office Box shall constitute delivery of the items by Customer to Bank for collection. Bank shall open the envelopes, process the contents, and deposit the checks into Customer's Account in accordance with Bank Processing Procedures below. Bank shall use reasonable efforts to process all items removed from the Post Office Box on the Bank Business Day the items are removed therefrom; however, Customer agrees that Bank shall not be responsible for any liability, loss, or damage resulting from Bank's failure to process items or to perform any other obligations under this Product Schedule which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by you or third parties and their personnel; criminal acts; or generally any cause reasonably beyond the Bank's control. Additionally, Bank shall have no liability to Customer for failure to process all items on any given day if the volume received by Bank for all of Bank's lockbox customers exceeds Bank's ability to process all of the items on the day of receipt.
- b. **Bank Shall Not Examine Items.** Customer acknowledges and agrees that Bank will not examine items received by Bank and processed in conjunction with the Lockbox Service rendered by Bank. Therefore, legends and other instructions placed on items such as, but not limited to, "not valid over \$500," "void after 90 days," "full accord and satisfaction," shall not be discovered by Bank, shall not be binding on Bank and shall not be enforceable against Bank. Likewise, Bank shall not discover alterations, postdated checks, stale dated checks, or discrepancies between the amount of the check or item as written in numbers and words, or other irregularities on the face of the check or item. Customer further acknowledges and agrees that Bank shall not be liable to Customer for any loss that Customer may suffer as the result of Bank's processing items containing such legends, instructions, or irregularities. Customer will be responsible for notifying their payors to send directly to Customer any payments which should not be processed through the lockbox given the limitations stated above. Notwithstanding the foregoing, and without creating any liability on the part of Bank, if Bank detects an alteration, an incomplete check, postdated check, stale dated check, or other irregularity, Bank shall send such item to Customer.
- c. **Endorsement of Checks.** The Uniform Commercial Code provides that a bank becomes a holder of unendorsed items when the customer who is a holder of the item delivers the item to a depository bank for collection. In accordance with that section, while Customer authorizes Bank to endorse items in its name and on its behalf, Bank may, in its sole discretion, elect not to place Customer's endorsement on items deposited by Bank to Customer's account.

### Bank Processing Procedures

- a. Each Bank Business Day, the Processor will collect all incoming Remittances from the Post Office according to Processor's established delivery schedule. Once received, Bank will open the envelopes and remove the checks, money orders, cash, and other forms of payment ("Remittances"), and the statements, invoices, correspondence, papers, documents, or other items ("Remittance Materials"). Remittance Materials and envelopes containing Remittance Materials must be of a size and paper quality so as to be properly processed through Bank's equipment without damage. Bank shall add the checks received for deposit, prepare a deposit slip, and make the deposit to the Lockbox Account, provided that for Retail Processing, Exception Items (defined below) will be handled according to the Exception Item procedures outlined below. Except as otherwise specifically provided in this Product Schedule, Bank will not reconcile the checks, cash, or other items in the envelopes to the invoice, statements or other documents contained in the envelope.
- b. The Processor will provide the Customer with a website address where the Customer can view reports and images of daily transactions in the Customer's Account(s). Each Customer shall also be provided with a unique user ID and Password that must be entered in order to access the Remittance Account(s).
- c. **Cash Payments.** All Remittance payments must be by check, certified check or money order. Cash will not be accepted. If cash is received from the Customer, the payment will not be credited and the Processor will return the cash to the Customer.
- d. Bank will contact any of the Customer Authorized Representatives with any questions that may arise in processing the Lockbox.
- e. With respect to improperly encoded items, Customer agrees that Bank may make appropriate adjusting entries debiting or crediting Customer's Account at the time the discrepancy is discovered. Notice will be given to Customer at the time the entry has been made.
- f. Unless otherwise requested in writing by Customer, Bank will handle the following items in the manner indicated and Bank shall have no liability to Customer for taking such action:
  - i. Checks bearing the notation "payment in full" or any notation similar thereto will be processed.
  - ii. Checks shall be processed regardless of date.
  - iii. Foreign items will be processed according to the Bank's usual operating procedures for processing foreign items.
  - iv. Undated checks will be processed.
  - v. Checks payable to a payee other than Customer will be processed.



- g. **Procedures for Retail Processing Only**  
In the event that the Processor receives a Remittance Payment that is unacceptable (an "Exception item") the Processor shall post notice of the Exception item to the Customer at the Remittance website, in the Exception Processing Application area (the "EPA Area"). Exception items shall not be credited into the Customer's Remittance Account. The following are some of the conditions that can cause an item to be deemed exceptions:
- i. Checks received without coupon
  - ii. Check amount does not match coupon/payment due
  - iii. Each processing day, the Customer will have access to the EPA Area, which will indicate all Exception Items from the previous processing day and the action that the Customer must take with regard to any such items. Exception Items will be posted only in the EPA Area, and it is the sole responsibility of the Customer to check the EPA Area from time-to-time to discover the existence of Exception Items and to take appropriate remedial action. If the Customer does not make a decision on Exception Items, the items will be forwarded unprocessed to the mailing address set forth in this Agreement.
  - iv. Stop Payments. The Customer may request that the Bank stop crediting Remittance payments from a particular payee. Stop Payment Orders may be requested solely by entering the Stop Payment Order directly into the EPA Area. Stop Payment Orders received by the Bank after 2:00 PM ET will be enforced as of the next Bank Business Day. Any payments effected by the Stop Payment Order shall be returned to the Customer. The Customer assumes full responsibility and liability for stop payments entered into the system. Stop Payment Orders shall remain in effect until terminated by the Customer by deleting the stop from the EPA Area.

Unless otherwise required by Customer and agreed to by Bank, Bank will not deposit checks falling into any of the following categories ("Unacceptable Checks") or checks which Customer has specifically instructed Bank, in writing pursuant to the notice provisions contained within the Deposit Account Agreement. Unacceptable Checks include-

- a. Unacceptable Payees. Checks on which the name or designation of the payee is not the name or designation specified by Customer to Bank for acceptable payees or a reasonable variation (in Bank's discretion) of such name or designation.
- b. Postdated and Stale-Dated Checks. Postdated checks that in Bank's opinion would not be paid on presentation, and checks dated six (6) months or more prior to the date they are collected from the Lockbox.
- c. Unsigned Checks. Checks that do not bear the drawer's signature and are not a traveler's check, money order, or other universal item that includes the drawer's signature. In any event, Bank will not review checks to match the drawer's signature(s) and therefore all such checks with signatures will be processed, unless otherwise unprocessable pursuant to this Schedule, and Customer agrees to indemnify, defend, or hold harmless Bank, the drawee bank, and any intervening collecting bank against any claim resulting from Bank having processed the check.
- d. Indeterminable Amount. Checks on which the correct amount of the check cannot be determined from the check or checks on which the numerical or written amounts are not the same. In such cases, though Bank is under no obligation to do so, Bank is authorized by Customer to review the documents accompanying the check to determine the amount and is authorized to review the envelope containing the check for an invoice or other Remittance Materials, and, if such were included, the amount of the invoice or Remittance Materials can be used by Bank to determine the amount on the check, and in such cases, Bank may deposit the check.
- e. Alterations. Checks with alterations; provided, however, that Bank will only use reasonable efforts to catch such alterations and prevent deposits. As a result, Bank will have no liability, whatsoever, despite anything to the contrary in this Schedule, for its deposit of any check containing an alteration.

Notwithstanding the foregoing, Bank will only use reasonable efforts to identify checks as Unacceptable Checks and prevent improper deposits. Bank will have no liability whatsoever, despite anything to the contrary in this Schedule, for deposit of Unacceptable Checks unless the deposit result directly from the willful misconduct of Bank's employees or officers. Customer agrees to indemnify, defend, and hold harmless, Bank, the drawee bank (which may include Bank), and any intervening collecting bank against any claim resulting from Bank's having processed an Unacceptable Check.

Unless Customer specifies otherwise, in writing, pursuant to the notice provisions contained within Deposit Account Agreement, to Bank, checks which fall into these categories listed will be deposited in the Account, and you understand and agree that the following types of checks will be deposited:

- a. Discrepancies in Amount. Checks on which the numerical and written amounts are not the same, in which case the amount deposited will be that amount which corresponds to the amount on the invoice or Remittance Materials enclosed in the envelope with the check. If the numerical and written amounts on any check are the same, but do not correspond to the amount on the invoice or Remittance Materials enclosed in the envelope with the check, Customer acknowledges and agrees that the check amount will be deposited.
- b. Missing Date. Checks which are not dated, in which case the check will be deposited after being dated by Bank as of the date it is collected from the Lockbox.

Bank will disregard restrictive notations, such as "Paid in Full" and such checks will be processed as if the restrictive notations did not appear. Bank will have no liability whatsoever, despite anything to the contrary contained in this Schedule, for any restrictive notations.

You hereby agree that Bank may use the services of Processors to perform processing functions for Bank. The terms of Bank and Processor(s) may be used interchangeably in this Schedule when used in relation to any services performed by a Processor on behalf of Bank, including, but not limited to, the receipt and processing of Lockbox items and other documents, endorsing checks, creating images of checks, and depositing images to the Customer's Account. Customer authorizes Bank to act as the Customer's agent and on the Customers behalf with Processors as necessary and appropriate to do so.

Processing, crediting, and collection of the items deposited to the Customer's Account are subject to the terms set forth in the Deposit Account Agreement.

Remittance Material, correspondence, and exception items, as applicable, will be returned to the Customer. Customer may elect paperless remittance of scanned items through Bank's image system or elect to receive such materials via physical mail delivery.

Checks drawn on a foreign bank or in a currency other than United States dollars may be deposited in Bank's sole discretion. If Bank agrees to process checks drawn on a foreign bank or in a currency other than United States dollars, the checks will be processed through collections systems and at exchange rates chosen by Bank, and Bank may impose fees and charges for the service. Customer acknowledges that the currency conversion and collection process may take a long time depending on the foreign bank and adjustment for returned foreign items or otherwise may result in a different currency exchange rate.

In the event that a check deposited into an Account is returned unpaid because of insufficient funds or uncollected funds, Bank may either redeposit the check or return the check to the Customer. Fees charged by Bank for insufficient or uncollected funds will be debited from your Account. If the Account does not contain sufficient funds to cover any insufficient or uncollected funds fees assessed by Bank, Bank may debit the amount of such funds from any other account Customer maintains with Bank. Items returned unpaid by the drawee bank shall be processed in accordance with the Deposit Account Agreement.



## Customer Obligations

- a. Retail Processing use of Coupons/Remittance Document. The Customer must include an encoded coupon/Remittance document (according to provided Processor specifications) along with each payment. Failure to include a Remittance document may result in the exception of the payment.
- b. Retail Processing Exception items. It is the sole responsibility of the Customer to monitor the EPA Area to remedy Exception items. Any Exception items that are corrected by 2:00 PM will be credited to the Customer's Remittance Account on the same Bank Business Day that such corrections are made.
- c. Customer System Requirements. The Customer must have access to the internet and a compatible browser in order to use the Remittance Service. The Customer must also have the current version or most previous version of Adobe Acrobat in order to read the report files in .pdf format. These system and software requirements may be subject to change, and it shall be the sole responsibility of Customer to ensure that Customer's equipment is sufficient to use the Remittance Service.
- d. Customer Information. The Customer shall promptly notify Bank of any change in the Customer's mailing address or telephone numbers.
- e. Indemnification. Customer agrees to, and does hereby, indemnify and hold Bank harmless from and against any and all expenses, costs, (including attorneys' fees) claims, causes of action, and liabilities resulting from claims by third parties which directly or indirectly arise from the handling of, and credit given for, Remittance items handled under this Product Schedule, it being understood and agreed that Bank acts herein as agent for Customer. Bank's vendors, subcontractors, processors, and agents are expressly intended to be third party beneficiaries of this indemnification provision with respect to the Services. This indemnification provision is in addition to, and not in substitution of, any indemnification provided elsewhere in the Master Agreement.

## LIMITATION OF LIABILITY FOR SERVICE

WITHOUT LIMITING THE GENERALITY OF THE LIMITATION OF LIABILITY SECTION OF THE GENERAL PROVISIONS OF THE MASTER AGREEMENT, THE ENTIRE LIABILITY OF BANK TO CUSTOMER HEREUNDER, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE) WILL BE LIMITED TO THE ACTUAL, PROVEN DAMAGES OF CUSTOMER THAT ARE THE IMMEDIATE AND DIRECT RESULT OF AN ACTION OR FAILURE TO ACT BY BANK CONSTITUTING GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD. IN NO EVENT SHALL BANK BE LIABLE FOR: (i) ANY PUNITIVE, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES OR LOST PROFITS, EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (ii) THE ACTS OR OMISSIONS OF A CONTRACTOR, VENDOR, PROCESSOR, THIRD-PARTY SERVICER, OR VENDOR USED BY CUSTOMER OR BANK, OR ANY LOSS, COST, DAMAGE, OR EXPENSE ASSOCIATED THEREWITH; OR (iii) CUSTOMER'S NEGLIGENCE OR BREACH OF THIS PRODUCT SCHEDULE, THE MASTER AGREEMENT, OR ANY OTHER AGREEMENT BETWEEN CUSTOMER AND BANK. Bank's vendor, subcontractors, processors, and agents are expressly intended to be third party beneficiaries of this limitation on liability with respect to the Services. Any claim, action, or proceeding by one party to this Schedule against the other party under or related to this Product Schedule or the Services must be brought within six (6) months after the cause of action accrues.

## Indemnification

Without limiting the generality of the Indemnification section of the General Provisions of the Master Agreement, Customer agrees to, and hereby, indemnify and hold Bank harmless from and against any and all expenses, costs (including attorneys' fees), claims, causes of action, and liabilities resulting from claims by third parties which directly or indirectly arise from the handling of, and credit given for, remittance items handled under this Product Schedule, it being understood and agreed that Bank acts herein as an agent for the Customer.

Bank's vendors, subcontractors, processors, and agents are expressly intended to be third party beneficiaries of this indemnification provision with respect to the Services. This indemnification provision is in addition to, and not in substitution of, any indemnification provided elsewhere in the Master Agreement.

## Termination

Bank reserves the right to terminate this Product Schedule at any time. Customer may terminate this Product Schedule by providing ninety (90) days advance written notice to Bank. Upon termination of the Lockbox Service, Bank will (i) close the Lockbox, and (ii) dispose of the mail addressed to the Lockbox in the manner instructed by Customer for a period of three (3) months after the termination date, unless arranged otherwise between Customer and Bank, with service fees with respect to such disposition based on Bank's estimate being prepaid directly to Bank at the time of such termination in immediately available funds or by another payment method acceptable to Bank in its sole discretion.

## Further Cooperation

Both parties agree that they will, at any time, and from time to time, perform, execute, acknowledge, and deliver all such further acts, deeds, assignments, assumptions, transfers, and assurances as may be reasonably required in order for the parties to complete the activities contemplated by this Schedule.

## SWEEP ACCOUNTS PRODUCT SCHEDULE

### Master and Sub Account General Overview

You will identify one Account as a Master Account ("Master") and one or more of the Accounts as Sub Accounts ("Sub"). Subject to the terms and conditions set forth in this Agreement, Bank will transfer funds to or from each so the balance in such Sub at the close of each posting day shall be the target balance specified by Customer on the implementation document (the "Target Balance"). If no amount is stated for the Target Balances then such balances shall be zero (\$0.00). The Target Balance may be adjusted from time to time upon mutual agreement of Bank and Customer. A Master may be linked to multiple Subs and may, itself, be a Sub linked to another Master. If a Master is not a Sub, it is also an "Ultimate Master Account." An Ultimate Master Account is a concentration account and is the final Master Account in any chain of linked Subs and Master Accounts. All Master Accounts, including the Ultimate Master Account, that are linked to one or more Subs are collectively referred to herein as the "Master Accounts."

### Funds Movement Between Master and Sub Accounts

When a Sub does not have sufficient funds to cover checks, transfers, and other debits (collectively, "Debits") from such Account, Bank will automatically transfer to the Sub available funds in the Master Accounts to which such Sub is linked in an amount sufficient to pay Debits. If there are insufficient available funds in the Master Accounts to pay Debits, we reserve the right, in our sole discretion, to pay or return any such Debits. If Bank pays any Debit that overdraws a Sub (because of the lack of sufficient available funds in the linked Master Accounts), the payment of such Debit will result in a negative balance in a linked Master Account. At the close of each posting day, Bank will automatically transfer to a linked Master Account any available funds in a Sub that are in excess of such Sub's Target Balance. If more than one Sub is linked to a Master Account or a chain of Master Accounts, Bank will transfer available funds from the Master Accounts to cover Debits from all linked Subs prior to making transfers from the Master Accounts to restore the Target Balance in the Subs. If there are insufficient available funds in the Master Accounts to cover all Debits from all linked Subs, Bank reserves the right, in our sole discretion, to (a) pay or return any such Debits, and (b) advance funds to restore the Target Balance of any one or more of the Subs. Any holds (i.e., restraints on payment of funds) applicable to a Sub shall be applied to the Master Accounts to which the Account is linked.

### **Liability for Failure to Make Sweeps**

You understand and agree that Bank shall have no liability or obligation for failure to make sweeps provided for herein from or into the Designated Account when such failures result or arise from bank holidays, holidays of bank clearing houses, orders or restraints of any action by the government of the United States or any state, or their respective departments, agencies, political subdivisions, or officials, unavailability of appropriate underlying security instruments, interruption of transmission or communications failures, equipment failure, war, emergency conditions, acts of God, fire, labor disputes, power failure, acts or omissions of civil authority, civil disturbance, severe weather conditions, compliance with the Federal Reserve System's payment risk reduction and intra-day net funds position rules and regulations or any other present or future rules and regulations of any governmental authority, or any similar or dissimilar cause beyond Bank's control, as long as Bank makes a reasonable effort to remove the effects thereof; provided, however, that the settlement of labor disputes shall be in the sole discretion of Bank.

## **LINE OF CREDIT SWEEP PRODUCT SCHEDULE**

### **Line of Credit Sweep General Overview**

On each of its Bank Business Days, Bank is authorized and directed by the Customer to place all funds in excess of a target balance specified by Customer (the "Target Balance") and agreed to by Bank ("Excess Funds") in the applicable Designated Account as a payment of any outstanding balance on the Line of Credit ("Line"). Bank shall use reasonable efforts to transfer Excess Funds within one Bank Business Day after Excess Funds of the Customer become available on Bank's books and records, and the Customer authorizes Bank to conclusively rely on such books and records for purposes hereof. Any advance or payment against Customer's Line under this Product Schedule is subject to the terms and conditions set forth in the loan agreement and any and all other documentation in connection with said Line.

Bank, in its sole discretion, will determine if the designated Line is eligible to participate in this Service. In the event the Designated Account's balance of collected, available funds drops at any time below the Target Balance, an amount necessary to restore the Target Balance will be redeemed from the Line up to the then available balance and the net proceeds will be redeposited in the Account, subject to availability. Bank will not be obligated to perform a scheduled sweep in which funds need to be advanced from the Line if there is insufficient credit remaining in the line to support such a transfer. Should the balance of the Line and the Target Balance be insufficient to cover the Debits to the Account, Bank may cancel this Agreement immediately without notice. **THIS AGREEMENT IS NOT INTENDED TO AND SHALL NOT PROVIDE, OVERDRAFT PROTECTION, AND IN NO EVENT DOES BANK PROVIDE ANY ASSURANCE THAT TRANSACTIONS BY THE CUSTOMER IN ITS ACCOUNT WILL NOT RESULT IN AN OVERDRAFT OR THE INCURRENCE OF OVERDRAFT OR OTHER CHARGES APPLICABLE TO SUCH ACCOUNT.** If there is an outstanding amount on the Line, any collected and available balance in the Account in excess of the Target Balance will be automatically transferred to pay down the Line.

You acknowledge and agree that your Designated Account, as evidenced by various loan documents including but not limited to a line of credit agreement and/or promissory note (collectively, the "Loan Documents"), are amended to include and allow for the transfers to and from your Designated Account as described in this Product Schedule. You acknowledge, agree and understand that Authorized signers on your Designated Account have full access to funds from your Designated Account by the terms and provisions of this Product Schedule. In addition to the amendment described above, you acknowledge and agree that all other terms and conditions of the Designated Account and/or the subject loan documents remain in full force and effect.

### **Status of Funds**

Funds that have been swept out of the Account will be used to reduce the loan balance. Funds remaining in the Account are covered by FDIC insurance (up to the established limits for FDIC insurance). In the event of a bank failure, the FDIC will allow these regular sweep transactions to occur. Funds swept from the Account to the Line will reduce the amount you owe Bank. The funds remaining in the Account after a sweep to the Line, or funds swept from the Line to the Account, will be insured under the applicable FDIC insurance limits. In a failed bank situation where Bank is purchased, the sweep product would typically be transferred to the acquiring institution and the sweep would continue as usual. In the event the FDIC takes control of the failed institution, the FDIC would recognize customer's reduced loan balance and pay the balance in the Account, as reflected in the institution's end-of-day processing on the day of failure, according to normal insurance procedures.

### **Representations, Warranties and Covenants**

As of the date hereof and on the date of each sweep transaction, Customer and Bank represent, warrant and covenant to the other that (i) it is duly authorized to execute and deliver this Agreement, to enter into the transactions contemplated hereby and to perform its obligations hereunder and has taken all necessary action to authorize such execution, delivery and performance, (ii) it will engage in such transactions as principal (or, if agreed in writing in advance of any transaction by the other party hereto, as agent for a disclosed principal), (iii) the persons signing this Agreement on their behalf are duly authorized to do so on its behalf (or on behalf of any such disclosed principal), by resolutions duly adopted by its board of directors or an authorized committee thereof and that such resolutions and this Agreement are and shall remain continuously an official written record of such institution, (iv) it has obtained all authorizations of any governmental body required in connection with this Agreement and the transactions hereunder and such authorizations are in full force and effect and (v) the execution, delivery and performance of this Agreement and the transactions hereunder will not violate any law, ordinance, charter, bylaw or rule applicable to it or any agreement by which it is bound or by which any of its assets are affected. The Customer and the principal shall each be deemed to affirm and make all the foregoing representations made by it on each day a transaction is entered into.

## **REPURCHASE AGREEMENT SWEEP PRODUCT SCHEDULE**

### **Bank as Agent for Repurchase Agreement Sweeps**

You hereby appoint Bank as your agent to invest for you Investment Funds (as defined below) in United States government or agency securities as indicated on the implementation document. Bank hereby accepts such appointment.

### **Sweep Transfers**

On each of its Bank Business Days, Bank will use reasonable efforts to engage in Repurchase Transactions on behalf of Customer in an aggregate amount equal to the Investment Funds (as determined in this Agreement). On each Bank Business Day, Bank shall sweep the amount of funds in the Sub in excess ("Excess Funds") of the Target Balance and add the Excess Funds to the Investment Funds, to the extent such addition does not cause the amount of Investment Funds to exceed the maximum amount specified in the implementation document, if any ("Maximum Amount"). Only funds which are fully collected and available, as determined by Bank in its sole discretion, will be used in determining total funds in the Sub, Excess Funds and Investment Funds. The Sub is and will remain subject to all the terms, conditions, fees and charges and disclosures applicable to the Sub or to which the Sub is subject, none of which will be changed by this Agreement or the transactions or arrangements described in this Agreement.

## Repurchase Transactions

Each repurchase transaction conducted pursuant to this Agreement (each, a "Repurchase Transaction" and collectively, the "Repurchase Transactions") will involve the sale by Bank, as principal, to Customer of an undivided interest (the "Interest") in a pool of obligations of the United States government or any agency thereof (the "Underlying Assets") held in a Custodial Account with a market value on the date of sale by Bank equal to the Investment Funds, and Bank's subsequent repurchase of such Interest. The purchase price ("Purchase Price") for the Interest will equal the Investment Funds on the date of sale by Bank. On the Bank Business Day following such sale (the "Repurchase Date"), Bank will repurchase the Interest at the Repurchase Price, unless the Repurchase Date is delayed by circumstances beyond the reasonable control of Bank, in which case the Repurchase Date shall be on the next available Bank Business Day. Bank will act as agent for Customer in Customer's purchase and subsequent resale of the Interest. In evidence of such Repurchase Transactions, Customer will receive daily confirmations (each, a "Confirmation" and collectively, the "Confirmations"). The Confirmation, together with this Agreement, shall constitute conclusive evidence of the terms agreed between Customer and Bank with respect to the Repurchase Transaction to which the Confirmation relates, unless with respect to the Confirmation specific objection is made promptly after receipt thereof. In the event of any conflict between the terms of such Confirmation and this Agreement, this Agreement shall prevail. The Repurchase Transactions provided by this Agreement will be available only to persons who establish and/or maintain an Eligible Account with Bank. The terms of each Repurchase Transaction reflected in the Confirmations shall be binding on both parties, absent manifest error.

## Repurchase Price And Earning

The "Repurchase Price" for any Repurchase Transaction (collected balance only) will equal the sum of (i) the Purchase Price for that Repurchase Transaction and (ii) an amount determined by the application of the appropriate Pricing Rate to the Purchase Price for such Repurchase Transaction on a 365 days per year or a 366 days per year basis, as the case may be, during the period commencing on (and including) the date of sale by Bank of the Interest for such Repurchase Transaction and ending on (but excluding) the date of repurchase by Bank of the Interest for such Repurchase Transaction. On the last Bank Business Day of each calendar month, Bank will determine the aggregate (the "Monthly Earnings") of the excess of the Repurchase Price over the Purchase Price, added over all Repurchase Transactions for which the Repurchase Date occurred during such calendar month. On the last Bank Business Day of each calendar month, Bank will add the Monthly Earnings to the Investment Funds, regardless of whether such addition causes the Investment Funds to exceed the Maximum Amount. THE EXCESS OF THE REPURCHASE PRICE OVER THE PURCHASE PRICE AND THE MONTHLY EARNINGS ARE NOT EXCLUDABLE FROM FEDERAL AND STATE INCOME TAXES.

