



STERLING
NATIONAL BANK

Business Banking Treasury Management Services Agreement

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BUSINESS BANKING TREASURY MANAGEMENT SERVICES AGREEMENT

Article I. Introduction

Sterling National Bank is pleased to provide Treasury Management Services to meet your business needs. We have a wide variety of Treasury Management Services with many features and options. If you have any questions about our extensive array of Treasury Management Services or about this Agreement, please contact your Relationship Officer.

Capitalized terms used in this Agreement have the meaning provided in Article II, or if no meaning is provided in Article II, capitalized terms have the meaning provided in the NACHA Rules. The terms "Bank," "we," "us," and "our" refer to Sterling National Bank which provides you a particular Service under the terms of this Agreement. The terms "Client," "you," or "your" means the entity or organization that has entered into this Agreement.

This Agreement contains the terms and conditions under which we provide Treasury Management Services to you. It is used in conjunction with the Deposit Account Agreement, which covers deposit account terms and conditions and which is incorporated by reference. Please read this Agreement carefully and keep it for your records.

By signing and returning an Application, you agree to the General Terms, which contain terms and conditions applicable to all Services. You also agree to those portions of Articles IV – XVIII of this Agreement, which contain the specific terms and conditions that relate to the Services you requested on the Application. If you would like additional Services, the additional Services will be covered by the terms and conditions of this Agreement once you have requested the additional Service and we have approved your use of the Service. You may begin using the Service when we have received all required account documents and properly executed forms, we have approved the Application, and you have successfully completed any testing or training requirements.

Whenever you use any of the Services covered by this Agreement, you agree to be bound by this Agreement, as amended from time to time, and to follow the procedures in any applicable Service Documentation. The effective date of this Agreement and the applicable Service is the date upon which Bank approved the Application for the Service you have completed and signed.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bank and Client, intending to be legally bound, do hereby agree as follows:

Article II. Glossary of Terms

- 2.01 "Acceptable Payee" means your name and any other payee name you provide to us as an acceptable payee for Checks to be processed under the Lockbox Service.
- 2.02 "Accepted File" has the meaning ascribed in Article XI Section 11.08.
- 2.03 "Access Code" has the meaning ascribed in Article XIX Section 19.19.
- 2.04 "Account" has the meaning ascribed in the Deposit Account Agreement.
- 2.05 "ACH" has the meaning ascribed in Article V.

2.06 "Addendum" means any writing executed and delivered simultaneously with or after the execution of this Agreement and intended by the parties to modify, amend, or supplement the provisions of this Agreement.

2.07 "Administrator" has the meaning ascribed in Article III Section 3.39.

2.08 "Agreement" means this Business Banking Treasury Management Services Agreement as it may be amended from time to time after giving effect to any Service Documentation and all Addenda.

2.09 "Alternate Placement List" has the meaning ascribed in Article XIX Section 19.15.

2.10 "Applicable Law" means the laws of the State of New York, Federal laws and regulations, government policies and orders, operating circulars of the Federal Reserve Banks, and any other laws, rules, or regulations to which Bank or Client or both may be subject in connection with a Service or this Agreement.

2.11 "Application" means the form required to be completed to establish a Service in conjunction with this Agreement. The Application is hereby incorporated by reference and made a part of this Agreement.

2.12 "Authorization Agreement" has the meaning ascribed in Article V Section 5.05.

2.13 "Authorized Account" means an Account of Client maintained at Bank that Bank may debit for any Client transaction executed pursuant to this Agreement. An Authorized Account is any Account so designated on the Service Documentation, as applicable. In the absence of any such designation, any Account maintained by Client at Bank is an Authorized Account.

2.14 "Authorized Person" means a person authorized to execute, modify, amend, or terminate this Agreement on behalf of Client and to execute, modify, amend, or terminate any Application or Service selection, as applicable.

2.15 "Authorized Signer" means a person so designated on an Application or otherwise authorized to sign Checks on any of Client's Accounts with Bank, subject to verification by any applicable Security Procedures.

2.16 "Authorized User" means a person authorized to give instructions to the Bank with respect to Service Transactions in the name of Client, subject to verification by any applicable Security Procedures. Each person designated on an Application for a Service, as applicable, is an Authorized User with respect to such Service. The term Authorized User includes an Administrator.

2.17 "Available Funds" means the amount of collected funds on deposit in an Authorized Account and available for withdrawal plus the amount of credit or overdraft protection, if any, which Bank has previously agreed to extend to the Client. Bank may deem as unavailable those funds represented by a Check that has not been collected in accordance with commercially reasonable collection practices for such Checks.

2.18 "Bank Check" means a Check issued by and guaranteed by the Bank.

2.19 "Bank's Wrongful Honor" has the meaning ascribed in Article XII Section 12.05.

2.20 "Book Transfer" has the meaning ascribed in Article IV Section 4.05.

2.21 "Business Day" means each Monday through Friday, excluding holidays observed by Bank providing the Service.

2.22 "Card" means a business debit card issued by Bank.

2.23 "Card Account" means the Account Client listed on its Card Application.

2.24 "Care Facility" has the meaning ascribed in Article XVI Section 16.01.

2.25 "CDA" has the meaning ascribed in Article XV.

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2.26 "Changes" has the meaning ascribed in Article III Section 3.35.

2.27 "Check" has the meaning ascribed in Subparts C and D of Federal Reserve Board Regulation CC as amended from time to time.

2.28 "Client" means the entity or organization that has entered into this Agreement. For the avoidance of doubt, Client may be one or more entities entering into this Agreement.

2.29 "Confidential Information" has the meaning ascribed in Article III Section 3.06.

2.30 "Container" means tamper-proof transmittal bags or containers approved by Bank.

2.31 "Controlled Disbursement Account" means an Account with Bank that has been designated as a Controlled Disbursement Account and has been assigned a transit/routing number.

2.32 "Corrected File" has the meaning ascribed in Article XI Section 11.08.

2.33 "Custodial Agreement" has the meaning ascribed in Article XIX Section 19.02.

2.34 "Cutoff Time" has the meaning ascribed in Article III Section 3.07.

2.35 "DCP" has the meaning ascribed in Article XIX Section 19.01.

2.36 "DDA" has the meaning ascribed in Article XIX Section 19.01.

2.37 "Deposit Account Agreement" means the current signature card, account resolutions and security agreement, deposit account agreement, as applicable, or similar master account disclosures and agreements, as amended from time to time, we provide you containing terms and conditions applicable to each Account for which you use a Service.

2.38 "Deposit Accounts" has the meaning ascribed in Article XIX Section 19.01.

2.39 "Destination Institution" has the meaning ascribed in Article XIX Section 19.01.

2.40 "Difference" has the meaning ascribed in Article VI Section 6.05.

2.41 "DPR" has the meaning ascribed in Article XIX Section 19.01.

2.42 "Dual Control" has the meaning ascribed in Article XVII Section 17.06.

2.43 "e-Statement/e-Notice" has the meaning ascribed in Article IV Section 4.10.

2.44 "Electronic Item" means a digital representation of an Item or electronic information related to an Item.

2.45 "Entry" has the meaning ascribed in the NACHA Rules and also includes any data for Entries, any prenotifications, and any entries initiated through an Electronic Data Interchange ("EDI") payment system approved by us.

2.46 "EOP" has the meaning ascribed in Article XIV Section 14.06.

2.47 "Exception Item" has the meaning ascribed in Article XII Section 12.01.

2.48 "Exposure Limit" has the meaning ascribed in Article V Section 5.03.

2.49 "FDIC" has the meaning ascribed in Article XIX Section 19.01.

2.50 "Fedwire" means the funds transfer system owned and operated by the Federal Reserve Banks, but excludes the system for making automated clearing house transfers.

2.51 "File" means a collection of related data or program records stored as a unit with a single name and maintained in a computer readable format.

2.52 "General Terms" means Articles I – III of this Agreement.

2.53 "ICL" has the meaning ascribed in Article XI Section 11.01.

2.54 "ICS" has the meaning ascribed in Article XIX.

2.55 "ICS Custodial Account" has the meaning ascribed in Article XIX Section 19.04.

2.56 "ICS Settlement" has the meaning ascribed in Article XIX Section 19.05.

2.57 "Identifying Information" has the meaning ascribed in Article XIX Section 19.24.

2.58 "Indemnified Parties" has the meaning ascribed in Article III Section 3.02.

2.59 "Interest Rate" has the meaning ascribed in Article XIX Section 19.04.

2.60 "Image" means an Electronic Item or Paper Image.

2.61 "Image Cash Letter" means an electronic file which contains digital Images or multiple Items.

2.62 "Issue File" has the meaning ascribed in Article XII Section 12.01.

2.63 "Item" means an instrument or a promise or order to pay money handled by Bank for collection or payment. The term does not include a payment order governed by UCC Article 4A or a credit or debit card slip.

2.64 "Legal Amendment" has the meaning ascribed in Article III Section 3.35.

2.65 "Limit" has the meaning ascribed in Article X Section 11.05 and refers to dollar and item limits as described in your Application.

2.66 "List of Exclusions" has the meaning ascribed in Article XIX Section 19.13.

2.67 "Loan" has the meaning ascribed in Article X Section 10.03.

2.68 "Loan Sweep Account" has the meaning ascribed in Article X Section 10.03.

2.69 "Lockbox" means the United States Post Office address we assign to you for the Lockbox Service.

2.70 "Losses" means any and all liabilities, losses, damages, claims, fines, penalties, fees, costs, and expenses of any kind, including litigation expenses, attorneys' fees, and all costs and expenses associated with any governmental investigation, enforcement, or other governmental or administrative proceeding including all restitution, reimbursement, penalties, and other damages resulting therefrom.

2.71 "Matching Check" has the meaning ascribed in Article XII Section 12.01.

2.72 "Materials" means the Software, Authorized User identification codes, passwords, codes, keys, test keys, security devices, embedded algorithms, digital signatures and certificates, and other similar devices and information.

2.73 "MICR" has the meaning ascribed in Article III Section 3.36.

2.74 "MMDA" has the meaning ascribed in Article XIX Section 19.01.

2.75 "NACHA" means the National Automated Clearing House Association.

2.76 "NACHA Rules" means the Operating Rules & Guidelines of the National Automated Clearing House Association (including any exhibits or appendices thereto and any other clearing house rules applicable to automated clearing house transactions), as amended from time to time.

2.77 "Network ATMs" has the meaning ascribed in Article XIII Section 13.04.

2.78 "NOC" has the meaning ascribed in Article V Section 5.09.

2.79 "Non-IAT Entries" means all international payments and receipts which are not International ACH Transactions, as that term is defined in the NACHA Rules.

2.80 "On-Us Entry" has the meaning ascribed in Article V Section 5.06.

2.81 "OFAC" has the meaning ascribed in Article V Section 5.02.

2.82 "Paid Item" is an Item that has been processed by the Bank and has cleared the Client's Account.

2.83 "Paper Image" means a paper copy created with image technology, derived from an original paper Item, a substitute Check, as defined under applicable law, or an Electronic Item, or created from an Image of any of these.

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- 2.84 "PIN" means the personal identification number assigned to or selected by you for the applicable Service.
- 2.85 "Presented Check" means a Check drawn on a Positive Pay Account and presented to Bank for payment.
- 2.86 "Primary Account" means an eligible Account designated by Client in the Service Documentation as a primary account.
- 2.87 "Processing Schedule" means the schedule provided by us for processing all requests for Entries and other Services.
- 2.88 "Program Balance" has the meaning ascribed in Article XIX Section 19.05.
- 2.89 "Program Deposit" has the meaning ascribed in Article XIX Section 19.06.
- 2.90 "Program Withdrawal" has the meaning ascribed in Article XIX Section 19.06.
- 2.91 "Prohibited Check" has the meaning ascribed in Article XI Section 11.03.
- 2.92 "Promontory" has the meaning ascribed in Article XIX Section 19.01.
- 2.93 "Proposed Placement List" has the meaning ascribed in Article XIX Section 19.15.
- 2.94 "Provisional Credit" means a credit made to Client's Account subject to final payment of the Checks and subject to the terms of the Deposit Account Agreement.
- 2.95 "Reallocation Instruction" has the meaning ascribed in Article XIX Section 19.11.
- 2.96 "Reasonable Attorneys' Fees" means and includes reasonable attorney's fees, allocated costs of staff counsel, fees and expenses of litigation, and any other fees and expenses incurred in enforcing any provision of this Agreement.
- 2.97 "Regular Program Deposit" has the meaning ascribed in Article XIX Section 19.07.
- 2.98 "Regular Program Withdrawal" has the meaning ascribed in Article XIX Section 19.08.
- 2.99 "Regulations" has the meaning ascribed in Article XI Section 11.12.
- 2.100 "Related Items" has the meaning ascribed in Article III Section 3.06.
- 2.101 "Relationship Officer" means Bank account officer, lending officer, or other Bank officer who assists you in managing your Accounts and the Services we provide.
- 2.102 "Remotely Created Check" means a demand draft, also known as a remotely created check, tele-check, check by phone, check by fax, or echeck, is a check created by a merchant with a buyer's checking account number on it, but without the buyer's original signature.
- 2.103 "Required Deposit Balance" has the meaning ascribed in Article III Section 3.31.
- 2.104 "Reserve Percentage" has the meaning ascribed in Article V Section 5.03.
- 2.105 "Retention Period" has the meaning ascribed in Article XI Section 11.06.
- 2.106 "Same-Day Deposit Cutoff Time" has the meaning ascribed in Article XIX Section 19.07.
- 2.107 "Same-Day Program Deposit" has the meaning ascribed in Article XIX Section 19.07.
- 2.108 "Same-Day Program Withdrawal" has the meaning ascribed in Article XIX Section 19.08.
- 2.109 "Same-Day Withdrawal Cutoff Time" has the meaning ascribed in Article XIX Section 19.08.
- 2.110 "Scanner" has the meaning ascribed in Article XI Section 11.02.
- 2.111 "Schedule of Fees" means any schedule of fees published by Bank for the Service, as amended from time to time.
- 2.112 "Secondary Account" means an eligible Account designated by Client in the Service Documentation as a secondary account.
- 2.113 "Security Devices" has the meaning ascribed in Article III Section 3.39.
- 2.114 "Security Procedure" means, unless we agree otherwise with you, the applicable security procedure described in the Service Documentation or used by Bank for verifying the authenticity of Entries, requests, or instructions sent to Bank in the name of Client.
- 2.115 "Service" means a Treasury Management Service covered by this Agreement.
- 2.116 "Service Documentation" means this Agreement, any Application, User Guides, and any set-up forms, onboarding documentation, authorization forms, or other agreements required for Bank to provide a Service to Client.
- 2.117 "Service Provider" has the meaning ascribed in Article XIX Section 19.24.
- 2.118 "Service Terms" means the terms and conditions in this Agreement, including amendments, supplements, or addenda thereto, under which Bank provides a Service.
- 2.119 "Service Transaction" means any data, file, input, inquiry, image, order, instruction, request, electronic signal, or other information transmitted or delivered by or on behalf of Client to Bank in connection with the use of a Service, for processing, transmittal, settlement, compilation, disbursement, or other action by Bank in accordance with the terms of this Agreement, including any payment order, wire funds transfer, debit or credit Entry, coin or currency order, deposit, withdrawal, balance inquiry, Issue File, point-of-sale transaction, or purchase transaction.
- 2.120 "Settlement Reserve" has the meaning ascribed in Article XI Section 11.03.
- 2.121 "SMDIA" has the meaning ascribed in Article XIX Section 19.01.
- 2.122 "Software" means the programs and data files provided by Bank for use on a computer in connection with one or more particular Service.
- 2.123 "Special Instructions" has the meaning ascribed in Article XI Section 11.16.
- 2.124 "Statement Period Yield" has the meaning ascribed in Article XIX Section 19.05.
- 2.125 "Stop Payment Request" means an electronic or other format of message you send us to request that payment be stopped on an Entry or Check drawn on any eligible Account you have with us.
- 2.126 "Sub-Custodian" has the meaning ascribed in Article XIX Section 19.02.
- 2.127 "Subsidiary" means any entity in which more than 50% of the ownership interest is owned, directly or indirectly, by Client. The term "Subsidiary" does not include affiliates or other entities in which 50% or less of the ownership interest is owned, directly or indirectly, by Client.
- 2.128 "Substitute Check" has the meaning ascribed in Regulation CC or other applicable federal law or regulation.
- 2.129 "System" has the meaning ascribed in Article IV Section 4.01.
- 2.130 "Target Balance" means the balance amount designated by Client in the Service Documentation and with respect to the specified Account.
- 2.131 "Target Balance Account" has the meaning ascribed in Article X Section 10.02.
- 2.132 "TIN" has the meaning ascribed in Article XIX Section 19.16.
- 2.133 "Transaction Account" has the meaning ascribed in Article XIX Section 19.01.
- 2.134 "Triggering Event" has the meaning ascribed in Article XIX Section 19.06.
- 2.135 "UCC" means the Uniform Commercial Code, as adopted by the state whose law applies to a Service, as amended from time to time.

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2.136 “User Guide” means any written information we provide you, including information in electronic format, as amended from time to time, which contains detailed instructions regarding the use of a Service, including this Agreement and Materials.

2.137 “Website” means any internet website or digital or online access channel (including access through an application on any type of device, including, but not limited to, mobile devices) for use in accessing your Accounts or Services.

2.138 “ZBA” has the meaning ascribed in Article IX.

Article III. General Provisions

3.01 Limitation of Liability. In the performance of the Services required by this Agreement, Bank shall be entitled to rely solely on the information, representations, and warranties provided by Client pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. Bank shall be responsible only for performing the Services expressly provided for in this Agreement. Bank shall incur no liability or responsibility of any nature for any act or omission on its part or that of its officers, directors, employees or agents, provided the act or omission did not constitute gross negligence or willful misconduct in connection with the Service Documentation, the Services, or other services to be performed by Bank for Client. It is understood and agreed that mere clerical error or inadvertence without malice, or an honest mistake of judgment, shall not constitute gross negligence or willful misconduct. To the extent allowed by law, Bank shall be liable under this Agreement, and with respect to any of the Services to be performed hereunder or otherwise by Bank for Client, only for the lesser of (i) Client's actual damages due to claims arising solely from Bank's obligations to Client with respect to Service Transactions processed pursuant to this Agreement or (ii) the total fees paid by Client to Bank for the Services for the period of six (6) months immediately preceding the date of the alleged claim. In no event will Bank be liable for any indirect, incidental, special, consequential or punitive loss, damage, cost or expense of any nature or any economic loss or damage, expense and loss of business, profits or revenue, goodwill and anticipated savings, loss of or corruption to Client's data, loss of operation time or loss of contracts, whether or not the likelihood of such loss, damage, cost, or expense was known or contemplated by Bank and regardless of the legal or equitable theory of liability which Client may assert, including loss or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions. In no event shall Bank be liable to Client for attorneys' fees incurred by Client in any action brought by Client arising out of the Service Documentation or Bank's provision of Services. In no event shall Bank be liable for the acts or omissions of a contractor, processor, third party servicer or vendor used by Client or Bank, or any loss, cost, damage or expense incurred by any person or entity in connection therewith. If Bank substantially complies with the procedures in the Service Documentation, Bank shall be deemed to have exercised ordinary care and acted in good faith.

Bank shall not be responsible for acts or omissions of the Client, any person acting on behalf of Client, or any other person, including any Federal Reserve Bank, ACH Operator or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (“RDFI”), any beneficiary, beneficiary's bank or intermediary bank, and no such person shall be deemed Bank's agent.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING PROVISIONS, BANK SHALL BE EXCUSED FROM FAILURE TO ACT OR DELAY IN ACTING OR FROM THE UNAVAILABILITY OF ANY SERVICE, AND SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSSES ARISING THEREFROM IF SUCH FAILURE, DELAY OR UNAVAILABILITY IS CAUSED BY: (A) CLIENT'S FAILURE TO COMPLY WITH THE PHYSICAL AND ELECTRONIC SECURITY PROVISIONS OF THIS AGREEMENT; (B) INSUFFICIENT AVAILABLE

FUNDS IN CLIENT'S ACCOUNT OR INSUFFICIENT AVAILABILITY IN CLIENT'S LINES OF CREDIT (IF ANY); (C) MALFUNCTION OF OR DEFICIENCIES IN ANY OF CLIENT'S COMPUTER HARDWARE OR SOFTWARE, INTERNET SERVICE PROVIDER, TELEPHONE LINE OR TELEPHONE SERVICE PROVIDER, MODEM, OR OTHER EQUIPMENT, OR ANY ACTION OR INACTION ON THE PART OF ANY OF CLIENT'S SERVICE PROVIDERS; (D) CLIENT'S KNOWLEDGE OF A SERVICE MALFUNCTION AT THE TIME CLIENT ATTEMPTS TO INITIATE A SERVICE TRANSACTION; (E) FAILURE OF CLIENT TO PROPERLY FOLLOW OR COMPLY WITH ANY SERVICE DOCUMENTATION PROVIDED IN CONNECTION WITH THE SERVICES, THE TERMS AND PROVISIONS OF THIS AGREEMENT, OR OTHER AGREEMENTS GOVERNING THE SERVICES; (F) FAILURE OF CLIENT TO INITIATE A SERVICE TRANSACTION WITHIN PROCESSING DEADLINES SET BY BANK OR IMPOSED BY APPLICABLE LAW OR OPERATING RULE; (G) LOSS, THEFT, OR COMPROMISE OF CLIENT'S MATERIALS OR OTHER SECURITY PROCEDURES; (H) BANK'S REJECTION OF A SERVICE TRANSACTION IF BANK REASONABLY BELIEVES SUCH SERVICE TRANSACTION HAS NOT BEEN PROPERLY AUTHENTICATED OR IS FRAUDULENT, ERRONEOUS, OR ILLEGAL; (I) FAILURE OF CLIENT TO COMPLY WITH LIMITATIONS OR RESTRICTIONS APPLICABLE TO THE SERVICES; OR (J) LEGAL CONSTRAINT, INTERRUPTION OF TRANSMISSION OR COMMUNICATION FACILITIES, EQUIPMENT FAILURE, WAR, EMERGENCY CONDITIONS, ACTS OF GOD, STRIKES, LABOR DISPUTES, ACTS OF THE PUBLIC ENEMY, RIOTS, TERRORIST ATTACKS, INSURRECTION, MAJOR MATERIALS SHORTAGES, OR OTHER CIRCUMSTANCES BEYOND BANK'S CONTROL. IN ADDITION, BANK SHALL BE EXCUSED FROM FAILING TO TRANSMIT OR DELAY IN TRANSMITTING A SERVICE TRANSACTION IF SUCH TRANSMITTAL WOULD RESULT IN BANK'S 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.

You acknowledge that our Service fees have been established in contemplation of (a) these limitations on our liability, and (b) your agreement to review statements and notices promptly and to notify us immediately of any discrepancies or problems. The provisions of this Section 3.01 shall survive closure of your Account, termination of Services, or termination of all business with us.

3.02 Indemnification. Client shall be liable for, hold harmless, defend, and indemnify Bank and its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents, and employees, and all of their respective heirs, successors, and assigns (collectively the “Indemnified Parties”) from and against any and all Losses, including Losses imposed or incurred in connection with any claims, suits, or proceedings, to the extent that such Losses result from, arise out of, or relate to:

- (a) The Service Documentation;
- (b) The Services;
- (c) Any action or inaction by Bank in accordance with or reliance on any instructions or information received by Client or any person reasonably believed by Bank to be an authorized representative of Client;
- (d) A breach by Client of any obligations under this Agreement, including any covenants, representations, or warranties; or
- (e) Failure by Client to comply with Applicable Law;

provided that Client shall not have any obligation to indemnify the Indemnified Parties against Losses to the extent that such Losses result

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from or arise out of the gross negligence or willful misconduct of the Indemnified Parties. The provisions of this Section 3.02 shall survive closure of your Account, termination of Services, or termination of all business with us.

3.03 Exclusion of Warranties. BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU.

3.04 Changes to a Service. You may request, at any time, to change the processing instructions for any Service. We are not obligated to implement any requested changes until we have had a reasonable opportunity to act upon them. In making changes, we are entitled to rely on requests purporting to be from you. For certain changes, we may require that your requests be in writing, in a form and manner acceptable to us, or be from an Authorized Person you designate. Changes are subject to our approval.

3.05 Communications. Bank may electronically monitor or record any telephone communications with you. You consent to such recording. If our records about any communication are different from yours, our records will govern. Bank may record electronically and retain electronic records of oral or telephone conversations or data transmissions between Client and Bank, including any corporate representative, agent or attorney of Client. The decision of whether to record a particular conversation is within Bank's discretion, and Bank has no liability for failure to record. In the event of litigation in which Bank and Client or the Authorized Person or their agents or employees are adverse parties, any such recording may be admitted into evidence. Bank's comprehension of an oral or telephonic instruction shall be controlling if (1) there is a discrepancy between such oral or telephonic instruction and any written confirmation of such instruction (without regard to whether Bank has recorded such instruction), or (2) any available recording is all or partly unintelligible.

If we allow you to use electronic mail or communications via Services listed on our Website to initiate payment requests or other instructions with respect to a Service, you will be subject to the terms and conditions of this Agreement and must comply with the applicable procedures of that Service.

3.06 Confidentiality. Client acknowledges that Bank, its vendors, agents, subcontractors, or service providers may have a proprietary interest in the Services or any records, manuals, codes, files or systems ("Related Items") that Client is provided in connection with such Services and that such items remain the property of Bank its vendors, agents, subcontractors, or service providers, as applicable. Client also acknowledges that establishing Services may require certain information to be exchanged between Client and Bank relating to computer hardware systems, software systems, communications systems, data security systems, passwords, data formats, or other technological or procedural information (collectively "Confidential Information"). Client further acknowledges that such Confidential Information is necessarily of a proprietary and private nature in order for Bank to be able to maintain security over its systems, operations, and procedures and to protect such systems, operations, and procedures from unauthorized access or manipulation.

As a condition for Bank to provide information to Client relating to a Service, Client shall (a) keep such Confidential Information confidential, (b) implement commercially reasonable procedures to maintain its confidentiality, (c) use it only for the purposes for which it was disclosed, and (d) not disclose such information to any party other than those for whom the receipt of the Confidential Information is necessary for the establishment and ongoing provision of the Service.

Client shall ensure that its employees, directors, officers, partners, members, agents, or representatives maintain the confidentiality of the Confidential Information. If any of the provisions are breached, or

threatened to be breached, a remedy at law may be inadequate and, therefore, without limiting any other remedy available at law or in equity, an injunction, specific performance or other forms of equitable relief or money damages or any combination thereof shall be available to the non-breaching party. Bank shall be entitled to recover Losses resulting from the breach.

If Client ceases to use a Service, Client shall return to Bank all Confidential Information and Related Items it has received from Bank. Any and all promotional materials, advertising displays, emblems, and other items supplied to Client and not purchased by Client or consumed in use will remain the property of Bank and will be immediately returned to Bank or, if so advised by Bank, destroyed upon termination of the Service. Client will be fully liable for any and all Losses suffered or incurred by Bank, arising out of failure to return or destroy such materials following termination.

The provisions of this Section 3.06 shall survive closure of your Account, termination of Services, or termination of all business with us.

3.07 Cutoff Time. A number of our Services are subject to processing cutoff hours on a Business Day ("Cutoff Time"). You can obtain information on our current Cutoff Times by contacting your Relationship Officer. Instructions received after a Cutoff Time or on a day other than a Business Day may be deemed received as of the next Business Day.

3.08 Entire Agreement. This Agreement, as it may be amended from time to time as herein provided, including any exhibits or Addenda hereto and any applicable Service Documentation embodies the entire agreement between the parties hereto in respect of the provision by Bank and use by Client of the Services, and neither party is bound by any previous representations or agreements of any kind regarding the provision by Bank and use by Client of the Service except as herein contained or incorporated; provided, that the terms and provisions of this Agreement supplement but do not displace any existing Deposit Account Agreement between Bank and Client governing Client's Account with Bank and any Security Procedure or software license agreement previously agreed upon unless we notify you otherwise in writing. This Agreement may not in any way be explained or supplemented by a prior or existing course of dealings between the parties or by any other prior performance between the parties with respect to a Service provided pursuant to this Agreement or otherwise. Client further acknowledges that no oral representations or communications by Client or any of Bank's agents, employees or representatives, which vary the terms and conditions of this Agreement, shall constitute a modification or amendment of the terms and conditions of this Agreement. Current User Guides are available upon request.

3.09 Hierarchy of Documents. In the event of a conflict between the terms of this Agreement, the terms of any existing Deposit Account Agreement between Client and Bank (or the terms of any other governing agreement, document, or instrument affecting the Service Transactions contemplated by this Agreement, including, any applicable User Guide or Materials), and/or Applicable Law, the conflicting terms, to the extent possible and reasonable, shall be interpreted and construed so as to harmonize with each other.

If there is a conflict between the documents that comprise the Service Documentation, the documents will govern in the order listed below.

- (a) The Service Terms.
- (b) The Application.
- (c) The General Terms.
- (d) The Deposit Account Agreement.
- (e) User Guides.
- (f) Any relevant set-up forms for the Services.

The terms contained in the Service Documentation are not intended to conflict with and will not override any legal or regulatory requirements to which the Bank is subject. If there is a conflict between the Service Documentation and Applicable Law, Bank shall be entitled

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to take, or omit to take, any action it considers necessary to comply with such Applicable Law, and such action or omission will not constitute a breach of Bank's obligations under the Service Documentation and such action or omission will be binding on Client.

3.10 Information Processing and Reporting. We offer a number of Services which require us to receive, process, and report information involving your Accounts and Service Transactions. Client shall electronically transmit any files to Bank by strictly agreed upon file format and transmission method. Bank will not be responsible for determining the amount, accuracy, timeliness, or completeness of any information which you or others provide to us. We shall be protected in acting on any oral or written request, whether received by telephone, U.S. mail, and fax, email, via the internet or other means of communication, believed in good faith to be genuine and to have been made by you or your authorized agents. Bank will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in the Service Documentation. Unless otherwise agreed in writing, we will not be required, by means of the Security Procedures or otherwise, to detect errors in the transmission (including duplicate transmissions) or content of any data or information we receive from you or third parties.

You acknowledge that it is not possible for Services to be totally free from operator, programming, or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). Client shall review and verify all results and maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by Applicable Law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to submit corrected reports at our own expense. Client shall maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your Service Transactions (e.g., in the event of a telecommunication failure). If we are unable to provide a Service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

Client shall, at its sole cost and expense, use computer hardware and software that meets all technical requirements for proper delivery and that fulfills Client's obligation to obtain and maintain secure access to the internet.

Client is 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 Services. Client shall be solely responsible for the operation, maintenance and updating of all equipment, software, and services used in connection with the Services and the cost thereof, and shall perform, or cause to be performed, all recommended maintenance, repairs, upgrades and replacements, and such performance shall be rendered by properly trained personnel, whether they are employees of Client or third-party employees.

3.11 Notifying Us of a Problem. You shall notify us immediately if you discover:

- (a) Any error or discrepancy between your records and the information we provide to you about your Accounts or Service Transactions (e.g., in a statement, confirmation, or electronic report);
- (b) Unauthorized Service Transactions involving your Accounts or records;
- (c) A breach in the confidentiality of the Security Procedures; or
- (d) Other problems related to the Services.

Unless specified in this Agreement or as subsequently modified elsewhere, you must send us a written notice of the discrepancy or other problem, including a statement of the relevant facts, within the time frame as specified in the Deposit Account Agreement. The provisions of

this Section 3.11 shall survive closure of your Account, termination of Services, or termination of all business with us.

3.12 Overdrafts. With respect to a Service, we may, at our sole discretion, allow an overdraft to occur in your Account. In that event, Client 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 Client as a result of an overdrawn Account based upon the Bank's Deposit Account Agreement and pricing schedules. If Bank elects to pay your 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 Client with Bank that are not designated for use with the Service at issue if Bank processes the Service Transaction and the designated Account does not have sufficient balances to settle for the Service Transaction. Bank may process Service Transactions in any order convenient to Bank and Bank may charge items, including settlement for Service Transactions, in any order or sequence selected by Bank.

3.13 Security Interest. To secure the payment and performance of Client's obligations set forth herein, Client grants to Bank a security interest in and pledges and assigns to Bank all of Client's right, title, and interest in the following described property, whether now owned or hereafter existing or acquired and wherever located: (a) all monies, documents, investment property, instruments, savings, checking and other accounts of Client (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 Client to Bank under this Agreement or any other obligation of Client 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.

3.14 Financial Information; Audits; and Credit Reports. Bank may, from time to time, request information from Client in order to evaluate a continuation of a Service to be provided by Bank and/or an adjustment of any limits set by this Agreement. Client agrees to provide the requested information immediately upon request by Bank, in the form required by Bank. Upon request by Bank, Client authorizes Bank to enter Client's business premises for the purpose of ensuring that Client is in compliance with this Agreement and Client specifically authorizes Bank to perform an audit of Client's operational controls, risk management practices, staffing, and the need for training and ongoing support, and information technology infrastructure. Bank shall have the right to mandate specific internal controls at Client's location and Client shall comply with any such mandate. In addition, Client shall allow Bank to review available reports of independent audits performed at Client location related to information technology, the Services, and any associated operational processes. If requested by Bank, Client will complete a self-assessment of Client's operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by Bank in an audit of Client. If Client refuses to provide the requested information, or if Bank concludes, in its sole discretion, that the risk of Client is unacceptable, or if Client refuses to give Bank access to Client's premises, Bank may terminate the Services immediately in accordance with Section 3.16(a).

Additionally, Client authorizes Bank to obtain credit reports or other information about Client from time to time as Bank deems necessary in its sole discretion. Client's use of the Services may be subject to credit approval. You hereby authorize us to obtain credit reports or other information about you and verify or reverify any information contained in this Agreement at any time, either directly or through a credit reporting agency.

3.15 Representations and Warranties. On and as of each day we provide any Service to you, you represent and warrant to us that:

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- (a) None of the Accounts have been established or are being or will be used for personal, family, or household purposes, and you are not a "consumer" as defined by 12 U.S. Code § 5481;
- (b) The Services Client receives pursuant to the Service Documentation are for business or commercial purposes only and are not primarily for personal, family, or household purposes;
- (c) You will use the Services only for your own internal business use in accordance with the terms of this Agreement;
- (d) Your agreement to each provision contained in this Agreement is a duly authorized, legal, valid, binding and enforceable obligation;
- (e) The debiting of any Account as provided in this Agreement is not inconsistent with any restriction on the use of that Account;
- (f) All approvals and authorizations required to permit the execution and delivery of this Agreement and any other necessary documentation, and the performance and consummation by you of the Service Transactions contemplated under any Service, have been obtained, including due authorization from each applicable third party to allow you to transfer funds from and access information from such party's account;
- (g) There is no action, suit or proceeding pending or, to your knowledge, threatened, which if decided adversely, would impair your ability to carry on your business substantially now as conducted or which would adversely affect your financial condition or operations;
- (h) Your performance of your obligations will not violate any law, regulation, judgment, decree, or order applicable to you; and
- (i) All information provided by you to Bank is true, complete and accurate and properly reflects the business, financial condition and principal partners, controlling owners or officers, of Client. You are not engaged in, or affiliated with, any businesses, products or methods of selling other than those disclosed by you to Bank.

3.16 Termination. Client or Bank may terminate some or all of the Services, with or without cause, by giving thirty (30) days prior notice to the other party.

- (a) In addition, Bank may terminate the Services immediately if:
 - (i) You breach any agreement with us;
 - (ii) You use the Services in violation of Applicable Law;
 - (iii) The confidentiality of the Security Procedures is compromised;
 - (iv) We have reason to believe that an unauthorized Service Transaction has taken or may take place involving your Account or a Service;
 - (v) You become insolvent or the subject of a bankruptcy or dissolution proceeding;
 - (vi) You make any assignment for the benefit of creditors;
 - (vii) You fail generally to pay your debts as they become due;
 - (viii) Any material adverse change occurs in your financial condition; or
 - (ix) We are uncertain as to any person's authority to give us instructions regarding your Accounts or the Services.
- (b) If a Service you are using is terminated for any reason, you will do the following:
 - (i) Immediately stop using any Materials relating to the terminated Service;
 - (ii) Erase or delete any Software we have provided relating to the terminated Service; and
 - (iii) At our option, either return to us or destroy all Materials relating to the terminated Service.

These obligations will continue after a Service you are using has been terminated. Once the termination by you or us of your right to use a Service takes effect, we can, but we will not have to, process any order

described in this Agreement that is given to us before the termination takes effect. Termination of a Service you use does not affect your payment obligations for Services we provide to you before the Service is terminated or any other obligations which survive termination.

3.17 ARBITRATION AND WAIVER OF JURY TRIAL. ANY CONTROVERSY, CLAIM, OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR CLIENT'S USE OF SERVICES DESCRIBED IN THE SERVICE DOCUMENTATION SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATION SHALL BE GOVERNED BY THE UNITED STATES ARBITRATION ACT (TITLE 9, U.S. CODE). CLIENT AGREES TO VENUE IN THE FEDERAL JUDICIAL DISTRICT WHERE YOUR PRINCIPAL PLACE OF BUSINESS IS LOCATED, SUBJECT TO APPLICABLE LAW OR WRITTEN AGREEMENT OTHERWISE. NO DISPUTES MAY BE ARBITRATED ON A CLASS ACTION BASIS.