## Pricing Rate

For any Repurchase the rate is set by Bank and can be changed at the discretion of Bank. **THE PRICING RATE WILL BE ESTABLISHED BY BANK IN ITS SOLE DISCRETION AND MAY BEAR NO RELATIONSHIP TO THE INTEREST RATES ON THE UNDERLYING ASSETS OR OTHER SECURITIES.**

## Redeposit of Funds in the Account

On each Bank Business Day, Bank will transfer into the Account so much of the Investment Funds as may be necessary (if any) so that the amount of funds in the Account is equal to the Target Balance. Customer hereby grants Bank the authority to transfer such amounts into the Account. Any portion of Investment Funds (after any charges) not transferred into the Account will be included in Investment Funds for purposes of sale on such day by Bank to Customer of the Interest. **THIS AGREEMENT IS NOT INTENDED TO AND SHALL NOT PROVIDE OVERDRAFT PROTECTION, AND IN NO EVENT DOES BANK PROVIDE ANY ASSURANCE THAT TRANSACTIONS BY THE CUSTOMER IN ITS ACCOUNT WILL NOT RESULT IN AN OVERDRAFT OR THE INCURRENCE OF OVERDRAFT OR OTHER CHARGES APPLICABLE TO SUCH ACCOUNT.**

## Custodial Account

The Underlying Assets will be held in a custodial account at a third party custodian ("Custodian") in the name of Bank for the benefit of customers of Bank ("Custodial Account"). The Custodial Account will be separate from any account at Custodian holding Bank's unpledged securities.

## Non-Transferability of Interest or Underlying Assets

Customer understands and agrees that it may not sell, pledge or hypothecate the Interest or any Underlying Assets to any party other than Bank during the term of this Agreement.

## Segregation of Underlying Assets

To the extent required by applicable law, the Underlying Assets in the possession of Bank shall be segregated from other securities in its possession and shall be identified as subject to this Agreement. Segregation may be accomplished by appropriate identification on Bank's books and records.

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### Required Disclosure for Transactions in Which Bank Retains Custody of the Purchased Securities:

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Bank is not permitted to substitute other Securities for those subject to this Agreement and therefore must keep Customer's Securities segregated at all times, unless in this Agreement Customer grants Bank the right to substitute other Securities. If Customer grants the right to substitute, this means that Customer's securities will likely be commingled with Bank's own securities during the trading day. Customer is advised that, during any trading day that Customer's Securities are commingled with Bank's Securities, they may be subject to liens granted by Bank to third parties and may be used by Bank for deliveries on other securities transactions. Whenever the Securities are commingled, Bank's ability to resegment substitute Securities for Customer will be subject to Bank's ability to satisfy any lien or to obtain substitute Securities.

## No Substitution

Bank shall not have the right to substitute other Securities for any Underlying Assets.

## Security for Payment of Bank Obligations Under Repurchase Transactions

Although the parties intend that all Repurchase Transactions shall be sales and purchases of securities, in the event any Repurchase Transactions are deemed to be loans, Bank shall be deemed to have pledged the Underlying Assets to Customer as security for the performance by Bank of its obligations under each such Repurchase Transaction. In such case, Customer is hereby granted a security interest in the Underlying Assets having a market value as of the end of each day not less than the Purchase Price of outstanding Repurchase Transactions held in the Custodial Account. Bank has no obligation to place or maintain with Custodian securities with an aggregate market value (plus accrued but unpaid interest thereon) greater than the aggregate Purchase Price of Bank's outstanding Repurchase Agreements. Custodian has no obligation to independently verify the sufficiency of securities in the Custodial Account and shall be entitled to rely upon the instructions of Bank. To the extent that the market value of securities held under the Custodial Agreement is less than the aggregate repurchase price of Bank's outstanding repurchase transactions under this Agreement and similar agreements between Bank and other customers of Bank, Customer and such other customers of Bank will be unsecured creditors of Bank. The security interest herein granted shall lapse and become of no effect upon Bank's payment to the Customer of the amount due upon repurchase.

### Status of Funds

Investment Funds swept out of an Account are not deposits under FDIC rules and will not be subject to FDIC insurance coverage limits. Under FDIC receivership policies, Customer will be the owner of or hold a perfected security interest in the specific securities allocated to such Investment Funds. Bank will act solely as agent for Customer, and, in the event of default, Customer will have the right to direct Bank to sell any securities allocated to the Investment Funds and apply the proceeds in satisfaction of any liability Bank may have in Customer's favor.

### Use of Employee Plan Assets

If assets of an employee benefit plan subject to the Employee Retirement Income Security Act of 1974 ("ERISA") are intended to be used by either party hereto ("Plan Party") in any Sweep Transaction contemplated by this Agreement, Plan Party shall notify Bank prior to the Transaction, and Plan Party shall represent in writing to Bank that the Transaction does not constitute a prohibited transaction under ERISA or is otherwise exempt therefrom. Bank may proceed in reliance thereon, but may decline to proceed in its sole judgment. Subject to the immediately preceding sentence, any Sweep Transaction shall proceed only if Bank furnishes or has furnished to Customer its most recent available audited statement (if any) of its financial condition and its most recent subsequent unaudited statement of its financial condition, and Bank shall be deemed (i) to represent to Customer that since the date of Bank's latest such financial statements, there has been no material adverse change in Bank's financial condition which Bank has not disclosed, and (ii) to agree to provide Customer with future audited and unaudited statements of its financial condition as these are issued, so long as Bank is a party to any outstanding transaction pursuant to this Agreement involving a Plan Party.

### Representations, Warranties and Covenants

Customer and Bank each represent and warrant on the date of this Agreement and on the date of each Repurchase Transaction that (i) it is duly authorized to execute and deliver this Agreement, enter into the Repurchase Transactions and perform its obligations hereunder, (ii) the persons signing this Agreement are duly authorized, (iii) it has obtained all required government authorizations in connection with this Agreement and the Repurchase Transactions and such authorizations are in full force and effect and (iv) the execution, delivery and performance of this Agreement and the Repurchase Transactions hereunder will not violate any law, ordinance, charter, by-law or rule applicable to it or any agreement to which it or any of its assets are subject.

### Limitation of Liability

Customer understands and agrees that Bank shall have no liability or obligation for failure to make the sweeps or transfers into the Account provided for herein where such failures result or arise from bank holidays, holidays, of bank clearing houses, orders or restraints of any action by the government of the United States or any state, or their respective departments, agencies, political subdivisions or officials, unavailability appropriate underlying security instruments, interruption of transmission or communications failures, equipment failure, ware, emergency conditions, acts of God, fire, labor disputes, power failure, acts or omissions of civil authority, civil disturbance, severe weather conditions, compliance with the Federal Reserve System's payment risk reduction and intra-day net funds position rules and regulations or any other present or future rules and regulations of any governmental authority, or any similar or dissimilar causes beyond Bank's reasonable control. This Agreement is an obligation solely of Bank, and not of Seacoast Banking Corporation of Florida or any other affiliate of Bank.

REPURCHASE TRANSACTIONS, AND ANY FUNDS OR ASSETS HELD BY BANK OR CUSTODIAN IN CONNECTION WITH REPURCHASE TRANSACTIONS ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF, OR GUARANTEED BY, BANK, ARE NOT INSURED OR GUARANTEED BY THE FDIC OR ANY OTHER GOVERNMENT AGENCY OR INSURER, AND INVOLVE RISKS, INCLUDING POSSIBLE LOSS OF PRINCIPAL AMOUNT INVESTED.

### Intent

The parties agree that each Repurchase Transaction under this Agreement is a "repurchase agreement" as that term is defined in Section 2121 of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 ("FIRREA") and Section 101 of Title 11 of the United States code, as amended (except insofar as the type of securities subject to such transaction or the term of such transaction would render such definition inapplicable), and a "securities contract" as that term is defined in Section 2121 of FIRREA and Section 741 of Title 11 of the United States Code, as amended (except insofar as the type of assets subject to such Repurchase Transaction would render such definition inapplicable). It is understood that either party's right to liquidate securities delivered to it in connection with Repurchase Transactions hereunder or to exercise any other remedies pursuant to this Agreement, is a contractual right to liquidate such a transaction as described in Sections 555 and 559 of Title 11 of the United States Code, as amended.

The parties agree and acknowledge that if a party hereto is an "insured depository institution," as such term is defined in the Federal Deposit Insurance Act, as amended ("FDIA"), then each Repurchase Transaction hereunder is a "qualified financial contract," as that term is defined in FDIA and any rules, orders or policy statements thereunder (except insofar as the type of assets subject to such Repurchase Transaction would render such definition inapplicable). It is understood that this Agreement constitutes a "netting contract" as defined in and subject to Title IV of the Federal Deposit Insurance Corporation Improvement Act of 1991 ("FDICIA") and each payment entitlement and payment obligation under any Repurchase Transaction hereunder shall constitute a "covered contractual payment entitlement" or "covered contractual payment obligation," respectively, as defined in and subject to FDICIA (except insofar as one or both of the parties is not a "financial institution" as that term is defined in FDICIA).

### Disclosure Relating to Certain Federal Protections

The parties acknowledge and agree that they have been advised that (i) in the event one of the parties to this Agreement is a broker or dealer registered with the Securities and Exchange Commission ("SEC") under Section 15 of the Securities Exchange Act of 1934 ("1934 Act"), the Securities Investor Protection Corporation has taken the position that the provisions of the Securities Investor Protection Act of 1970 ("SIPA") do not protect the other party with respect to any transaction entered into under this Agreement, and (ii) in the event one of the parties to this Agreement is a government securities broker or a government securities dealer registered with the SEC under Section 15C of the 1934 Act, SIPA will not provide protection to the other party with respect to any transaction entered into under this Agreement.

### Single Agreement

Bank and Customer acknowledge and agree that they have entered into this Agreement and will enter into each Repurchase Transaction hereunder in consideration of and reliance upon the fact that, all Repurchase Transactions hereunder constitute a single business and contractual relationship and have been made in consideration of each other. Accordingly, Bank and Customer agrees (i) to perform all of their obligations in respect of each Repurchase Transaction hereunder, and that a default in the performance of any such obligations shall constitute a default by it in respect of all Repurchase Transactions hereunder, (ii) that each of them shall be entitled to set off claims and apply property held by them in respect of any Repurchase Transaction against obligations owing to them in respect of any other Repurchase Transactions or Account hereunder, and (iii) that payments, deliveries and other transfers made by either of them in respect of any Repurchase Transaction shall be deemed to have been made in consideration of payments, deliveries and other transfers in respect of any other Repurchase Transactions hereunder, and the obligations to make any such payments, deliveries and other transfers may be applied against each other and netted. You understand that the Securities are not deposits, are not insured by the Federal Deposit Insurance Corporation ("FDIC") or by any other government agency, and are not obligations of, or guaranteed by us or any other Bank. In the event that Bank fails while you have purchased Securities pursuant to this Agreement, the FDIC should treat you either as the owner of the Securities, or as a secured creditor of Bank with a security interest in the Securities. In either event, you should be entitled to receive the value of the Securities at that time. The Securities are subject to investment risks, including possible loss of the principal amount invested.



#### Computation of Funds Available for Investment in Repurchase Agreements

Customer's funds available to be placed in Bank's Repurchase Agreements ("Investment Funds") shall be determined with regard to (i) the amount of fully collected and available funds held in Customer's Account(s), (ii) the Target Balance, and (iii) the Maximum Amount, which are designated on the implementation document. In the event that any of the deposits or other credits to Customer's Account(s) which contributed to the Investment Funds are reversed or otherwise charged back to such Account(s), then Bank shall have the corresponding right and option, in its sole discretion, to offset any such reversal or charge back against any Repurchase Price due to Customer under this Agreement on account of any Repurchase Transaction.

#### Email Confirmation Addendum

By signing this Master Agreement, you confirm your request to receive the daily repurchase agreement transaction confirmation via the email address provided on the Agreement or implementation document. This will replace a daily paper or fax confirmation being sent. If at any time you wish to change the email address to which the daily confirmation is sent you must make your request via email. If a change is requested, Bank will have seven Business Days after receipt in which to implement the change.

Seacoast National Bank, a national banking association (the "Bank"), is a wholly-owned subsidiary of Seacoast Banking Corporation of Florida, a Florida corporation and a registered bank holding company under the Bank Holding Company Act of 1956, as amended ("Seacoast"). Seacoast's principal executive office is located at 815 Colorado Avenue, Stuart, Florida 34994. Seacoast is subject to the reporting requirements of the Securities Exchange Act of 1934, as amended, and, in accordance therewith, is required to file reports, proxy statements, and other information with the Securities and Exchange Commission (the "SEC"). Copies of such reports, proxy statements, and other information can be obtained, at prescribed rates, from the SEC by addressing written requests for such copies to the Public Reference Section at the SEC at 450 Fifth Street, N.W. Judiciary Plaza, Washington, D.C. 20549. In addition, such reports, proxy statements, and other information can be inspected at the public reference facilities referred to above and at the regional offices of the SEC at 3 World Financial Center, Room 430D, New York, New York 10281 and Northwestern Atrium Center, 500 West Madison Street, Suite 14500, Chicago, Illinois 60661. The SEC also maintains a site on the World Wide Web at <http://www.sec.gov> that contains reports, proxy and information statements and other information regarding registrants such as Seacoast that file electronically with the SEC. Copies of Bank's periodic financial statements filed with the FDIC or "call reports" are available from Bank and certain financial data is available from the FDIC's website at <http://www.fdic.gov>.

#### BUSINESS DIGITAL BANKING PRODUCT SCHEDULE

This Business Digital Banking Product Schedule states the terms and conditions that govern your use of our online banking Services ("Online Banking"), Bill Pay, and mobile banking Services through Digital Banking (the "Digital Banking Service"). Digital Banking Service includes any information, communication and transactions provided to you by us through any non-branch remote channel (excluding ATMs and Voice Response Units), such as the Website. Customer automatically has transfer capabilities between each of the Accounts listed on this system unless discontinuation of that portion of the service is noted in the Agreement or Additional Documents.

#### Agreement

Digital Banking is an online financial services website offering a variety of content, products and services. Access to the Digital Banking Service includes access to the mobile banking service. We reserve the right to limit access to the Digital Banking Service for customers who are outside of the U.S. We grant you, for your internal business purposes only, a nonexclusive, limited and revocable right to access and use Digital Banking Service. The terms and conditions of the Deposit Agreements and disclosures for each of your Accounts as well as your other agreements such as deposit, time deposits, and loans continue to apply notwithstanding anything to the contrary in this Agreement.

Eligible Accounts include but are not limited to the following account types that may be linked: checking, savings, installment loans, revolving line of credit, and time deposits. Accessibility of Eligible Accounts may vary based on the services you use and the method by which you access the services.

All electronic communications that meet Bank's requirements of establishing your identity and acceptance of the electronic communications will be deemed to be valid and authentic and you intend and agree that those electronic communications will be given the same legal effect as written and signed paper communications. You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of altered data or tampering.

You will not disable, circumvent, impair, or interfere with any Security Devices in service equipment, service software or service websites and will follow all applicable security-related instructions. In no event will we be liable to you or any third party for any claim or damages of any nature, including without limitation, lost profits, lost savings, damaged goodwill or other direct, indirect, incidental, special or consequential damages, arising out of the installation, use, or inability to use the service equipment, service software or service website. THE SERVICE EQUIPMENT, SERVICE SOFTWARE, AND SERVICE WEBSITE ARE PROVIDED "AS IS," AND WE MAKE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, ON OR REGARDING THE SERVICE EQUIPMENT OR SERVICE SOFTWARE. Neither we nor our Processors or third party service providers will be responsible or liable to you or any third party for: (i) any errors or failures relating to any malfunction of service equipment, service software, or service website, (ii) any computer virus or related problems that may be associated with the use of the service equipment, service software or service website, (iii) the servicing, repair or replacement of the service equipment or service software, or (iv) any damages to the Customer System or any third party's equipment, software, systems or other property relating in any way to the service equipment, service software or service website.

BANK MAKES NO REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THE DIGITAL BANKING SERVICE WHICH IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BANK HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH RESPECT TO THE DIGITAL BANKING SERVICE, AND ANY THIRD PARTY WEBSITE OR SERVICE. BANK DOES NOT WARRANT THAT THE DIGITAL BANKING SERVICE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE DIGITAL BANKING SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT TRANSMISSIONS OR DATA WILL BE SECURE, OR THAT THE DIGITAL BANKING SERVICE, OR THE SERVER(S) THAT MAKES THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. BANK DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE DIGITAL BANKING SERVICE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE DIGITAL BANKING SERVICE INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE DIGITAL BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF.



## Account Access

You must have at least one Eligible Account with us. Once we have received your signed (wet or electronic) Agreement, and verified your Account information, we will contact you by phone or email to provide your assigned log-in credentials. The Digital Banking Service can be used to access only Seacoast National Bank Accounts which you have designated on the Agreement, implementation documents, Additional Documents, or identified by written authorization. You can add or delete any of the aforementioned Accounts from this Agreement by completing a new Agreement or providing Bank instructions in writing. Failure to do so may result in unauthorized transfers for which you will be responsible. For savings Accounts and money market Accounts, each payment or transfer from these Accounts is counted as one of the six (6) transfers you are permitted each statement period. If you close an Account with pending transactions, then any unprocessed bill payment or fund transfer transactions will be cancelled.

## Linking Accounts of Additional Businesses or Personal Accounts

If you choose to link the Accounts of the other business or personal Accounts to the Digital Banking Service covered by this Agreement, you may link these Accounts if they have Authorized signers that you may elect, at your risk and that of the businesses, but not of Bank, to use a common Login ID and Password for Digital Banking for all linked business and personal Accounts. You can do this only if you are authorized to link the Accounts and to use all the functions of Digital Banking for each Account. You further agree to inform Bank if your authority over any linked Account decreases. Bank is not liable if your authority over any Account decreases until we are informed of the change in authority using the Notification Procedures in this Agreement and have a reasonable opportunity to act on such change. Please see the terms and conditions in the Commonly Controlled Entities section of the General Provisions which shall also apply if any Accounts are linked in Digital Banking.

## Use of Financial Management Software

- c. Description of Financial Management Software. "Financial Management Software" includes Quicken® and QuickBooks®, and other software we may identify from time to time on the Website. You are responsible for obtaining a valid and separate license agreement with the provider of your Financial Management Software. Your license agreement with the provider of your Financial Management Software may restrict the duration of your online access; we will not be liable for any such limitations or restrictions.
- d. Digital Banking and Bill Pay Access Through Financial Management Software. We may, in our sole discretion, offer an option to allow you to download information into your Financial Management Software from certain Accounts. All of the features of Digital Banking may not be available, including, but not limited to, bill payment and presentment. The Accounts for which these options are available will be identified on the Website from time to time. From time to time, we may add to, modify, or delete any feature of your ability to access the Services through your Financial Management Software at our sole discretion.
- e. Account information. You understand and agree that (i) not all of the information in your Accounts can be downloaded into your Financial Management Software; (ii) information you can download may not include all of your Account activity; (iii) statements generated by us are the official record of Account transactions, positions and balances, and any information you download to your Financial Management Software is for tracking purposes only and should not be considered an official record; (iv) the information will not necessarily reflect banking, activities and transactions that have not yet been completed or settled and will only reflect the Account information in your Accounts at the exact point in time that you download the information; (v) information in your Accounts may reflect transactions as of a prior time period and may not be current as of the point in time that you download such information; (vi) the information that you download to your Financial Management Software will not be automatically updated by us, and you will have to update the Account information by downloading more current information from your Accounts; and (vii) we are not liable for any loss, damages or expenses of any kind as a result of your reliance upon the Account information in your Financial Management Software, which, for example, as stated above, may not be the most updated information.
- f. Security of Data Transmission and Storage. You assume all risk that any information you download and store in your Financial Management Software may be accessed by unauthorized third parties and once downloaded, we are no longer responsible for the security and confidentiality of that information, nor are we responsible for the security and confidentiality of the information if you: (i) use wireless connections to download your Account information, in which case you acknowledge such connection may permit other persons to access the information being downloaded, or (ii) allow other persons access to your Financial Management Software. Any information that you download is done at your own risk and you are solely responsible for any damage that might occur to the computer (or other electronic device) to which you download any information, or any loss or corruption of data that might occur as a result of the downloading or its storage in a computer or Device.

## Transfers

Scheduled and recurring transfers can be made from a linked Seacoast National Bank checking, savings, or money market Account to most linked Seacoast National Bank Accounts, including loan Accounts. Transfers can be made from a linked Seacoast National Bank checking, savings, money market Account to most personal or business Accounts. You may make transfers from a line of credit Account to a deposit Account, but you may not make a transfer from one line of credit to another line of credit. You also may, with loan officer approval, make draws on certain other loans to a deposit Account, but you may not make a draw on a loan to credit another loan. Transfers from a deposit Account are immediately reflected in the Account's available balance on the date of the transfer. Transfers scheduled for a weekend or a non-Bank Business Day will be processed on the prior Bank Business Day. All other scheduled and recurring transfers will be processed from the funding Account at the beginning of the Bank Business Day requested. Funds transferred to a deposit Account prior to 7:00 PM ET on a Bank Business Day will appear with the same day's date in the deposit Account transaction history. Transfers to a Seacoast National Bank deposit Account made after 7:00 PM ET as described above on a Bank Business Day but before 11:59 PM ET may be included in the balance we use to pay transactions that night. This process may impact when fees apply to your Account. Please note that although these transfers are included in the balance we use to pay transactions that night, they may appear with our next Bank Business Day's date in the deposit Account transaction history resulting in overdraft fees. Funds transferred as a payment to a line of credit, installment loan or mortgage Account will be credited the next Bank Business Day after the date the payment is submitted. Please note, transfers to any deposit Account on a Saturday, Sunday or bank holiday, will appear with our next Bank Business Day's date in the deposit Account transaction history. Scheduled and recurring transfers between linked Seacoast National Bank Accounts can be for any amount available including overdraft protection balances, in the debit Account at the time of the scheduled transfer. At our discretion we may refuse to process any transaction that exceeds any of the above limits. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer within Digital Banking. In addition, we reserve the right to limit the frequency and dollar amount of transfers and payments for security reasons. We may permit you to exceed these limits from time to time in our sole discretion. Payments and transfers may only be made to and from accounts in the United States, and only in U.S. Dollars. We also may deny and limit transactions for security reasons. We may refuse to permit a transaction at any time and without prior notice if we believe it may violate applicable law.

## Canceling Transfers

A one-time immediate transfer to another Seacoast National Bank Account cannot be cancelled after it has been submitted in Digital Banking. Future-dated and recurring transfers can be canceled prior to midnight ET on the Bank Business Day prior to the date the transfer is scheduled to be made. If the transfer's status is In Process or Processed, you can no longer cancel it. After you cancel a future-dated transfer the status of the transfer is changed to Canceled.

### **Our Liability for Failure to Cancel or Stop the Transfer**

If you attempt to cancel a transfer in accordance with the above instructions and are unsuccessful, we will not be liable for any losses or damages but will work with you and the vendor to reverse the transaction to the extent we are able however the final decision to reverse the transaction lies with the recipient of the funds.

### **Bill Payment Services**

Through Bill Pay within Digital Banking, you can arrange, at your option, for the payment of your current, future and recurring bills to Payees from your designated bill pay Account (the "Bill Pay Service"). Your Payee list may include utility companies, merchants, other financial institutions, insurance companies, individuals, etc. within the United States whom you wish to pay through the Bill Pay Service. Please include the full name of the Payee and a complete mailing address and telephone number for each Payee, along with your account number with the Payee, the amount of the bill payment, and whether the bill payment is recurring. Bank reserves the right to decline to make bill payments to certain Payees.

### **Using Bill Pay**

To use the Bill Pay Service, you must provide us with the name and address of the person you want to pay ("Payee") your account number with Payee and any other information we require to properly debit your Account with us and credit your account with the Payee. If your account number or any other information changes, or if you wish to add or delete Payees, you must provide us with these changes prior to the date the payment is scheduled to be made. Any obligations that you wish to pay through Digital Banking with Bill Pay must be payable in U.S. dollars to a Payee located in the United States. We work with Payees to encourage them to accept an electronic or check payment. If we are unsuccessful, or if we believe that the Payee cannot process payments in a timely manner, we may decline to make future payments to this Payee. In the unlikely event that this occurs, we will notify you. We may refuse to make payments to certain Payees at our sole discretion and to Payees that choose not to participate in these services. We reserve the right to restrict categories of Payees to whom payments may be made using the Bill Pay Service. You agree that any payment for taxes, payments that are court-ordered, government payments and payments outside of the United States are prohibited and you agree that you will not attempt to use the Bill Pay Service to make these types of payments. When you create a new Payee in Bill Pay, it has a temporary status until we have had sufficient time to set up the account, and for your business Payees to verify information about your account. You should schedule a first-time payment to a new Payee at least five (5) Bank Business Days before any payment due date, to allow us time to set up the Payee and verify information about your account with the Payee. There is no limit on the number of Payees or number of payments that may be authorized. However, Bank reserves the right to impose limits at some future date, with proper written notice. You acknowledge and agree that if you describe a Payee inconsistently by name and account number, scheduled bill payment transactions to the Payee will occur on the basis of the account number, even if it identifies a person other than the named Payee. ANY ITEM THAT YOU AUTHORIZE FOR PAYMENT THROUGH THE BILL PAY SERVICE THAT IS RETURNED FOR INSUFFICIENT FUNDS IN YOUR DEPOSIT ACCOUNT MAY BE SUBJECT TO A FEE IN ACCORDANCE WITH YOUR DEPOSIT AGREEMENTS AND OUR FEE SCHEDULE.