WITHOUT REGARD TO THE FOREGOING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE SERVICE DOCUMENTATION, AND AS PERMITTED BY APPLICABLE LAW, ANY DISPUTE OR CONTROVERSY THAT ARISES FROM AN ELECTRONIC FUNDS TRANSFER SERVICE WILL BE DECIDED BY A JUDGE WITHOUT A JURY IN A UNITED STATES OF AMERICA FEDERAL OR STATE COURT (EXCEPT AS EXPRESSLY AGREED OTHERWISE IN WRITING). IF ANY CONTROVERSY, CLAIM, OR DISPUTE IS NOT SUBJECT TO ARBITRATION FOR ANY REASON, CLIENT WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING AND AGREES THAT SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A JUDGE WITHOUT A JURY.

NO PART OF THIS PROVISION SHALL LIMIT THE RIGHT OF BANK TO EXERCISE: (I) ANY SELF-HELP REMEDIES (INCLUDING SETOFF); (II) THE RIGHT TO REALIZE UPON OR FORECLOSE AGAINST, OR ANY OTHER RIGHTS WITH RESPECT TO, ANY PERSONAL OR REAL PROPERTY COLLATERAL; (III) THE RIGHT TO OBTAIN THE APPOINTMENT OF A RECEIVER; OR (IV) THE RIGHT TO BRING A JUDICIAL OR OTHER ACTION (OR TO FILE A CLAIM IN BANKRUPTCY) TO RECOVER ANY SUM OF MONEY OWING FROM CLIENT. THE INITIATION OF ANY COURT PROCEEDING BY BANK SHALL NOT OPERATE AS A WAIVER OF THE RIGHT OF BANK TO ARBITRATE ANY COUNTERCLAIM OR SIMILAR CLAIM THAT IS ASSERTED BY ANY CLIENT IN SUCH PROCEEDING.

NOTHING HEREIN SHALL PRECLUDE ANY PARTY FROM SEEKING PROVISIONAL OR ANCILLARY REMEDIES OR OTHER TRADITIONALLY EQUITABLE RELIEF (OTHER THAN A STAY OF ARBITRATION) THAT DOES NOT INVOLVE A CLAIM FOR MONETARY DAMAGES FROM ANY COURT, AGENCY OR TRIBUNAL BEFORE, AFTER OR DURING THE PENDENCY OF ARBITRATION.

THE PROVISIONS OF THIS SECTION 3.17 SHALL SURVIVE CLOSURE OF YOUR ACCOUNT, TERMINATION OF SERVICES, OR TERMINATION OF ALL BUSINESS WITH US.

3.18 No Third Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors and permitted assigns, and the parties do not intend to confer third-party beneficiary rights upon any other person.

3.19 No Waiver. No provision of this Agreement shall be deemed to have been waived by Bank unless such waiver is in writing and is signed by an authorized representative of Bank, and any such waiver shall be effective only for the specific purpose for which it is given and in the specific instance in which given. The failure of Bank to seek redress for violation of, or to insist upon the strict performance of, any



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covenant or condition of this Agreement in any instance shall not be construed as a waiver or relinquishment for the future performance of such obligations, and such obligations shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.

3.20 Construction. This Agreement (1) is an agreement between parties who are experienced in sophisticated and complex matters similar to the transactions contemplated by this Agreement, (2) is entered into by both parties in reliance upon the economic and legal bargains contained herein, and (3) shall be interpreted and construed in a fair and impartial manner without regard to such factors as the party which prepared the instrument or drafted any provision thereof, the relative bargaining powers of the parties, or the domicile of any party.

3.21 Interpretation. The captions and headings contained in this Agreement are for convenience of reference only and shall not be used to limit the applicability or meaning of any provisions of this Agreement. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders where the context so requires. The use of the singular form shall include the plural, and the use of the plural shall include the singular, where the context so requires. The term "including" does not imply exclusion.

3.22 Governing Law. Except as otherwise provided in the Service Documentation, this Agreement is to be construed in accordance with and governed by the internal laws of the State of New York (as permitted by Section 5-1401 of the New York General Obligations Law or any similar successor provision), without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New York to the rights and duties of the parties, subject to any superceding United States federal law, rule or regulation applicable to a national banking institution. For purposes of any action or proceeding arising out of this Agreement, the parties expressly submit to the jurisdiction of all federal and state courts located in the State of New York. Service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail, postage prepaid, to a party's address set forth in this Agreement or to such other address of which the other party shall have been notified. Nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction.

3.23 Reimbursement. Any reimbursement by Bank for any liability hereunder may be made either directly to Client or by adjustment of the aggregate ledger and collected balances of Client's Accounts.

3.24 Interest Calculations. Any interest payments due by either party pursuant to UCC Article 4A shall be calculated at an annual rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved.

3.25 Notices. Except as otherwise expressly provided herein, Bank shall not be required to act upon any notice or instruction received from Client or any other person, or to provide any notice or advice to Client or any other person with respect to any matter. Notwithstanding the foregoing, should Bank act upon any notice or instruction, Bank shall have a reasonable time in which to act, after actual receipt of the notice or instruction.

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 Person, Authorized Signer, and/or Authorized User, and any such communication shall be deemed to have been signed by such person. Client may change an Authorized Account, Authorized Person or Authorized User from time to time by notifying the Bank in a form to be prescribed by Bank and certified by an Authorized Person. Bank shall have a reasonable time to update its records and to acknowledge any such notice received. Notices are effective upon receipt, except as otherwise provided in the Service Documentation.

Any written notice or other written communication required or permitted to be given under this Agreement may be delivered to:

(a) IF TO BANK:

By postal mail, overnight courier, or email to:
Sterling National Bank

Attn: Corporate Services Support
21 Scarsdale Road, Yonkers, NY 10707
855-274-2800

corporateservicessupport@snb.com

(b) IF TO CLIENT:

By postal mail, overnight courier, email at the address provided by you on the Service Documentation, if you are an Online Banking Services Client, by posting to your online account.

3.26 Tapes and Records. Magnetic tapes and other data storage media, Entries, Security Procedures and related records used by Bank for Service Transactions contemplated by this Agreement shall be and remain Bank's property. Bank may, at its sole discretion, make available such information upon Client's request. Any expenses incurred by Bank in making such information available to Client shall be paid by Client.

3.27 Cooperation in Loss Recovery Efforts. In the event of any damages for which Bank or Client may be liable to each other or to a third party pursuant to the Services provided under this Agreement, Bank and Client 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.

3.28 Conflicting Demands or Notices. In the event of any disagreement hereunder, or if conflicting demands or notices are made upon Bank relating to Service Documentation, the Services, or any Item or amount received by Bank hereunder, Bank may, at its option, refuse to comply with any such claims or demands on it, refuse to take any other action hereunder with regard to the subject matter if the dispute continues, and in such event, Bank shall not be or become liable to any person for its failure or refusal to act and Bank shall be entitled to continue to refrain from acting until (a) the rights of all parties shall have been fully and finally adjudicated by a court of competent jurisdiction, or (b) all differences shall have been adjusted and all doubt resolved by agreement among all interested persons. In case of conflicting claims or disputes with respect to, or any uncertainty on the part of Bank as to the validity of, any such change, Bank need not recognize or give effect thereto and may continue to act upon the authority of this Agreement unless fully indemnified to its satisfaction against all Losses arising therefrom. In addition, under such circumstances Bank is authorized to refuse to act with respect to any payment order without any liability by reason of such refusal, until Bank (a) is fully indemnified to its satisfaction against all Losses arising therefrom, or (b) is served with an order of a court of competent jurisdiction directing Bank to act, or not to act, in accordance with such change; and Bank shall also, at all times, be authorized but not required to bring an action for a declaratory judgment or an interpleader or similar action to determine the proper disposition of the funds in the Authorized Account. In case of any such dispute or uncertainty, Bank shall be entitled to be reimbursed for all costs and expenses incurred in connection therewith, including reasonable attorneys' fees and the costs and expenses of bringing any legal action permitted by this Agreement and shall have the right to deduct all of the same from the balance of any of Client's Accounts.

3.29 Payment for Services. Client shall pay Bank for Services provided under this Agreement in accordance with Bank's applicable Schedule of Fees. Such charges do not include, and Client shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to such Services, and any fees or charges provided for in the Deposit Account Agreement between Bank and Client. Bank may charge the Authorized Account, as well as any other Account of the Client with Bank, for any charges or fees due to it. If Client does not pay fees within thirty (30) days as provided herein, such failure shall constitute a breach of this Agreement and Bank may terminate this



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Agreement as provided herein. Bank's election to terminate this Agreement shall be in addition to other remedies available to Bank.

3.30 Assignment. Client may not assign, or suffer or permit an assignment (by operation of law or otherwise) of, its rights or obligations under or interest in this Agreement without the prior written consent of Bank. Any purported assignment or other disposition by Client, except as permitted herein, shall be null and void. In the event of a breach of this provision, Bank shall have the option, in addition to any other remedy available at law or in equity, to terminate this Agreement at any time after such breach.

Bank may assign the rights and delegate the duties under this Agreement to a company affiliated with Bank or to any other party, and this Agreement is binding upon Bank's successors and permitted assigns.

3.31 Required Deposit Balance. You shall maintain the minimum collected balance ("Required Deposit Balance") in the amount and in the Account specified by us.

3.32 Data and Information Supplied by You. You shall transmit or deliver data and other information in the format and on the media as required by us in conjunction with rendering the Service(s) selected by you. You shall have the sole responsibility of ensuring the accuracy and correctness of the data transmitted. In accordance with the error detection provisions, you acknowledge that we will not examine the data for correctness, and we will not have any responsibility for detecting errors or duplicates you transmit. The data must be legible, correct and complete. We will not process, and we will not be liable to you for failure to process, the data if it is not in the format specified by us or if the data is incomplete. We will not be liable for errors or omissions caused by data that is rejected as the result of your failure to provide the data in accordance with the standards specified in the Agreement or as otherwise required by us.

3.33 Service Limits. Bank may establish limits or restrictions on Services provided under this Agreement, and Bank may establish and amend those limits in our sole discretion from time to time. The limits or restrictions may apply to Service Transaction amounts, types of Accounts that are eligible for the Services, the frequency of the Service Transactions, or any other limits or restrictions that we deem necessary. You shall abide by and honor the limits or restrictions we establish. Any such limits or restrictions are solely for the protection of the Bank and its assets, and we shall have no liability to you for refusal to process any Service Transaction or to act on any request by you that exceeds the limits or restrictions we establish.

3.34 Dual Authorization. For certain Services, Bank may require or permit one Authorized User to enter a request and a different Authorized User to approve a request. If Client opts out of any such dual authorization feature, Client accepts all associated liability. The provisions of this Section 3.34 shall survive closure of your Account, termination of Services, or termination of all business with us.

3.35 Amendment of Services and Agreement. Bank may (from time to time in its sole discretion) change, add or delete any of the terms and conditions applicable to any or all Services at any time. Bank generally will try to inform Client of the nature of any material changes prior to the effective date of the change. Bank will make the updated terms available on the Website or through other means Bank communicates to Client. Client agrees that, by continuing to use any Service after amendments, variances, supplements or substitutions (collectively "Changes") to this Service Documentation have been posted on the Website, such Changes are effective when posted for Services provided after that date, whether or not Client accesses the Website or otherwise receives actual notice of the Changes. Bank may, in its sole discretion, discontinue a Service and subsequently remove such written Service Terms from the current version of this Agreement. If Client is allowed to continue using the Service despite this change, absent another agreement Client will continue to be bound by the prior

(and subsequently deleted) Service Documentation applicable to that Service.

At any time Bank may require Client to execute additional agreements or documentation for the provision of any new Service used by Client or to continue use of any Service after Changes. In such case, Bank may withhold the provision of the Service until such additional agreements or documentation have been executed by Client.

3.36 Checks and other MICR Documents. You shall purchase all Checks and other Magnetic Ink Character Recognition ("MICR") documents from vendors we select or approve. In the event that you select your own vendor for Checks or other MICR documents, you must submit sample documents to us for testing before a Service is rendered. Checks and other MICR documents must meet American National Standards for Financial Services standards and Bank specifications. If you encode the amount or other information on Checks, deposits or other items in magnetic ink, you warrant that the information encoded is accurate and correct. Without regard to whether you purchase MICR items from a vendor selected by you or by us, whether the MICR items meet our specifications, or whether you encode your own items, the reject rate of the MICR items shall not exceed the rate established by us. If the reject rate of your MICR documents exceeds our established reject rate, we may, at our option, discontinue rendering the affected Service or assess additional fees for rendering the Service.

3.37 Remotely Created Checks. If you use a Service wherein you create or deposit a Remotely Created Check you warrant to us that the person on whose account the Remotely Created Check is drawn authorized the issuance of the Check in the amount stated on the Check and to the payee stated on the Check.

3.38 No Obligation to Lend Money. You and we covenant and agree that nothing in this Agreement shall be deemed to constitute a credit facility of any kind or nature whatsoever in favor of you even if the Services rendered are in conjunction with a line of credit or even if a supplemental agreement makes reference to a line of credit. You represent and warrant to us that you understand and acknowledge that this Agreement does not create any right to borrow funds from us and that we have no obligation to lend funds to you in providing the Services that are the subject of this Agreement.

3.39 Security Procedures. The Client shall comply with the Security Procedures described in the Service Documentation. Client acknowledges and agrees that the Security Procedures, including any code, password, personal identification number, Authorized User identification technology, token, certificate, or other element, means, or method of authentication or identification used in connection with a Security Procedure ("Security Devices"), constitute commercially reasonable security procedures under Applicable Law. For use of Services, Client authorizes Bank to follow any and all instructions entered and Service Transactions initiated using applicable Security Procedures unless and until Client has notified Bank, according to notification procedures prescribed by Bank, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than the Authorized Users and until Bank has had a reasonable opportunity to act upon such notice. Client agrees that the initiation of a Service Transaction using applicable Security Procedures constitutes sufficient authorization for Bank to execute such Service Transaction and Client agrees and intends that the submission of Service Transactions using the Security Procedures shall be considered the same as Client's written signature in authorizing Bank to execute such Service Transaction. Client shall be bound by any and all Service Transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all Service Transactions and activity otherwise initiated by Authorized Users, to the fullest extent allowed by law. Bank shall be entitled to deem any person having knowledge of any Security Procedure to be an Authorized User. The Security Procedures are not designed to detect error in the transmission or content of communications or Service

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Transactions initiated by Client, and Client shall bear the sole responsibility for detecting and preventing such error.

Client shall appoint and designate one or more administrators ("Administrator") to whom Bank shall distribute Security Devices and with whom Bank shall otherwise communicate regarding Security Procedures. Where applicable, Client's Administrator shall have responsibility to distribute Security Devices to Authorized Users and to ensure the proper implementation and use of the Security Procedures by Authorized Users. Depending on the Service at issue, the Administrator may also be responsible for designating Authorized Users who Client authorizes to issue Service Transactions on its behalf. The Bank shall be entitled to rely on the designations made by the Administrator and shall not be responsible for matching the names of the Authorized Users designated by the Administrator to names or titles listed in Client's banking resolutions. Any such online Service Transactions shall comply with the Security Procedures, which are subject to change without notice to Client.

Client shall keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to Authorized Users. Client shall instruct each Authorized User not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. Client shall notify Bank immediately, according to notification procedures prescribed by Bank, if Client believes that any Security Procedures or Security Device has been stolen, compromised, or otherwise become known to persons other than Authorized Users, or if Client believes that any Service Transaction or activity is unauthorized, duplicated, or in error. In the event of any actual or threatened breach of security, Bank may issue Client a new Security Device or establish new Security Procedures as soon as reasonably practicable, but Bank shall not be liable to Client or any third party for any delay in taking such actions. Bank reserves 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 Bank's sole discretion. Bank will endeavor to give Client reasonable notice of any change in Security Procedures; provided that Bank may make any change in Security Procedures without advance notice to Client if Bank, in its judgment and discretion, believes such change to be necessary or desirable to protect the security of Bank's systems and assets. Client's implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute Client's agreement to the change and Client's agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

3.40 Physical and Electronic Security. Client is solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in Client's possession or under Client's control. Bank is not responsible for any computer viruses (including programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system or Service. Any material downloaded or otherwise obtained is obtained at Client's own discretion and risk, and Bank is not responsible for any damage to Client'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. Client is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to Client's systems, and for protecting, securing, and backing up any data and information stored in or on Client's systems. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Client's systems or accessed through an internet connection. Client shall be responsible for protecting itself and being vigilant against email fraud and other internet frauds and schemes (including fraud commonly referred to as "phishing" and "pharming"). Client shall educate

Authorized Users, agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. Client acknowledges that Bank will never contact Client by email in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information. In the event Client receives an email or other electronic communication that Client believes, or has reason to believe, is fraudulent, then neither Client 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. Bank is not responsible for any losses, injuries, or harm incurred by Client as a result of any electronic, email, or internet fraud. In the event of a breach of the Security Procedure, Client shall assist Bank in determining the manner and source of the breach. Such assistance shall include providing Bank or Bank's agent access to Client's hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. Client shall provide to Bank any analysis of such equipment, device, or software or any report of such analysis performed by Client, Client's agents, law enforcement agencies, or any other third party. Failure of Client to assist Bank shall be an admission by Client that the breach of the Security Procedure was caused by a person who obtained access to transmitting facilities of Client or who obtained information facilitating the breach of the Security Procedure from Client and not from a source controlled by Bank.

3.41 Proprietary Software. Client acknowledges that Bank or its vendors, agents, subcontractors, or service providers own all right, title and interest in and to the Services and any accompanying products, names, processes, procedures, methods, equipment, documentation and applications. Client further acknowledges that all right, title and interest, including all worldwide copyrights, patents, trade secrets, trademarks and confidential and proprietary information and rights in the Services, including all corrections, revisions, modifications, enhancements and derivative works thereof, are and shall be owned exclusively by Bank or its vendors, agents, subcontractors, or service providers. The Services may contain trade secrets and other valuable confidential information which are the property of Bank or its vendors, agents, subcontractors, or service providers, and Client shall not, directly or indirectly, copy, reproduce, distribute, transfer, reverse-engineer, decompile or disassemble the Service or any portion thereof.