### **Prohibited Transactions and Payments**

You agree not to use or attempt to use the Bill Pay Service to:

- a. Engage in any illegal purpose or activity or to violate any applicable law, rule, or regulation;
- b. Breach any contract or agreement by which you are bound;
- c. Engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction; or
- d. Engage in any activity or business that would result in you being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations.

In addition, you agree not to use or attempt to use the Bill Pay Service to:

- a. Make payments from a Home Equity Line of Credit (HELOC) Account;
- b. Make payments from an account held at a financial institution other than Bank;
- c. Make payments for taxes, or court ordered payments;
- d. Make payments outside of the United States.

In no event shall Bank be liable for any claims or damages resulting from your scheduling of these types of payments. Bank has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted, or misdirected payments will be the sole responsibility of you and not of Bank. Further, you acknowledge and agree Bank has no obligation to monitor your use of the Bill Pay Service for transactions and activity that is impermissible or prohibited under the terms of this Product Schedule; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this Product Schedule. PAYMENTS TO PAYEES OUTSIDE OF THE UNITED STATES OR ITS TERRITORIES ARE PROHIBITED THROUGH THE BILL PAY SERVICE AND MAY BE REJECTED, REVERSED, OR DECLINED WITH OR WITHOUT NOTICE TO YOU. YOUR USE OF THE BILL PAY SERVICE TO MAKE INTERNATIONAL PAYMENTS MAY LEAD TO BANK SUSPENDING OR TERMINATING YOUR ABILITY TO USE THE BILL PAY SERVICE.

### **Scheduling Bill Payments**

Although you can enter payment information through the Bill Pay Service twenty-four (24) hours a day, seven (7) days a week, Bank only initiates on Bank Business Days. We will process a bill payment on the same Bank Business Day as your instructions indicate. If you schedule a bill payment for a future date, we will process the transaction on that date if that day is a Bank Business Day. If the date you request for a future bill payment is not a Bank Business Day, we will process the transaction on the Bank Business Day immediately preceding the date you have requested. If you schedule a recurring bill payment and the payment date does not exist in a month, the payment will be processed on the last Bank Business Day of that month. Payments can be entered as a one-time transaction up to a year in advance, recurring transactions or as payments that are automatically scheduled upon the receipt of an electronic bill ("e-Bill"). If a Payee on a check fails to negotiate the check within 90 days, we will stop payment on the check and re-credit your account for the amount of the payment. If a check is returned to you prior to the end of the 90 day period, please inform us immediately so that we can stop payment on the check and re-credit your account. Recurring payments and transfers are those made for the same amount, on the same date, on a weekly, bi-monthly, monthly basis, etc. Once started, Recurring Payments and transfers will be made automatically until you delete the payment or transfer or upon expiration. If the payment is not a recurring payment, it will be a "one-time payment." One-time payments do not recur and are not made until you enter the Payee and amount of the current bill and submit the payment.

### **Limitations and Dollar Amounts for Bill Payments**

Bill Payments made using Digital Banking are subject to the following limitations: Bill payments can be for any amount between \$1.00 and \$35,000.00 AND A DAILY MAXIMUM FOR ALL BILL PAYMENTS IS \$35,000.00. Bill payments can only be made with U.S. currency.

### Payments made Electronically

Bill payments are processed either through an electronic transmission to the payee or by check drawn on a designated Account and mailed to the Payee. If a bill payment is to be made electronically and your bill payment Account does not have sufficient funds to make a bill payment as of the date the payment is attempted or scheduled to be made, the payment will be canceled, and no further attempt will be made by Bank to make the payment. Bank shall have no obligation or liability if it does not complete a payment because there are insufficient funds in your bill payment Account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the payment or rescheduling the payment through the Bill Pay Service. In the case of Recurring Payments, only the payment currently scheduled will be canceled. Recurring Payments schedule for future dates will not be affected.

### Payments made by check

When you schedule a bill payment that will be made by check, you authorize us to issue a check drawn on your qualified designated bill payment Account for the requested amount. If sufficient funds are not available in your designated bill payment Account when the check is presented for payment, we may refuse to honor the check and return it unpaid. At our sole discretion, we may elect to pay the check regardless of the insufficient funds. In either event, your qualified designated bill payment Account will be charged our then current fee for processing insufficient items, whether the check is paid or returned, as applicable. You are responsible for any loss or penalty that you may incur due to a lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your Account.

### How Bill Payments are Delivered

Payees who receive electronic delivery will receive your payment information, including your account number with the Payee, through a computer link. All checks are sent through the U.S. mail. Payments made with checks are generally received and credited by most Payees within five (5) Bank Business Days. If we receive any payment instructions from a Payee, we may follow those instructions to help ensure that the payment is received by the payee and promptly credited to your account. To help ensure that your payments arrive on time, you must schedule your payments to be processed at least five (5) Bank Business Days before the payment due date (that is, the due date shown on your invoice or provided in your agreement with the Payee, not taking into account any applicable grace period). This generally allows sufficient time for the Payee to receive and post your payment. When you attempt to schedule a payment, we will inform you of the earliest available delivery date. To assure timely payment and obtain the full benefit of the Bill Payment Guarantee, you must schedule payments and your account must be in good standing at least five (5) Bank Business Days before the payment due date. If you do not, or if for any reason your account is not in good standing, you will be fully responsible for all late fees, interest charges or other action taken by the Payee. The Bill Payment Guarantee is that your payment will arrive at the Payee within five (5) Bank Business Days of the send on date. However for this guarantee to be in effect the send on date must be at least five (5) Bank Business Days before the due date. If the payment fails to reach the Payee within five (5) Bank Business Days we will pay any late fee up to \$50.00. We will not be responsible for any interest or finance charges nor will we be responsible for any change in interest rate due to a late payment. Nor will we be responsible for any opportunity lost injuries due to a late payment.

### Recurring Payments.

"Recurring Payments" are those made for the same amount, on the same date, on a weekly, bi-monthly, monthly basis, etc. Once started, Recurring Payments will be made automatically until you delete the Recurring Payment or upon expiration. A Recurring Payment that you want deleted must be deleted or the next payment date changed five (5) Business Days before the current transaction date. If you designate a processing date of the 28th through the 31st of a month, processing will be initiated on the last calendar day of the month which is also a Business Day. Otherwise, Recurring Payment requests will be processed on the dates you have designated, unless such date falls on a non-Business Day resulting in your payment being processed on the next Business Day. If the payment is not a Recurring Payment, it will be a "one-time Payment." One-time Payments do not recur and are not made until you enter the Payee and amount of the current bill and submit the payment

### Payment Authorization and Payment Remittances

- a. By providing the Bill Pay Service with names and account information of Payees to whom you wish to direct payments, you authorize Bank to follow the payment instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Bill Pay Service may edit or alter payment data or data formats in accordance with Payee directives.
- b. When the Bill Pay Service generates items to be charged to your bill payment Account, you agree that the Bill Pay Service may debit your bill payment Account without requiring your signature on the item and without prior notice to you.
- c. When the Bill Pay Service receives a payment instruction, you authorize the Bill Pay Service to debit your bill payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the scheduled payment date designated by you.
- d. You also authorize the Bill Pay Service to credit your bill payment Account for payments returned to the Bill Pay Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another user of the Service.

### Canceling Bill Payments

A bill payment can be cancelled on the send on date up to the time the payment has an In-Process status. Once the payment is In-Process it cannot be cancelled.

Future-dated and Recurring Payments can be canceled prior to midnight ET on the Bank Business Day prior to the date the payment is scheduled to be made. If the payment's status is In-Process or Processed, you can no longer cancel it. After any payment is cancelled, the status changes to Canceled. A stop payment cannot be placed on an electronic bill payment transaction once issued. However, a stop payment can be placed on a bill payment transaction by bill payment check UNTIL THE ITEM HAS BEEN PAID. There is no fee for deleting a payment initiated through Bill Pay; however a fee may apply for a stop on a bill payment check.

### Our Liability for Failure to Cancel or Stop the Bill Payment

If you attempt to cancel a bill payment in accordance with the above instructions and are unsuccessful, we will be not liable for any losses or damages but will work with you and the vendor to reverse the transaction to the extent we are able however the final decision to reverse the transaction lies with the recipient of the fund.

### Transfer/Payment Authorization and Sufficient Available Funds

You authorize Bank to withdraw, debit or charge the necessary funds from your Designated Account in order to complete all of your designated transfers and payments. When you schedule a bill payment the funds will be debited from your Account on the Send On date selected. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your Accounts at the time of the withdrawal. The completion of a transfer or payment is subject to the availability of sufficient funds (including any overdraft protection plans) at the time the transaction is posted. If enough funds to complete the transfer or payment are not available, we may either (i) complete the transaction and overdraw the account or (ii) refuse to complete the transaction. In either case, we may charge a non-sufficient funds (NSF), returned item, overdraft, or similar fee. Please refer to the applicable Account agreement and fee schedule for details. Bank is under no obligation to inform you if it does not complete a payment or transfer because there are non-sufficient funds or credit in your Account to process the transaction. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer within Digital Banking. In the case of Recurring Payments, only the payment currently scheduled may be canceled. Recurring Payments scheduled for future dates will not be affected.

### Our Liability for Failure to Complete Transfers and Payment Instructions

We, or our Processor, are responsible for completing fund transfers and bill payments from your Account(s) on time and according to your properly entered and transmitted instruction. If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we will not be liable for your losses and damage. In addition, neither we, nor the Processor will be liable:

- If you do not have adequate money in a deposit Account to complete a transaction from the Account, or if that Account has been closed;
- If you have not properly followed software or payment instructions on how to make a transfer or bill payment;
- If you have not timely given complete, correct and current instructions so that a transfer or bill payment can be made;
- If you do not authorize a bill payment soon enough for your payment to be made and properly credited by the biller by the time it is due;
- If the transfer request is not in accordance with the current OFAC rules and other pertinent laws and regulations;
- If the transfer would cause your balance to go over the credit limit of an established credit line of credit or the credit limit for any credit arrangement set up to cover overdrafts;
- If a timely transfer or bill payment is made but the biller/agent nevertheless does not credit your transfer or payment promptly after receipt;
- If withdrawals from any Eligible Accounts have been prohibited by a court order such as a garnishment or other legal process;
- If we or our agent reasonably believes that a transaction may be unauthorized and based thereon the transaction is not completed;
- If your equipment and/or the software were not working properly and this problem should have been apparent to you when you attempted to authorize a transfer or bill payment;
- If circumstances beyond our or our agent's control prevent making a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include but are not limited to computer failure, telecommunication outages, postal strikes and other labor unrest, delays caused by billers, fires, floods, and other natural disasters: There may be other exceptions to our liability as stated in your Deposit Agreement.

The list of examples set out in this paragraph is meant to illustrate circumstances under which we would not be liable for failing to make a transfer or payment and is not intended to list all of the circumstances where we would not be liable.

### Limitations on Bank's Liability

Without limiting the generality of the limits of our liability contained in the General Provisions of this Master Agreement, if we fail or delay in making a payment or transfer pursuant to your instructions within the Bill Pay Service, or if we make a payment or transfer in an erroneous amount that is less than the amount per your instructions, unless otherwise required by law, our liability shall be limited to interest on the amount that we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount that exceeds the amount per your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed sixty (60) days' interest. If we become liable to you for interest compensation under this Product Schedule or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank of New York for each day interest is due, computed on the basis of a 360-day year. ANY PAYMENT MADE BY BANK PURSUANT TO THE SECURITY PROCEDURES SHALL NOT BE DEEMED TO BE AN UNAUTHORIZED PAYMENT AND BANK SHALL HAVE NO LIABILITY FOR SUCH PAYMENT.

THE FOREGOING TERMS OF THIS PRODUCT SCHEDULE, IN ADDITION TO ANY LIMITATION OF LIABILITY PROVIDED FOR IN THE MASTER AGREEMENT, SHALL CONSTITUTE BANK'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL BANK BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE BILL PAY SERVICE.

### Digital Banking Alerts

We provide Automatic Alerts and Voluntary Account Alerts (collectively, "Alerts") to provide notifications of account activity and events related to Treasury Management product transactions. Automatic Alerts are sent to you following important account activities or when certain changes are made online to your Account, such as a change in your email address, telephone number, User ID or Password. You do not need to activate these alerts. We automatically activate them for you. The following terms and conditions apply to Alerts:

- Accurate Customer Notification Information.** Customer shall provide a correct text message number and/or email address, as applicable and available, to receive the Alerts selected. Customer is solely responsible to provide Bank with timely information should any such text message numbers or email addresses change. Bank may, if it receives delivery failure notification for an Alert, attempt to contact Customer for updated information; however, Bank shall not be obligated to do so.
- Opt-Out; Termination.** The bank can add automatically alerts to a mobile number on file. If you need to opt out, contact the Bank's Treasury management customer care at the following phone number: 866-414-2223. Alerts will terminate with the termination of the service to which it applies. Customer may terminate Alerts at any time upon giving Bank notice in accordance with this Master Agreement, however, Customer agrees that Customer may continue to receive Alerts for five (5) Business Days after termination while Bank disables the service.
- Limitation of Liability.** Bank's sole obligation for Alerts is to send electronic notifications to the text message numbers/email addresses provided by Customer. Notwithstanding anything in the Service Terms for Alerts to the contrary, in addition to the limitations of liability set forth in this Master Agreement, Bank shall have no liability to Customer if Alerts were transmitted but not received. In no event shall Bank be liable to Customer if failure to timely provide Alerts was through no fault of Bank.

### Stop Payments of Checks

Stop payment orders on check payments must be submitted before the end of Bank Business Day. Stop payment orders received after 7 PM Eastern Time will be processed on the following Bank Business Day. Stop payment orders processed through the Digital Banking Service are subject to the terms and conditions governing stop payment orders as found in your Deposit Agreement.

### Stop Payment of Preauthorized EFTs

Stop payment orders on preauthorized EFTs must be communicated to us at least three (3) Bank Business Days prior to the scheduled transfer date. Stop payment orders must be communicated to us via a form faxed, emailed, or delivered to your local branch, and may not be communicated via the Digital Banking platform. We require your name and the Account number associated with the transfer, and the exact (a) name of the payee, (b) payment amount, and (c) scheduled transfer date. Failure to provide correct and complete information may make it impossible for us to stop payment of the preauthorized EFT. You agree to indemnify and hold us harmless from and against any loss or damages incurred by us as a result of our paying an EFT if any of the information relied upon in the stop payment order is untimely, incorrect or incomplete (or as a result of our not paying a preauthorized EFT for which a valid stop payment order is in effect). If we pay a preauthorized EFT despite a valid stop payment order, you agree, upon our request, to promptly provide us with an affidavit describing in detail the dispute.

### Electronic Statements ("eStatements")

- a. Description of Electronic Statements. You may view, download, and print your periodic Account statements (each electronic statement is an "eStatement"). Any legal notices or disclosures that normally accompany your mailed statement or that we could otherwise deliver to you by mail concerning your Account may be delivered and/or made available to you electronically through Digital Banking.
- b. Delivery of and Access to eStatements. You may designate delivery of your periodic statements by email in lieu of paper copies. If you should make such designation, then after each Account cycle, you will receive a notification email, at the email address designated by you, notifying you of the date when your eStatements for your Designated Accounts are available. This notification email will be the only notice you receive of the availability of your eStatements, other than alerts that may be posted on the Digital Banking platform. Access to your eStatements will be available for a period of three 6 months from the date of each eStatement. You may make a copy of an eStatement for your records by printing it to an attached printer or download it to a storage device. You will need to ensure that your computer software meets the stated requirements in order to view, print, and/or save your statement and legal notices. For joint accounts, delivery of a notification email to one Account owner shall constitute delivery to all owners. Delivery of some disclosures in electronic form does not require Bank to deliver all notices or all notices of a particular type electronically. Disclosures regarding your Accounts may be attached in an email, contained in the text of an email, posted separately from eStatements on the Website or contained within an eStatement, or posted otherwise through the Services or on the Website. Notification emails will be considered sufficient notice and received by you regardless of whether you actually access the email or the eStatements or review any disclosure contained therein.
- c. Changes to Email Address. It is your responsibility to notify us of changes to your email address. You may change your email address through the Platform.
- d. Returned and Undelivered Emails. If a notice email is returned undeliverable, Bank may, at its discretion, discontinue your eStatements and begin sending your periodic statements and disclosures to you in paper form at the last postal address shown on our records. If the terms of your Account require you to receive eStatements to qualify for the benefits of the Account, and we are unable to send you notification electronically, paper statements will be reinstated, and you will lose any benefits associated with the Account. We will use our best efforts to deliver your eStatements and disclosures in a timely manner as required by law. We will have no liability if we are unable to deliver them due to, but not limited to, the following circumstances: (i) your equipment or email is not functioning properly; (ii) our system is malfunctioning and you are aware of its malfunctioning when you make a request to us; or (iii) circumstances beyond our control (such as, but not limited to, communications failure, energy shortage, act of God, war, riot, fire, civil commotion, terrorist attack, severe or adverse weather conditions or other causes beyond Bank's control).
- e. Technical Requirements. To use the eStatement Service, you must have an operating system and an internet browser that is supported by the Services. You will also need a connection to the internet, and a current version of Adobe Acrobat Reader or Adobe Acrobat Viewer. If you are unable to view your eStatements on your Device, you should not enroll in the eStatement service. In order to keep copies for your records you will need access to a printer or the ability to download information. To print, select the print function on your browser.
- f. Termination of eStatements. You may cancel the eStatement service at any time. There is no fee for cancelling. We may also terminate the eStatement Service for any or all Accounts at our discretion. The termination of the eStatement Service in no way affects the validity or legal effect of all eStatements and disclosures which have been previously delivered electronically.
- g. No Warranties. We make no warranty that the eStatement Service will be available at all times or that eStatements will not be monitored or read by others if your Login Credentials or computer are compromised.
- h. Review of eStatements. Your use of the eStatement Service does not in any way alter your obligation to promptly review your statements and to notify us of any error, fraud, forgery, alteration or other irregularity. If you allow someone else to access your E-Statement, you are still fully responsible for reviewing the eStatement for any errors, unauthorized transactions, or other irregularities. All provisions as set forth in the applicable deposit account disclosure/agreement(s), terms and conditions, and loan agreements shall continue to apply. All provisions as set forth in the Deposit Agreement shall continue to apply. Your eStatements will be considered delivered on the date that they are sent to the email address you have designated.

### Electronic Bill Payment and Presentment

These Electronic Bill Payment and Presentment Service terms set forth the terms under which Bank will establish, and Customer may use, electronic bill presentment and payment services and platform to allow Customer's Payors (defined below) to pay amounts due to Customer as further described herein (the "EBPP Service").



## Definitions

In addition to the defined terms in this Master Agreement, the following terms used for the EBPP Service shall have the meanings given below:

**"Card Association"** means any of Visa, MasterCard, American Express, Discover or any other card association as may be specified by Bank from time to time.

**"Convenience Fee"** has the meaning as defined in the Rules of the applicable Card Association.

**"Customer Content"** means the content provided by Customer to Bank hereunder, for incorporation into the Customer's EBPP Platform as amended from time to time, which may include Customer trademarks, privacy policies, and other content which the Customer intends to appear on the EBPP Platform.

**"Deliverables"** means any item delivered or produced by Bank pursuant to the Operating Instructions, which may include, but are not limited to, the EBPP Platform, tangible and intangible work product, content, data, databases, reports, designs, memoranda, lists, diagrams, schedules, analyses, procedures, Specifications, programs, computer systems, Documentation and like items, whether in hard copy or electronic media, incidental to, and containing or embodying the results of, the EBPP Service performed hereunder.

**"Hosting Services"** means the internet hosting services provided to Customer to establish and maintain the EBPP Platform to perform the Service as described herein.

**"EBPP Platform"** means the EBPP internet platform established and maintained by Bank or its Service Provider that Customer and its Payors may access for the invoicing of Payors by Customer and making payments by Payors to Customer.

**"Payor"** means those members of the public, whether individuals or entities, anywhere in the world who access an EBPP Platform established for Customer.

**"Project Manager"** shall have the meaning set forth in Section 5 below.

**"Specifications"** means the detailed description of the features and/or functionality of the Deliverables, as more specifically described in the Operating Instructions.

## EBPP Platform Setup

**EBPP Platform.** The parties shall mutually develop and agree upon detailed Specifications for the EBPP Platform, including Customer conforming billing files to the format and data requirements of Bank, and any other related Deliverable. Bank or its Service Provider shall provide the Hosting Services for the Customer's EBPP Platform as set forth in the Operating Instructions. The EBPP Platform shall be hosted under one or more unique URL established on behalf of and assigned to Customer during Customer's use of the Service (the "Domain Names"). Bank shall not locate any other website, content, data, information or materials under such Domain Names other than as necessary to host the EBPP Platform on behalf of Customer. Bank offers an IVR payment acceptance service, which service may be integrated into the OBP Platform, for the collection of payment instructions by Customer's Clients. Bank may place a Bank credit and logo on each EBPP Platform, in a font size, format and location to be reasonably agreed to by the parties. Customer will have the right of prior review and reasonable approval of the message regarding the link and content of the page where the link appears.

**EBPP Platform Access.** Bank shall allow or restrict access to the EBPP Platform by access codes, IP authentication, or other Security Procedures as set forth in the Specifications or Operating instructions for the EBPP Platform maintained for Customer. Bank shall, at Customer's request, either grant or deny access to restricted portions of the EBPP Platform to any Payor. Bank shall have the right, in its sole discretion, to suspend or terminate any Payor's access to the EBPP Platform if it reasonably believes that Bank or Customer may suffer losses or liability due to any actions taken by, or the breach of the obligations of, such Payor or anyone accessing an EBPP Platform through such Payor's account, and such suspension or termination shall not constitute a breach by Bank of any of its obligations under these EBPP Service terms or the Master Agreement. Bank shall provide Customer with prompt notice of any such suspension or termination and a brief summary of the reasons therefor, unless such disclosure is prohibited by applicable laws or would, in Bank's sole discretion, jeopardize an ongoing investigation.

**Modifications.** If Customer wants to implement any modifications or revisions to the EBPP Platform developed for Customer that deviate in any way from the Operating Instructions, the current EBPP Platform, or to materially change the Customer Content initially provided, Customer shall submit to Bank a written modification request detailing such revisions. Bank will respond to the modification request within a reasonable time period and will inform Customer of Bank's decision, implementation timeline and whether any additional costs are required for the modification.

## Customer's Responsibilities; Restrictions.

Customer or its related third party vendor shall deliver the Customer Content to Bank as required to implement the EBPP Service and establish the EBPP Platform. Customer shall respond to questions and requests for information from Bank in a timely fashion so as to implement the EBPP Platform and enable the performance of the EBPP Service. Customer acknowledges that Bank is relying on Customer providing such information and that the EBPP Service may be delayed or aspects of the EBPP Platform incorrect if the Customer does not timely and accurately deliver the requested information. The EBPP Platform shall be considered Software and subject to terms and restrictions in the General Provisions of this Master Agreement.

## Project Manager.

Customer shall designate in writing to Bank a "Project Manager" for implementation of the EBPP Service, and shall notify Bank in writing of any subsequent personnel changes. The Project Manager shall have responsibility for managing Customer's performance of its obligations. Bank will have the right to rely upon the actions and instructions of the Customer's Project Manager.

## Bill File and Payment File Formats; Types.

Once the EBPP Service is implemented and the EBPP Platform active, Customer may transmit Payor information and billing files to Bank in the format required by Bank and as notified to Customer. Bank shall have the right to reject any files that are not properly formatted and Bank has no responsibility for any failure or delay in processing files from Customer that are not properly formatted. Billing files can be uploaded to the EBPP Platform using the internet websites or application that may be used to access the EBPP Service and otherwise send and receive information offered by Bank from time to time, including file delivery (a file-based software or application utilized to facilitate the exchange of financial transactions or information between Customer and Bank), using the applicable Security Procedures. Payors must be registered and enrolled on the EBPP Platform by Customer in order to receive invoices from, and make payments to, Customer using the EBPP Platform. Customer is solely responsible for the information submitted for each Payor and each billing file. A Payor will then be permitted to submit a payment authorization on the EBPP Platform using the payment types available through the EBPP Service and implemented by Customer, which are currently ACH and debit and credit cards, as may be amended by Bank from time to time.

**Automated Clearing House (ACH) Payments.** Customer must be enrolled in the Bank's ACH Service and payments made by ACH will be subject to the ACH Origination Product Schedule and corresponding Operating Instructions. Customer hereby remakes the representations and warranties set forth in the ACH Origination Product Schedule each time a Payor's authorization is submitted using the EBPP Platform, which shall be deemed Customer's payment order, and Entries originated in response to Customer's Instructions.

**Debit and Credit Card Payments.** Payments may be made by Payors using a debit card or credit card will be subject to the terms of the applicable card processing agreements between Customer and its third party processor and any corresponding Operating Instructions, as applicable. A Payor's authorization received through the EBPP Platform shall be deemed a proper authorization from the Payor for Bank to process a debit or credit card transaction on behalf of Customer.