3.42 Software Terms of Use. This Section 3.42 applies to all Software Bank provides to Client, unless a separate license agreement is provided for specific Software (including any "click-wrap" Software license Client may receive), as well as the use of any Website. In addition to any other terms and conditions applicable to the use of Software or Website, Client agrees as follows to these terms of use:

- (a) Bank hereby grants Client a non-transferable, non-exclusive, revocable and limited right to access and use Software and/or the Website in accordance with the terms and conditions of the Service Documentation and any other applicable documentation between Client and Bank.
- (b) Client's right to access and use Software and/or the Website will terminate upon the occurrence of any one of the following events: (i) the relationship between Client and Bank is terminated for any reason; (ii) the Service for which client is using the Software and/or Website is terminated; (iii) Client breaches any of the terms of this Section 3.42; (iv) Client attempts to use the Software and/or Website and/or any Service in an illegal or unauthorized manner, including in contravention of this Section 3.42; (v) Bank, for whatever reason, ceases to be entitled or permitted to grant to Client the right to access and use the Software and/or Website, or (vi) lengthy non-use of or access to the Website, which in the Bank's discretion constitutes abandonment.
- (c) Bank reserves the right to suspend Client's access to, and use of, the Software and/or Website upon notice to Client of a

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violation of any of the terms and conditions in this Section 3.42. In addition, Bank may suspend Client's access to, and/or use of, the Software and/or Website immediately without notice where such action may be required to prevent interference with or disruption to Services to Bank's or its affiliates' other customers, to protect the integrity of Bank's or its affiliates' systems, or as may be required by law or regulation.

- (d) Client and its employees and agents will follow all of Bank's instructions concerning the access to and use of the Software and/or Website. Client is solely responsible for any and all acts and omissions that occur under its account or password. Client agrees not to engage in, and will ensure that its employees and agents do not engage in, unacceptable use of the Software and/or Website, including but not limited to the following activities: (1) creating a false identity or otherwise attempting to mislead any person as to Client's identity or the origin of any communication transmitted through the Website; (2) authorizing or attempting to authorize activities for which Client does not have full authority to conduct such activities; (3) disseminating or transmitting any materials or messages that do not pertain to the intended use of the Website or that contain anything that is obscene, defamatory, harassing, offensive or malicious; (4) disseminating or transmitting files, graphics, software or other material that actually or potentially infringes the intellectual property right of any person or entity; (5) interfering with, disrupting, or attempting to gain unauthorized access to information or other accounts through the Website hosted by Bank or any of its affiliates; or (6) attempting to copy, modify, or reverse engineer the Website. Bank may rely on the instructions of any Authorized Users, and Bank will have no liability for following any such instruction. Client is responsible for all actions taken or purportedly taken by any Authorized User with regard to the Software and/or Website.

3.43 Settlement. Bank is not obligated by this Agreement to honor, execute, or accept any Service Transaction. If Bank elects to accept Service Transactions issued by Client, subject to any Authorized User's level of authority that may be required by a Service as set forth in the Service Documentation, as applicable, Client agrees to settle for all Service Transactions issued by Client, Client's Authorized Users or Authorized Signers, or Service Transactions otherwise made effective against Client. Settlement shall be made by Client to Bank in any manner specified by Bank. Notwithstanding the foregoing, Bank is hereby authorized to charge the Authorized Account as settlement for Service Transactions issued by Client. Client shall maintain sufficient available funds in the Authorized Account to settle for the Service Transaction at the time that the Service Transaction is issued. In the event the Authorized Account or any other Client Account does not have collected funds sufficient on the settlement date to cover the total amount of all Service Transactions to be paid on such settlement date, Bank, in its sole discretion, may take any of the following actions:

- (a) Refuse to process all Service Transactions, in which event Bank shall return the data relating to such Service Transactions (if any) to Client, whereupon Bank shall have no liability to Client or to any third party as a result thereof; or
- (b) Process that portion of the Service Transactions as Client has sufficient collected 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 Service Transactions (if any) as are not processed to Client, whereupon Bank shall have no liability to Client or any third party as a result thereof; or
- (c) Process all Service Transactions and thereby create an overdraft.

3.44 Rejection of Service Transactions. Bank has no obligation to accept Service Transactions and therefore may reject any Service Transaction issued by Client. Bank has no obligation to notify Client of the rejection of any Service Transaction, but Bank may do so at its option. Bank shall have no liability to Client for rejection of a Service Transaction and, if the Service Transaction would result in the debit of funds from Client's Authorized Account, shall not be liable to pay interest to Client even if the amount of Client's Service Transaction is fully covered by a withdrawable credit balance in an Authorized Account of Client or Bank has otherwise received full payment from Client.

3.45 Cancellation or Amendment by Client. Client shall have no right to cancel or amend any Service Transaction after its receipt by Bank. However, Bank may, at its option, accept a cancellation or amendment by Client. If Bank accepts a cancellation or amendment of a Service Transaction, Client must issue the cancellation or amendment in accordance with the Bank's Security Procedure, and Bank may use reasonable efforts to cancel or amend the Service Transaction as requested; provided, however, Bank shall have no liability if such cancellation or amendment is not acted on.

3.46 Use of Identifying Numbers. Client is notified, and hereby acknowledges, that in executing or otherwise acting on a Service Transaction Bank shall rely solely and exclusively upon identifying account or identification numbers of the recipient, the recipient's bank or the intermediary bank and shall not rely on the name of the recipient or bank. Likewise, acceptance of a Service Transaction may be made by a recipient's bank on the basis of an identifying or bank account number even if it identifies a person different from the named recipient. Further, receiving banks may rely on the identifying number for any intermediary banks or the recipient's bank without regard to the bank names. Client is liable for and must settle with Bank for any Service Transaction initiated by Client that identifies the recipient 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 account number or any bank and its identifying number contained in a Service Transaction, and Client shall be responsible for any inconsistencies.

3.47 Prohibited Transactions. Unless you have our prior written consent, you may not: (a) permit a third party to initiate Service Transactions on your behalf; or (b) use the Services to process transactions on behalf of others. You shall not use or attempt to use the Services 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, (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, (e) engage in any transaction or activity that would result in the Services being used in a computer service bureau business, timesharing, or for the benefit of any third party, or (f) engage in any transaction or activity that is not specifically authorized and permitted by the Service Documentation. Bank has no obligation to monitor your use of the Services for transactions and activity that is impermissible or prohibited under the terms of the Service Documentation. However, Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of the Service Documentation.

3.48 Relationship of Parties. Nothing contained in this Agreement creates any agency, fiduciary, joint venture or partnership relationship between Bank and Client.

3.49 Furnishing Information. Upon request, Client will provide Bank with any Service Transaction information necessary for Bank to handle inquiries and tracing, or otherwise to comply with applicable laws and regulations relating to Service Transactions, including dollar amounts, accounts affected, or dates, names, account numbers, or identifying numbers of beneficiaries, receivers and/or third parties involved in the Service Transaction.

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3.50 Cumulative Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, ordinance or otherwise.

3.51 Delays and Force Majeure. The obligations of the Bank shall be suspended to the extent and for so long as such obligations are hindered or prevented from being performed on account of labor disputes, war, riots, civil commotion, acts of God, fires, floods, failure of suppliers and/or subcontractors to perform, failure of power, restrictive governmental law and/or regulations, storms, accidents or any other cause which is reasonably beyond the control of the Bank.

3.52 Severability: If any provision of this Agreement, or the application of any such provision to any person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

3.53 Vendors, Agents, Subcontractors, and Service Providers. Bank may contract with and utilize agents, vendors, or service providers in providing any of the Services or performing any of its rights or responsibilities under this Agreement.

3.54 Electronic Records and Signatures. At Bank's discretion, electronic records and signatures may be used for the execution of this Agreement, the Application, and all agreements, documents and notices related to the Service Documentation, Services and/or the transactions relating thereto. If executed electronically by one or more parties to this Agreement, this Agreement or one or more of its signed counterparts is an electronic record, and Client agrees that such electronic record is as legally valid and enforceable as if it had been executed on paper by manual signature. All electronic communications will constitute a "writing," such that any reference to a "writing" or "written" in this Agreement will include electronic communications. Client agrees that all references to a signature may include electronic, digital, facsimile or stamp signatures. Any communications from a party using such party's identifications and passwords shall be binding on such party. Client hereby waives any claim or defense that the offers, acceptances, contracts and other communications are not binding or enforceable or do not have their intended effect as a result of being communicated electronically rather than in writing.

3.55 Counterparts. Agreement to the Service Documentation may be executed in as many counterparts as necessary or convenient, including both counterparts that are executed on paper and counterparts that are electronic records and executed electronically, each of which, when so executed (and any copy of an executed counterpart that is an electronic record), shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. Delivery of a manually executed paper counterpart agreement to this Agreement (or of any agreement or document required by this Agreement and any amendment to this Agreement) by facsimile or other electronic imaging means (e.g., "pdf" or "tif") shall be as effective as delivery of such manually executed paper counterpart of this Agreement; provided, however, that the facsimile or other electronic image shall be promptly followed by a manually executed paper original if required by the Bank, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

Article IV. Online Banking Services

4.01 Description of Services. Bank Online Banking Services includes the information, communication and transactions provided to Client by Bank through any remote channel, via the Website, mobile,

tablet, transmission, or secure file transfer, within Bank's area of service, including the following: account information; ACH batch originations; ACH federal tax payments; ACH Check representation; Book Transfers; wire transfers; Check Images; online Stop Payment Requests; bill payment and presentment; online Account reconciliation; Positive Pay Service; third party payroll services; electronic file transfers; and research requests and inquiries for Accounts established at Bank.

Use of the Online Banking Services and the Online Banking System ("System") is restricted to Authorized Users. Each time you use the System or you permit any other person to use the System, you are (i) agreeing to the terms and conditions of the Service Documentation and (ii) acknowledging receipt and understanding of this disclosure.

4.02 Client Acknowledgments. You acknowledge that neither you nor the Bank on your behalf may initiate any transactions that violate the laws of the United States or any other Applicable Laws.

You agree to receive account information by electronic transmission of a visual display of the text. You may request a paper copy of electronic notices required by federal regulations within 60 days of the availability of the electronic disclosure.

When any payment or other online service generates Items to be charged to your account, you agree that we may debit your Authorized Account or the Account on which the Item is drawn without requiring your signature on the Item and without prior notice to you.

4.03 Authentication. Any transactions resulting from your instructions that we receive under your password shall be deemed to have been "in writing" and authenticated by you "in writing." All records maintained by us of transactions under your password shall be deemed to have been "signed" and to constitute an "original" when printed from records established and maintained by us or our authorized agent in the normal course of business. You agree not to contest the authorization for or validity or enforceability of, the records and "signed" documents, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files or records are to be in writing or signed by the party to be bound thereby. Records and "signed" documents, if introduced as evidence on paper in any judicial or other proceedings, will be admissible to the same extent and under the same conditions as other documentary business records. Upon our written request, you agree to manually sign or place your signature on any paper original of any record or "signed" document which we provide to you containing your purported signature.

4.04 Account Information. You may obtain account balances and debit and credit transaction information and other information about your eligible Accounts on the System. Account balances are updated nightly after each Business Day's processing and throughout the day. Some transactions processed between updates may not be available until after each day's processing is completed. Transaction processing takes place at the end of each Business Day.

4.05 Book Transfers. You may transfer funds to and from any of your eligible Accounts ("Book Transfer") prior to the Cutoff Time. Transfers made after the Cutoff Time will be processed on the next Business Day. Book Transfers that have been completed cannot be canceled. A reverse transaction must be processed.

4.06 Account Information Download. You may use the System to export transaction information from your eligible Accounts which can then be imported into your software applications.

4.07 Secure Email and Service Request Forms. You may use secure email and/or various service request forms provided on the System to contact us regarding your Accounts. **Your regular email is not a secure method of communication over the internet and we urge you not to send confidential information by regular email.** You should never use regular email to initiate a transaction against your Accounts. We will use reasonable efforts to respond to messages sent via secure email by the next Business Day. Our response may be sent to you via regular email. Responses sent to you via regular email will not contain confidential information and will be considered received by you,

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regardless of whether or not you have logged on to your email service and read them.

4.08 Mobile Banking. Mobile banking allows you to access your account information, make payments to payees, and make other banking transactions on your mobile device using an app. Once you have enrolled for this Service, your designated Accounts linked to your Online Banking Services will be accessible through your wireless device.

4.09 Mobile Remote Deposit. Mobile Remote Deposit is a service that allows you to make deposits to eligible Accounts from remote locations by taking a picture of check deposits which the scanned images are then electronically delivered for deposit using Online Banking. You must have a supported mobile device with a supported camera and a supported operating system and download the required application to your mobile device. We do not guarantee that your particular mobile device, mobile device camera, or mobile device operating system will be compatible with the Service. Bank reserves the right to limit the maximum amount of your deposit.

4.10 e-Statement and e-Notice. "e-Statement/e-Notice" are Services that allow you to receive periodic statements and notices for your Accounts by electronic delivery. By enrolling in this Service, you are electing to receive your periodic Account statements and notices by electronic means. Once enrolled, this Service will replace your mailed paper statements with an electronic document that you can view, save to your computer, or print at your convenience. Although by enrolling in this Service you are opting out from receiving your paper statements or notices by U.S. mail, you have the option to receive a paper statement or notice at any time by request.

4.11 Authorized Contacts. The individuals listed on the Service Documentation are Authorized Persons for Client and may contact Bank to request some or all of the following on behalf of Client: reset or change Client password, Administrator, and/or the Administrator password; request a change in the Exposure Limit or maximum daily exposure limit for wire transfers; and enable or disable Online Banking Services. Client will supply signatures of representatives authorized to act on behalf of Client. Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to have been signed by an Authorized Person.

Client shall designate one or more Administrators who shall be responsible for managing access to the System and serve as the primary contact for Client in matters pertaining to the System or Online Banking Services.

4.12 System Access. Certain numbers, codes, marks, signs, public keys or other means of establishing your identity and acceptance of the electronic communications will be required in order for you to access the System ("Access Codes"). Use of Access Codes is the agreed upon security procedure to access the System via the internet. You agree to keep these Access Codes confidential to prevent unauthorized use of the Online Banking Services. It is recommended that you memorize your online Access Codes and do not write them down. You are responsible for keeping your Access Codes and account data confidential.

We reserve the right to block your access to the System to maintain or restore security to the Website and to the System, if we reasonably believe your Access Codes may have been obtained by unauthorized persons.

The Administrator may provide System access to additional Authorized Users. Bank may require that you provide us with a list of the Authorized Users.

Client agrees to implement internal security procedures to assure that only authorized employees have the ability to access the System and the Online Banking Services. If the Administrator grants access to additional Authorized Users, you thereby authorize us to complete requests and transactions initiated by those Authorized Users.

4.13 Errors and Unauthorized Transactions. Client shall report any errors, omissions or discrepancies between its records and information contained on the System, or in any mailed or emailed statement, confirmation, or notice from the Bank immediately upon receipt and no later than thirty (30) days after receipt. If you believe your Access Codes have been lost or stolen or if you believe that an unauthorized transaction has been made or may be made from one of your Bank accounts you must contact Bank immediately and not later than sixty (60) days after your knowledge of such transaction, or notice of such transaction via the System, any mailed or emailed statement, confirmation or notice from Bank, whichever comes first. If you do not report unauthorized transactions within the sixty (60) day period, you risk unlimited losses on transactions made after the sixty (60) day period. To report an error, omission, discrepancy or suspect transaction you must provide us with i) Client name, ii) affected account numbers, iii) description of the problem, iv) the dollar amount of the error, omission, discrepancy or suspect transaction, and v) a request for any information you need to aid in resolving the problem.

4.14 Hours of Operation. Except during any scheduled maintenance period or system outage, you may access the System 24 hours a day, 7 days per week; however, electronic communications and transactions executed on the System are subject to the established Cutoff Times.

4.15 Changes or Interruptions in Services. If you do not use the System for any three-month period, we reserve the right to discontinue your Online Banking Services without notice to you. We reserve the right to terminate or to discontinue support of any equipment or related software without prior written notice. We may, on a regular basis, perform maintenance on the System or our equipment which may result in interruptions in the Online Banking Services. We also may need to change the scope of our Online Banking Services from time to time. We will attempt to provide prior notice of such interruptions and changes, but cannot guarantee that such notice will be provided.

4.16 Harm to Computer Systems/Data. YOU AGREE THAT OUR LIABILITY FOR VIRUSES, WORMS, TROJAN HORSES, OR OTHER SIMILAR HARMFUL COMPONENTS THAT MAY ENTER YOUR COMPUTER SYSTEM BY DOWNLOADING INFORMATION, SOFTWARE, OR OTHER MATERIALS FROM OUR SITE SHALL BE LIMITED TO REPLACING, OR THE REASONABLE COST OF REPLACING, THE LOST INFORMATION, SOFTWARE OR OTHER MATERIAL. WE WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM SUCH HARMFUL COMPONENTS.

4.17 Ownership of Materials. The reproduction or distribution of the content and information on the System is strictly prohibited. All related code and records used by us in rendering the Online Banking Services hereunder shall be and remain our property. At your request upon termination of this Agreement, we, in our sole discretion, may make available information contained in such records then on hand. Any expenses incurred by us in doing so will be paid by you.

Article V. Automated Clearing House ("ACH") Origination Service

5.01 Description of Services. ACH is a batch processing payment system that U.S. banks use to exchange and settle credit and debit transactions on behalf of their clients or themselves. Client wishes to originate credit and/or debit Entries through Bank to Accounts maintained at Bank and in other depository financial institutions by means of the ACH network pursuant to the terms of this Agreement and the NACHA Rules, and Bank is willing to act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries.

5.02 Compliance with NACHA Rules and Laws. Client acknowledges receipt of or access to a copy of the NACHA Rules. Client

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shall comply with and be subject to the NACHA Rules. Client shall originate ACH transactions in compliance with Applicable Laws and regulations including sanctions enforced by the Office of Foreign Assets Control ("OFAC"). Client shall be responsible for obtaining information regarding such OFAC enforced sanctions. The duties of Client set forth in this Article in no way limit the requirement of complying with the NACHA Rules.

5.03 Credit Approval. In utilizing the ACH network in performance of this Article, Bank must make certain warranties on behalf of Client. Specifically, Bank is charged with settling Entries originated by Client and warrants on behalf of Client, among other things, that the Entry has been properly authorized by the Originator and the Receiver and is in accordance with the NACHA Rules. Bank must approve all Entries and may request financial information from Client and/or a separate credit agreement prior to processing an Entry. Bank will also assign Client a limit representing the maximum aggregate dollar amount of Entries that may be initiated by Client each day ("Exposure Limit"). Bank may change the Exposure Limit at any time at Bank's sole discretion. Bank may reject any requests for Entries that would cause the Exposure Limit to be exceeded. Bank will communicate to Client if any Entry is not processed because doing so would cause the Exposure Limit to be exceeded. Bank will not be liable for delaying or not processing an Entry if such processing would cause the Exposure Limit to be exceeded. You understand that requests for Entries exceeding the Exposure Limit are processed solely at the discretion of Bank. Bank may also, in its discretion and upon notice to Client, require Client to maintain reserve balances in one or more Accounts in an amount equal to a percentage of all debit Entries initiated by Client within a preceding period, as determined by Bank in its discretion ("Reserve Percentage").

Bank generally debits your Account on the Settlement Date for credit Entries (including debit Reversals), unless Client is prefunding its Entries. We may, at our sole discretion, irrespective of what we have done in the past, without prior notice to you, require prefunding before we process your credit Entries.

5.04 Transmittal of Entries by Client. An Authorized User shall transmit or deliver Entries to Bank in computer readable form to the location specified by Bank and in compliance with the formatting and other requirements set forth in the NACHA Rules. Entries shall be delivered or transmitted to Bank's designated location not later than the time and the number of days prior to the Effective Entry Date specified in the Processing Schedule. The total dollar amount of credit Entries transmitted by Client to Bank on any one Business Day shall not exceed the amount of the available balance in Client's Account. Client may not reinitiate Entries except as prescribed by the NACHA Rules.

5.05 Credit and Debit Entries; Records Retention. Client shall obtain an authorization as required by the NACHA Rules from the person or entity whose account will be debited or credited as the result of debit or credit Entries initiated by Client ("Authorization Agreement"). Client shall retain the Authorization Agreement, or a copy thereof, while it is in effect and for two (2) years after termination or revocation the Authorization Agreement, or for such longer period as may be required by the NACHA Rules or Applicable Law. Upon request, Client shall furnish the Authorization Agreement, or a copy thereof, to any affected Participating Depository Financial Institution. Client will receive immediately available funds for any electronic debit Entry initiated by it on the Settlement Date applicable thereto.

5.06 Processing, Transmittal and Settlement by Bank. Except as otherwise provided for in this Agreement and provided that Bank elects to accept Entries, Bank shall (i) use commercially reasonable efforts to comply with the instructions of Client, (ii) process Entries received from Client to conform with the file specifications set forth in the NACHA Rules, (iii) transmit such Entries as an ODFI to the ACH processor selected by Bank, (iv) settle for such Entries as provided in the NACHA Rules, and (v) 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 Settlement Date. Client agrees that the ACH processor selected by Bank shall be considered to have been selected by and designated by Client. Same-Day Entries are processed in accordance with the Processing Schedule. Client shall maintain during the term of this Service one or more Account for settlement purposes. Upon termination of this Service, Client shall keep available balances in the Account in an amount and for a period of time as is reasonably necessary to cover the potential return or reversal of Entries Client originated through Bank.

5.07 Reversing Entries. Client 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.

5.08 Prenotification. Client may send a prenotification that it intends to initiate an Entry to a particular account within the time limits prescribed for such notice in the NACHA Rules. Prenotification shall be provided to Bank in the format and on the medium provided in the NACHA Rules. If Client receives notice that a prenotification has been rejected by an RDFI within the prescribed period, or that an RDFI will not receive Entries without first receiving a copy of the Authorization Agreement signed by the Receiver, Client 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 Agreement within the time limits provided by the NACHA Rules.

5.09 Notice of Returned Entries and Notifications of Change ("NOC"). Bank shall notify Client of the receipt of a returned Entry from the ACH Operator. Client shall ensure that changes requested by the NOC are made within six (6) Business Days of Client's receipt of the NOC information from Bank or prior to initiating another Entry to the Receiver's account, whichever is later.

5.10 Client Representations and Warranties. With respect to each and every Entry transmitted by Client, Client represents and warrants to Bank and agrees that (a) each person shown as the Receiver on an Entry received by Bank from Client 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, (b) such authorization is operative at the time of transmittal or crediting or debiting by Bank as provided herein, (c) Entries transmitted to Bank by Client are submitted in accordance with this Agreement, the NACHA Rules, and Applicable Law, and (d) Client shall perform its obligations in accordance with the NACHA Rules and all Applicable Law, including the sanctions, laws, regulations and orders administered by OFAC or FinCEN; and any state laws, regulations, or orders applicable to the providers of ACH payment services.

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, Client warrants to Bank that for each such Entry submitted for processing, Client has obtained all authorizations from the Receiver as required by the NACHA Rules, by Regulation E or other Applicable Law, and the Service Documentation. Client also makes the additional warranties to Bank that Bank makes to each RDFI and ACH Operator under the NACHA Rules for the respective SEC codes for such Entries originated by Client.

5.11 Provisional Settlement. Client shall be bound by and comply with the provision of the NACHA Rules (among other provisions of the NACHA Rules) making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry. Client 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 Client shall not be deemed to have paid the Receiver the amount of the Entry.

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5.12 Client as Receiver. If Client is the Receiver of an Entry and Bank does not receive final settlement for any payment made to Client by Bank, Client acknowledges and agrees that Client is obligated to Bank for the amount of the payment and Bank is authorized to charge Client's Accounts for any amount paid to Client. Bank has no obligation to notify Client of receipt of funds naming Client as the Receiver. Demand by Client for payment of funds for which Bank is obligated to pay Client must be made in writing and delivered to Bank at the location designated. Issuance of a Check by Client on the Account to which payment was made shall not constitute notice under this Article.

5.13 Data Retention. Client shall retain data on file adequate to permit remarking of Entries for five (5) days following the date of their transmittal by Bank as provided herein, and shall provide such data to Bank upon its request. Without limiting the generality of the foregoing provisions, Client specifically agrees to be bound by and comply with all applicable provisions of the NACHA Rules regarding the retention of documents or any record, including Client's responsibilities to retain all items, source documents, and records of authorization in accordance with the NACHA Rules.

5.14 Third-Party Senders. Client must notify Bank in writing and obtain written approval by Bank before Client acts as a Third-Party Sender. If client acts as a Third-Party Sender, Client shall be subject to the additional requirements in this Section 5.14. Client represents and warrants that it will monitor, assess and enforce limitations in accordance with the NACHA Rules. If Client originates on behalf of any other entity, Bank may require information regarding such entity to verify Client's customer and the nature of their business. Bank may request that Client provide additional information, including information: (i) regarding Client's financial condition; (ii) verifying Client's customers and the nature of their businesses; and (iii) sufficient for Bank to determine whether Client is working with additional ODFIs. Client shall comply with all audit requirements under the NACHA Rules and shall provide proof of compliance upon Bank's request. Bank reserves the right, in its sole discretion, to refuse to process Entries for a particular Originator. If Client originates on behalf of any other entity and Bank determines, in its sole discretion, that Bank no longer wishes to process transactions for such entity, Bank may suspend, modify, amend, or terminate this Service.

5.15 ACH Blocks and Debit Filters. Client may use this Service to block all debits or credits to a designated Account or to control who is authorized to debit or credit a designated Account. ACH blocks and filters do not apply to transactions between Client and Bank, and Bank may pay Entries which Client has authorized Bank to originate against Client's account (e.g., loan or credit card payments), whether or not Client has included these in its authorization criteria. Bank may also pay any Entries, Reversals or adjustments which Bank is required to accept under the NACHA Rules, Electronic Payments Network Rules of Membership and the Operating rules, or such later revisions as may be adopted (including, but not limited to, the Rules pertaining to UPICs), operating circulars or any other applicable rule, guideline or regulation.

5.16 ACH Positive Pay. The ACH Positive Pay Service allows you to reduce the risk of ACH fraud by creating payment rules that limit the ACH transactions being debited from your Accounts. When ACH debit Entries clear your Account, they are matched to your predefined payment rules called "filters" and you are provided with a list of "exceptions" on which you can make a decision to pay or return each Entry.

Filters can be defined in Online Banking using the following criteria:

- (a) Unauthorized originating company
- (b) Unauthorized SEC (standard entry class) code
- (c) Unauthorized ACH Tran code
- (d) Unauthorized dollar amount

You can use Online Banking to modify your filters. Exception decisions must be made using Online Banking prior to the Cutoff Time. After the Cutoff Time, exceptions without decisions will be returned.

By using the ACH Positive Pay Service, you authorize Bank to return Entries or to pay/accept Entries in accordance with your authorization instructions and the default return procedure. Client shall be precluded from asserting any claims against Bank for paying any unauthorized Entry that this ACH Positive Pay Service is designed to detect or deter. If Client fails to meet applicable Cutoff Times, Client will bear all Losses arising from Entries returned in accordance with the default return procedure.

You acknowledge that the ACH Positive Pay Service does not preclude Bank's standard ACH processing procedures, which may cause an Entry to be dishonored even if your instructions do not otherwise require Bank to return such Entry.

ACH Positive Pay Service is intended to be used to identify and return Entries which Client suspects in good faith are unauthorized. They are not intended to be used as a substitute for authorization instructions or to delay pay/accept return decisions on exceptions, including stop payment orders on Entries which are not suspected in good faith to be unauthorized. If Bank suspects or deems, in its sole discretion, that Client is using the ACH Positive Pay Service contrary to the manner in which it is intended to be used, Bank may hold Client liable for losses Bank sustains.

ACH Positive Pay Services do not apply to transactions between Client and Bank. Bank may pay Entries which Client has authorized Bank to originate against Client's Account (e.g., loan or credit card payments), whether or not Client has included these in its authorization criteria.

Article VI. Cash Services

6.01 Description of Services. Cash Services allows Client to place orders for coin and currency from our cash vaults and to make deposits to Client's Accounts.

6.02 Armored Courier. Client authorizes and directs the armored courier to receive and act upon any and all instructions received by the armored courier from a representative of Bank under the shipment of property agreement provided by the armored courier. Such authorizations shall continue in effect until Client provides to both the armored courier and Bank written notification that it has terminated such authorization. Any such termination of authority shall not affect any instructions given by the Bank to the armored courier prior to the receipt of such notice of termination. Bank will only accept a cash request from an Authorized User. Client acknowledges that it may be required to execute additional documentation required by the armored courier. Bank's role is solely to assist with logistical arrangements with the armored courier. Accordingly, you agree that: (a) the armored courier will be deemed your agent, not an agent of Bank, when accepting and transporting shipments; (b) you will comply with the Service procedures that we or the armored courier provide to you and will use only Containers for the Service; (c) you are responsible for making a record of all deposits (including copies of checks) that you send to us to ensure that they can be collected or reissued in the event a shipment is lost, stolen or destroyed; (d) you assume and retain all risk of loss of, or damage to, shipments while they are in transit to or from your location until they are received by us; (e) deposits will not be considered received by us until we provide a receipt for them at our office (or at such other location as we designate); and (f) coin and currency will be deemed to be delivered to you at the time we give them to the armored courier for delivery to you. There may be occasions when the armored courier is late (e.g., due to traffic conditions) or abandons a pick-up for security reasons (e.g., if suspicious-looking individuals are loitering at a location).

6.03 Bank's Authority to Act. Client authorizes Bank to act upon any request for coin or currency and accept deposits to Client's Account in accordance with this Article VI. Bank may require Client to identify

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each person and location authorized to place coin and currency orders with Bank.

6.04 Order and Delivery of Currency and Coin. Bank may charge Client's Account for the amount of each order placed. Bank will forward a copy of the order with each cash shipment. Client shall inspect all cash shipments prior to accepting them from the armored courier by examining the bag and/or bag seal for integrity and condition. Client shall refuse all damaged or torn shipping bags, or bags with loose or missing seals. Client shall visually verify the shipment strap count through the shipping bag prior to acceptance from the armored courier.

6.05 Differences. Discrepancy between the amount verified by you and the amount charged by Bank to your Account ("Difference") must be reported to Bank in writing within three (3) Business Days of the receipt of the cash order. Reports of Differences are to be in writing on your official letterhead accompanied by the strap in which the Difference occurred, the shrink-wrap packaging around the strap, and if possible, the shipping bag and/or bag shipping seal. Client authorizes Bank to debit Client's Account for any cash order overage and credit Client's Account for any cash order shortage.

6.06 Deposits. Deposits of cash may be subject to daily or transaction-based limitations. All deposits must be entered by Client on deposit tickets. All deposit tickets must be locked, sealed in a Container, and delivered to a Bank-designated depository facility. Upon delivery of the deposit to Bank by the armored courier, Bank is authorized to open the Container and verify the contents, and to process the contents of the Container in accordance with the Deposit Account Agreement.

6.07 Discrepancies. If the contents of the Container do not conform to the deposit ticket, the Bank will credit only those contents as are found therein that are in compliance with the Service Documentation. If the aggregate amount of the contents of any Container, as counted by the Bank, is less than that reported on the deposit slip covering that Container, Bank will debit Client's Account by such difference and report the difference to Client. Client agrees that the Bank's records as to the contents of the Container opened by Bank, including the amount of any coin or currency contained therein, shall be conclusive evidence of the contents of the Container. A notice of any discrepancy between the contents of the Container and the deposit ticket will be delivered or otherwise made available to Client. Bank will not be deemed a bailee and Bank shall have no liability for any damage, loss or shortage. Client expressly assumes the risk of damage, loss, or shortage and Client agrees to hold Bank harmless for any loss or shortage, including that the contents of the Container fail to conform to the accompanying deposit slip.

Article VII. Wire Funds Transfer Service

7.01 Description of Services. Wire Funds Transfer Service allows Client to originate the wire transfer of funds in accordance with this Agreement. Bank is willing to act as the originating and receiving Bank for that purpose, but only with respect to those payment orders of yours which Bank originates and accepts.

7.02 Statutory Definitions. Unless otherwise defined in this Agreement, words or phrases used in this Article shall have the meaning ascribed thereto in UCC Article 4A.

7.03 Applicable Rules. Each payment order, amendment or cancellation thereof, carried out through a wire funds transfer system will be governed by all applicable wire 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 bank by use of Fedwire. The rights and obligations of Bank and Client 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 Bank. Client acknowledges that Bank's

right to reserve, adjust, stop payment, or delay posting of an executed payment order is subject to the laws, regulations, circulars, and rules described in this Section 7.03.

7.04 Execution and Acceptance of Payment Orders. Subject to an Authorized User's level of authority as set forth in the Application, as applicable, Client authorizes Bank to honor, execute and accept, without limitation as to amount, each and every payment order received by Bank in the name of the Client as sender and initiated by an Authorized User. If Bank elects to accept payment orders issued by Client, Bank shall use reasonable efforts to comply with the payment order by paying the proceeds to the beneficiary (if Bank is also the beneficiary's bank) or by executing the payment order (if Bank is not also the beneficiary's bank). Client shall issue the payment order to Bank in a timely manner sufficient to allow Bank to ensure that payment is made to the beneficiary on the payment date.

7.05 Administrative Procedures. Client may issue payment orders at any time during a Business Day in accordance with the procedures contained in the Service Documentation. Bank may establish different Cutoff Times for the Business Day based on criteria established by Bank. If, for any Business Day, Bank receives more than one payment order and/or other Items payable from Client's Account, Bank may, in its sole discretion, debit Client's Account in any sequence Bank determines.

Each payment order shall contain the wire funds transfer data required by or permitted by the Service Documentation. Client acknowledges that Bank shall have no obligation to ascertain the identity of the beneficiary or the beneficiary's bank and may reject any payment order that does not identify the account number and address of the beneficiary and the identifying number of the beneficiary's bank.

Client shall strictly comply with Bank's applicable administrative procedures (including the use of telephone numbers, email addresses, facsimile numbers, names, addresses, and times of day) for communication of payment orders. Bank reserves the right to modify such procedures from time to time upon written notice to Client. Client assumes the risk for any payment orders that are communicated to the Bank, and Client agrees that Bank shall not be liable for the payment of, or failure to pay, any payment order that is not communicated in strict compliance with Bank procedures, including any call-back obligations Client may have under Bank procedures.

Except as otherwise expressly provided in this Article VII, Bank shall not be obligated to provide any notice or advice to Client or any third person with respect to payment orders.

7.06 Use of Correspondents, Agents, and Systems. In executing any payment orders Bank may make use of correspondents, agents and payment order and communication systems as it deems necessary or desirable to execute such payment order. To the full extent permitted by Applicable Law, (1) such correspondents, agents and systems shall be deemed to be agents of Client, and Bank shall not be liable for any error, 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 (2) Bank shall not be liable for any error, mutilation, misdelivery, or failure of delivery in the transmission of any payment order by such correspondents, agents, or 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 Client. Client authorizes Bank to instruct subsequent receiving banks to deduct their charges from the payment order amount.

7.07 Unauthorized Transactions and Other Errors. Bank shall provide Client with advices describing each payment order paid or executed on behalf of Client. Further, each payment order is posted to Client's deposit Account and is immediately available through Online Banking Services. If an email address has been provided by Client, notification of advices may be sent by email if requested by the Client.

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Client shall notify Bank of any discrepancy between the payment order and the corresponding wire funds transfer, or of any unauthorized transaction or other error by the next Business Day following receipt of any advice. If notification of an unauthorized transaction or other error is communicated orally, it shall be confirmed promptly in writing to Bank. Client will be deemed to have received any advices and statements of account that are mailed by Bank five (5) Business Days after such mailing. Bank shall have no liability to Client for any Losses sustained by Client arising out of any payment order referenced in a statement of account for the Authorized Account or in an individual advice, and Client shall not bring any legal proceeding or action against Bank to recover such Losses, unless (a) Client gave written notice as provided for herein, and (b) such legal proceeding or action is commenced within the period established by UCC Article 4A.

7.08 International Payment Orders. Wire funds 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 and Bank may receive compensation in connection with the currency conversion. Client shall be responsible for notifying 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. All risk of fluctuation in the applicable exchange rate is borne by Client.

7.09 Transactions with Banks. For the avoidance of doubt, if Client is a bank (as defined in UCC Article 4A) and under Applicable Law Client is not deemed the originator of the order to which a payment order relates, Client shall be liable for, hold harmless, defend, and indemnify Indemnified Parties from and against any and all Losses owed to such originator to the extent that such Losses would not have been incurred if Client had been an originator. The provisions of this Section 7.09 shall survive closure of your Account, termination of Services, or termination of all business with us.

7.10 Repetitive Payment Orders. Client may request that Bank accept repetitive payment orders from Client. A repetitive payment order is one where the beneficiary, the beneficiary's financial institution, and the accounts to be debited and credited remain constant and do not change for subsequent payment orders. Client may make changes to its list of repetitive payment orders as provided in the Service Documentation Client acknowledges that providing Bank with a list of repetitive payment orders signed by an Authorized Person is a commercially reasonable security procedure given the nature of a repetitive payment order.

Article VIII. International Foreign Exchange Payments or Receipts

8.01 Description of Services. For Non-IAT Entries, where the currency of the Non-IAT Entries is different from the currency of the Account, prior approval of the Bank is required. If approved by Bank, the following provisions apply to Non-IAT Entries:

- (a) Once a Non-IAT Entry is initiated by the Client, after prior approval of the Bank, it cannot be cancelled or amended. You may request a Non-IAT Entry payment to be recalled and the Bank will communicate your request to the beneficiary's bank. If the beneficiary's bank agrees to return funds, then upon confirmation of receipt of funds by the Bank, we will credit your Account at the exchange rate determined by Bank's processor at the time of return (see 8.01(c) below). All risk of fluctuation in the applicable exchange rate is borne by Client and any charges assessed by the beneficiary's bank will be deducted from the amount returned to your Account.
- (b) In the event of returned Non-IAT Entry payments, for no fault of ours, such payments will be credited to Client at the exchange rate determined by Bank's processor at the time of return (see 8.01(c) below). All risk of fluctuation in the

applicable exchange rate is borne by Client for corporate payments.