### **Transmission and Processing of Payor's Payment Authorization**

Once a Payor's payment authorization is received on the EBPP Platform, Bank will translate the information into the appropriate format for the Bank's applicable payment processing system (currently either ACH, debt card or credit card), and transmit the payment authorization data to the payment processing system. Bank or its Service Provider then executes Payor's payment Instructions on the date set forth for each payment in the payment file, subject to the authorization from the Payor being received and processed prior to the applicable cutoff time. Customer acknowledges that the payment Instructions submitted by Payors are subject to rejection and return based upon, and are otherwise subject to, the Rules of the applicable payment network, including validation of the Payor's account information for ACH Transactions. Bank will credit Customer's Account for the payments made by Payors only following receipt of such amounts from the applicable payment network and subject to the Bank's Funds Availability Policy. Bank shall not be liable for honoring or acting upon the payment authorizations and Instructions received from Customer's Payors through the EBPP Platform, and Customer expressly agrees to indemnify and to hold Bank harmless for any losses, damages or liability arising out of honoring or acting upon any payment authorizations and Instructions received, including but not limited to instructions that are received with inaccurate or missing information.

### **Convenience Fees**

Customer may, with the agreement of Bank, be permitted to charge a Convenience Fee to its Clients for payments made through the EBPP Platform. If Customer elects to charge, and Bank implements, a Convenience Fee, Customer represents, warrants and covenants that: a) Customer's client-facing terms and conditions, which will appear on the EBPP Platform; b) Customer will disclose the Convenience Fee to its clients prior to completing the transaction so they have the opportunity to cancel the transaction; and c) Customer will comply with all applicable Rules as well as any applicable laws related to charging Convenience Fees. In order to charge the Convenience Fee, Customer must enter into a separate agreement with a third party Vendor, pursuant to which the Vendor will assess the Convenience Fee through the EBPP Platform. Customer acknowledges and agrees that Bank is not party to the Customer's agreement with the Vendor and shall not be responsible for providing the services associated with assessing the Convenience Fee. Bank does not recommend the use of Convenience Fees and Customer bears all responsibility and liability for the decision to charge a Convenience Fee, the amount or how it appears on the EBPP Platform and compliance with the Rules, including applicable card association rules restricting, limiting or prohibiting Convenience Fees, and Bank shall be held harmless by Customer and its Vendor and have no liability or responsibility for permitting Customer to charge a Convenience Fee.

### **Representations and Warranties**

In addition to the representations and warranties set forth in the Master Agreement, Customer hereby represents, warrants and covenants to Bank as follows:

- (a) The Customer has obtained any and all required consents and authorizations (including, but not limited to, consents and authorizations from any Payor) necessary to enter into, use the EBPP Service and obtain payment from each Payor.
- (b) The Customer will comply, in all respects, with the privacy policy provided for display on the EBPP Platform and that such policy complies with all applicable laws.
- (c) If Customer uses the EBPP Platform as a service tool to accept payments from its Payors, Customer will have the proper controls to manage Authorized User access and passwords and authenticate Payor instructions and that Customer accepts full liability for all payments originated by its employees and any claims by a Payor that a transaction was not authorized.
- (d) Customer shall comply with the Rules as required to use the Service and reaffirms its obligation under the ACH Service Terms to comply with rules and other Rules.

### **INDEMNIFICATION.**

(a) In addition to Customer's indemnification obligations under the Master Agreement, Customer shall indemnify, defend and hold harmless Bank and its officers, directors, employees, and agents against any and all losses, damages or liability suffered or incurred by Bank to the extent that they arise out of or are related to: (i) any claim that the Customer Content infringes or violates the intellectual property rights of a third party; (ii) a breach of any representation or warranty made hereunder to Bank by Customer; and (iii) any losses, damages or liability incurred by Bank, including any fines, penalties or other amounts assessed against Bank, for Customer's violation of the Rules.

### **Other General Terms of Business Digital Banking**

#### **Unauthorized Use**

Any transaction initiated by an Authorized User or Administrator is deemed on your behalf and accepted by you and you shall be held responsible until such time we have been notified, in writing, that such authority has been revoked or cancelled. We may rely upon and act in accordance with any communication received by us purporting to be a communication by an Administrator or Authorized User on your behalf, without inquiring as to the source of such transmission or identity of such person. You agree to be responsible for all transactions made by any person using an Administrator's or Authorized User's Login Credentials, regardless of whether such transaction was authorized and shall discharge and release us from all liability resulting from our execution of transactions initiated, unless and until you have notified us, according to notification procedures prescribed by us, of revocation of such Authorized User or Administrator authority levels, or of a security compromise or security breach and we have had a reasonable opportunity to act upon such notice.

### **Fees and Other Charges**

You should note that depending on how you access Digital Banking, you might incur charges for:

- Normal account fees and service charges
- Any online service provider fees
- Any mobile device carrier charges
- Purchase of computer programs such as Personal Financial Management (PFM) software.
- Transfers made through Digital Banking Services from a savings or money market account may result in an excess transaction fee. See your savings or money market account for details.
- Fees may be assessed for added self-service features available through Digital Banking customer service, such as stop payment requests, check copy orders and account statement copy orders. For additional information, please see the applicable Deposit Agreement.
- An NSF fee, returned item, overdraft or similar fee may also apply if you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date scheduled.

We may charge you a research fee for an inquiry about any transaction. This fee will be waived if we determine that a Bank error occurred.

### Terminating Your Digital Banking

Your Digital Banking Services will remain in effect until they are terminated by you or Seacoast National Bank. You may terminate your Service at any time by following the termination procedures set forth in the General Provisions section of the Master Agreement. Termination of your Digital Banking Services does not terminate your Seacoast National Bank Accounts or affect any other Treasury Management Services you may have with Bank. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the Service. Seacoast National Bank will cancel any scheduled payments within two (2) Bank Business Days from the date we receive your request to discontinue the Service. If you close your checking Account, or if it's no longer linked to your Service any unprocessed payments may be canceled. In addition to our termination rights set forth in the General Provisions section of the Master Agreement, We may terminate your participation in Digital Banking Services for inactivity or the lack of logging on to the service for 90 days or longer. We may terminate access to the Digital Banking Services upon the request of an Account owner, co-owner, or any other person who is authorized to access the Account through the Digital Banking Service. We reserve the right, in our sole discretion and with or without cause, to terminate your use of the Services in whole or in part at any time without prior notice.

### Use of External Email Address

With Digital Banking Services we may send messages to your external email address and notify you that responses to your payment inquiries or customer service inquiries are available, or as otherwise described within the Digital Banking Services. If you subscribe to e-Bills service, we may also use external email to notify you that you have new bills. Email is not a secure method of communication over the internet and we recommend you do not send confidential, personal or financial information by external internet email. We cannot act on instructions sent by you from an external email address. You should use Digital Banking secure mail to send instructions to Seacoast National Bank. If, for any reason your external email address changes or becomes disabled, please contact Seacoast National Bank immediately so that we can continue to provide you with automated messages. You may notify us of any changes to your external email address through the Administration tab within your Digital Banking Service.

### Risk of Email

Certain risks are associated with the transmission of communications through the internet, including, but not limited to, unauthorized access, systems outages, delays, disruptions in telecommunications services and the internet. Communications sent to you by email are an unencrypted, automatic Alert. Although these communications are not intended to contain personally identifiable confidential financial information, they may contain part or all of your name or other identifier, which could be seen or intercepted by others if delivered to your business address or other computers or electronic devices not exclusively under your control. Do not respond to communications by return email, or use it to request information, service, paper copies or other items or to revoke consent. We will not be able to act upon requests made in that manner.

### Errors and Questions

You are required to promptly review each Account statement and you are encouraged to review your Accounts daily. An Account statement shall be deemed received on the date actually received, though no later than two (2) calendar days after it is made available or delivered by mail, email, eStatement, or through the Services, regardless of how or if actually accessed or received. We report your Digital Banking transactions on the monthly statements for your linked Accounts. A description of each transaction, including whom you paid, and the date and amount of the transaction will appear on your statement. You may also view account activity online.

### Contact us immediately if you think:

- Your statement or transaction record is wrong
- You need more information about a transaction listed on your statement
- An unauthorized person has discovered your Digital Banking User Name or Password
- Someone has gained access to the Security Procedure
- Someone has transferred or may transfer money from your account without your permission
- Bill payment transactions have been made without your authorization

To initiate a payment inquiry, you may use Digital Banking Services to send a message request via secure online mail. Or you may contact Online Banking Customer Service by calling 800.706.9991. If you are calling from outside of the continental U.S., call us at 772.287.4000.

You must contact us in writing no later than 45 days after we have sent the FIRST statement on which the problem or error appeared regardless of how we make your statement of account available to you. Please include (a) your name and Account number; (b) a description of the error or the transaction about which you are communicating; (c) a clear explanation as to why you believe there is an error or why you need more information; and (d) the dollar amount and date of the suspected error. Your duty to report unauthorized transactions, alterations or any other error with reasonable promptness is outlined in your Deposit Agreement.

### Limitation of Liability

In the event that you fail to timely and properly notify us, we shall have no liability to you for any loss or damage sustained by you arising out of any request, instruction, or order concerning your Account or of any unauthorized transaction or other error referenced in a statement or in an individual notification or advice, regardless of whether we exercised ordinary care, and you agree that the loss will be entirely yours.

## CHECK POSITIVE PAY PRODUCT SCHEDULE

### Positive Pay Services.

In addition to the terms of this Master Agreement, this Product Schedule governs your use of the Check Positive Pay Services. You may use the Check Positive Pay Services to quickly identify and act upon fraudulent checks as well as to quickly reconcile your Account(s). You provide Bank with a file detailing all checks you have issued on an Authorized Account. The file is imported into Bank's system for comparison to checks being presented against your Authorized Account. Through this file, you can instruct Bank to "pay" or "return" checks issued against your Account. Where not listed as an Authorized Account, Bank will not provide the Check Positive Pay Service as to those non-Authorized Accounts.

### Scope of Service

Customer agrees and understands that the Check Positive Pay Services apply only to magnetic ink character recognition ("MICR") encoded paper checks and documents. Therefore, the Check Positive Pay Services and this Product Schedule shall not apply to any electronic funds transfer ("EFT"), Automated Clearing House ("ACH") transaction, or check that has been converted to an ACH Transaction that does not contain a serial number. Accordingly, this Product Schedule shall have no effect with respect to any such transactions on Bank's or Customer's respective rights, obligations, duties or responsibilities under any other agreement between the parties or applicable law or regulation.

### Check Encoding

If the Customer encodes their check stock internally, the Customer shall submit to Bank a sample of said check encoding for verification on Bank's systems. The Customer is responsible for ensuring that said verification is received any time the Customer updates their check encoding system. Bank may in its sole discretion terminate this Agreement without notice if at any, time Customer's check encoding fails Bank's verification systems and after notification by Bank, Customer does not correct their check encoding system within a reasonable time. For Payee Check Positive Pay the Customer will adhere to the recommended Payee name guidelines provided. Bank will not be held liable for the failure of Bank's systems to identify a check as an Exception Check, as defined below, as a result of payee name variances or failure to adhere to said guidelines.

### Check Issue Report

The Customer shall submit a Check Issue Report to Bank prior to actual issuance to named payees.

- a. The Check Issue Report for both standard Check Positive Pay and Payee Check Positive Pay shall accurately state the check number and the exact amount of each check drawn on each Authorized Account listed on the Onboarding Form or Additional Documents (each such check referred to herein as an "Item") since the last Check Issue Report was submitted. The Check Issue Report for Payee Check Positive Pay shall also accurately state the payee name.
- b. The Customer shall send the Check Issue Report to Bank in the format and medium, by the deadline(s), at scheduled day(s), and at the place(s) specified by Bank which may change from time to time. Each Check Issue Report received by Bank from the Customer must be transmitted to Bank by 7:00 PM ET one Bank Business Day prior to the release of checks contained thereon to check payees. Customer shall transmit or manually input Check Issue Reports via Digital Banking. Customer is responsible for verifying that a transmission was successful.
- c. The Check Issue Report transmitted to Bank constitutes the signature of the Customer for purposes of determining whether a Presented Check is properly payable. "Presented Check" means a check drawn on an Authorized Account and presented to Bank for payment. The Customer expressly warrants that all Presented Checks that match the information in the Check Issue Report are properly payable.
- d. Customer acknowledges that Bank is not responsible for detecting any Customer error contained in any Check Issue Report sent by Customer to Bank.

### Payment of Presented Checks and Reporting of Exception Checks

Bank shall compare each Presented Check, either by check number and exact amount (standard Check Positive Pay) or by payee name, check number and exact amount (Payee Check Positive Pay), against the Items included in each Check Issue Report received by Bank. If a Presented Check matches an Item included in a Check Issue Report it will be identified by Bank as a "Matching Check" authorized for payment by the Customer. If a Presented Check does not match any Item in any Check Issue Report it will be identified by Bank as an "Exception Check" subject to further review by Customer. Customer agrees and acknowledges that unless Customer elects Payee Check Positive Pay on the Onboarding Form, Bank will not review or attempt to match the payee on the check even if Customer has provided Bank with the payee information. For standard Check Positive Pay, Customer has total responsibility for matching the payee on the check as provided by Customer in the Check Issue Report. On each Bank Business Day, Bank will:

- a. Pay and charge to the Authorized Account each Matching Check;
- b. Provide to the Customer a "Suspect Report" indicating whether Bank has received any Exception Checks, specifying either the complete check number and amount (Standard Check Positive Pay) or the payee, the complete check number and amount (Payee Check Positive Pay) for any and all such Exception Checks, and providing an image of any and all such Exception Checks; and
- c. Bank will make every reasonable effort to make each Suspect Report available to the Customer for viewing by 8:00 AM ET via Digital Banking. Access to the Check Positive Pay Service will not be available prior to 8:00 AM. The Customer agrees and understands that the Check Positive Pay Service described herein is at all times conditioned upon the corresponding operation and availability of those computer services and systems used in delivering said Service. Bank shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the Customer in the event of any failure or interruption of the Check Positive Pay Service or any part thereof, resulting from the act or omission of any third party, or from any other cause not reasonably within the control of Bank.

### Payment and Dishonor of Exception Checks

Except as provided for in subsection (e) of this section, Bank will finally pay or return Exception Checks presented in accordance with the online decision or the pay or return default option selected by the Customer.

- a. **Return Default.** Where the Customer has selected the return default option, Bank shall return any Exception Check drawn on the Authorized Account, unless the Customer instructs Bank to pay such check in a timely Pay/Return Request. **AS SUCH, IF YOU MISS THE EXCEPTION CHECK DEADLINE PROVIDED IN SUBSECTION (d) BELOW FOR DETERMINING EXCEPTION CHECKS, THE EXCEPTION CHECKS WILL BE RETURNED;** provided that Bank shall retain the discretion to make the final decision on any Exception Check and may pay any Exception Check which is not decided by you prior to the Exception Check Deadline.
- b. **Pay Default.** Where the Customer has selected the pay default option, Bank may finally pay and charge to the Authorized Account any Exception Check, excluding checks presented for immediate payment as outlined in this Payment and Dishonor of Exception Checks section, provided that the Customer has not objected to such payment in a timely Pay/Return Request. **AS SUCH, IF YOU MISS THE EXCEPTION CHECK DEADLINE PROVIDED IN SUBSECTION (d) BELOW FOR DETERMINING EXCEPTION CHECKS, THE EXCEPTION CHECKS WILL BE PAID;** provided that Bank shall retain the discretion to make the final decision on any Exception Check and may return any Exception Check which is not decided by you prior to the Exception Check Deadline.
- c. Pay/Return Request. A Pay/Return Request shall identify each Exception Check on which the Customer desires to take action by the complete check number and amount specified in the Suspect Report and shall instruct Bank to either pay or return the Exception Check. Pay/Return Requests shall be sent to Bank in the format and medium, by the deadline(s), and at the place(s) specified by Bank which may change from time to time.
- d. Each Bank Business Day, Customer shall review the Suspect Report provided by Bank. If the Suspect Report includes any Exception Checks on which the Customer desires to take action, Customer shall prepare a Pay/Return Request and send it to Bank by 2:00 PM ET the same Bank Business Day (as may be changed from time-to-time by Bank) (the "Exception Check Deadline"). If Bank does not receive a Pay/Return Request by the Exception Check Deadline on any Bank Business Day, it shall handle the Exception Checks included in that day's Suspect Report in accordance with Customer's selected default option.
- e. For Exception Checks presented for immediate payment (cashing a check over Bank counters) Bank will contact an authorized signer on the account by phone for instruction on said Exception Check(s). In the event that Bank cannot reach an authorized signer for instruction on said Exception Check(s), Bank may return or refuse to pay said Exception Check(s).
- f. All Exception Checks returned in accordance with this section shall be returned to the depository bank with the reason code "Refer to Maker." Use of the Check Positive Pay Service as a substitute for a stop payment order is strictly prohibited. Customer will follow Bank's standard stop payment procedures if it desires to return a Matching Check or other check that was validly issued. Nothing in this Product Schedule will limit Customer's right to stop payment on any Matching Check or other check or Bank's right to return any Matching Check or other check that Customer has authorized Bank to pay in accordance with this Product Schedule if Bank determines in its sole discretion that the check is not properly payable for any reason (without Bank's agreeing to, or being required to, make such determination in any circumstance) or that there are insufficient collected and available funds in the Account to pay it.

### Checks Not Covered

This Product Schedule does not cover a check if Bank has already cashed the check or is already committed to honor or pay the item under applicable laws, regulations, or rules governing checks, including the UCC.

### U.C.C. Liability

To the extent applicable, the liability provisions of U.C.C. Articles 3 and 4 shall govern this Agreement, except as modified below.

### Wrongful Honor

If Bank pays an Exception Check listed in a Suspect Report, such payment shall be a "wrongful honor," subject to the following:

- a. There shall be no wrongful honor if you submitted a Pay Request for an Exception Check or you selected the pay default option and did not issue a timely Pay/Return Request;
- b. Where a wrongful honor occurs, Bank will be liable to you only for the lesser of the amount of the wrongfully paid check, or your actual damages resulting from Bank's payment of the check;
- c. You will be deemed to have no damages where honoring a check discharge for value of your indebtedness;
- d. You will be deemed to have no damages where the honoring of a check was in compliance with applicable laws or Bank otherwise has a legal defense;
- e. Bank may assert your failure to exercise reasonable care under the UCC.

### Wrongful Dishonor

If Bank dishonors a properly payable check, the following shall apply:

- a. A wrongful dishonor shall only apply if Bank refuses to pay a Presented Check contrary to a Pay Request in compliance with this Check Positive Pay Product Schedule;
- b. There shall be no wrongful dishonor if Bank acted on a Return Request issued by you or you selected the return default option and did not issue timely Pay/Return Request;
- c. There shall be no wrongful dishonor if Bank reasonably believed the Presented Check was not properly payable under UCC Section 4-401;
- d. There shall be no wrongful dishonor if the Check Issue Report was not timely transmitted or does not contain information sufficient to determine a match to a Presented Check;
- e. There shall be no wrongful dishonor if there are insufficient available funds on deposit in the Authorized Account;
- f. Where a wrongful dishonor occurs, Bank's liability for wrongful dishonor shall be limited to the types of damages contemplated and shall not exceed the amount of damages recoverable under Article 3 and 4 of the UCC;
- g. Bank shall in no event be liable for consequential or punitive damages; or
- h. Bank shall have no liability to you for wrongful dishonor where Bank, acting in good faith, returns an Exception Check that is reasonably believed to not be properly payable; or if there are insufficient available funds on deposit in the Authorized Account, or if required to do so by the service of legal process or instructions of regulatory or governmental authorities or courts.

### Rightful Payment and Dishonor

Except as provided in Section Faulty Information below:

- a. If Bank honors an Exception Check in accordance with section titled Payment and Dishonor of Exception Checks, such honor shall be rightful, and the Customer waives any right it may have to assert that the Exception Check was not properly payable under U.C.C. section 4-401.
- b. If Bank dishonors an Exception Check in accordance with section titled Payment and Dishonor of Exception Checks, the dishonor shall be rightful, and the Customer waives any right it may have to assert that the dishonor was wrongful under U.C.C. section 4-402.
- c. The Customer agrees that Bank exercises ordinary care whenever it rightfully pays or returns an Exception Check consistent with the provisions of this Agreement.
- d. Each Matching Check or other check Customer authorized Bank to pay in accordance with this Service will be paid without Bank performing its customary (or any other) check verification procedures, and Bank will have no liability whatsoever for paying the check if its serial number or amount is altered, or if it is counterfeit, bears a forged or unauthorized signature or was otherwise not validly issued.

### Indemnification

Customer:

- a. Agrees to indemnify and hold Bank harmless from any losses or liabilities it may suffer or incur as a result of its payment of a Matching Check or other check at Customer's instruction; and
- b. Releases and forever discharges Bank, and its parent, subsidiaries, affiliates, successors, officers, directors, employees and agents, from any and all manner of action or actions, suits, claims, damages, judgments, levies, executions, expenses, costs, interest, attorneys' fees and legal expenses, whether known or unknown, liquidated or not liquidated, fixed, contingent, direct or indirect, which Customer has, or ever can, may or shall have or claim to have against Bank regarding or relating to the return or payment of any check pursuant to provisions of this Agreement.

### Faulty Information

Bank shall be liable for any losses, other than consequential damages, proximately caused by its honor of a check that was not properly payable, or its dishonor of a check that was properly payable, if the honor or dishonor occurred because Bank, in accordance with the provisions of section titled Check Positive Pay Product Schedule of this Agreement:

- a. Should have shown the check on a Suspect Report but failed to do so; or
- b. Showed the check on a Suspect Report but referenced the wrong check number, unless Bank provided the Customer with timely information that disclosed the error.



## Notices

You agree to notify Bank if you discover: (i) any error or discrepancy between your records and the information Bank provides to you about Authorized Account(s) or transactions (e.g., in a statement, confirmation, or electronic report); (ii) unauthorized transactions involving your Account; (iii) a breach in the confidentiality of the password or other Security Procedures used to provide instructions pursuant to this Product Schedule; or (iv) other problems related to the Services. Nothing herein discharges or modifies your obligations under Other Agreements with Bank to timely review and report any errors in your Authorized Account statements.

You agree that you will receive any notices from Bank relating to the Services through Digital Banking by text message, email or a secure inbox. Any such notice transmitted shall be treated as received twenty-four (24) hours after transmission.

Unless otherwise agreed, notices required by this Product Schedule must be made in accordance with the Other Agreements. Bank will provide notices to you as set forth in the Other Agreements.

## Assignment

To the extent that the Customer suffers a loss under this Agreement, Bank assigns to the Customer any claim that Bank would have against a depository or collecting bank to recover the loss, including any claim of breach of warranty under U.C.C. sections 4-207, 4-208, and 4-209.

## Check Positive Pay Best Practices

Bank recommends that the following guidelines be followed in order to obtain the highest level of performance from our Check Positive Pay and Payee Check Positive Pay solution.

- a. Check Stock - Follow ANSI standards for business checks with 24lb MICR bond. Any artwork, logo or design on the check that could hinder capturing a high-quality image, should not be utilized, particularly if the design may interfere with a successful reading of the payee name information on the image. If art work is translucent or opaque and does not hinder capturing a high quality image, it should be acceptable for payee name processing.
- b. Image Quality - Maintain image quality standards. Skew, noise and other defects reduce payee name verification accuracy.
- c. Ink - Use only black ink.
- d. Printers - Avoid using dot matrix printers.
- e. Font - Experience has proven that Arial has high read rates and is preferred for Payee Check Positive Pay. Other acceptable fonts include: Times New Roman, Courier, Verdana, Univers, Tahoma, Albertus, Batang, Bookman, and Zurich.
- f. Handwritten Items - Handwriting should be avoided but if cannot, it should be written legibly in block letters of approximately the same size as the above referenced typed fonts. If handwriting is not extremely legible, these items can experience a higher exception rate. Items written in cursive will be mismatched and presented to the client as an exception.
- g. Formatting - Avoid extra spaces, underlining, italicizing or bolding. Use of punctuation should be limited. Payee data should be displayed in a clear area, free of and not touching other text, lines or stamp marks. The use of all upper-case is recommended. Provide sufficient spacing between individual letters within the name so that each letter of the name can be clearly read. It is recommended that most printers use pitch proportionate to the font, however, in situations in which pitch is fixed, we suggest a pitch of 10 pt. After printing, there should be about 10 characters per inch.
- h. Placement - The payee name should be listed in close proximity (to the right or just below) "Pay to the Order Of". Horizontally, the payee should not extend past the middle of the check. Vertically, the payee name should be located just below the vertical midpoint of the check but should not extend to the bottom of check or interfere in any way with the MICR line information contained at the bottom of the check. The payee data should be displayed in a clear area, free of and not touching other text, lines.
- i. Special Characters - Do not use special characters, such as an asterisk (\*) on your issue file. Special characters are not typically contained in legitimate payees and can result in higher exception rates.