- (c) The exchange rate that the Bank's processor will determine and assign to your Non-IAT Entries is based upon market conditions. You acknowledge that exchange rates for retail and commercial Non-IAT Entries, for Non-IAT Entries effected for retail and commercial transactions, and for Non-IAT Entries not effected on Business Days, may differ from rates offered by other dealers, or those rates reported in sources such as the Wall Street Journal or other sources (including online sources). The Bank accepts no liability if the rate assigned to your Non-IAT Entry differs from the rates offered or reported by third parties at a different location, on a different day, at a different time, for a different amount, or having a different payment media (banknotes, Check, wire transfer, etc.).

Article IX. Zero Balance Account ("ZBA")

9.01 Description of Services. Zero Balance Account Service allows Client to request the automatic transfer of funds between the Accounts with Bank that you designate in the Service Documentation. Client may instruct Bank to, at the close of business each Business Day, automatically transfer funds from the Primary Account to one or more Secondary Accounts, as necessary to cover debit transactions (including Checks and electronic transfers) presented against the Secondary Account and maintain a zero dollar balance in the Secondary Account. Client may also instruct Bank to, at the close of business each Business Day, automatically transfer funds deposited into a Secondary Account (including deposit and electronic credits) from a Secondary Account to the Primary Account, as necessary to maintain a zero dollar balance in the Secondary Account. All debits and credits to any Account are subject to funds availability.

Unless Bank and Client have otherwise agreed in writing, Client may elect to have funds transferred to or from accounts of a U.S. Subsidiary; provided that (i) Client represents and warrants that such U.S. Subsidiary has authorized Bank to transfer funds between its accounts and Client Accounts and between its accounts and other accounts in the Service relationship via transfers through Client's Account, and (ii) Client provides Bank with such documentation as Bank may request in connection with such transfers.

Article X. Business Sweep

10.01 Description of Services. Business Sweep Service allows Client to manage cash flow by maintaining a Target Balance in an Account by, at the end of each Business Day, (i) automatically transferring funds between Accounts with Bank and/or (ii) automatically using all collected cash in an Account in excess of the Target Balance to pay down a line of credit or other loan product or automatically drawing on a line of credit to increase the balance in an Account. Client understands that all transfers to and from Accounts are subject to available funds and that transfers may be rounded to the nearest thousand at Bank's discretion.

10.02 Target Balance Sweep. Client authorizes Bank to, at the close of each Business Day, automatically transfer funds in an eligible Account that Client has designated in the Service Documentation ("Target Balance Account") in excess of the Target Balance to one or more Secondary Accounts. To the extent the balance in a Target Balance Account would fall below the Target Balance on any Business Day, Client authorizes Bank to automatically transfer funds from one or more Secondary Accounts to the Target Balance Account, as needed to



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maintain the Target Balance in the Target Balance Account. All debits and credits to any Account are subject to funds availability.

Unless Bank and Client have otherwise agreed in writing, Client may elect to have funds transferred to or from accounts of a U.S. Subsidiary; provided that (i) Client represents and warrants that such U.S. Subsidiary has authorized Bank to transfer funds between its accounts and Client Accounts and between its accounts and other accounts in the Service relationship via transfers through Client's Account, and (ii) Client provides Bank with such documentation as Bank may request in connection with such transfers.

10.03 Loan Sweep. Client authorizes Bank to determine, on a daily basis, based on clearing items for that day, the balance of, and the amount available under, the Client's revolving line of credit or other loan product provided to Client by Bank ("Loan"). Client further authorizes Bank, on a daily basis, to (a) the extent available, apply funds in Client's eligible Account that Client has designated in the Service Documentation ("Loan Sweep Account") to reduce the outstanding principal balance of the Loan, or (b) automatically draw funds under the Loan, if available, and deposit those funds into the Loan Sweep Account if necessary to fund disbursements from the Loan Sweep Account on that day.

10.04 Statements. All transactions related to Business Sweep Service will appear on Client's regular Account statement.

Article XI. Remote Deposit Capture and Image Cash Letter Services

11.01 Description of Services. Bank shall provide the Remote Deposit Capture Service, which shall include Image Cash Letter ("ICL") Services as selected by Client, which allows Client to make deposits to Client's deposit Accounts from Client's office by scanning Checks on a desktop scanner or mobile device and delivering the Images and information required hereby to Bank. Bank may convert the Images to Entries on Client's behalf. Client appoints Bank as Client's agent for the specific purpose of making the determination and decision to convert Images to Entries. Client will use the Services to process Images of Checks drawn on U.S. and Canadian banks only in U.S. Dollars.

11.02 Hardware and Software (This Section does not apply to ICL Service). In connection with its use of the Remote Deposit Capture Service, Client shall only use the hardware described in the Service Documentation, which may include a scanner or a mobile device ("Scanner"). Bank may provide the Scanner to Client and arrange for delivery, installation and configuration of the Scanner. Such Scanner will remain the property of the Bank and Client must return the Scanner to Bank on demand or upon termination of the Remote Deposit Capture Service, unless the Client purchases the Scanner from Bank. Client may alternatively use their own Scanner, provided that the Scanner is a model that Bank has approved for use with the Service. Limits may vary depending upon the Scanner device used. If you use your own Scanner, you agree that in no event will Bank be responsible for the performance, use, maintenance, or warranty of the Scanner.

11.03 Checks Deposited and Security Interest. Client agrees that it will only scan and deposit a Check. Client agrees that the Image of the Check that is transmitted to Bank shall be deemed an Item within the meaning of UCC Article 4. Client further agrees that it will not remotely deposit any Check or other Item that: (a) is payable to any person or entity other than Client, (b) is drawn, or otherwise issued, by Client or any affiliate of Client on any account of Client or of such affiliate, (c) is prohibited by Bank's then current procedures pertaining to the Remote Deposit Service or is in violation of any Applicable Law, (d) Client 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) has been previously endorsed by a bank and is either a Substitute Check or "image replacement documents" that purport to be Substitute

Checks, without Bank's prior written consent, (f) is drawn on financial institutions that are located outside of the United States or Territories of the United States, (g) is a remotely created Check, or (h) which is not acceptable to Bank for deposit into a deposit account as provided in the Deposit Account Agreement (Checks described in clauses (a) through (h) each a "Prohibited Check" and, collectively, "Prohibited Checks"). Client may be required to maintain a reserve ("Settlement Reserve") of an amount to be solely determined by Bank. Client 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 Client's obligations under this Article. If Client's Settlement Reserve falls below the required amount, the Client authorizes Bank to immediately replenish the Settlement Reserve to an amount to be determined by the Bank via an ACH debit to Client's Account or by direct deposit to the Settlement Reserve. Client grants Bank a security interest in any Settlement Reserve to enable the Bank to enforce any obligation owed by Client under this Article without notice or demand to Client. Client's obligation to maintain a Settlement Reserve shall survive the termination of this Agreement, with such obligation lasting until all of Client's obligations under this Article XI have been fully offset.

11.04 Scanning of Checks and Transmission of Files. Client shall endorse each Check to be deposited and Client shall be liable to Bank as general endorser on all such Checks. Additionally, Client shall scan the front and back of each Check to be deposited and 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. To ensure accuracy, an unbalanced File will be corrected by the Bank and Client will be notified by Bank. Client may send multiple Files to Bank throughout the day. 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. Bank reserves the right to change the number of Files that may be transmitted in a day, the Limit, and the Cutoff Time.

11.05 Dollar Value Limit (This Section does not apply to ICL). The total dollar value of the Files sent by Client to Bank on any day shall not exceed the dollar amount specified in the Service Documentation ("Limit"). If the total dollar value of the Files sent by Client to Bank on any day exceeds the Limit, Bank may, at its option, refuse to accept the File that exceeds the Limit, or Bank may accept and process the File. Client agrees not to exceed the Limit. To be eligible for processing on the day transmitted, Files must be received by Bank no later than the Cutoff Time. To meet the Cutoff Time, the entire File must be received by Bank prior to the designated Cutoff Time.

11.06 Maintenance and Destruction of Original Check. Client shall stamp the original Check "Processed" or "Electronically Processed" after the process of scanning the Check in accordance with Section 11.04. Client shall securely store all original Checks for a period of sixty (60) days after Client has received notice from Bank that the File containing the images of such Checks has been accepted ("Retention Period"). During the Retention Period, Client shall take appropriate security measures to ensure that: (a) only authorized personnel have access to original Checks, (b) the information contained on such Checks is not 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. Client shall also implement proper security procedures and internal controls to ensure the confidentiality of any information that is considered to be confidential personal information that is retained by Client. Client shall use commercially reasonable means to destroy original Checks upon the expiration of the Retention Period applicable to such Checks. Use of a cross-cut shredder shall be deemed a commercially reasonable method of destruction. Client will promptly (but in all events within five (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



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collection process or to resolve claims by third parties with respect to any Check.

11.07 Image and MICR Quality. Each File transmitted by Client to Bank shall contain Images of the front and the back of the Checks scanned and remotely deposited by Client. Each Image shall meet all standards for image quality Bank requires as set forth in the Service Documentation.

11.08 Receipt of File. Client shall be solely liable for any File or the 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. Upon receipt of a File submitted by Client, Bank may examine such File and the Images and other information contained therein to ensure that Client has complied with this Agreement. If Bank determines that Client has not complied with this Agreement 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 ("Corrected File"). As a form of correction, Bank may credit Client'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 Client 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 Client has complied with this Article and processed and transmitted the File in accordance herewith, the File is balanced and the Images meet the requirements of this Agreement, then Bank shall accept the File ("Accepted File") for deposit to Client's Account. Upon successful acceptance and receipt of the File, Bank shall electronically notify Client of receipt and acceptance of the Accepted File for deposit. Notwithstanding the fact that Bank has accepted and received a File for deposit, any credit made to Client's Account shall be provisional, and Client shall remain liable to Bank for any errors, inaccuracies, breach of warranties and any other Losses sustained by, or claim made against, Bank. The assignments of liability in this Section 11.08 shall survive closure of your Account, termination of Services, or termination of all business with us.

11.09 Provisional Credit and Availability of Funds. Upon acceptance of the File, Bank shall grant Client's Account Provisional Credit for the total amount of the Corrected File or the Accepted File, as applicable. For the purpose of determining availability of funds, Bank may hold funds for the period of time permitted by Bank's funds availability disclosure.

11.10 Processing Deadline, Delays and Unavailability (This Section does not apply to ICL Services). Bank has specific processing deadlines. Files received by the Cutoff Time will be transmitted that day to the Federal Reserve Bank for settlement on the Effective Entry Date. Files received after the Cutoff Time will be processed the next Business Day. Bank is not responsible for any delays or errors in transmission of the images. If the Service is not available for any reason, Client may deposit Checks by another method, such as by an in-person deposit at one of Bank's branches or a deposit by mail.

11.11 Client's Obligations to its Customers. As Client will be receiving payments by paper Check from its customers and creating Images from these Checks to process as debit Entries, Electronic Items or Substitute Checks, and as Client will be retaining and then destroying its customers' paper Checks, Client must provide notification to its customers that the paper Checks may be converted to Images, and that the transaction may be completed as an ACH Transaction, when applicable.

11.12 Laws, Rules and Regulations. Client agrees to comply with all existing and future operating procedures used by Bank for processing of transactions. Client further agrees to comply with, and be bound by, all Applicable Laws, orders, guidelines, operating circulars and

pronouncements, affecting Checks and drafts and ACH transactions, including all rules and procedural guidelines established by the Federal Trade Commission, the Board of Governors of the Federal Reserve, Electronic Check Clearing House Organization and any other clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound. These procedures, rules, and regulations (collectively the "Regulations") and laws are incorporated herein by reference. In the event of conflict between the terms of this Agreement and the Regulations, the Regulations will control.

11.13 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 Client. Bank shall not be liable for the negligence of any clearing agent. Collection of Checks is also subject to the Regulations and the terms of the Deposit Account Agreement.

11.14 Contingency Plan. Client agrees that, in the event Client is not able to capture, balance, process, produce or transmit a File to Bank, or otherwise comply with the terms hereof, for any reason, including communications, equipment or software outages, interruptions or failures, Client 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. Bank shall not be liable to Client for any Losses of any nature sustained by Client as the result of the inability of Client to use the Service.

11.15 Warranties. In addition to Client's warranties under the General Terms, Client represents, warrants, and covenants the following to Bank:

- (a) Client shall only deposit Checks that are authorized by the Service Documentation and the Deposit Account Agreement.
- (b) Each Image transmitted by Client to Bank contains an accurate representation of the front and the back of each Check and complies with the requirements of the Service Documentation.
- (c) All data and other information submitted by Client to Bank, including data contained in the MICR line of each Check, is complete and accurate and complies with the requirements of the Service Documentation.
- (d) Client 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. Client further warrants that no subsequent transferee, including 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).
- (e) No subsequent transferees of the Item, including 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.
- (f) All Checks and business transactions of Client are, and will be, bona fide. All signatures on Checks are authentic and authorized.
- (g) Client conducts its business, and submits Checks and Files in compliance with the Service Documentation, Applicable Law and the Regulations.
- (h) No Files or Checks contain any computer viruses or other harmful, intrusive or invasive codes.

The provisions of this Section 11.15 shall survive closure of your Account, termination of Services, or termination of all business with us.

11.16 Chargeback of Returned Checks. If Images of Checks deposited by Client are dishonored or otherwise returned unpaid by the

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drawee bank, or are returned by a clearing agent for any reason, including to issues relating to the quality of the Image, Client understands and agrees that, since Client either maintains the original Check or has destroyed the original Check, the original Check will not be returned, and Bank may charge back an Image of the Check to Client's Account. Client 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, Client agrees not to deposit the original Check if an Image or other debit as previously described is charged back to Client. A return item may not be redeposited via Remote Deposit Capture; it may be redeposited at a Bank financial center.

Client may request that Bank re-present returned Images of Checks to the drawee or process returned Images of Checks according to instructions provided by Client to Bank ("Special Instructions"). 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 Client's Account to which the Checks were deposited. In the event that Client has requested that returned Images of Checks be re-presented, in no event will Bank re-present an Image of a Check or in excess of the limit established or permitted for the number of times that a Check may be re-presented by the Regulations. Client may change or amend the Special Instructions by providing Bank a written request to change or amend the Special Instructions.

Article XII. Account Reconciliation and Positive Pay

12.01 Description of Positive Pay Services. Positive Pay is intended to assist Client in preventing the payment of unauthorized Checks from Accounts maintained at Bank. Client will electronically transmit to Bank, in the file format specified by Bank, a file that accurately identifies (i) the account number, (ii) the Check number, (iii) the exact dollar amount, (iv) the issue date, and, if the Client has elected Payee Positive Pay Service, and (v) the payee name of the Checks issued by Client which are to be presented for payment to Bank (the "Issue File"). Bank shall not be responsible for detecting any Client error contained in any Issue File. Client shall update the Issue File upon issuance of each Item through the file format specified by Bank. If Bank is unable to process/load the Issue File for any reason, Bank may contact Client and request the Issue File be modified and re-issued.

Except as provided in this Article, Bank shall pay a Presented Check only if it matches (i) the account number, (ii) the Check number, (iii) the exact dollar amount, (iv) the issue date, and, provided the Client has elected Payee Positive Pay Service, (v) the payee name included in the Issue File ("Matching Check"). The parties intend that the Issue File transmitted to Bank constitutes the signature of Client for purposes of determining whether a Presented Check is properly payable, and by transmitting the Issue File, Client warrants that all Matching Checks are properly payable. Each Matching Check paid in accordance with this Service will be paid without Bank performing its customary (or any other) Check verification procedures. A Presented Check that is not a Matching Check will be identified by Bank as an "Exception Item" subject to further review.

Client may choose an option under which Bank makes available information regarding all Checks posted for payment against the account ("Reverse Positive Pay"). If Client chooses this option, Client must review those Items and notify Bank by the Cutoff Time which Checks, if any, Client wants Bank to dishonor or return.

12.02 Payee Positive Pay Service. If Client elects to receive Payee Positive Pay, Bank will identify a Presented Check as an Exception Item if the payee name does not match the payee name identified on the Issue File. If Client has not elected to receive Payee Positive Pay, Client

shall be solely responsible for reviewing or attempting to match the payee on a Presented Check to the Issue File, even if Client has included the payee information in the Issue File.

12.03 Ineligible Transactions. The Positive Pay Service shall apply to MICR encoded paper Checks and documents. The Positive Pay Service shall not apply to any electronic funds transfer, ACH transaction, or Check that has been converted to an ACH transaction. Accordingly, this Article XII shall have no effect with respect to any such transactions on Bank's or Client's respective rights, obligations, duties or responsibilities under any other agreement between the parties or Applicable Law or regulation. Additionally, the Positive Pay Service shall not apply to any Presented Check that is personally presented by an individual to Bank during such time that Bank is experiencing an interruption or failure of communications or data processing facilities or systems, emergency conditions, or any other difficulties beyond the control of Bank affecting the Positive Pay Service.

12.04 Client's Obligations. Bank shall notify Client of Exception Items in the form set forth in the Service Documentation. By the Cutoff Time on the same Business Day that Bank notifies Client of an Exception Item, Client shall instruct Bank, in the form set forth in the Service Documentation, to either pay (approve) or dishonor (return) the Exception Item. If Bank does not receive Client's instruction by the designated Cutoff Time, Bank will pay all or return all Exception Items based on the default procedure. The default procedure will be to return all Exception Items unless Client elects a different default procedure in the Service Documentation. Client shall be precluded from asserting any claims against Bank for paying any unauthorized, altered, counterfeit, or other fraudulent Exception Item that this Positive Pay Service is designed to detect or deter. For each Exception Item that Client has instructed Bank to pay, or that Bank has paid in accordance with this Agreement, Bank will add the Presented Check corresponding to the Exception Item to the Issue File as an Item.