## DISCLAIMER OF WARRANTY OF LIMITATION OF LIABILITY

BANK MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH CHECK POSITIVE PAY SERVICE PROVIDED TO YOU UNDER THIS PRODUCT SCHEDULE. BANK DOES NOT AND CANNOT WARRANT THAT THE SERVICES WILL OPERATE WITHOUT ANY ERRORS, OR THAT ALL SERVICES WILL BE AVAILABLE AND OPERATIONAL AT ALL TIMES. EXCEPT AS SPECIFICALLY PROVIDED TO YOU IN THIS PRODUCT SCHEDULE, OR OTHERWISE REQUIRED BY LAW, YOU AGREE THAT BANK'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES UNDER OR BY REASON OF ANY SERVICES PROVIDED UNDER THIS PRODUCT SCHEDULE INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR IN TORT OR BASED ON A WARRANTY. FURTHER, IN NO EVENT SHALL THE LIABILITY OF BANK AND ITS AFFILIATES EXCEED THE AMOUNTS PAID BY YOU FOR THE SERVICES PROVIDED TO YOU THROUGH DIGITAL BANKING. THE PARTIES INTEND THAT AN ISSUED CHECK FILE, WHEN PROVIDED TO BANK, SHALL CONSTITUTE YOUR SIGNATURE FOR PURPOSES OF DETERMINING WHETHER A PRESENTED CHECK IS PROPERLY PAYABLE. BY PROVIDING THE ISSUED CHECK FILE TO BANK, YOU WARRANT THAT ALL CHECKS THAT MATCH THE INFORMATION IN THE ISSUED CHECK FILE ARE PROPERLY PAYABLE.

## Inability to Detect Certain Errors

Bank is not responsible for detecting any error contained in any Check Issue Report or Pay/ Return Request sent by you to Bank.

## Accurate Electronic Communications

You are responsible for providing accurate electronic addresses for communication in connection with transactions contemplated in this Product Schedule. If such electronic address changes, you are responsible for notifying Bank at least five (5) Business Days before such change is requested.

## Security Procedures

You will provide all instructions in accordance with the Security Procedures set forth in the Master Agreement and the Security and Authentication Schedule. Compliance with those Security Procedures will cause any instructions so issued to be conclusively determined as your instructions. If you are forced to communicate with Bank by email, such as in an emergency, the email must be sent by an authorized signer on the Authorized Account. Bank may elect to accept instructions received by email, but Bank may, in its sole discretion, choose not to act on such instructions until Bank is able to call back and confirm the instructions with an authorized signer, who may have to provide additional identification information.

## Indemnification

Without limiting the generality of the indemnification provisions in the General Provisions of the Master Agreement, you will indemnify, defend, and hold Bank harmless against any and all actions, proceedings, liabilities, losses, investigative costs, costs (including attorneys' fees), and claims, including without limitation, warranty or statutory claims, that result or arising in connection with: (a) Bank's processing of checks in accordance with this Product Schedule or Bank's compliance with your instructions; (b) your actions or omissions, including your negligence, willful misconduct, or breach of any warranty or failure to comply with this Product Schedule; (c) any misuse of the Services by you or your employees or actions; (d) your failure to comply with applicable state and federal laws and regulations; and (e) actions by third parties, such as an introduction of a virus, that delay, alter, or corrupt the transmission of information to Bank.

## Notices

- a. You agree to notify Bank if you discover: (i) any error or discrepancy between your records and the information Bank provides to you about your Account(s) or transactions (e.g., in a statement, confirmation, or electronic report); (ii) unauthorized transactions involving your Account; (iii) a breach in the confidentiality of the password or other Security Procedures used to provide instructions pursuant to this Product Schedule; or (iv) other problems related to the Services. Nothing herein discharges or modifies your obligations under Other Agreements with Bank to timely review and report any errors in your Account statements.
- b. You agree that you will receive any notices from Bank relating to the Services through Digital Banking by text message, email or a secure inbox. Any such notice transmitted shall be treated as received twenty-four (24) hours after transmission.
- c. Unless otherwise agreed, notices required by this Product Schedule must be made in accordance with the Other Agreements. Bank will provide notices to you as set forth in the Other Agreements.

## REVERSE CHECK POSITIVE PAY PRODUCT SCHEDULE

### Reverse Check Positive Pay (the "RPP" Service)

You have the option of enrolling one or more of your Accounts in the RPP Service. With the RPP service, we will provide you with information on all checks (i) that have been presented to us through normal check clearing channels for payment against the relevant Authorized Account, (ii) that we have posted to the relevant Authorized Account, and (iii) for which we have provisionally settled. You must compare that information with your own information on checks that you have issued from the relevant Authorized Account. If you determine that a check included in the information we provide should be returned, you must notify us by 2 PM ET the same Bank Business Day (as may be revised from time to time) (the "Payment Decision Deadline"). If we do not receive a notice from you to return a check by the Payment Decision Deadline, you authorize us to finally pay and charge that check against the relevant Authorized Account. If you select the RPP Service option for an Account, then teller access is not available. As a result, you agree that if you select the RPP Service for an Account we will not have any liability for paying or returning any check that is presented over the counter in one of our branches, whether or not such check bears a forged or unauthorized signature or is counterfeit, altered or otherwise fraudulent or not validly issued, so long as we otherwise process that check in accordance with our standard check cashing procedures. Similarly, if you select the RPP Service, we may not provide you information for all check attributes (such as the payee name) that the normal the Payee Check Positive Pay Service is capable of matching. Of course, not matching all available check attributes increases the risk that a fraudulent check will not be detected as a mismatched check. As a result, you agree that, in addition to the other limits on our liability provided in this Master Agreement or these RPP Service terms and conditions, if you select the RPP Service for an Account, then we will not be liable for paying any check that is fraudulent with respect to the attributes for which we do not provide you information, so long as we otherwise satisfied our duty of care with respect to the other aspects of the RPP Service in processing that check.

We will transmit information regarding checks that have posted to your Account (for the RPP Service) to you by using Digital Banking, which must be pre-approved by the Bank. You must transmit your pay or return decisions to us by using Digital Banking. Your pay or return decisions must be in a format we have approved. There may be unique situations where the relevant online service is not available. If that occurs, then a mutually agreed-upon alternative delivery method and process will be used to provide the relevant information to you and for you to provide your pay or return decisions to us.

## WIRE TRANSFER PRODUCT SCHEDULE

### Authorization

For the purpose of enabling you to transfer available funds from your account as stated herein, you enter into this Agreement with us by establishing a procedure for wire transfers.

### Special Terms and Conditions for Online Initiated Wires

Online initiated wires are available through Digital Banking. Digital Banking has certain Security Procedures available to Customer to prevent unauthorized transactions as more fully outlined within the Master Agreement, to which this is a Product Schedule, the Onboarding Form and the Business Digital Banking Product Schedule. Transmission to Bank of wire requests requires the use of Security Device authentication. Bank may provide Security Devices to Authorized Users or Authorized Representatives denoted as Approvers listed. We recommend the use of multi-user security (i.e., dual control) such that separate users enter wires and transmit wires to Bank. As provided in the Onboarding Form, in the event that Customer fails to implement said multi-user security Bank will be relieved of any liability for Customer's failure to follow said Security Procedure.

### Authorization to Accept Payment Orders

Bank is authorized to accept and/or execute "Payment Orders," as that term is defined in Article 4A of the Uniform Commercial Code issued by Customer. Transfers processed through the Automated Clearing House (ACH) are covered by a separate Product Schedule.

### Disclaimer of Warranty and Limitation of Liability

It will be your sole responsibility to enter and verify the accuracy and completeness of the wire transfer information prior to submitting the Payment Order to us. You understand and agree that we will have no duty to monitor any Payment Order request, or the information contained therein to determine that the wire transfer is authorized by you or that the information is correct. You agree that we are authorized to act upon that request without verifying the accuracy of the amount of the request, the identity of the recipient of the transfer, or your authorization for the request. Customer agrees that Bank shall have no obligation to discover errors in Payment Orders and shall not be liable to Customer for errors made by Customer, including but not limited to errors made in identifying the beneficiary, or an intermediary or beneficiary's financial institution, or for errors in the amount of the Payment Order. Bank shall likewise have no duty to discover and shall not be liable for duplicate Payment Orders issued by Customer. In the event that Customer makes an error or issues a duplicate Payment Orders, Customer shall indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, incurred by Bank as the result of completion of the funds transfer. You agree to accept and bear any and all liability for any Payment Order issued in accordance with the Security Procedures. You agree to release and hold harmless us, our officers, directors, employees, agents, affiliates, and assigns, from any and all liability in the execution of any Payment Order received through the system. It shall be your sole responsibility to establish and maintain appropriate access controls to the Security Procedures.

By accessing the system, you request payment to be made to the beneficiary or account number listed in the Payment Order. To the extent allowed by law, you agree that the Payment Order is irrevocable.

We will NOT be liable:

- If you or anyone you authorize to access the system, commits fraud or violates any law or regulation;
- If any telecommunication device, electronic terminal, or any part of the funds transfer system is not working properly; or
- If you have not furnished complete and accurate wire transfer instructions and/or information.

#### **Unauthorized Transactions and Other Errors**

The Customer shall notify the Bank of any discrepancy between the Payment Order and the related funds transfer, or of any unauthorized transaction or other error on the next Business Day following receipt of any advice or within 45 calendar days of the delivery or mailing by Bank (whichever occurs first) of any statement of account relating to the Authorized Account, whichever is earlier, which time limits Customer agrees are reasonable. If notification of an unauthorized transaction or other error is communicated orally, it shall be confirmed promptly in writing. The Customer will be deemed to have received any advices and statements of account that are mailed by Bank five Business Days after such mailing. Bank shall have no liability to the Customer for any loss or damage sustained by the Customer arising out of any Payment Order referenced in a statement of account for the Authorized Account or in an individual advice, and no legal proceeding or action shall be brought by Customer against Bank to recover such loss or damage, unless (a) Customer shall have given the written notice as provided for herein, and (b) such legal proceeding or action shall be commenced within the period established by UCC 4A. Customer waives any right to seek or enforce payment of attorneys' fees related thereto.

#### **Return of Bank's Payment Order Request**

If Bank receives notice that a Payment Order transmitted by Bank has been rejected or returned by another party, Bank will notify Customer of such rejection or return including the reason given for rejection by telephone, electronic message, or U.S. mail. Bank will have no further obligation to transmit the rejected or returned transfer if Bank complied with this Schedule with respect to the original Payment Order. If the Payment Order is returned to Bank for any reason, including, as a result of Customer requesting cancellation of the Payment Order or a correspondent or other third party rejecting or returning the Payment Order. If the Payment Order amount has not been paid to the recipient and Bank has received, in full, the Payment Order amount, then Bank will refund to Customer the face amount of the Payment Order less Bank's fees and expenses as well as any fees, expenses and taxes of Bank's correspondent or other third party and any US or foreign government agencies, as the case may be. In no event shall Bank be under any obligation to make any refund to Customer on account of a Payment Order when the funds have not been returned in full to Bank.

#### **Errors in Payment Orders**

Customer agrees that Bank shall have no obligation to discover errors in Payment Orders and shall not be liable to Customer for errors made by Customer, including but not limited to errors made in identifying the beneficiary, or an intermediary or beneficiary's Bank, or for errors in the amount of the Payment Order. Bank shall likewise have no duty to discover and shall not be liable for duplicate Payment Orders issued by Customer. In the event that Customer makes an error or issues a duplicate Payment Order, Customer shall indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, incurred by Bank as the result of completion of the funds transfer.

#### **Initiating Payment Orders**

Your Authorized User or Authorized Representative may direct us to transfer funds from any of your Designated Accounts listed on the Master Agreement or implementation document to any beneficiary or other account at another bank. These requests must be made via Digital Banking. In order for us to affect a Payment Order on a particular Bank Business Day, we must receive such request before the Cut-Off Time established for that day. We will from time to time establish Cut-Off Times. Cut-Off Times for Payment Orders are 5:00 PM ET. If wire request is received after the Cut-Off Time Bank may phone customer and request order to be submitted the next Bank Business Day or may hold the transaction and process the next Bank Business Day.

#### **Honoring Payment Order Requests**

Customer agrees that Bank has no obligation to accept a Payment Order and therefore may reject any Payment Order issued by Customer. Bank has no obligation to notify Customer of the rejection of the Payment Order issued by Customer but Bank may so notify at its option. Bank shall have no liability to Customer for rejection of a Payment Order and shall not be liable to pay interest to Customer even if the amount of Customer's Payment Order is fully covered by a withdrawable credit balance in an Authorized Account of Customer or Bank has otherwise received full payment from Customer. Specifically, we will be under no obligation to honor, either in whole or in part, any transfer request (a) which exceeds your available funds on Account with Bank; (b) for which Bank was not able to obtain an authentication, as stated herein; (c) which is not in accordance with any condition indicated by you and agreed to by Bank; (d) is not in accordance with rules, laws and regulations governing wire transfers; (e) which is not in accordance with the security requirements; or (f) in Bank's sole discretion we may accept or reject any transfer request or any other requirements as stated herein. Bank may either before or after processing a wire transfer, debit the amount (plus the fee) of such a transfer from the Customer Account(s) at Bank which is (are) designated for that purpose; if there is no such Account designated, Bank may charge any Account of the Customer at Bank in the amount of the wire transfer which the Customer has ordered; if the Customer's available funds at the time of a wire transfer is less than the amount to be wired, Bank will notify the Customer that the wire will be canceled. If Bank creates an overdraft or draws upon uncollected funds to complete a wire transfer, you agree to repay Bank upon demand. However, Bank is under no obligation to create an overdraft or draw upon uncollected funds for that purpose.

To initiate a transfer request, your authorized representative must provide Bank with the following information in accordance with Bank Secrecy Act and any other federal or state laws or regulations including:

- Your Account number from which funds are to be withdrawn;
- The amount to be transferred;
- Bank to which funds are to be transferred, bank identification number (R/T #), bank name and address; and
- The name and physical address of the receiving party and the account number to which funds are to be transferred.

If you fail to provide Bank with all information required by law regarding any Payment Order, you agree that Bank shall not be liable for any losses or damages resulting from Bank's failure to execute such wire transfer. Bank reserves the right to call back one of your Authorized Representatives (including a representative other than the Authorized User or Authorized Representative who made the request) to authenticate a transfer. If Bank is unable to secure an authentication, Bank need not execute the transfer request or may delay making the requested transfer pending authentication.

**Provisional Payment; Delayed Availability of Funds; Settlement**

Any credit Bank gives for a wire transfer is provisional until Bank receives final payment for the amount of the wire transfer. If Bank does not receive final payment for the wire transfer, Customer is obligated to pay Bank for the amount of the transfer. Bank reserves the right to delay the availability of funds for deposit without prior notice if, in its sole discretion, Bank deems itself to be at financial or legal risk for any or all Services performed under this Product Schedule or otherwise. Bank is not obligated by this Product Schedule to honor, execute, or accept any Payment Order. If Bank elects to accept Payment Orders issued by Customer, Customer agrees to settle for all Payment Orders issued by Customer or Payment Orders otherwise made effective against Customer. Settlement shall be made by Customer to Bank in any manner specified by the Bank. Notwithstanding the foregoing, Bank is hereby authorized to charge the Account designated by Customer as settlement for Payment Orders issued by Customer. Customer shall maintain sufficient collected funds in the applicable Account to settle for the Payment Order at the time that the Payment Order is issued. Bank may, in its sole discretion, transfer funds from the Account in excess of the collected balance and thereby create an overdraft. In this event, Customer shall promptly reimburse Bank upon demand in the amount of the overdraft together with any interest fees or charges which would otherwise be charged to Customer as a result of an overdrawn account based upon Bank's account rules and pricing schedules. If Bank elects to pay Customer's account in the overdraft on any one or more occasions, it shall not be considered a waiver of Bank's rights to refuse to do so at any other time nor shall it be an agreement by Bank to pay checks or other items in the overdraft. Bank shall have the right to charge other accounts maintained by Customer with the Bank that are not designated as an Authorized Account if Bank accepts the Payment Order and the Designated Account does not have sufficient balances to settle for the Payment Order. Bank may process Payment Orders in any order convenient to Bank and Bank may charge items, including settlement for Payment Orders, in any order or sequence selected by Bank.

**Cancellation or Amendment of Payment Orders**

Bank shall have no obligation or duty to cancel or amend a Payment Order unless Bank receives notice from you to cancel or amend a Payment Order within a reasonable time prior to Bank executing the instruction. In the event Bank attempts to cancel or amend a Payment Order instruction after Bank has executed it, Bank will not be obligated to refund any monies to you until Bank receives acceptable evidence that the transaction has been satisfactorily canceled or amended as to all parties, including the replacement of all funds which were transferable by Bank to effect the transfer request. You understand that a receiving bank is under no obligation to cancel or amend the wire transfer instruction. The amount of any refund will be reduced by all charges and expenses incurred in connection with the cancellation or amendment request, whether or not successful.

Bank may reasonably rely on an oral cancellation or amendment request if Bank believes same is being given by an Authorized Representative. However, Bank reserves the right to require that such request be authenticated pursuant to Bank's Security Procedures. You agree to indemnify and hold Bank harmless from all claims, losses, damages, liabilities and expenses, including reasonable attorneys' fees incurred in connection with any cancellation or amendment request.

**Rejection of Payment Orders**

If Bank does not accept a Payment Order request for any reason or if a Payment Order is returned by another bank, Bank may attempt to notify you by telephone that the Payment Order cannot be completed. If Bank does not reach you by telephone or cannot resend the wire, Bank will telephone Customer no later than Bank Business Day after the date Bank learns that the Payment Order cannot be completed. If the wire is returned by a receiving bank, you may receive a notice from Bank that the wire was rejected even after you receive a confirmation from Bank that the wire was sent.

**Reliance, Authorization and Confirmation**

You understand and agree that Payment Orders may be processed on the basis of a bank account number or bank identification number, even if the number refers to a different beneficiary or bank than the one identified in the request. If you do not provide bank identification number known as a Routing and Transit number (R/T #), bank name, city and state for the receiving bank, Bank will use reasonable efforts to locate the correct number on your behalf; however, Bank will not be responsible for errors in any identification number which you fail to provide. Customer is liable for and must settle with Bank for any funds transfer initiated by Customer that identifies the beneficiary by account or identifying number or by name and account or identifying number. Bank shall have no duty to detect any inconsistency between the name and number contained in a Payment Order and the Customer shall be responsible for any inconsistencies. The Customer shall indemnify and hold Bank harmless from and against any loss, liability, expense or damage that Bank may incur as a result of such inconsistency, including, without limitation, attorneys' fees and expenses of litigation.

The Wire Transfer Department will assign a transfer number to each completed Payment Order. This reference number will appear on the confirmation notice.

Completed Payment Orders will be reflected on your periodic Account statement. You agree to notify Bank as soon as possible of any discrepancy, but in any event within thirty (30) calendar days following receipt of the confirmation notice or Account statement, whichever is sooner. You agree that you will be liable for any losses resulting from your failure to give Bank such notice.

**International Payment Orders**

Fund transfers to beneficiaries outside of the United States may be paid to the beneficiary in the foreign currency of the country to which the funds are transferred. It is the responsibility of Customer to notify the beneficiary that the funds originated in U.S. dollars may be paid to the beneficiary in the currency of the country to which the funds are transferred at the financial institution's buying rate of exchange for funds transfers.

**Compensation**

If you suffer any loss of interest resulting from Bank's error in executing a Payment Order, or from Bank's failure to execute a Payment Order in accordance with the terms and conditions herein, Bank will reimburse you for such loss as stated herein, provided you have complied with these terms and conditions, and provided further that such error or failure was within Bank's reasonable control. Such compensation shall be limited to the amount of interest the funds to be transferred (less required reserves) would have earned at the average Federal Fund Rate in effect for the period involved; provided, however, if you fail to notify Bank of the error within thirty (30) calendar days after you receive the confirmation notice or the periodic Account statement, whichever occurs first, Bank will not be responsible to pay compensation on any amount refundable to you for the period before Bank learns of the error.

**Changes**

From time to time, you may change (a) Accounts from which transfers may be made; (b) Authorized Users or Authorized Representatives. However, you agree that Bank may rely on the information previously supplied by you until Bank receives written notice of any change on forms prescribed by Bank, and signed by your duly Authorized Account signers. In emergency situations, deletion of Authorized Users and Authorized Representatives may, in Bank's discretion, be accepted by telephone, fax, and confirmed in writing by your duly Authorized Account signers. Any notice of change with regard to such matters will not be in effect until: (i) expressly accepted by Bank in writing, and (ii) then, only after Bank has a reasonable time to put such change(s) into effect.

### **Incoming Transfers**

Incoming wire transfers will be credited to the Account name and number as stipulated in the wire instructions. If there is a discrepancy in the name and Account number, the Wire Transfer Department may return the funds to the originating bank for clarification. If the Wire Transfer Department does not realize that the name and the Account number identity are different parties, the Wire Transfer Department may credit the funds to the Account number identified. The Wire Transfer Department reserves the right at any time to process incoming wires on the basis of Account number alone.

### **Use of Correspondents, Agents, and Systems.**

The Customer agrees that in executing any Payment Order, Bank may make use of such correspondents, agents and payment order and communication systems as it deems necessary or desirable to execute such Payment Order. To the fullest extent permitted by law (a) such correspondents, agents and systems shall be deemed to be agents of the Customer and Bank shall not be liable for any errors, negligence, suspension, or default of any of them or for any failure to identify the beneficiary or any mistake in payment by any of them, and (b) Bank shall not be liable for any errors, mutilations, mis-delivery, or failure of delivery in the transmission of any Payment Order such correspondents, agents and payment order and communication systems or for any suspension of any means of communication or for any imposition of a censorship, exchange control or other restriction by such correspondents, agents and payment order and communication systems, all such risk being borne by the Customer.

Each Payment Order, amendment or cancellation thereof, carried out through a funds transfer system will be governed by all applicable funds transfer system rules, whether or not Bank is a member of the system. Any Payment Order or cancellation thereof may be transmitted by any financial institution by use of the funds transfer system of the Federal Reserve Financial Institution ("Fedwire"). The rights and obligations Bank and the Customer with respect to any Payment Order, any part of which is carried out through the use of the Fedwire, will be governed by any applicable laws, the regulations of the Board of Governors of the Federal Reserve System, and the operating circulars of the Federal Reserve Financial Institution. The Customer acknowledges Bank's right to reserve, adjust, stop payment, or delay posting of an executed Payment Order or payment order is subject to the laws, regulations, circulars, and rules described herein.

### **ACH ORIGATION PRODUCT SCHEDULE**

Customer wishes to utilize ACH Origination ("ACH Service") to initiate credit and/or debit Entries through Bank to Accounts maintained at Bank and in other depository financial institutions by means of the Automated Clearing House Network ("ACH") pursuant to the terms of this Master Agreement and the rules of the National Automated Clearing House Association ("Nacha") and Bank's operating rules and procedures for electronic Entries, including any exhibits or appendices thereto now in effect, or as may be amended from time to time, (the "Rules"), and Bank is willing to act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries. In the event of inconsistency between a provision of this ACH Origination Product Schedule, the Uniform Commercial Code ("UCC"), the Master Agreement, and/or the Deposit Agreement, the provisions of this ACH Origination Product Schedule shall prevail. Terms not otherwise defined in this Agreement shall have the meaning ascribed to those terms in the Rules. The term "Entry" or "Entries" shall have the meaning provided in the Rules and shall also mean the data received from Customer hereunder from which Bank initiates each Entry.

### **Compliance with Rules and Laws**

Customer acknowledges it has a copy or has access to a copy of the Rules. The Rules may also be purchased online at [www.nacha.org](http://www.nacha.org) under the publications tab. Customer agrees to comply with and be subject to the Rules of Nacha in existence at the date of this Agreement, and any amendments to these Rules made from time to time. It shall be the responsibility of the Customer that the origination of ACH Transactions complies with U.S. law, including but is not limited to sanctions enforced by the Office of Foreign Assets Control ("OFAC"). It shall further be the responsibility of the Customer to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at 800-540-OFAC or from the OFAC's home page site at [www.ustreas.gov/ofac](http://www.ustreas.gov/ofac).) Customer agrees that the performance of any action by Bank to debit or credit an Account or transfer funds otherwise required by the Rules is excused from the performance of such action to the extent that the action is inconsistent with United States law, including the obligations of Bank under OFAC or any program administered by the United States Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN"). Customer agrees generally and warrants to Bank that all actions by Customer contemplated by this Agreement, including the preparation, transmittal, and settlement of Entries and payment orders, shall comply in all material respects with United States laws, regulations, regulatory guidelines and guidance, and official commentaries, including without limitation all such regulations, guidelines, and commentaries issued by the Board of Governors of the Federal Reserve and the Federal Financial Institutions Examination Council ("FFIEC"). Bank will charge the Customer with any fines or penalties imposed by OFAC, Nacha or any organization which are incurred as a result of non-compliance by the Customer and the Customer agrees to fully reimburse and/or indemnify Bank for such charges or fines. The specific duties of the Customer provided in the following paragraphs of this Agreement in no way limit the foregoing undertaking. The duties of the Customer set forth in the following paragraphs of this Agreement in no way limit the requirement of complying with the Rules.

### **Special Terms and Conditions for Online Initiated Wires**

The ACH Service is available through Digital Banking. Digital Banking has certain Security Procedures available to Customer to prevent unauthorized transactions as more fully outlined within the Master Agreement, to which this is a Product Schedule, the Onboarding Form and the Business Digital Banking Product Schedule. Transmission to Bank of ACH Transactions requires the use of Security Device authentication. Bank may provide Security Devices to Authorized Users or Authorized Representatives denoted as Approvers listed. We recommend the use of multi-user security (i.e., dual control) such that separate Authorized Users enter ACH Transactions and transmit ACH Transactions to Bank. As provided in the Onboarding Form, in the event that Customer fails to implement said multi-user security Bank will be relieved of any liability for Customer's failure to follow said Security Procedure.