12.05 Supplemental Limitation of Liability and Indemnification. In addition to any other limitations of liability or indemnities contained in this Agreement, Client agrees to the following: Client (i) agrees to indemnify and hold Bank harmless from any Losses it may suffer or incur as a result of its payment of a Matching Check or other Check at Client's instruction or default procedures, and (ii) 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 Client 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. If Client declines to use the Positive Pay Service or fails to meet applicable Issue File deadlines, Client will bear all Losses arising from Items paid by Bank in good faith, even if such Items would otherwise be Exception Items. Bank's liability to Client for any Presented Check erroneously paid by Bank in breach of this Article ("Bank's Wrongful Honor") shall be limited to the lesser of the amount of the wrongfully paid Presented Check or Client's actual damages resulting from Bank's payment of the Presented Check. Bank retains the right to assert the defense that Client has sustained no actual damages because Bank's Wrongful Honor discharged for value an indebtedness of Client. Bank also retains the right to assert Client's failure to exercise reasonable promptness or ordinary care under the UCC. Nothing herein shall constitute a waiver or limitation of the rights of Bank under the UCC. Bank's liability for wrongful dishonor of a Presented Check shall be limited to the damages for wrongful dishonor recoverable under UCC Articles 3 and 4; provided, however, that Bank shall have no liability to Client for wrongful dishonor when Bank, acting in good faith, returns a Presented Check: (i) that it reasonably believed was not properly payable; or (ii) if required to do so by the service of legal process on Bank or the instructions of regulatory or government

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authorities or courts. Client agrees that Bank exercises ordinary care whenever it pays or returns a Presented Check consistent with the provisions of this Article XII. The provisions of this Section 12.05 shall survive closure of your Account, termination of Services, or termination of all business with us.

12.06 Stop Payment and Return Decisions. The Positive Pay Service shall not be used as a substitute for Bank's stop payment service. Client shall follow Bank's standard stop payment procedures if it desires to return a Check that was validly issued. Nothing in this Article XII limits Client's right to stop payment on any Check. Furthermore, nothing in this Article XII limits Bank's right to return any Check that Client has authorized Bank to pay in accordance with this Agreement if Bank determines, in its sole discretion, that the Check is not properly payable for any reason.

12.07 Account Reconciliation Service. With the Account Reconciliation Service, Client will receive a periodic reconciliation report.

Article XIII. Business Debit Cards

13.01 Description of Services. Bank will issue a Card in the name of Client for use by Client and Authorized Users. Client shall use the Card for legitimate business purposes only and not for personal, family, or household purposes. The Card shall not be treated as a consumer card under the provisions of state and federal law. Furthermore, Client shall provide written instructions to all Authorized Users that the Card shall be used for legitimate business purposes only and not for personal, family, or household purposes.

13.02 Client Responsibility. Client assumes all responsibility for all transactions, transfers, and withdrawals arising from use of the Card by Authorized Users. If you permit another person to use the Card, you are responsible for any transaction they authorize from any of your Accounts, whether or not you have authorized such transaction. Client is solely responsible for selecting Authorized Users. Client shall require each Authorized User to comply with the terms and conditions of this Agreement and shall be responsible for the failure of any Authorized User to so comply. Client shall be responsible for retrieving Cards if any Authorized User leaves your employment or you otherwise revoke an Authorized User's authority to use a Card.

13.03 Receipt of Card and PIN. Client may receive multiple Cards as requested. Cards will be mailed to Client at the address we have for you in our records. PIN instructions will be mailed with each Card requested. Bank shall not be liable for any Losses, whether actual, consequential, and indirect or otherwise, that result from sending a Card to Client's business address or allowing an Authorized User to select a PIN for the Card.

13.04 Card Use. Client may use the Card at Bank ATMs to (i) make withdrawals from, (ii) make deposits to, and (iii) obtain the balance of your Card Account. Client may also use ATMs of other financial institutions with which Bank has agreements permitting such use ("Network ATMs") to make withdrawals from your Card Account. Only where permitted and available, Client may be able to determine balances of and/or make deposits to your Card Account.

Client may also use the Card to make purchases from merchants that have agreed to accept the Card. The cost of purchases may be immediately withdrawn from your Card Account, even if the transaction is not posted to your Card Account until a later date. You agree that using your Card is an additional way to access your Card Account, and that the amount of these purchases will be withdrawn from your Card Account. A merchant honoring the Card may be required to obtain approval or authorization for any transaction over a certain dollar amount. This may create a hold on your Card Account for the authorized amount. Any hold placed on your Card Account may reduce the available funds in your Card Account so that other Checks or transfers presented to Bank for payment may not be paid, other transfers may not

be authorized, or other Checks may not be approved. You agree that Bank may take this action and you agree to relieve Bank of any liability for placing a hold on the Card Account as stated.

13.05 Cancellation. Bank may cancel the Card and the privileges associated with it any time for whatever reason we decide and without prior notice to you. Upon cancellation, the Card remains the property of Bank, and Client shall destroy or return it to Bank immediately upon Bank's request.

13.06 Security Measures. Client acknowledges that a PIN is a commercially reasonable method of verifying whether any transfer or other payments were authorized by an Authorized User. To protect against unauthorized use, the Card should be kept in safe place. In no event shall Client or any Authorized User write the PIN on a Card or any item kept with a Card. Bank assumes no duty to discover any breach of security by Client or an Authorized User or the unauthorized disclosure or use of a PIN.

13.07 Lost or Stolen Card or PIN. If Client or an Authorized User believes your Card or PIN has been lost or stolen or that any unauthorized use of your Card or PIN has occurred or may occur, Client shall promptly notify Bank using the contact information provided in Section 3.25.

13.08 Record of Transactions. Bank will provide Client with periodic Account statements as set forth in the Deposit Account Agreement. If you fail to report to Bank any unauthorized transaction from your Account within the time frame specified in the Deposit Account Agreement, Bank shall have no liability for any Losses sustained after the expiration of such period. Any errors reported to Bank will be investigated by us and we will advise Client of the result of our investigation.

13.09 Transactions Outside of the United States. If you make a transaction or ATM withdrawal outside of the United States, MasterCard will convert the transaction into a U.S. dollar amount and assess a currency conversion fee based on the rates that are in effect between Bank and MasterCard at the time of processing. The currency conversion rate used on the processing date may differ from the rate that would have been used on the transaction date or cardholder statement posting date.

13.10 Liability Provisions. Except as prohibited by Applicable Law or MasterCard rules, you assume the entire risk of the fraudulent, unauthorized or otherwise improper use of your Card. Bank shall have no liability to you for any errors or Losses you sustain using your Card except where we fail to exercise ordinary care in processing any transaction. Bank liability in any case shall be limited to the amount of any funds improperly transferred from your Account less any amount which would have been lost even with the exercise of ordinary care.

Client will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of your Card. This means your liability for the unauthorized use of your Card could be greater than the liability in a consumer debit card transaction.

For the avoidance of doubt, Client shall be liable for, hold harmless, defend, and indemnify Indemnified Parties from and against any and all Losses resulting from, arising out of, or relating to the issuance or use of any Card or PIN, including any claim that use of a PIN is not a commercially reasonable means of providing security against unauthorized transactions from Card Accounts, as well as against any Loss incurred by us as a result of any obligation under Applicable Law to reimburse any Cardholder for any withdrawal or transfer from any Card Account. The provisions of this Section 13.10 shall survive closure of your Account, termination of Services, or termination of all business with us.

13.11 Card Limit. Bank may from time to time set limits on the type, number, or dollar amount of any purchases, withdrawals, or transfers made with your Card, including the amount of money that you may withdraw daily. If your Card Account is connected to an overdraft line of credit, the available balance reflected on an ATM or transaction receipt

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may include the undrawn amount of your credit line. This is to assure that your credit line will be available for withdrawal if you need it at any time. The maximum amount of daily withdrawals from any Card Account through the use of an ATM may also be limited by the rules and regulations of the Card Account from which such withdrawals are made. All such withdrawals are subject both to our rules and those Applicable Laws, statutes and regulations governing the availability of funds.

Article XIV. Lockbox Service

14.01 Description of Lockbox Services. The Lockbox Service is a Service offered by Bank to Client whereby Client directs its customers to mail their payments in the form of Checks to the Lockbox designated for Client. It is the responsibility of Client to notify its customers of the Lockbox address and format of all payments mailed to the Lockbox. Bank will have unrestricted and exclusive access to the mail directed to the Lockbox. Bank, in its sole discretion, may change the Lockbox address or designate more than one Lockbox address for Client.

14.02 Lockbox Procedures. Client authorizes Bank to endorse Items in its name and on its behalf; however, Bank may, in its sole discretion, elect not to place Client's endorsement on Items deposited by Bank to Client's Account. In Bank's sole discretion, Bank may endorse all payments accepted by Bank without the signature of payee and deposit payments into the Account. Client acknowledges and agrees that Client shall be liable to Bank as general endorser on all such Items.

14.03 Acceptable Payee Designation. In the Service Documentation, Client will provide Bank with a list of reasonable variations of its business name, including formal corporate names or trade names that may be used to identify its business ("Acceptable Payee"). Bank will process a Check made payable to an Acceptable Payee if the Check is otherwise processable. Additionally, if Bank determines, in its sole discretion, a Check contains a reasonable variation of Client's business name, Bank may deposit the Check. If the payee is not a reasonable variation, the Check may not be deposited. If the payee is blank, the Bank may stamp in payee's company, provided the payee can be correctly determined from the accompanying papers, and the Check will be deposited. If the Client includes any legal entity other than Client on a list of Acceptable Payees delivered to Bank, Client represents and warrants to Bank that Client has the proper authorization for such payee (a) to have such Check endorsed for deposit, and deposited, into the applicable account, and (b) for Bank to perform the Lockbox Service for such Acceptable Payee.

14.04 Deposit Account Agreement Applicability. All Lockbox contents processed and credited are subject to the terms and conditions of Bank's Deposit Account Agreement and governed by the UCC.

14.05 Remote Lockbox Services. With the Remote Lockbox Services, Client will collect physical Check payments directly from its customers. Bank may provide Client with a scanner and software. Client will scan Checks and documents to capture and save images of the Checks. The scanned files will automatically be transmitted for processing in accordance with the Service Documentation and Deposit Account Agreement. Acceptable Checks will be processed and credited to the Client's Accounts in accordance with the Service Documentation and Deposit Account Agreement. Client will be notified of any unacceptable Checks as specified in the Service Documentation.

14.06 Healthcare Lockbox Services. With Healthcare Lockbox Services, Bank provides services to process Client insurance payments and provides additional services to assist Client in auto-posting medical insurance payments to Client's patient accounting systems via an EDI 835 electronic file. The Services also include access to a web portal for researching claims and viewing information/images of payments processed through the service. If the Healthcare Lockbox Service is

selected, Bank will provide Client with additional services as set out in the Service Documentation.

14.07 ClicknPay Services. ClicknPay Services allows your customers to make online payments to you from the customer's checking account through a website provided by Bank. Additional information about the Service will be provided by Bank in the Service Documentation.

Payments made through ClicknPay Services are made through the Automated Clearing House. Payments will be made by creation of a credit Entry to Client's Account with Bank and will be subject to the provisions of Article V.

14.08 Bill Pay Payment Consolidation Services. With Bill Pay Payment Consolidation Service, Bank simplifies the management of online banking Checks by converting them into electronic payments, and merging them into a single electronic accounts receivable file provided to Client each Business Day. Bank will merge online bill payments made by Client's customers into a single electronic data stream and provide reporting as set forth in the Service Documentation.

14.09 Termination. In the event of early termination, regardless of notification given, Client agrees to reimburse Bank for the remaining cost of the P.O. Box rental that Bank paid up front on behalf of Client.

Article XV. Controlled Disbursement Account ("CDA")

15.01 Description of Services. The Controlled Disbursement Account Service is a Service whereby Bank, on each Business Day, provides Client with information regarding the total dollar amount to be debited from Client's Controlled Disbursement Account based on the Items presented to Bank for payment that are drawn on the Controlled Disbursement Account. Client understands that the purpose of the Controlled Disbursement Account is to improve control over daily cash requirements by allowing Client to defer the funding of the Check disbursements from the Controlled Disbursement Account until the day they are presented for payment and not to delay the collection of funds by the payees.

15.02 Daily Reporting. On each Business Day, Bank will make available to Client information regarding Items to be posted against the Controlled Disbursement Account, which were presented to Bank for payment. Notwithstanding the foregoing, Client will be responsible for payment of Items and other non-Check debits (e.g., debits resulting from ACH or wire funds transfers) which are posted to the Controlled Disbursement Account on each Business Day, even if notice thereof was not made available to Bank or Client. Checks drawn on a Controlled Disbursement Account and deposited at a Bank branch/financial center are posted to the Controlled Disbursement Account on the next Business Day. Client should not cash Checks drawn on its own Controlled Disbursement Account at a Bank branch/financial center. In the event the Client is permitted to do so, the transaction will be posted to the Controlled Disbursement Account on the next Business Day.

Article XVI. Sterling Fa\$mlink Service™

16.01 Description of Services. Sterling Fa\$mlink Service is a custom designed, browser based application that allows a long term care or similar care facility ("Care Facility") to manage resident funds. A resident is an individual living at a Care Facility maintained by Client who receives government or other benefits electronically by direct deposit. If the Sterling Fa\$mlink Service is selected, Bank will provide Client with additional information in the Service Documentation.

16.02 Right to use Service and Compliance with Laws. Client warrants and represents to Bank that 1) it retains the appropriate legal right to receive resident benefits, as a representative payee or otherwise, and has properly identified the resident recipient receiving the

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benefits in accordance with all Applicable Laws and regulations, including OFAC screening and 2) it is in compliance with the New York Comp Codes R. & Regs. Title 18, Sec. 487, and any similar law, concerning personal allowance funds for incidental use in a Care Facility-maintained account.

16.03 Client's Obligation to Discharge Resident. Client further represents and warrants that it will immediately notify Bank of a resident's discharge or death and complete the appropriate release form so that benefit payments are discontinued. If the Bank receives a reclamation, or similar form, demanding reimbursement of funds due by virtue of death or discharge, Client authorizes the Bank to debit the Client's account for the reclaimed funds.

Article XVII. Remote Official Check

17.01 Description of Services. Remote Official Check is a Service that enables customers to securely print official Checks from their office. Client will have access to one or more domains that represent Client's print location. Bank will provide to Client stock of security Check paper and a USB encryption stick for use on a dedicated printer provided by Bank. Client will enter Bank Check requests via the Remote Official Check secure application. The Bank will verify Available Funds in the Client's Authorized Account and determine, at its sole discretion, if the request can be processed. If such request is processed, Bank will debit the Client's Authorized Account and Client can print the Bank Check. If funds are not available, the Bank will not process the Bank Check request. Bank Checks should not be made payable to cash.

17.02 Cancellation of Requests. Client can cancel a request for a Bank Check prior to approving the request. After approving the request, Client must contact Bank to cancel a Bank Check request. Bank can cancel a Bank Check request if it hasn't been submitted for printing; if it has the Bank Check must be voided.

17.03 Business Day Cutoff. In the event a Bank Check request is received by Bank after the designated Cutoff Time, it shall be treated as if it were received on the next Business Day and thus issued on the next Business Day, subject to availability of funds.

17.04 Installation and Training. Bank shall install the dedicated printer at Client's location. Bank shall also provide initial on-site training for one or more of Client's partners, officers, or employees at the time of installation. Additional training may be requested by the Client and provided by Bank.

17.05 Client Acknowledgment. Client acknowledges that it has been provided with all information, data and documents relating to and describing Remote Official Check and its utilization as Client deems necessary or appropriate to make an informed decision on and utilization of Remote Official Check and has been given full and complete opportunity to request and receive any further information or data relating to Remote Official Check and its operation as Client deems necessary.

17.06 Dual Control. Bank requires one Authorized User to enter a Bank Check request and a different Authorized User to approve Bank Check requests made at the Client's location ("Dual Control"). Client may request, on Bank provided form, that Bank Checks be printed at the Client's location without Dual Control. If Client opts out of Dual Control, Client accepts all associated liability. The provisions of this Section 17.06 shall survive closure of your Account, termination of Services, or termination of all business with us.

17.07 Insurance. During the entire term of this Agreement: (a) Client shall maintain, in full force and effect, a policy or policies of insurance constituting blanket fidelity coverage in the amount of not less than \$1 million per occurrence providing coverage for dishonest acts of employees, officers, partners, owners and other relevant persons, with Bank as an additional named insured, and providing for thirty (30) days prior written notice to Bank of cancellation; (b) such insurance coverage

shall be issued by a company having a minimum AM Best Rating of A or equivalent and shall be reasonably acceptable to Bank; and (c) Client shall provide Bank with evidence of such insurance in the form of a certificate of insurance or copy of the policy at the effective date of this Agreement and annually thereafter thirty (30) days prior to expiration of the then existing policies.

Article XVIII. Data Exchange

18.01 Description of Services. Data Exchange makes certain Account, transaction, and related information available to help Client control and manage Client's Accounts. Information reported on a current day basis is subject to final posting and, therefore, at any point in time may not reflect the information on Bank's records at such time.

18.02 Accounts of Other Entities. Client may elect to have accounts of another company/organization reported to Client with any of Bank's Data Exchange Services. Client agrees that, for each such account, the company/organization will provide Bank with its written authorization, in a form acceptable to Bank, for Bank to make that company/organization account information available to Client. However Bank may not require the company/organization to provide written authorization if the company/organization is a U.S. Subsidiary and its accounts are domiciled in the U.S. In such a case, Client represents and warrants that such other company/organization is a U.S. Subsidiary and that such Subsidiary has authorized Bank to make Subsidiary's account information available to Client.

18.03 Accounts at Other Banks. Client may elect to have Client's accounts, or accounts of another company/organization, that are maintained at another financial institution reported through Data Exchange Services. Client agrees that it and the other company/organization will authorize such other financial institution to make the reporting information available to Bank and to take all other actions necessary for Bank to provide Data Exchange Services to you. Bank will not be responsible for the accuracy or timeliness of any information provided to it by any such financial institution.

18.04 Outbound Data Authorization. Client authorizes Bank to report to any financial institution designated by Client in the Service Documentation for Data Exchange, any information concerning all accounts and account clearings and transactions, including, but not limited to, checking, savings, disbursement, zero balance, money market and loan balance accounts, which Client now or in the future maintains with Bank. Bank will make available this information at times specified by Bank from time to time.

18.05 Third Party Information. If Client gains, through its use of one or more Services, access to any information relating to any person other than Bank, Client, or any of Client's Subsidiaries which have authorized Client's receipt of such information, Client agrees that it will treat such third-party information as strictly confidential and shall not disclose it to any person outside Client's company or to any persons within Client's company except those who have a need to know. Client must ensure that adequate measures are taken to prevent the unauthorized use of any such third-party information. Client agrees that it will not use any such third-party information for its own purposes other than in a communication to Bank relating to the Service.

Article XIX. Insured Cash Sweep ("ICS")

19.01 Description of Services. Bank will transfer, or "sweep," funds from transaction accounts that Client maintains with us (each a "Transaction Account"). The funds will be placed in deposit accounts at other depository institutions (each a "Destination Institution"), the deposits of which are insured by the Federal Deposit Insurance Corporation ("FDIC").



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Bank will endeavor to place your funds at Destination Institutions using ICSSM, the Insured Cash Sweep® service of Promontory Interfinancial Network, LLC ("Promontory"). The amount of your funds that Bank will place in the deposit accounts that have been established for the placement of your funds at Destination Institutions ("Deposit Accounts") will not exceed the FDIC standard maximum deposit insurance amount ("SMDIA"), currently \$250,000, at any one Destination Institution.