### **Additional Security Procedures ACH Processing**

- Acceptance/Rejection of Entries. Bank will accept as authentic an input file which passes the Digital Banking Platform's edit and will reject a file which does not pass Digital Banking Platform's edit. Customer agrees that a file which passes the Digital Banking Platform's edit and all Entries thereon shall conclusively be deemed to be authorized by Customer.
- Rejection of File. When a file has been rejected for any reason, a call will be made to the Authorized Representatives listed on the Master Agreement or Additional Documents. If an Authorized Representative is not available, the file will not be processed. Customer will not submit files or anticipate settlement of Entries on non-Bank Business Days.



### Credit Approval

In utilizing the ACH Network in performance of this Master Agreement, Bank must make certain warranties on behalf of Customer. Specifically, Bank is charged with assuring the financial soundness of Customer to make the intended Entries. Bank must approve Customer for the ACH Services and may request financial information from Customer and/or a separate credit agreement. Bank shall also be authorized to obtain a credit report(s) on Customer as may be necessary from time to time. Requests not honored would be communicated to the Customer or the Customer's designated representative. Bank may require one or more personal guarantee(s) of a principal, owner, member, partner, manager, director, or officer of Customer or other affiliated third party in Bank's sole discretion.

### Underwriting

Customer approval for use of this ACH Service may be subject to underwriting criteria established by Bank from time to time. If Bank requires application of underwriting criteria to Customer approval for use of this ACH Service, Bank will communicate to Customer the nature and content of that criteria and the information Customer will be required to provide to Bank. Customer agrees to provide Bank such financial, business and operating information as Bank may reasonably request in connection with Bank's underwriting and approval process. Bank may require the personal guarantee of a principal(s) or an owner(s) of Customer.

### Security Interest

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: (a) all 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; (b) 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 (c) all proceeds and products of the property as well as any replacements, accessions, substitutions, and additions to any of the above.

### Reserves

Bank reserves the right to require Customer to maintain minimum reserves in Accounts. Reserve requirements may be based on various factors, including, without limitation, Customer's transaction activity and risk profile. If Bank requires Customer to maintain reserves, such requirement will be effective within five (5) Business Days.

### Transmission of Entries by Customer

Authorized User(s) shall initiate the debit or credit Entries outlined in the Onboarding Form or other implementation document on behalf of and selected by Customer. Bank shall be entitled to deem any person having knowledge of any Security Procedure and authorized to initiate Entries under this Agreement, to be an Authorized User. Authorized User(s) shall transmit Entries to Bank in computer readable form in compliance with the formatting and other requirements set forth in the Nacha file specifications or as otherwise specified by Bank. Entries shall be transmitted to Bank no later than the time and number of days prior to the Effective Entry Date specified in the processing schedule below.

### Delivery of ACH Transmissions

For the purposes of this ACH Product Schedule, "Bank Business Day" means Monday through Friday, excluding federal holidays and the "Settlement Date" with respect to any Entry shall be Bank Business Day when such Entry is debited or credited in accordance with the Rules. Entries received after the Cut-Off Time shall be deemed to have been received on the next Bank Business Day when such Entry is debited or credited.

### Timing of Delivery

Processing Deadline for:

- a. Credit Entries - until 6:00 PM ET, two (2) Bank Business Days prior to the Effective Date
- b. Debit Entries - until 6:00 PM ET, two (2) Bank Business Days prior to the Effective Date
- c. Same Day ACH debits and credits (per-transaction limit may not exceed \$1 million):
  - i. Until 10:30 AM ET, for settlement occurring at 1:00 PM
  - ii. Until 1:55 PM ET, for settlement occurring at 5:00 PM
  - iii. Until 4:45 PM ET, for settlement occurring no later than the end of the RDFI's processing day

The total dollar amount of Entries transmitted by Customer to Bank on any one Bank Business Day shall not exceed the lesser of the amount of available funds in Customer's Account or the Maximum Daily Submission Limit set forth on the implementation document.

"Entry Settlement Limit" means the maximum aggregate amount of In-Process Entries permitted to be outstanding at any time, which amount shall be separately communicated to Customer by Bank in writing from time to time. Bank reserves the right to increase or decrease the Entry Settlement Limit without prior notice to Customer.

"In-Process Entries" means the aggregate dollar amount of all credit or debit Entries initiated by Customer and in process on any date for which settlement has not occurred with respect to credit Entries, or the applicable period for the return of items has not expired with respect to debit Entries.

"Overlimit Entry" means an Entry the amount of which would cause the aggregate amount of In-Process Entries to exceed the Entry Settlement Limit.

Customer agrees that Bank may not process an Overlimit Entry. Bank will suspend any Overlimit Entry submitted by Customer and may, following its receipt of an Overlimit Entry; suspend all In-Process Entries. Customer acknowledges that any Overlimit Entry or other In-Process Entries suspended by Bank will not settle on their scheduled Settlement Date. If Customer wishes to initiate an Entry that would cause the amount of In-Process Entries to exceed the Entry Settlement Limit, Customer may submit to Bank its request to initiate an Entry that otherwise would be an Overlimit Entry. Customer must submit its request at least 2 Bank Business Days prior to the date on which Customer wishes to initiate the Entry that otherwise would be an Overlimit Entry. Bank may require from Customer financial or other information in connection with Bank's consideration of the request. Bank may grant or deny Customer's request at its sole discretion. Customer acknowledges that the limits are solely for the protection of Bank and its assets.

In addition to the foregoing, Bank generally reserves the right to limit the nature and amount of the preauthorized debit/credit Entries processed under this Agreement or to refuse to process any debit/credit Entries under this Agreement if, in Bank's sole judgment (i) there is reasonable cause to believe that any Entry will be returned or will not settle in the ordinary course of the transaction for any reason, (ii) to do otherwise would violate any limit set by the applicable clearing house association or any governmental authority or agency to control payment system risk, or (iii) a preauthorized credit Entry or the return of a preauthorized debit Entry would create an overdraft of Customer's Accounts. If any of the foregoing actions are taken by Bank with respect to a particular preauthorized debit/credit Entry, Bank will notify Customer as promptly as practicable, but in no event later than 2 Bank Business Days after its decision. Customer may not reinitiate entries except as prescribed by the Rules.

### **Third-Party Senders**

Bank prohibits originating relationships with Third-Party Senders. A Third-Party Sender acts as an intermediary in transmitting Entries between an Originator and an ODFI, including through Direct Access, and acts on behalf of an Originator or another Third-Party Sender.

### **Third-Party Service Providers**

Customer may be using special equipment, services or software provided by a third party to assist it in processing ACH files hereunder ("Service Provider"). Customer agrees not to use a Service Provider to transmit ACH files to Bank without first entering into a Third-Party Service Provider Agreement. If Customer uses a Service Provider to transmit ACH files to Bank and Customer and Service Provider have not entered into a Third-Party Service Provider Agreement, Customer (a) agrees that Service Provider is acting as Customer's agent in the delivery of ACH files to Bank, and (b) agrees to assume full responsibility and liability for any failure of Service Provider to comply with the laws of the United States, the Rules and this Agreement. Bank will not be liable for any losses or additional costs incurred by Customer as a result of any error by Service Provider or a malfunction of equipment provided by Service Provider. Customer is solely responsible for maintaining compliance with the requirements of Service Provider, including obtaining any software updates. Bank's sole responsibility shall be to transmit Bank approved transactions to the ACH Originator and Bank shall not have any responsibility for any ACH file handled by Service Provider until that point in time when Bank accepts and approves an ACH file from such Service Provider for processing. If Bank authorizes Customer to use a Service Provider, the terms and conditions governing the relationship between Customer and the Service Provider shall be governed by a separate agreement between Customer and Service Provider ("Service Provider Agreement"). All of Customer's obligations and responsibilities under this Agreement will apply to the Service Provider, and Customer's separate agreement with the Service Provider must so provide. At Bank's request, Customer will provide to Bank a true and exact copy of such agreement. Customer shall designate the Service Provider as a User and the Service Provider must also enter into a Service Provider Agreement before the Service Provider sends ACH files to Bank. Notwithstanding the foregoing, Customer hereby authorizes Bank to accept any ACH file submitted by the Service Provider even if the Service Provider has not been designated as a User or if the Third-Party Service Provider has not executed the Service Provider Agreement. Customer hereby indemnifies and holds Bank harmless for any losses, damages, fines, assessments, costs and expenses incurred or suffered by Bank or any other person as a result of or arising from Customer's use of Service Provider, including fines or assessments incurred under or pursuant to the Rules and attorneys' fees. Bank shall not be responsible for acts or omissions of any third party, including without limitations any Federal Reserve Bank, courier service, Payment Systems Network, Nacha, any transmission or communications facility, or any other party involved with processing of the Entry, any Receiver or RDFI (including without limitation the return of an Entry by such Receiver or RDFI), and no such third party shall be deemed Bank's agent.

### **Credit and Debit Entries; Records Retention**

Customer shall obtain an authorization ("Authorization Agreement") as required by the Rules from the person or entity whose account will be debited or credited as the result of a debit or credit Entry initiated by Customer and Customer shall retain the Authorization Agreement in original form while it is in effect and the original or a copy of each authorization for (a) the period specified by the Rules as amended from time to time, which presently is two (2) years after termination or revocation of such authorization, or (b) any period required by applicable law, whichever is longest. Upon request, Customer shall furnish the original or a copy of the authorization to any affected Participating Depository Financial institution, as defined in the Rules.

If the amount of a debit Entry to a Customer's Account varies in amount from the previous debit Entry relating to the same authorization or preauthorized amount, Customer shall, at least ten (10) calendar days before the Effective Entry Date of such debit Entry, send the Customer written notice of the amount of such debit Entry and its Effective Entry Date, unless Customer has previously been notified of Customer's right to receive such notice and Customer has elected to receive such notice only when the debit Entry does not fall within a specified range of amounts or varies from the most recent debit Entry by an agreed amount. If any change is made by Customer in the scheduled Effective Entry Date of one or more debit Entries, Customer shall, at least seven (7) calendar days before the Effective Entry Date of the first such debit Entry to be affected by such change, send the Customer a written notice of the new Effective Entry Date(s) of such Entry or Entries.

### **Processing, Transmittal, and Settlement by Bank**

Except as otherwise provided for in this Agreement and if Bank elects to accept Entries, Bank shall:

- a. Use commercially reasonable efforts to comply with the instructions of Customer;
- b. Process Entries received from Customer to conform with the ACH file specifications set forth in the Rules;
- c. Transmit such Entries as an ODFI to the ACH processor selected by Bank;
- d. Settle for such Entries as provided in the Rules;
- e. In the case of a credit Entry received for credit to an Account with Bank ("On-Us Entry"), Bank shall credit the Receiver's account in the amount of such credit Entry on the Effective Entry Date contained in such credit Entry provided such credit Entry is received by Bank at the time and in the form set forth in this Schedule; and
- f. Transmit such Entries to the ACH processor by the deposit deadline of the ACH processor, provided: (i) such Entries are completely received by Bank's cut-off time at the location specified by Bank to Customer from time to time; (ii) the Effective Entry Date satisfies the criteria provided by Bank to Customer; and (iii) the ACH processor is open for business on such Business Day. Customer agrees that the ACH processor selected by Bank shall be considered to have been selected by and designated by Customer.

The Customer will receive immediately available funds for any electronic debit Entry initiated by it on the Settlement Date applicable thereto.

### Settlement of Credit Entries and Returned Debit Entries

Customer agrees to settle for all credit Entries issued by Customer, Authorized User(s), or credit Entries otherwise made effective against Customer. Customer shall make settlement at such time on the date of transmittal by Bank of such credit Entries as Bank, in its discretion, may determine, and the amount of each On-Us Entry at such time on the Effective Date of such credit Entry as Bank, in its discretion, may determine. Customer shall settle with Bank for the amount of each debit Entry returned by a Receiving Depository Financial Institution ("RDFI") or debit Entry dishonored by Bank. Settlement shall be made by Customer to Bank in any manner specified by Bank. Notwithstanding the foregoing, Bank is hereby authorized to charge the Account(s) as settlement for credit Entries issued by Customer or returned or dishonored debit Entries. If Bank requires pre-funding, Customer shall maintain sufficient available funds in the Authorized Account(s) to settle for the credit Entries at the time the credit Entries are issued by Customer. In the event the Authorized Account or any other Customer bank Account does not have collected funds sufficient on the Settlement Date to cover the total amount of all Entries to be paid on such Settlement Date, Bank may take any of the following actions:

- a. Refuse to process all Entries, in which event Bank shall return the data relating to such credit Entries to Customer, whereupon Bank shall have no liability to Customer or to any third party as a result thereof;
- b. Process that portion of the credit Entries as Customer has sufficient available funds in the Authorized Account to cover, in whatever order Bank in its sole discretion shall elect to process, in which event Bank shall return the data relating to such credit Entries as are not processed to Customer, whereupon Bank shall have no liability to Customer or any third party as a result thereof; or
- c. Process all credit Entries. In the event Bank elects to process credit Entries initiated by Customer and Customer has not maintained sufficient available funds in the Authorized Account with Bank to cover them, the total amount of the insufficiency advanced by Bank on behalf of Customer shall be immediately due and payable by Customer to Bank without any further demand from Bank. If Bank elects to pay Customer's Account in the overdraft on any one or more occasions, it shall not be considered a waiver of Bank's rights to refuse to do so at any other time nor shall it be an agreement by Bank to pay other items in the overdraft.

### Returned Entries

Should Customer's return rate for unauthorized Entries (i.e. Unauthorized Debit (R05), Authorization Revoked by Customer (R07), Customer Advises Originator is Not Known to Receiver and/or Originator is Not Authorized by Receiver to Debit Receiver's Account (R10), Customer Advises Entry Not in Accordance with the Terms of the Authorization (R11), Corporate Customer Advises Not Authorized (R29), and Item Related to RCK Entry is Ineligible or RCK Entry is Improper (R51)) exceed one half of one percent (0.5%) of the total number of Entries transmitted, three percent (3%) of debit Entries returned due to administrative or Account data (i.e. Account Closed (R02), No Account/Unable to Locate Account (R03), and Invalid Account Number Structure (R04)), or fifteen percent (15.0%) for all debit Entries (excluding RCK Entries) that are returned for any reason over the preceding sixty (60) days, or two (2) calendar months, Bank may suspend use of this ACH Service. Nacha may perform an investigation or Rules enforcement proceeding when an entity originates an excessive number of unauthorized Entries. This could result in increased investigations of Originator activity and could ultimately result in fines passed on to Customer. Customer will fully cooperate with all reporting requirements regarding return items. Bank may, in its sole discretion, place a hold on Customer's Account as a reserve for any ACH debit Entry transmitted by Bank that is subsequently returned. If an unauthorized or improper debit Entry is asserted by Receiver to have been initiated by Customer, Receiver shall have the right to have the amount of such debit Entry immediately credited to Receiver's Account by RDFI as set forth in the Rules. Customer's Account will be debited for the amount thereof and if the balance in such Account is insufficient, Customer shall promptly provide immediately available funds to Bank to satisfy such insufficiency. In the event Customer does not satisfy its obligations under this Agreement as provided above, Customer agrees that Bank may, at its sole discretion, charge interest at the highest rate allowable by law from the date there are insufficient collected funds to cover Customer's obligations under this Agreement until said obligations are satisfied, plus an administrative fee of 5% of the overdraft amount, minimum of \$50.00.

### Pre-Funding

Bank reserves the right to require Customer to pre-fund an Account maintained at Bank prior to the Settlement Date of the ACH file. Bank shall determine whether pre-funding is required based on criteria established from time to time by Bank. Bank will communicate directly to Customer if pre-funding is required and, if requested by Customer, will provide Customer with an explanation of its pre-funding criteria. If it is determined that pre-funding is required, Customer will provide immediately available and collected funds sufficient to pay all Entries initiated by Customer (a) not later than 9:00 a.m. local time three (3) Bank Business Days before each Settlement Date, and (b) prior to initiating any Entries for which pre-funding is required.

If you use ACH pre-funding, at the time we receive an Entry from you, in order to ensure that there are sufficient available, collectible funds in your Authorized Account to fully cover or pay the Entry when we transmit it to the ACH Originator or otherwise process the Entry, we will place an administrative hold or freeze on funds in the Authorized Account that would otherwise be available. The administrative hold or freeze will be on funds in such Authorized Accounts that are not then subject to another administrative hold or freeze, and that are otherwise available. The funds that will be subjected to the administrative hold or freeze will be in an amount sufficient to cover or pay the Entry, which will occur through our automatic debit of your Authorized Account for an Entry transmitted by us at such time on the date of transmittal as we may determine, and for an On-Us Entry at such time on the Effective Entry Date of such Entry as we may determine. Because of the administrative hold or freeze, we will place on your Authorized Account and our automatic debit of your Authorized Account to cover or pay such Entry, you must have a balance of available, collectible funds in your Authorized Account sufficient to cover or pay such Entry. If you do not, we may, at our sole discretion, take any series of actions we deem necessary or appropriate, including any of the following: process the Entry as if you were not using ACH pre-funding in which event you will pay to us the amount of the Entry transmitted by us; continue to try to process the Entry; suspend the Entry; or reject the Entry. For each day during which we attempt to process the Entry and we are unable to do so because there are not sufficient funds available or during which the Entry is suspended because of the insufficient funds, we may charge you a daily NSF fee at our then current commercial NSF rate. We may debit the Authorized Accounts to recover the NSF fee we charge you and if there are not sufficient funds in the Authorized Account, we may recover the fees from any other Accounts that you maintain with Bank. In addition, we may recover the NSF fees in accordance with the provisions of this Product Schedule and the Master Agreement.

### On-Us Entries

Except as provided in Rejection of Entries outlined below, in the case of an Entry received for credit to an Account maintained with Bank (an "On-Us Entry"), Bank shall credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided said Entry is received by Bank at the time and in the form set forth in this Product Schedule. If any of those requirements are not met, Bank shall use reasonable efforts to credit the Receiver's account in the amount of such Entry no later than the next Business Day following such Effective Entry Date.

## Reserves

From time to time, Bank shall evaluate Customer's transaction activity for the purpose of establishing averages for transaction frequency, amount, returns and adjustments. These evaluations will occur at least annually and may occur more frequently at Bank's discretion. In connection with these evaluations, Bank reserves the right to require Customer to establish reserves with Bank calculated by Bank to cover Customer's obligations to Bank arising from ACH activities under this Agreement. Reserves may be expressed as a fixed dollar amount or as a "rolling reserve" calculated based on "rolling" averages determined by Bank's periodic evaluations. The amount of reserves required by Bank, if any, will be communicated directly to Customer from time to time. Customer agrees to establish reserves as required by within five (5) Bank Business Days after receipt of a communication from Bank setting forth the amount of required reserves and the basis of calculation used to determine the amount of reserves. Bank may suspend ACH processing activity for Customer if Customer fails to establish the required amount of reserves within the time period specified by Bank in its communication to Customer.

## Rejection of Entries

Customer agrees that Bank has no obligation to accept Entries and therefore may reject any Entry issued by Customer. Bank has no obligation to notify Customer of the rejection of an Entry but Bank may do so at its option. Bank shall have no liability to Customer for rejection of an Entry and shall not be liable to pay interest to Customer even if the amount of Customer's payment order is fully covered by a withdrawable credit balance in an Authorized Account of Customer or Bank has otherwise received full payment from Customer. Bank may reject any Entry which does not comply with the requirements of this Product Schedule. Bank may reject an On-Us Entry for any reason for which an Entry may be returned under the Rules. Bank may reject any Entry if Customer has failed to comply with its Account balance obligations of this Product Schedule.

## Cancellation or Amendment by Customer

Customer shall have no right to cancel or amend any Entry after its receipt by Bank. However, Bank may, at its option, accept a cancellation or amendment by Customer. If Bank accepts a cancellation or amendment of an Entry, Customer must comply with the Security Procedures of the Master Agreement and Onboarding Form. If such a request is received by Bank before the affected Entry has been transmitted to the ACH (or, in the case of an On Us Entry, before the Receiver's account has been credited or debited), Bank will use reasonable efforts to cancel or amend the Entry as requested, but Bank shall have no liability if the cancellation or amendment is not effected. If Bank accepts a cancellation or amendment of an Entry, Customer hereby agrees to indemnify, defend all claims and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorney's fees, incurred by Bank as the result of its acceptance of the cancellation or amendment.

## Reversals of Entries

- a. General Procedure. Upon proper and timely request by the Customer, Bank will use reasonable efforts to affect a reversal of an Entry or File. To be "proper and timely," the request must (i) be made within five (5) Business Days of the Effective Entry Date for the Entry or File to be reversed; (ii) be made immediately, not to exceed ten (10) hours, upon discovery of the error; and (iii) be accompanied by a Reversal/Cancellation Request form and comply with all of the Rules. In addition, if the Customer requests reversal of a debit Entry or debit File, it shall concurrently deposit into the Customer Account an amount equal to that Entry or ACH file. If the Customer requests reversal of a credit Entry or credit File, upon Bank's request it shall concurrently deposit in the Account an amount equal to the Entry or File you seek to reverse. The Customer shall notify the Receiver of any reversing Entry initiated to correct any Entry it has initiated in error. The notification to the Receiver must include the reason for the reversal and be made no later than the Settlement Date of the reversing Entry.
- b. No Liability and Reimbursement to Bank. Under no circumstances shall Bank be liable for interest or related losses if the requested reversal of an Entry is not effected. The Customer shall reimburse Bank for any expenses, losses or damages it incurs in effecting or attempting to effect the Customer's request for reversal of an Entry.

## Error Detection

Bank has no obligation to discover and shall not be liable to Customer for errors made by Customer, including but not limited to errors made in identifying the Receiver, or an Intermediary or RDFI or for errors in the amount of an Entry or for errors in Settlement Dates. Bank shall likewise have no duty to discover and shall not be liable for duplicate Entries issued by Customer. Notwithstanding the foregoing, if the Customer discovers that any Entry it has initiated was in error, it shall notify Bank of such error. If such notice is received no later than four (4) hours prior to the ACH receiving deadline, Bank will utilize reasonable efforts to initiate an adjusting Entry or stop payment of any On-Us credit Entry within the time limits provided by the Rules. In the event that Customer makes an error or issues a duplicate Entry, Customer shall indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorney's fees, incurred by Bank as a result of the error or issuance of duplicate Entries.

## Prohibited Transactions

Customer agrees not to use or attempt to use the Services

- a. To engage in any illegal purpose or activity or to violate any applicable law, rule or regulation;
- b. To breach any contract or agreement by which Customer is bound;
- c. To engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction;
- d. To engage in any transaction or activity that is not specifically authorized and permitted by this Agreement;
- e. To initiate an ACH Transaction that is part of a payment transaction that involves a financial agency or financial agency's office that is not located in the territorial jurisdiction of the United States.

Customer acknowledges and agrees that Bank has no obligation to monitor Customer's use of the Services 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 that Bank believes violates the terms of this Agreement.

## Prenotification

Customer, at its option, may send prenotification that it intends to initiate an Entry or Entries to a particular Account within the time limits prescribed for such notice in the Rules. Such notice shall be provided to Bank in the format and on the medium provided in the media format section of such Rules. If Customer receives notice that such prenotification has been rejected by an RDFI within the prescribed period, or that an RDFI will not receive Entries without having first received a copy of the Authorization Agreement signed by its customer, Customer will not initiate any corresponding Entries to such Accounts until the cause for rejection has been corrected or until providing the RDFI with such authorization within the time limits provided by the Rules.

### Notice of Returned Entries and Notifications of Change

Bank shall notify Customer by email, facsimile transmission, US mail, or other means of the receipt of a returned Entry from the ACH Originator. Except for an Entry retransmitted by Customer in accordance with the requirements of the Master Agreement and this Product Schedule, Bank shall have no obligation to retransmit a returned Entry to the ACH Originator if Bank complied with the terms of this Agreement with respect to the original Entry. Customer shall notify the Receiver by phone or electronic transmission of receipt of each return Entry no later than one Business Day after the Business Day of receiving such notification from Bank. Bank shall provide Customer all information, as required by the Rules, with respect to each Notification of Change ("NOC") Entry or Corrected Notification of Change ("Corrected NOC") Entry received by Bank relating to Entries transmitted by Customer. Bank must provide such information to Customer within two (2) Business Days of the Settlement Date of each NOC or Corrected NOC Entry. Customer shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) Business Days of Customer's receipt of the NOC information from Bank or prior to initiating another Entry to the Receiver's account, whichever is later.

### Account Reconciliation

Customer agrees to notify Bank promptly of any discrepancy between Customer's records and the information shown on any periodic statement. If Customer fails to notify Bank within fifteen (15) calendar days of receipt of a periodic statement containing such information, Customer agrees that Bank shall not be liable for any other losses resulting from Customer's failure to give such notice or any loss of interest or any interest equivalent with respect to any Entry shown on such periodic statement. If the Customer fails to notify Bank within sixty (60) calendar days of receipt of such periodic statement, the Customer shall be precluded from asserting any discrepancy against Bank.

### Provisional Settlement

Customer shall be bound by and comply with the Rules as in effect from time to time, including without limitation the provision thereof making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry; and Customer acknowledges that it has received notice of that Rule and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Customer shall not be deemed to have paid the Receiver the amount of the Entry.

### Protection of Sensitive Data and ACH Security Framework

- a. As a non-consumer Originator of ACH Transactions to consumer accounts, you are bound to follow all Nacha operating rules. Included in these Rules is the requirement to work within the ACH Security Framework aimed at protecting the security and integrity of ACH data. The ACH Security Framework requires all non-consumer Originators to comply with specific security requirements with respect to the handling and storage of protected consumer information. Under this rule, non-consumer Originators will be required to establish, implement, and, as appropriate, update security policies, procedures, and systems related to initiation, processing, and storage of entries. These policies, procedures, and systems must:
  - i. Protect the confidentiality and integrity of Protected Information (this includes confirming that you do not and will not disclose a consumer Receiver's account number or routing number for use in initiating a debit Entry that is not part of the original authorization);
  - ii. Protect against anticipated threats or hazards to the security or integrity of Protected Information; and
  - iii. Protect against unauthorized use of Protected Information that could result in substantial harm to a natural person.
- b. Protected Information is defined as: the non-public personal information, including financial information, of a natural person used to create, or contained within, an Entry and any related Addenda Record. The definition of Protected Information not only covers financial information, but also includes sensitive non-financial information (such as non-financial account information contained in Addenda Records for Payments) that may be incorporated into the Entry or any related Addenda Record.
- c. You will provide to us, upon request, access to review these policies, procedures and systems to confirm that appropriate care is being taken to protect the impacted consumers. Exhibit A provides a sample Security Policy for your use.

### Customer Representations and Warranties; Indemnity

With respect to each and every Entry transmitted by Customer, Customer represents and warrants to Bank and agrees that (a) all Authorized Users are duly authorized to engage in the transactions contemplated herein, (b) each person or entity shown as the Receiver on an Entry received by Bank from Customer has authorized the initiation of such Entry and the crediting or debiting of its Account in the amount and on the Effective Entry Date shown on such Entry, (c) such authorization is operative at the time of transmittal or crediting or debiting by Bank as provided herein, (d) Entries transmitted to Bank by Customer are limited to those types of credit and debit Entries set forth in the Master Agreement or Additional Documents, (e) Customer shall perform its obligations under this Agreement in accordance with all applicable laws, regulations, and orders, including, but not limited to, the sanctions laws, regulations, and orders administered by OFAC; laws, regulations, and orders administered FinCEN; and any state laws, regulations, or orders applicable to the providers of ACH payment services, and (f) Customer shall be bound by and comply with the provision of the Rules (among other provisions of the Rules) making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry. Customer specifically acknowledges that it has received notice of the rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Customer shall not be deemed to have paid the Receiver the amount of the Entry. The Customer shall defend, indemnify, and hold harmless Bank, and its officers, directors, agents, and employees, from and against any and all actions, costs, claims, losses, damages, or expenses, including attorney's fees and expenses, resulting from or arising out of (aa) any breach of any of the agreements, representations or warranties of the Customer contained in this Agreement; or (bb) any act or omission of the Customer or any other person acting on the Customer's behalf.

### Additional Customer Warranties for Selected Standard Entry Classes

NACHA, in its role of ensuring the safety, security, and viability of the ACH network, has determined that certain single-use or limited-use consumer authorizations have the potential to increase risk in the ACH system and compromise system effectiveness by increasing the incidence of returned Entries. Therefore, to qualify as an Originator of such Entries, Customer hereby warrants to Bank that for each such ACH Entry submitted for processing, Customer has obtained all authorizations from the Receiver as required by the Rules, by Regulation E or other applicable law, and this Agreement. Customer also makes the additional warranties to Bank that Bank makes to each RDFI and ACH Originator under the Rules for the respective SEC codes for Entries originated by Customer. Customer indemnifies and holds Bank harmless from any liability arising out of Customer's breach of these warranties.



### Special Terms and Conditions for ACH Credit Tax Payments ("EFTPS")

If Customer has requested Bank to permit it to initiate tax entries to Accounts maintained at Bank and other financial institutions by means of ACH, Bank has agreed to do so on the terms of this EFTPS section. Now, therefore, Customer and Bank agree as follows:

- a. Enrollment Requirements and Special Requirements of Federal Tax Payments. Customer warrants that it has enrolled in the Electronic Federal Tax Payment System (EFTPS) on form 9779, Business Enrollment Form, and has selected the ACH Credit option. Customer warrants that all special requirements of the EFTPS system have been met, including the generation of prenotification Entries before the first tax payment is sent. Customer further warrants that if it is generating a tax payment, it will use the CCD Format with a TXP addenda record as required.
- b. Rejection of Entries. Bank shall be entitled to reject any Entry, including an On-Us Entry, which does not comply with the Rules and may reject any Entry if Customer is not otherwise in compliance with the terms of this Product Schedule and the Master Agreement. Bank shall notify Customer by telephone of such rejection no later than the Business Day such Entry would otherwise have been transmitted by Bank to the ACH Processor. Bank will not be liable to Customer for the tax payment, any interest on the amount of Customer's tax liability, or for any tax penalty imposed on Customer in connection with the tax liability. Customer agrees that notification through the means contemplated in this paragraph are reasonable.
- c. Notice of Returned Entries. Bank shall notify Customer by telephone of the receipt of a returned Entry from the ACH Originator no later than 2:00 PM ET on the day received. Bank shall have no obligation to re-transmit a returned Entry if Bank complied with the terms of this Agreement with respect to the original Entry.
- d. Reversals. Unless specifically approved by the Internal Revenue Service, reversal entries of files are prohibited.
- e. Limitation of Liability. Notwithstanding any other limitation of liability set out in this Agreement, for each transaction arising from or relating to the tax payments, Customer acknowledges and agrees that Customer will not be relieved of Customer's obligation to make any tax payment otherwise contemplated to be made by the tax payment service if the service is interrupted for any reason or Customer is unable to complete transmission of the tax payment instructions to Bank for any reason. Bank will not incur any liability if Customer fails to make any required tax payment by other means in the event of such interruption.

### Special Terms and Conditions for Online Initiated Entries (WEB Entries)

If Customer has requested Bank to permit it to initiate single-entry WEB entries to consumer Accounts maintained at Bank and other financial institutions by means of ACH pursuant to an authorization that is obtained from the consumer via the internet, Bank has agreed to do so on the terms of this Agreement. Now, therefore, Customer and Bank agree as follows:

1. Authorization Requirements. Customer warrants that each Entry has been properly authorized in writing that is signed or similarly authenticated before initiating a debit Entry as set forth in the Rules. Said authorization language must be displayed on a computer screen or other visual display. The consumer must be prompted to print the authorization and retain a copy and Customer must be able to provide the consumer with a hard copy of the authorization if requested to do so. The use of a digital signature or code to similarly authenticate a written authorization is permitted as outlined in the Rules.
2. Formatting Requirements: Customer warrants that it will use the WEB Format as outlined in the Rules. Customer's use of any standard entry class code other than WEB in order to avoid the increased scrutiny required for such transactions shall constitute a violation of applicable law and may result in your immediate loss of ACH origination rights regardless of any termination notification period otherwise specified in this Agreement.
3. Risk Management. The Customer warrants that: (a) a commercially reasonable fraudulent transaction detection system will be employed; (b) a commercially reasonable method of authentication to verify the identity of the Receiver will be employed; (c) commercially reasonable steps will be taken to verify that routing numbers and Account numbers are valid (examples of methods to validate may include, but are not limited to, the use of a prenotification Entry, ACH micro-transaction verification, use of a commercially available service provided by either an ODFI or a third party, and use of Account validation capabilities or services enabled by APIs); (d) WEB entries will be encrypted or the Receiver's banking information will be transmitted via a secure session, using a commercially reasonable security technology that, at a minimum, is equivalent to 128-bit RC4 encryption technology; and (e) an audit will be conducted at least annually to ensure that the financial information that the Customer obtains from consumers is protected by security practices that include adequate levels of: (i) physical security to protect against theft, tampering or damage, (ii) personnel and access controls to protect against unauthorized access and use, and (iii) network security to ensure secure capture, storage and distribution of financial information.

### International ACH Transactions ("IAT")

Customer shall not initiate any IAT Entries without Bank's prior approval. If approved by Bank, the following provisions apply to IAT Entries originated by Customer:

- a. IAT Entries are transmitted by Bank in U.S. dollars and converted to the local currency for receipt in the foreign country at the exchange rate determined by Bank's processor on the date determined by Bank's processor. All risk of fluctuation in the applicable exchange rate is borne by Customer, and Customer agrees and acknowledges that Bank shall not be liable to Customer for any loss or charge incurred by Customer as the result of the application of any foreign currency exchange criteria imposed by any institution or agency located outside the United States.
- b. In the event of a returned IAT Entry, consumer payments will be credited to Customer at the originated U.S. dollar amount; corporate payments will be credited to Customer at the exchange rate determined by Bank's processor at the time of return.
- c. In the event of an error in an Entry or duplicate Entries, Customer acknowledges and agrees that Customer shall be liable for any and all losses caused by and a direct or indirect result from the error or duplicate Entry.
- d. Customer shall originate all International ACH Transactions, as that term is defined in the Rules, with an IAT SEC code and Customer hereby agrees to abide by all of the Rules related to IAT Entries.
- e. Customer agrees that in the case of a non-consumer account, Customer shall enter into an agreement with the Receiver whereby the Receiver agrees to abide by the Rules in effect from time to time.
- f. Customer acknowledges that it has reviewed and understands the subsection of the Rules entitled Exceptions for Outbound IAT Entries and Customer understands and agrees that laws, regulations, and rules of the country in which the Receiver is located shall govern the matters listed within that subsection. Customer further acknowledges that Customer understands how such laws, regulations and rules differ from the Rules.
- g. Customer agrees and acknowledges that any assistance by Bank does not in any manner obligate Bank for the accuracy or enforceability of the Entry in any country outside the United States.
- h. Customer bears the risk of any loss caused by any delay, tax, cost, tariff, fee, or other charge incurred on account of the Entry in any country outside the United States.
- i. If the settlement of any IAT Entry involves clearing of the Entry in more than one country outside the United States, Bank shall be permitted to rely upon any advice or instruction received by Bank from the financial institution or financial agency located in the first country outside the United States to which the Entry is directed.
- j. Customer hereby indemnifies Bank from and against any and all resulting claims, demands, losses, liabilities, or expenses, including attorneys' fees and costs, resulting directly or indirectly from Customer's origination of an IAT Entry.

### **Inconsistency of Name and Account Number**

The Customer acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Bank to the RDFI may be made by the RDFI (or by Bank in the case of an On-Us Entry) on the basis of the account number supplied by the Customer, even if it identifies a person different from the named Receiver, and that the Customer's obligation to pay the amount of the Entry to Bank is not excused in such circumstances. Customer is liable for and must settle with Bank for any Entry initiated by Customer that identifies the Receiver by account or identifying number or by name and account or identifying number.

### **Contingency**

In the event the Customer cannot create or transmit an ACH File due to hardware or communications outage, it is the responsibility of the Customer to have contingency procedures in place. In the event Bank cannot process the File through normal channels, reasonable efforts will be taken by Bank to find alternate means to process the File. Bank will not be held liable for delayed Files in any case resulting from hardware or communication outages or as otherwise provided in the Force Majeure provisions of this Master Agreement.

### **Notices, Instructions, Etc.**

- a. Except as stated herein, Bank shall not be required to act upon any notice or instruction received from the Customer or any other person, or to provide any notice or advice to the Customer or any other person with respect to any matter.
- b. Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an authorized representative of Customer, and any such communication shall be deemed to have been signed by such person. Such notice shall be effective on the second Business Day following the day received by Bank.
- c. Except as stated herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered or sent by US mail, if to Customer, at the address of Customer on the books of Bank and if to Bank, at the following address:

**Seacoast National Bank  
Attn: EFT Department  
50 Kindred St., Suite 204  
Stuart, FL 34994**

unless another address is substituted by notice delivered or sent as provided heron. Except as otherwise stated herein, any such notice shall be deemed given when received.

### **Data Retention**

The Customer shall retain data on file adequate to permit the remaking of Entries for five (5) Business Days following the date of their transmittal by Bank as provided herein, and shall provide such Data to Bank upon its request.

### **Data Media and Records**

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

**Financial Information and Audit.** Bank may from time to time request information from Customer in order to evaluate a continuation of the Service to be provided by Bank hereunder and/or adjustment of any limits set by this Agreement. Customer agrees to provide the requested financial information immediately upon request by Bank, in the form required by Bank. Customer authorizes Bank to investigate or reinvestigate at any time any information provided by Customer in connection with this Agreement or the Service. 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 this Agreement 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, 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 the Customer location related to information technology, the Service 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 the requested financial information, or if Bank concludes, in its sole discretion, that the risk of Customer is unacceptable, if Customer violates this Agreement or the Rules, or if Customer refuses to give Bank access to Customer's premises, Bank may terminate the ACH Service and this Agreement according to the provisions hereof.

### **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.

### **Limitation of Liability**

In addition to the limitation of liability provisions of the Master Agreement, in the performance of the ACH Services provided in this Product Schedule, Bank shall be entitled to rely solely on the information, representations, and warranties provided by Customer pursuant to this Product Schedule and shall not be responsible for the accuracy or completeness thereof.

Bank shall be responsible only for performing the ACH Services expressly provided for in this PRODUCT SCHEDULE AND shall be liable only for its gross negligence or willful misconduct in performing those ACH Services.

Bank shall not be responsible for Customer's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or authorization of any Entry received from Customer) or those of any other person, including, without limitation, any federal reserve bank, ACH Originator or transmission or communications facility, any Receiver or RDFI (including, without limitation, the return of any Entry by such Receiver or RDFI), and no such person shall be deemed Bank's agent. Customer agrees to indemnify Bank against any loss, liability or expense (including attorneys' fees and costs) resulting from or arising out of any claim of any person that Bank is responsible for any act or omission of Customer or any other third party.

Without limiting the generality of the foregoing provisions, and in addition to the "Force Majeure" provisions of the Master Agreement, Bank shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Bank having exceeded any limitation upon its intra-day net funds position established pursuant to present or future federal reserve guidelines or in Bank's reasonable judgment otherwise would violate any provision of any present or future risk control program of the federal reserve or any rule or regulation of any other U.S. Governmental regulatory authority.

## Termination

In addition to, and without limiting the generality of, the Termination provisions of the Master Agreement, Bank may terminate this ACH Service immediately upon its determination that Customer is in violation of this Agreement, the ACH Rules or applicable laws or if Customer initiates any bankruptcy proceeding or is otherwise declared insolvent. Any termination of this Agreement shall not affect any of Bank's rights and Customer's obligations with respect to Entries initiated by Customer prior to such termination, or the payment obligations of Customer with respect to services performed by Bank prior to termination, or any other obligations that survive termination of this Agreement. Customer's obligation with respect to any Entry shall survive termination of this ACH Product Schedule until any applicable statute of limitation has elapsed.

## ACH DEBIT BLOCK/ACH POSITIVE PAY PRODUCT SCHEDULE

### Description of Service

Subject to the terms and conditions of this Product Schedule, Bank shall provide the ACH Debit Block Service or ACH Positive Pay Service to Customer, which allows Customer to authorize or block Automated Clearing House ("ACH") transfers to or from Customer's deposit Accounts at Bank. As used herein, "ACH Transaction(s)" shall refer to certain electronic funds transfers which settle within a bank or between banks according to specified rules and procedures governed by the Federal Reserve Bank and the National Automated Clearing House Association ("NACHA"). "Debit Transaction" shall refer to any ACH Transaction which has the intended result of removing funds from Customer's demand deposit Account(s). "Credit Transaction" shall refer to any ACH Transaction which has the intended effect of depositing funds to Customer's demand deposit Account(s). Customer acknowledges and agrees that by instructing Bank to block designated ACH Entries, Bank shall dishonor and return all such blocked ACH Entries.

### ACH Debit Block

If Customer elects the ACH Debit Block Service, Customer authorizes and instructs Bank to charge Customer's debited Account(s) for each ACH Debit Transaction received by Bank that was originated within the Operating Instructions established by Customer within Digital Banking to identify ACH Transactions that will not be considered Exception Items (as defined below). Amendments of the Operating Instructions shall be by such method and in such format as Bank shall specify. Bank shall process Operating Instructions received from Customer in accordance with the procedures and requirements set forth herein. Bank shall be allowed a reasonable period of time in which to process the Operating Instructions following their receipt from Customer. Bank shall not be obligated to process Operating Instructions unless all of Bank's specified requirements and conditions have first been satisfied or waived by Bank, in its sole and absolute discretion. Customer authorizes Bank to charge Customer's debited Account for any applicable fees.

Customer agrees to maintain sufficient available balances in Customer Authorized Account(s) to cover each ACH Debit Transaction authorized under this Master Agreement. If Customer's Authorized Account's available balance is insufficient to cover any ACH Debit Transaction authorized by the Master Agreement, Customer agrees that Bank may, in our discretion, refuse to pay and/or debit or place a hold on funds in any Account maintained by Customer with Bank or any Affiliate of ours and that Bank may set off against any amount owing by Customer, in order to obtain payment of Customer obligations under the Master Agreement. "Affiliate" means any member of its "affiliated group," as that term is defined in Section 1504(a) of the Internal Revenue Code of 1986, as amended.

In the event that Bank receives an ACH Debit Transaction which does not fall within the Operating Instructions (each, an "Exception Item") Customer agrees that Bank may return said ACH Transaction without notice to Customer with reason code R29- Corporate Customer Advises Not Authorized or with another valid Return Reason Code as outlined in the NACHA operating rules, as applicable. Customer agrees to abide by our rules and regulations governing Customer's Account(s) as stated on the Deposit Account Agreement and as amended from time to time. Bank may take any security measures that Bank believes are necessary (such as recording telephone conversations) without notice to Customer.

### ACH Positive Pay

#### Transmitting and Processing ACH Positive Pay Instructions

If Customer elects the ACH Positive Pay Service, an ACH Transaction which does not fit within the Operating Instructions will be identified by Bank as an Exception Item subject to further review by you. We will make Exception Item information available on each Business Day, allowing you sufficient time to review such exceptions and process, and if necessary, these Exception Items by the applicable Return Deadline (as defined below). Exception Items are determined by comparing ACH files/entries presented to Bank with the Operating Instructions which you have established in Digital Banking.

Upon notification, you shall review the Exception Items and either confirm the validity of the Exception Item (in which case we will pay the Exception Item) or will instruct Bank to dishonor and return the Exception Item as provided herein. You can request that an Exception Item be returned by submitting a Pay/Return Request via Digital Banking by the Return Deadline on the same Business Day Bank notifies you of the Exception Item. If the electronic service is unavailable, then response to Bank shall be by email from a valid email address contained within Digital Banking by the Return Deadline. The Pay/Return Request must be received by Bank before the ACH Entry has been paid. Pay/Return Requests received after the Return Deadline will be processed the following Business Day. To be effective, a Pay/Return Request must be placed in a timely manner and must include any necessary information required by Bank. Bank may also require you to confirm the Pay/Return Request in writing sent by mail or personal delivery. In all cases, you must provide Bank with all information required by Bank in order to permit Bank to deliver the ACH Positive Pay Services for ACH Transactions. **If Bank does not receive your response by the Return Deadline, you authorize and direct Bank to pay or return the Exception Item pursuant to your default selection in the Onboarding Form or otherwise as selected within Digital Banking; provided that Bank shall retain the discretion to make the final decision on any Exception Item and may return any Exception Item which is not decided by you prior to the Return Deadline.**

You shall be solely responsible for purchasing, maintaining, and using adequate software to participate in the Services, all at your sole expense.

### Form of ACH Positive Pay Operating Instructions

- a. Operating Instructions may include any one or more of the following actions:
  - i. Customer may block all ACH Debit and/or Credit Entries on its Account(s).
  - ii. Customer may authorize specified ACH Debit and/or Credit Entries to post against its Account(s) and block all others.
  - iii. Customer may authorize specified ACH Debit and/or Credit Entries to post on a single or recurring occasion

### Not Covered

The ACH Debit Block Services and ACH Positive Pay Services do not cover an ACH if Bank has paid an ACH or is already committed to honor or pay the ACH under applicable laws, or rules governing ACHs, including the NACHA Rules.

### Special Terms and Conditions for ACH Positive Pay Services

The Customer shall be responsible for creating and maintaining its Operating Instructions for authorized payees within Digital Banking. Bank will make every reasonable effort to make available to the Customer for viewing ACH Exceptions by 8:45 A.M. EST. Access to the Positive Pay Service will not be available prior to 8:45 A.M. The Customer agrees and understands that the ACH Positive Pay Services described herein is at all times conditioned upon the corresponding operation and availability of those computer services and systems used in delivering said service. Bank shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the Customer in the event of any failure or interruption of such service or any part thereof, resulting from the act or omission of any third party, or from any other cause not reasonably within the control of Bank.

Customer shall review and make a pay/return decision for each Exception Item and transmit all Pay/Return Requests (the "Pay/Return Instructions") to Bank by 2:00 P.M. EST the same Business Day (the "Return Deadline") the Exception Item is made available for Customer review. In the event that Bank does not receive the customer's Pay/Return Instructions by the Return Deadline, you authorize and direct Bank to pay or return the Exception Item pursuant to your default selection in the Onboarding Form or otherwise as selected within Digital Banking; provided that Bank shall retain the discretion to make the final decision on any Exception Item and may return any Exception Item which is not decided by you prior to the Return Deadline.

Digital Banking has certain security features available to Customer to prevent unauthorized transactions as more fully outlined in the General Terms of this Master Agreement and Customer shall be responsible for implementing said security features. For security reasons, Bank recommends that the Customer have one Authorized User make pay/return decisions for Exception Items and a different Authorized User approve and transmit the Pay/Return Instructions for such Exception Items.

Bank reserves the right to require 30 days advance written notice from Customer of the any intended withdrawal from or closing any of the Account(s) listed on the Onboarding Form no less than 30 days before the withdrawal is made.

### Savings and Money Market Limitation

If Customer's debited Account is a savings or a money market account, transfers to another account or to authorized third parties by pre-authorized, automatic or telephone transfers are restricted by regulation to six per calendar month or statement cycle. An excessive transfer fee will be charged for transfers in excess of six per calendar month or statement cycle.

### Limit of Liability

- a. **Dispute over Return of ACH Debit Transaction.** Customer acknowledges that the return of an ACH Debit Transaction is subject to dispute on the part of the Sender. In the event of such a dispute Bank must act according to applicable laws, regulations, and the Rules, as may be amended from time to time. You (i) agree to indemnify and hold Bank harmless from any losses or liabilities (including damages, judgments, levies, executions, expenses, costs, interest, attorneys' fees and legal expenses Bank may suffer or incur as a result of or arising from Bank's payment of an ACH Transaction at your instruction or from Bank's rejection and return of an Exception Item), and (ii) release and forever discharge Bank, and its parent, subsidiaries, affiliates, successors, officers, directors, employees and agents, from any and all manner of action or actions, suits, claims, damages, judgments, levies, executions, expenses, costs, interest, attorneys' fees and legal expenses, whether known or unknown, liquidated or not liquidated, fixed, contingent, direct or indirect, which the you have, or ever can, may or shall have or claim to have against Bank regarding or relating to the return or payment of any item pursuant to provisions of this Agreement.
- b. **Identification of ACH Transactions to Block.** You and Bank acknowledge that ACH Transactions are originated according to certain processing NACHA Rules which require the use of an Originator name and Originator identification number (as defined in the NACHA Rules) imbedded in the transaction to identify its source, and this imbedded data is a critical component of Bank's ability to monitor for transactions which you may want to block or filter. Bank shall act in good faith to process your instructions. However, if the identifying information in the ACH Transaction is inconsistent or is described inconsistently by you in your Operating Instructions or input incorrectly by you, Bank shall be held harmless for posting an ACH Transaction to Authorized Account and any dispute related to such a transaction shall be between you and the Originator (as that term is defined in the NACHA Rules) of the transaction.
- c. **No Change in the Agreement Limits of Liability.** This Limits of Liability section supplements the limits of Bank's liability described in the Master Agreement, which remain in full force and effect without change.
- d. **Right to Suspend Services.** Without liability to any party, and without limiting any other right or remedy available to Bank, Bank shall be entitled to cease or suspend the ACH Debit Block Service or ACH Positive Pay Service, in whole or in part, in Bank's sole and absolute discretion and with or without notice to Customer if Customer shall fail to properly perform its duties, obligations, and responsibilities in connection with the applicable Service, or commit any act or omission which impairs Bank's ability to provide or prevents Bank from providing the applicable Service.
- e. **Examination of Account Statements.** Nothing in this Agreement shall be construed as relieving Customer of its normal due diligence responsibilities regarding the examination of Account statements and individual ACH Debit Transactions to detect exceptions outside the scope of the applicable Service provided to Customer hereunder. Bank shall not be liable for any loss arising from Customer's failure to exercise due diligence.
- f. **Hold Harmless.** Customer shall accept liability to any party and hold Bank harmless for any damages, losses, fines, fees, taxes, legal expenses, or actions at law arising from the return (dishonor) of any ACH Debit Transaction if such return resulted from the correct application of the Customer's Operating Instructions and/or Pay/Return Instructions.
- g. **Properly Payable Debit.** Any ACH Debit Transaction that is paid in accordance with the applicable Service shall be considered properly payable and Customer agrees that Bank shall have no liability to Customer for paying ACH Debit Transactions in accordance with the applicable Service.

BANK MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE ACH DEBIT BLOCK SERVICES OR THE ACH POSITIVE PAY SERVICES. BANK DOES NOT AND CANNOT WARRANT THAT THESE SERVICES WILL OPERATE WITHOUT ANY ERRORS, OR THAT THESE SERVICES WILL BE AVAILABLE AND OPERATIONAL AT ALL TIMES. EXCEPT AS SPECIFICALLY PROVIDED TO YOU IN THIS AGREEMENT, OR OTHERWISE REQUIRED BY LAW, YOU AGREE THAT BANK'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES UNDER OR BY REASON OF ANY ACH DEBIT BLOCK SERVICES OR ACH POSITIVE PAY SERVICES PROVIDED INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR IN TORT OR BASED ON A WARRANTY. FURTHER, IN NO EVENT SHALL THE LIABILITY OF BANK AND ITS AFFILIATES EXCEED THE AMOUNTS PAID BY YOU FOR THE APPLICABLE SERVICES PROVIDED TO YOU.

### Accurate Electronic Communications

You are responsible for providing accurate electronic addresses for communication in connection with transactions contemplated by the Services. If such electronic address changes, you are responsible for notifying Bank at least five (5) Business Days before such change is requested.

### Other Non-ACH Items

You agree and understands that the ACH Debit Block Services and ACH Positive Pay Services apply only to ACH Transactions. Therefore, these Services shall not apply to any electronic funds transfer (EFT) or check transaction. Accordingly, these Services shall have no effect with respect to any such transaction on Bank's or your respective rights, obligations, duties, or responsibilities under any other agreements between the parties or applicable law or regulation.

## ACCOUNT RECONCILIATION SERVICES PRODUCT SCHEDULE

### Product Overview

The Services provided by Bank under Account Reconciliation are provided through Bank's Digital Banking Service and can include the following, as elected by Customer in the implementation document for Treasury Management Services:

- a. Full Reconciliation. You transmit current reporting period's check issue activity to Bank where the issue file is matched to checks that have actually cleared your Account for payment. The matched check data as well as non-check transactions are available to you for download so you can automatically update your accounts payable system.
- b. Partial Reconciliation. A listing of paid checks that have cleared your Account is available to you for download which can then be uploaded to your accounts payable system.
- c. Deposit Reconciliation. A listing of deposits posted to your Account during the reporting period based on location specific deposit ticket codes are available to you for viewing or can be downloaded electronically for use in Account reconciliation.

### Customer Responsibilities

- a. Quality Check Assurance. Customer must provide and maintain quality checks for any and all reconciliation services. Customer must submit a sample voided check for verification on Bank's systems. Rejects due to check quality MAY NOT will be assessed a "Reject Quality Surcharge". The "Surcharge" will commence 30 days after notification if the quality issue is not completely resolved. Service may be discontinued should these rejects continue for a period of 90 days or more, following notification and fee assessment by Bank.
- b. Download/Email Disclaimer. Customer agrees that once Customer has downloaded a check image from Bank's secured Website, or has been provided a CD/DVD, or after Customer has requested that Bank forward a check image to the Customer, Customer is solely responsible for preserving the confidentiality of any such information retrieved or sent and Customer assumes all risks involved in forwarding the check image to the internet destination or other destination of Customer's choice.
- c. Updated List. For all reconciliation services the Customer is responsible for providing and maintaining an updated list of Customer personnel authorized to make pay/no pay decisions on items to Bank. Information provided on the set up will remain in effect until an appropriate Customer representative otherwise notifies Bank in writing.
- d. Stop Payment. In order to stop payment on a check included in the Issue File, the Customer shall deliver a stop payment order via Digital Banking prior to the presentation of the item. A cancel or void should only be used if a check has not been disbursed. Bank's system will not recognize cancels as stop payments. If a stop payment order is placed after an item has been memo posted to Bank's system, the stop payment will not be placed.
- e. Miscellaneous. Customer acknowledges that notwithstanding the return of checks by Bank in accordance with Customer's instructions under this section, the Customer may be subject to claims for payment by the payee of any check or by a holder in due course of a check. Information provided on the set up will remain in effect until an appropriate Customer representative otherwise notifies Bank in writing. All notices, communications, and instructions from one party to the other in connection with this Service shall be sent via the internet to particular parties, which the recipient may amend from time to time by prior written notice.

### Limit of Liability

In addition to the limits of liability set forth in the Master Agreement, the following additional terms apply to reconciliation services.

- Without liability to any party, Bank shall be entitled to cease Account Reconciliation Services if the quality of the checks, including the quality of the magnetically encoded characters on the face of each check, is below a commercially reasonable standard for processing on Bank's equipment.
- The term "Full Reconciliation" should not be construed as relieving Customer of its normal due diligence responsibilities regarding the examination of Account statements and individual checks to detect errors or alterations. Bank shall not be liable for any loss arising from Customer's failure to exercise due diligence.
- Customer's use of this Account Reconciliation Service or Bank's receipt of information associated with this Account Reconciliation Service does not impose on Bank any obligation or duty with respect to Customer's Accounts or the payment of checks, and Bank shall have no obligation to examine or inspect any check or other item for completeness or authorization or to determine whether a check or other item is properly payable.

**Indemnification.** In addition to the indemnification provision set forth in the Master Agreement, you agree to indemnify, defend and hold harmless Bank and its employees, officers, directors and affiliates against any and all actions, proceedings, liabilities, losses, costs (including attorney's fees) and claims, including (without limitation) warranty claims, that result from or arise in connection with: (1) Bank's processing of checks in accordance with this Master Agreement and this Product Schedule, or your instructions; (2) any ambiguity, inaccuracy or omission in any information or instructions provided to Bank; (3) your failure to provide us complete and correct data in accordance with this Product Schedule; or (4) actions by third parties, such as the introduction of a virus, that delay, alter or corrupt the transmission of information to Bank.



## GLOSSARY AND DEFINITIONS

**"Access Codes"** means the identification codes, passwords, repetitive request numbers, and other access procedures used as a means of authenticating and accessing a Service.

**"Account"** means a deposit account held with us and that you have designated for use with the Services. See also Eligible Account.

**"Account Documentation"** means this Agreement together with all other documentation pertaining to your Accounts including, without limitation, our Deposit Agreement, resolutions, signature cards, passbooks, certificates of deposits, Schedule of Fees, and rate sheets.

**"Account Agreement," "Deposit Agreement," or "Deposit Account Agreement"** means a deposit account agreement between you and us relating to an Eligible Account along with any resolutions or other terms and conditions and disclosures provided in connection with an Eligible Account.

**"ACH Network"** means the funds transfer system (network) governed by the Nacha Rules which provides for the inter-financial institution clearing of electronic entries for participating financial institutions.

**"ACH Transaction(s)"** shall refer to certain electronic funds transfers which settle within a bank or between banks according to specified rules and procedures governed by the Federal Reserve Bank and NACHA including, without limitation, "Entries".

**"Additional Documents"** means any schedule, rider, exhibit, appendix, addendum, Enrollment Form, Product Schedule, user guide, set-up form, implementation document, supplement, booklet, or other document, whether written or in electronic format, containing additional terms and conditions applicable to each Service that we provide to you from time to time. See also Enrollment Form and Product Schedule.

**"Authorized Representative"** means a person who is appointed or named in writing by another person to be authorized to act on behalf of such other person with respect to all matters within the scope of such designee's designated authority.

**"Authorized Users"** are persons designated by Customer or an Administrator as authorized to access the Services and to perform certain transactions using the Services. As used herein, Authorized Users shall include the Administrator.

**"Available Funds"** means funds on deposit in an Account and available for withdrawal pursuant to Regulation CC and Bank's applicable funds availability schedule and policies.

**"Bank," "we," "us," and "our"** refer to Seacoast National Bank, or as defined in the Treasury Management Services Master Agreement.

**"Bank Business Day" or "Business Day"** means any day other than a Saturday, Sunday, or federal holiday on which we are open to the public for carrying on substantially all of our business.

**"Bill Pay" and "Bill Payment"** means the payment of money from a Designated Account to a third-party payee.

**"Check 21"** refers to the Check Clearing for the 21st Century Act. Check 21 is a federal law that allows Banks and other organizations the ability to create and process electronic images of items in a process known as check truncation.

**"Check Issue Report"** means a record describing checks drawn by the Customer on an Authorized Account, provided by the Customer to Bank.

**"Customer Identification Programs/Policy" ("CIP")** means a program required by federal law to prevent financing of terrorist operations and money laundering. The requirements go beyond just verifying your identity. Financial institutions must now keep records of identifying information and check customer/member names against terrorist lists. This applies to anyone who opens a new account.

**"Cut-Off Time"** means the time of day that a function must be completed (see individual product schedules for specific cut-off times which may be amended from time to time).

**"Digital Banking"** is a Bank product that allows access to Accounts and Services through the Website or other online platform via devices such as personal computers, mobile devices, tablets, digital watches, or other devices.

**"Effective Entry Date"** means the date placed on an ACH Transaction by the Originator of the transaction or the ODFI - it is normally the date the Originator or ODFI intends the transfer to take place.

**"EFT"** refers to an Electronic Funds Transfer.

**"Electronic Check Clearing House Organization" ("ECCHO")** means a not-for-profit, mutual benefit, national clearinghouse that is 100 percent owned by its member institutions. ECCHO was created in 1990 by banks as a cooperative venture to encourage the implementation of electronic check presentment ("ECP"). ECCHO's primary activities can be divided among three functions: 1) rules development and maintenance; 2) industry education; and 3) industry advocacy.

**"Electronic Funds Transfer Act"** means the law passed by the U.S. congress in 1978, which set out the rights and obligations of consumers and their financial institutions regarding the use of electronic systems to transfer funds. This act is implemented in the Federal Reserve Bank's Regulation E.

**"Eligible Account" or "Authorized Account" or "Designated Account" or "Account"** means a demand deposit account or other deposit account or loan account you have with us that we permit to be linked to a Service.

**"Entries"** mean ACH credit Entries and debit Entries, including On-Us Entries consistent with the Nacha Rules and also includes any data for entries or any prenotification entries.

**"Exception Check"** means a presented check that does not match a check included in a Check Issue Report.

**"File"** means a group of ACH entries stored for delivery to an ACH receiving point.

**"Funds Transfer System"** means the wire transfer network through which a Payment Order will be transmitted.

**"Information Services"** means the availability of information regarding your Accounts, including Account balances, transaction information, check images, and, if you enroll, eStatements. Information Services also includes the ability to create reports and account warnings (alerts), and to export account information.

**"Instructions"** means any oral, written, electronic or other communication from you that instructs, directs, orders, or requests us to act on your Accounts, including, without limitation, any instructions to: (a) transfer money between your Accounts; (b) pay money to a third-party payee; and (c) cancel a prior instruction.

**"Line of Credit Sweep"** refers to a "sweep" arrangement in connection with the Customer's Eligible Account with Bank. This Sweep Service provides that collected and available funds in excess ("Excess Funds") of a targeted minimum balance (the "Target Balance"), will be swept from the Customer's Account with Bank and such funds will be applied as a principal payment to the Commercial Line of Credit.

**"List of Specially Designated Nationals and Blocked Persons" ("SDN List")** means a list of organizations and individuals who are restricted from doing business with the United States or American companies, or Americans. This includes terrorist organizations, individual terrorists, and state sponsors of terrorism (such as Iran and North Korea). The list of "specially designated nationals" is maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC").

**"Master Agreement" or "Agreement"** means the Treasury Management Services Master Agreement, as the same may change from time to time. All reference to Master Agreement includes all Additional Documents, schedules, riders, exhibits, appendices, addendums, Product Schedules, user guides, set-up forms, implementation documents, booklet, input forms, or other documents containing additional terms and conditions applicable to each Service that we provide to you from time to time.

**"National Automated Clearing House Association" ("Nacha")** means the organization where standards, rules, and procedures for Automated Clearing House ("ACH") transactions are established.

“ODFI” or “Originating Depository Financial Institution” means financial institutions that originate ACH Transactions on behalf of its customers. ODFIs must abide by the NACHA operating rules.

“Originator” means a company, individual or entity that initiates Entries into the ACH Network.

“Other terms” have the meanings provided in the applicable Uniform Commercial Code.

“Onboarding Form” means the Treasury Management Onboarding Form executed in connection with the Services incorporating the terms of this Master Agreement.

“Password” means confidential, unique personal numbers, codes, marks, signs, public keys, PIN numbers or other information composed of a string of characters used as a means of authenticating and accessing a Service.

“Pay/Return Request” means the instructions of the Customer to Bank ordering Bank to pay or not to pay an Exception Check.

“Positive Pay” means a service designed to detect fraudulent items whereby you electronically share with us your check register of all checks issued from your Account with us. We return all Exception Checks charged to the Account unless you direct us not to do so by the daily deadline, in which event we will comply.

“Privacy Policy” means a written policy which usually contains details of what personal information is collected, how the personal information may be used, the persons to whom the personal information may be disclosed, and the security measures taken to protect the personal information.

“Product Schedule” means any Service-specific section in this Agreement and includes all schedules, riders, exhibits, appendices, supplements, booklets, input forms, documents, user guides, set-up forms, implementation documents, or Additional Documents or records which we provide to you from time to time, whether written or in an electronic format, which contain terms, conditions, instructions or information regarding a Service or its use, as changed from time to time. See also Additional Documents.

“RDFI” or “Receiving Depository Financial Institution” means a financial institution qualified by NACHA to receive ACH Transactions.

“Regulation E” means the regulation published by the Federal Reserve Bank to implement the Electronic Fund Transfer Act mandating consumer rights and obligation with regard to electronic fund transfers.

“Remittance Service” or “Lockbox Service” refers to an internet-based banking service generally provided for the collection of a customer’s receivables and subsequent credit to the customer’s Account. The Service includes the collection of mail from the customer’s Post Office Box, and the sorting, totaling, recording and imaging of the payments; the processing of items; availability of exception and stop payment processing features; and the consummation of necessary bank deposits.

“Remote Deposit” “Remote Deposit Capture,” or “RDC” refers to your deposit of qualifying items to the Authorized Account by endorsing the paper originals or using virtual endorsement, placing our name and the word “scanned” on them, and then scanning both sides of them and sending their accurate images to us, together with deposit instructions, via the internet, rather than by providing us with the paper originals.

“Requirements of Law” means as to any person, a requirement imposed by any law, treaty, rule, regulation, ordinance, determination of an arbitrator, order of court or determination, advisory opinion, order, guideline, finding, or requirement of any other governmental authority, in each case applicable to and binding upon such person or any of its properties or to which such person or any of its properties is subject, either individually or jointly with another person or persons.

“Repurchase Agreement Sweep” provides for the investment of excess funds in Customer’s Account in repurchase arrangements on the terms and conditions specified in this Agreement.

“Return Entry” or “Return Entries” mean any item which cannot be processed and is being returned by the RDFI to the ODFI for correction or re-initiation.

“Rules” mean the NACHA operating rules which provide a complete guide to the Rules and Regulations governing the ACH Network, and the laws, procedures, rules, regulations and definitions pertaining to any regional clearinghouse, payment card association or payment network, the Federal Reserve, FTC, ANSI and ECCHO.

“SEC Codes” or “Standard Entry Class Codes” mean the three character code within an ACH company/batch header, which identifies the type of transactions within that batch (e.g. CCD, CTX, PPD, etc.).

“Security Devices” shall have the meaning set forth in the General Provisions section entitled “Acknowledgement of Commercially Reasonable Security Procedures.”

“Security Procedures” means, unless we agree otherwise with you, the applicable security requirements and procedures for verifying the authenticity of Entries or Requests.

“Services” means the Treasury Management Services and features of those Services which we may provide from time to time.

“Settlement Date” means the date on which settlement occurs, i.e., funds actually change hands as a result of an ACH entry.

“Suspect Report” means a record describing Exception Checks that is provided by Bank to the Customer under Positive Pay.

“Target Balance” means the available balance designated on the Agreement or implementation document that you wish to maintain in the Account and above which Bank will sweep funds out of the Account and to which Bank will sweep funds into the Account.

“Transfer Services” means the transfer of money between Designated Accounts.

“Uniform Commercial Code Article 4A” or “UCC4A” means the portion of the Uniform Commercial Code which deals with certain funds transfers, including ACH credit transactions not subject to the Electronic Fund Transfer Act of Regulation E. This law outlines the protections and responsibilities given to the parties to wholesale credit transactions, and sets the legal standard for commercially reasonable security procedures to be used in conjunction with those transactions.

“User ID” refers to Login ID, Personal ID, Username, Access ID, Login Name, Sign-In Name, or any comparable title representing a unique sequence of characters used to identify a user and access a Service.

“Vendor” means any third party service provider or vendor used by Customer in connection with any of the Services.

“Website” refers to the website maintained by us to provide access to the Service.

“Wire Transfer Bank Business Days” are Monday through Friday, excluding banking holidays and “normal business hours” are 8:00 AM to 5:00 PM ET on Bank Business Days).

“You” and “your” refer to the Customer identified in the Treasury Management Services Master Agreement.

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## EXHIBIT A

### Important ACH Originator Security Information

**\*\*TO BE RETAINED BY CUSTOMER\*\***

#### Developing an ACH Security Policy

On September 20, 2013, the ACH Security Framework Rule was implemented. The ACH Security Framework establishes minimum data security obligations for ACH Network participants to protect ACH data. The Rule implementation includes three sets of rules, two of which apply to you: (1) Protection of Sensitive Data and Access Controls; and (2) Self-Assessment. As an ACH originator, both you and Bank are required to operate under the Nacha Rules. We have provided this document to assist you in preparing and maintaining a security policy to protect the ACH data used and transmitted by your business.

#### Protection of Sensitive Data and Access Controls

The ACH Security Framework Rule requires our business customers to establish, implement, and, as appropriate, update security policies, procedures, and systems related to the initiation, processing, and storage of ACH entries. These policies, procedures, and systems must: (a) Protect the confidentiality and integrity of Protected Information; (b) Protect against anticipated threats or hazards to the security or integrity of Protected Information; and (c) Protect against unauthorized use of Protected Information that could result in substantial harm to a natural person.

"Protected Information" is the non-public personal information, including financial information, of a person used to create, or contained within, an ACH entry and any related Addenda Record. This not only covers financial information, but also includes sensitive non-financial information (such as health information) that may be incorporated into the Entry or any related Addenda Record. This Rule applies to consumer information only; however, for uniformity we encourage you to apply your procedures and policy so that they cover all customers.

Security policies, procedures, and systems of ACH participants covered by this Rule must include controls on system access that comply with applicable regulatory guidelines. The systems impacted include all systems used by the ACH participant to initiate, process, and store Entries. If your business keeps information about customers in several formats (e.g., on paper, on computers, and online), you should sit down with a team of your employees – an IT person, office manager, etc. – and discuss these issues together to make sure you consider all viewpoints.

- Inventory the types of data you collect, store and/or transmit.
- Inventory how you store your data.
- Inventory where you store your data for each type and format of customer information.
- Inventory how data is moved and who has access.

Take into consideration your type of business and the fixed and portable access devices your employees use to do their jobs. This is a very important part of the inventory process as it will help you begin to identify the potential ways that sensitive data could be inadvertently disclosed. If you think you need outside help to identify potential weaknesses, consider consulting with a data forensics expert.

Inventory the data controls you have in place. Evaluate different types of security procedures and think about whether they make sense for the type of information you maintain, the format in which it is maintained, the likelihood that someone might try to steal the information, and the harm that would result if the information was disclosed. Use the checklists below to assess whether the security measures you are taking are adequate.

**\*\*TO BE RETAINED BY CUSTOMER\*\***

1. INVENTORY THE TYPES OF DATA YOU COLLECT, STORE AND/OR TRANSMIT:	Yes	No
Name		
Physical Address		
Phone Numbers		
Email Addresses		
Account Numbers		
Invoice Numbers		
Social Security Number		
Driver's License Number		
Business ID Number		
Types and Amounts of Transactions		

2. INVENTORY HOW YOU STORE YOUR DATA:	Yes	No
Paper Invoices		
Paper Mailing Lists		
Email Lists		
Paper Customer Files		
Paper Order Requests		
Email		
Databases		
Spreadsheets		
Customer Accounts		
Customer Lists		
Contracts		
Business Plans		
Financial Reports		

3. INVENTORY WHERE YOU STORE YOUR DATA FOR EACH TYPE AND FORMAT OF CUSTOMER INFORMATION. PHYSICAL STORAGE SITES	Yes	No
Desk Drawers		
Filing Cabinets		
Mailroom		
Home Offices		
INVENTORY WHERE YOU STORE YOUR DATA FOR EACH TYPE AND FORMAT OF CUSTOMER INFORMATION. ELECTRONIC STORAGE SITES	Yes	No
Desktop Computers		
Laptops		
Servers		
PDA's/Cell Phones/Smart Phones		
USB/Thumb Drives		
CDs/DVDs		
Other Flash Memory Devices		

4. INVENTORY <u>HOW DATA IS MOVED AND WHO HAS ACCESS TO IT.</u>					
	Connected or Networked?	Who has access?	Does it leave the office?	Is it accessible off-site?	Does it provide internet or email access?
Endpoints					
Desktops					
Laptops					
Servers					
Mobile Devices					
PDA's					
Cell/Smart Phones					
CDs/DVDs					
Flash Memory					

5. INVENTORY THE <u>DATA CONTROLS YOU HAVE (OR SHOULD HAVE) IN PLACE:</u>	Yes	No	If Yes, How?
Computer operating system has all current updates and patches on all machines?			
All endpoint computers have all security devices activated and up-to-date?			
Data Encryption in place – on all machines?			
Electronic data is automatically backed up and can be restored in the event of human error, system failure or natural disaster?			
Sensitive data protected from leaving the business network via outbound email, or portable device (e.g., USB memory stick)?			
Anti-Phishing protections in place?			
Do you and your employees know how to recognize and avoid phishing emails that may enter via business or personal email accounts?			
Malware protections in place against entry via:			
- Business email accounts?			
- The internet (Web browsers, Web-based email)?			
- Portable storage devices (USB Sticks, iPods) cannot be connected to endpoint machines and download sensitive data without authorization?			

For each item checked "No", develop a plan to implement a solution.

6. **Write it down.** Record the checklists you've just created, the security measures you are taking, and an explanation of why these security measures make sense. These security measures are the foundation of your security policy.



7. Other items to consider for your policy:

**Minimize What You Save & Store**

- ✓ Don't keep information you don't absolutely need.
- ✓ Destroy information when it is no longer needed ... and destroy it responsibly.

**Use Effective Passwords**

- ✓ Never use the default password that may be provided by another company or service provider.
- ✓ Use "strong" passwords that are unique to each user. Strong passwords include some combination of numbers, letters, and symbols. Never use obvious passwords such as your name, your business name, any family member's name, "12345," "ABCDE," "password" or your user name.

Change passwords frequently – every 45-60 days.

**Block Potential Intruders**

- ✓ Restrict computer use to business-only purposes. Malware and viruses can sneak onto business machines when employees use them to visit social networking, personal email and other personal websites.
- ✓ Consider dedicating one computer in your office to online financial use, and do not use that machine for general internet surfing or email.
- ✓ Protect your IT systems from viruses and spyware by using up-to-date antivirus protection and firewalls. Most operating systems and antivirus programs contain an automatic update feature that updates the software as new viruses and spyware become known.
- ✓ Antivirus is not enough. Consider supplementing your antivirus protection and firewalls with other specialized protection tools, such as Intrusion Prevention and anti-spam technologies.

**Back-up and Recover Information**

- ✓ Reduce business downtime from simple human error, hardware malfunctions or disasters. Put protections in place that will ensure your ready access to data and easy data recovery should any of these occur.
- ✓ Provide for secure off-site storage of your data in case of disaster.

**Restrict Access**

- ✓ Limit the number of sites/locations where information is stored.
- ✓ Keep paper records in a locked cabinet, or in a room that stays locked when not in use.
- ✓ Limit employees' access to data to only those that need the information to do their job.
- ✓ Separate duties and use available dual control features whenever possible.
- ✓ Take precautions when mailing records. Use a security envelope, require the recipient to sign for the package, and/or ask the delivery service to track the package until it is delivered.
- ✓ Encrypt sensitive electronic information in every online site where it is stored.
- ✓ Many application programs, including Microsoft's Office and Adobe Acrobat, include basic encryption tools for documents you create.
- ✓ If you have a business that electronically stores a great deal of sensitive information, invest in higher-level security software to provide advanced encryption software for desktops, laptops, and removable storage devices.
- ✓ Do not store sensitive information on portable storage devices (e.g., PDA's, USB drives, CD's, laptops, iPhones, iPods, etc.) as these devices are frequently lost or stolen. If this is unavoidable, make sure the information is encrypted.
- ✓ Transmit data over the internet using only secure connections - often indicated by "https" in the URL bar of your browser. There are several companies that offer relatively inexpensive web-based sites, known as FTP sites, which can transfer data with a secure connection.

**Train Employees**

- ✓ Review this Security Policy on a frequent basis. Ensure that new hires are thoroughly trained.
- ✓ Never accept an email request to change a recipient's account information. Just like Business Email Compromise scams pertaining to wire transfers, they should confirm requests verbally before making any changes.
- ✓ Access sensitive information from secure networks only. Computers are exposed to possible threats when using public Wi-Fi.
- ✓ Secure mobile devices. Install app and system updates as soon as they are available. Do not access sensitive information over unsecure public Wi-Fi networks. Turn off Bluetooth feature when not in use. Enable the "find my phone" feature. Install privacy screens that prevent bystanders from seeing what's on your screen.
- ✓ Review procedures for what to do if a computer or mobile device is compromised.

**In Conclusion** - Make a plan using these elements to be certain that the customer data you collect for submission to the ACH network is secure in your office or as accessed by your employees. This assessment and security policy and procedures are not only required by the Nacha Rules, but they also serve to protect your customers, and you, from unnecessary confidential information loss and the potential for financial losses, corporate account takeover, or identity theft.

Your continuance of utilizing Bank's ACH origination services obligates you to follow all Nacha operating rules, including the ACH Security Framework Rule. If requested, you will provide access to Bank to review your policies, procedures, and systems to confirm that appropriate care is being taken to protect the impacted consumer information. You may obtain the most current version of the Nacha Rules at [www.nacha.org](http://www.nacha.org).