Bank offers placement of funds through ICS to businesses, nonprofit entities, and, subject to Applicable Law, public entities. You must be capable of using, and you agree to use, the ICS Depositor Control Panel ("DCP"), an online tool described in this Agreement, to review proposed placements and for other purposes. You also agree to receive notices concerning ICS deposits on the DCP and by email.

Funds in your Deposit Accounts will be "deposits," as defined by federal law, at the Destination Institutions.

Bank offers both the ICS demand option and the ICS savings option. Each Deposit Account at a Destination Institution in which your funds will be placed using the ICS demand option will be a demand deposit account ("DDA"). Each Deposit Account at a Destination Institution in which your funds will be placed using the ICS savings option will be a money market deposit account ("MMDA"). With the ICS demand option, you are permitted unlimited withdrawals. With the ICS savings option, you are permitted up to six withdrawals each calendar month.

19.02 Agency and Custodial Relationship. Bank will act as your agent in placing your funds in Deposit Accounts through ICS and, under our separate custodial agreement with you ("Custodial Agreement"), as your custodian for the Deposit Accounts. Bank will not act as your investment adviser, and we will have no obligation to advise you of alternative investments. Bank will use another financial institution to act as our sub-custodian, settlement agent, reconciliation agent, and recordkeeper ("Sub-Custodian"). Sub-Custodian will also act as recordkeeper for Destination Institutions at which your Deposit Accounts are established, maintaining certain deposit account records for those Destination Institutions.

Each Deposit Account (i) will be recorded on the records of the Destination Institution in the name of Sub-Custodian, as our sub custodian, (ii) will be recorded on the records of Sub-Custodian in our name, as your custodian, and (iii) will be recorded on our records in your name, all in a manner that will permit the Deposit Account to be FDIC insured to the same extent as if you held it directly with the Destination Institution. For purposes of UCC Article 8, Bank will act as Client's securities intermediary for, and will treat as financial assets, your Deposit Accounts and all your security entitlements and other related interests and assets with respect to your Deposit Accounts, and we will treat you as entitled to exercise the rights that comprise your Deposit Accounts. All interests that we hold with respect to Client's Deposit Accounts are held by us solely as your securities intermediary and are not our property. Client is and will remain the owner of all funds of yours that we place for you through ICS and any interest on those funds.

As more fully described below, our proposed placements of your funds in Deposit Accounts at Destination Institutions will be available to you in advance on the DCP to approve or reject on each Business Day. Bank has entered into an agreement with Promontory to use ICS for proposed allocation of funds to Destination Institutions that have also entered into agreements with Promontory. In doing so we will adhere to Promontory's policies and procedures. Promontory is not your agent or custodian, however, and it is not responsible for placement of your funds or custody of your Deposit Accounts.

19.03 Termination of Custodial Relationship. Notwithstanding anything in this Agreement to the contrary, either Bank or Client may terminate your participation in ICS at any time. Client may not transfer your Deposit Accounts to another custodian, but Client may dismiss us as your custodian for a Deposit Account and request that your ownership

of the Deposit Account will be recorded in your name on the books of the Destination Institution. Bank will endeavor to cause any such request that we receive from you to be promptly forwarded to the Destination Institution. Each Destination Institution at which your funds may be placed has agreed that it will promptly fulfill any such requests, subject to your compliance with its customer identification policies.

If you have a Deposit Account recorded in your name on the books of a Destination Institution, you will be able to enforce your rights in the Deposit Account directly against the Destination Institution, but we will no longer have any custodial responsibility with respect to the Deposit Account and you will no longer be able to enforce your rights in the Deposit Account against the Destination Institution through us. After your Deposit Account has been recorded in your name on the books of the Destination Institution, the interest rate applicable to the Deposit Account will be the interest rate that the Destination Institution is willing to offer you.

19.04 The Deposit Accounts and the Interest Rate. Each of your Deposit Accounts, including the principal balance and the accrued interest, will be a deposit obligation of the Destination Institution at which the Deposit Account has been established and will not be an obligation of Bank, Sub-Custodian, or Promontory. Bank, as your custodian, will maintain on our books and records, either directly or with the assistance of Sub-Custodian, custodial accounts (each an "ICS Custodial Account") in which we will hold your interests with respect to the Deposit Accounts. We will establish for you separate ICS Custodial Accounts for funds placed using the ICS demand option and for funds placed using the ICS savings option. In addition, we may permit you to have multiple ICS Custodial Accounts for your business purposes with either option, and we may also permit you to have multiple Transaction Accounts associated with an ICS Custodial Account. Having multiple ICS Custodial Accounts or multiple Transaction Accounts will not expand the FDIC insurance coverage available to you in a single insurable capacity.

In accordance with federal regulations, for funds placed using the ICS savings option, each Destination Institution reserves the right to require written notice of an intended withdrawal from an MMDA not less than seven days before the withdrawal is made.

Payment of the full amount of all accrued interest with respect to a Deposit Account at a Destination Institution will be solely the responsibility of that Destination Institution. The interest rate for all of your Deposit Accounts of a particular type (i.e., DDA or MMDA) at all Destination Institutions on any day will be the then current rate Bank establishes, which may be any rate (including zero) and which Bank may modify at any time ("Interest Rate"). Bank may establish different Interest Rates for the ICS demand option and the ICS savings option. Through your continued participation in ICS, you accept the Interest Rate.

Bank does not offer or promise you any particular interest rate. In particular, Bank does not promise you that the Interest Rate or Interest Rates will be any particular rate or that any Interest Rate that may be effective at a given time will be effective at a later time. The Destination Institutions have agreed that interest on your Deposit Accounts will accrue and compound daily at the applicable Interest Rate and will be credited to principal at least once each calendar month. Any claim for payment of accrued interest is enforceable solely against the Destination Institution, not against us, and we will have no debt to you for any such amount.

19.05 Balances and Statements. On any day, you may confirm through the DCP the aggregate principal balance in your Deposit Accounts ("Program Balance") for each ICS Custodial Account, and your principal balance and accrued interest at each Destination Institution for each ICS Custodial Account, as of the settlement of net payments to and from ICS participating institutions through Sub-Custodian ("ICS Settlement") for the preceding Business Day or, after completion of ICS Settlement on a Business Day, for that Business Day.

For each ICS Custodial Account, Bank will send you periodic account statements that include your Program Balance as of the end of

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the statement period, the total interest you have earned on your Deposit Accounts during the period, the rate of return you have earned on the daily average closing principal balance in your Deposit Accounts for the period ("Statement Period Yield"), and your principal balance at each Destination Institution in which your funds are deposited as of the end of the period. Client should retain these account statements.

The account information available on the DCP and the periodic statements will be Client's record of your Deposit Accounts.

19.06 Triggering Events. The Service Documentation sets forth events that will trigger a transfer of funds at ICS Settlement from the Transaction Account to the Deposit Accounts ("Program Deposit") or a transfer of funds at ICS Settlement from the Deposit Accounts to the Transaction Account ("Program Withdrawal").

Depending on the terms of the Service Documentation, an event that triggers a Program Deposit or a Program Withdrawal ("Triggering Event") may be a specified change in the Transaction Account balance, a request by Client that Bank accepts, or another event described in the Application.

If Bank permits Client to have multiple Transaction Accounts associated with a single ICS Custodial Account, the Service Documentation may specify separate sets of Triggering Events for each Transaction Account or one set of Triggering Events for all Transaction Accounts.

19.07 Program Deposits. The occurrence of a Triggering Event for a Program Deposit does not result in a transfer of funds to your Deposit Accounts until the applicable ICS Settlement occurs. The Service Documentation contains important information regarding the insured status of funds in the Transaction Account.

Subject to the other terms and conditions of this Agreement, and except as provided in the next paragraph, a Triggering Event for a Program Deposit under the Application will result in a transfer of funds to your Deposit Accounts at ICS Settlement the next Business Day ("Regular Program Deposit").

The Service Documentation states whether the transfer of funds to your Deposit Accounts at ICS Settlement on the same Business Day ("Same-Day Program Deposit") is available and, if so, the cutoff time for you to request a Same-Day Program Deposit ("Same-Day Deposit Cutoff Time"). To the extent the Service Documentation so provides, and subject to the other terms and conditions of this Agreement, a request that Bank receive and accept before the Same-Day Deposit Cutoff Time will be a Triggering Event that results in a Same-Day Program Deposit.

Bank may impose a maximum Program Balance amount for your deposits placed through ICS and will inform you of any maximum Program Balance we impose. Even if a Triggering Event for a Program Deposit occurs, we may not transfer the amount to your Deposit Accounts to the extent it would cause the Program Balance to exceed the maximum amount. In addition, Bank may choose not to transfer to the Deposit Accounts an amount that we have credited to the Transaction Account, but have not yet collected from a third party.

19.08 Program Withdrawals; Advances. Subject to the other terms and conditions of this Agreement, a Triggering Event for a Program Withdrawal under the Service Documentation will result in a transfer of funds from your Deposit Accounts at ICS Settlement the next Business Day ("Regular Program Withdrawal"). If the Triggering Event occurs on the last Business Day of a calendar month, the Program Withdrawal will occur on the first Business Day of the following calendar month for purposes of the Program Withdrawal limit that applies in connection with the ICS savings option.

The Service Documentation states whether the transfer of funds from your Deposit Accounts at ICS Settlement on the same Business Day ("Same-Day Program Withdrawal") is available and, if so, the cutoff time for you to request a Same-Day Program Withdrawal ("Same-Day Withdrawal Cutoff Time"). To the extent the Service Documentation so provides, and subject to the other terms and conditions of this Agreement, a request that we receive and accept before the Same-Day

Withdrawal Cutoff Time will be a Triggering Event that results in a Same-Day Program Deposit.

19.09 Advances; Security Interest in Deposit Accounts. If the Service Documentation provides that Bank will advance funds to you in anticipation of a Program Withdrawal, or if Bank otherwise decides in our discretion to advance funds to you in anticipation of a Program Withdrawal, you will owe the amount of these funds to us and we will retain from the funds we receive at ICS Settlement the amount we have advanced to you.

With respect to any amount that you owe to us pursuant to this Section 19.09:

- (a) Client grants Bank, and acknowledges that Bank has, a security interest in, and a lien on, your Deposit Accounts, related security entitlements, and other related interests and assets that Bank may hold for you as custodian and securities intermediary pursuant to the Custodial Agreement for the amount you owe to us,
- (b) if a Destination Institution fails before a Program Withdrawal is completed, Bank may retain the amount of the Program Withdrawal from the proceeds of your FDIC insurance claim to satisfy the amount you owe to us, and
- (c) to the extent the amount you owe to us is not satisfied from the interests and assets we are holding for you pursuant to the Custodial Agreement, or from the proceeds of any FDIC insurance claim, the amount remains owed by you to us and is payable on demand.

If, in a separate agreement, Client has granted us a security interest in your Deposit Accounts or in any security entitlements or other interests or assets relating to your Deposit Accounts as collateral for a loan to you or otherwise, we may decline to honor a request for a Program Withdrawal, or decline to honor a debit transaction in the Transaction Account that would trigger a Program Withdrawal or be funded by a Program Withdrawal, to the extent the Program Withdrawal would cause your Program Balance to fall below the loan amount or other amount that you have agreed to maintain in your Deposit Accounts or to which the security interest applies. If, in a separate agreement, you have granted us a security interest in the Transaction Account, we also may decline to honor other kinds of debit transactions in the Transaction Account in accordance with the separate agreement.

19.10 Program Withdrawal Considerations. With the ICS demand option, Client may make unlimited Program Withdrawals. With the ICS savings option, Client may use up to six Program Withdrawals per calendar month for an ICS Custodial Account. To remain within this limit, you should satisfy yourself that the Triggering Events for Program Deposits and Program Withdrawals under the Service Documentation are appropriate in light of your anticipated day-to-day activity in any Transaction Account associated with the ICS Custodial Account.

In addition to applying the Program Withdrawal limit, Bank will allocate funds so that, in accordance with federal regulations, your funds are not withdrawn from an MMDA at any one Destination Institution more than six times in a calendar month.

Although Bank may permit Client to have more than one ICS Custodial Account for your business purposes, Client may not have more than one ICS Custodial Account for the purpose of avoiding the effects of the Program Withdrawal limit.

With the ICS savings option, if Triggering Events on the same Business Day result in both a Same-Day Program Withdrawal, on that Business Day, and a Regular Program Withdrawal, on the next Business Day, the Triggering Events will have resulted in your use of two of your six Program Withdrawals for the calendar month.

19.11 Excess Program Withdrawals. The consequences of exceeding the limit of six Program Withdrawals depend on whether Client gives Bank, in the Service Documentation, an advance instruction to endeavor to reallocate your funds from the ICS savings option to the

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ICS demand option in the circumstances described in the paragraph below ("Reallocation Instruction").

If Client gives Bank a Reallocation Instruction in the Service Documentation, the following provision will apply with respect to each ICS Custodial Account:

- (a) So long as Client has not exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous calendar months:
 - (i) Client may use all six permitted Program Withdrawals in a calendar month, and
 - (ii) if an excess (seventh) Program Withdrawal occurs before the last Business Day of the calendar month, Bank will endeavor to reallocate all the remaining funds in your MMDAs at Destination Institutions to DDAs at Destination Institutions, and Bank will transfer to the Transaction Account any such funds not so reallocated.
- (b) If Client has exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous calendar months and a sixth Program Withdrawal occurs in a calendar month, (A) Bank will endeavor to reallocate all the remaining funds in your MMDAs at Destination Institutions to DDAs at Destination Institutions, and Bank will transfer to the Transaction Account any such funds not so reallocated, and (B) the ICS Custodial Account will be ineligible for the ICS savings option for the remainder of the calendar month and for the next six full calendar months. Client's eligibility to use the ICS demand option will not be affected.

If Client does not give Bank a Reallocation Instruction in the Service Documentation, the following provision will apply:

- (a) So long as Client has not exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous calendar months:
 - (i) Client may use all six permitted Program Withdrawals in a calendar month, and
 - (ii) if an excess (seventh) Program Withdrawal occurs before the last Business Day of the calendar month, Bank will transfer all the remaining funds in your MMDAs at Destination Institutions to the Transaction Account.
- (b) If Client has exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous calendar months and a sixth Program Withdrawal occurs in a calendar month, (A) Bank will transfer all the remaining funds in your MMDAs at Destination Institutions to the Transaction Account, and (B) the ICS Custodial Account will be ineligible for the ICS savings option for the remainder of the calendar month and for the next six full calendar months. Client's eligibility to use the ICS demand option will not be affected.

If all the funds in MMDAs for an ICS Custodial Account have been returned to the Transaction Account for the remainder of a calendar month, no Program Deposits for the ICS savings option will occur before the end of the calendar month. If the ICS Custodial Account has become ineligible for the ICS savings option, no Program Deposits for the ICS savings option will occur during the period of ineligibility.

19.12 Daily Allocation; Review and Consent. In addition to allocating Client funds to each Destination Institution in an amount that is under the FDIC insurance limit, the ICS process for allocating Program Deposits, Program Withdrawals, and funds already on deposit reflects considerations such as the need for certain Destination Institutions to receive deposits in amounts they have placed for their own customers and possible limits on the amounts a Destination Institution may have agreed to receive. At any Destination Institution, these amounts may change from day to day. Accordingly, subject to the procedures described in this Agreement, the allocation of funds takes place each Business Day.

As a result of the daily allocation of funds in ICS and the allocation objectives outlined in this Section 19.12, the set of Destination Institutions to which your funds on deposit are allocated on a Business Day, and the amount allocated to each Destination Institution, may differ from a previous Business Day's allocation. A different allocation may involve the movement of funds from one Destination Institution to another Destination Institution, even though you do not have a Program Deposit or a Program Withdrawal. Such movements of funds will not affect any Interest Rate.

Client shall exercise control over the placement of your funds through direct contact with Bank and through the DCP. Client is responsible for reviewing the important information we provide you through the DCP, including information regarding proposed placements that we provide each Business Day. In addition, on request at any time, Bank will provide you with a list of all Destination Institutions.

Although Bank will not place your funds at Destination Institutions that you exclude or reject in the manner described below, you authorize and consent to the placement of your funds at Destination Institutions that you approve, or do not exclude or reject, as set forth below.

19.13 Destination Institution Exclusions. Bank will not place your funds at any Destination Institution that is on your then-effective list of exclusions from eligibility to receive your funds through ICS ("List of Exclusions").

Client may enter the name of any depository institution on your List of Exclusions in the Service Documentation. An exclusion in the Service Documentation is effective when Bank has signed the document. Client may later add exclusions to or subtract exclusions from your List of Exclusions by contacting Bank in a manner we specify. If you add an exclusion in this manner, the new exclusion will be effective within one Business Day after the first Business Day on which we have received the notice from you.

If, on a Business Day, you have outstanding deposits that Bank has placed for you using Promontory's CDARS® service, and you have provided the same taxpayer identification number to us for purposes of CDARS and ICS, our placements of your funds at Destination Institutions for that Business Day in ICS:

- (a) will not include a Destination Institution that is the subject of a then-effective designation by you as ineligible to receive your funds through CDARS, and
- (b) will not cause the balance in your Deposit Accounts at a Destination Institution, together with the outstanding deposits, if any, that we have placed for you at that Destination Institution through CDARS, to exceed the SMDIA.

19.14 Depositor Control Panel. Promontory will assist Bank in providing the DCP to Client. The Service Documentation provides access information for the DCP. You represent that you have a computer with internet access, an email address, the ability to download and print information from the DCP for your records, and the knowledge and experience to use an online tool for the DCP functionality. In addition, you acknowledge that you will be required to obtain and maintain all equipment and services necessary for access to the DCP.

19.15 Depositor Placement Review. Each Business Day, your aggregate principal balance that will be in Deposit Accounts at Destination Institutions after that day's ICS Settlement will be provisionally allocated to Destination Institutions. The amount allocated will reflect your Program Balance as of the last ICS Settlement, plus any Program Deposit that will occur at the day's ICS Settlement, minus any Program Withdrawal that will occur at the day's ICS Settlement. The allocation may provide that previously deposited funds will be removed from one or more Destination Institutions and deposited in one or more other Destination Institutions.

After the provisional allocation occurs on a Business Day, but before it becomes final at the day's ICS Settlement, Depositor Placement Review ("DPR") will occur through the DCP. Even if a Destination Institution is not on your List of Exclusions, we will not place

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your funds at the Destination Institution that day at ICS Settlement if you reject it that day during DPR through the DCP. The initial DPR time period is set forth in the Service Documentation. Bank may change the DPR period by posting advance notice of the change on the DCP. Your rejection of a Destination Institution will be effective only if you submit it, as specified in the DCP, before DPR ends.

In DPR, you will see a list of proposed placements of your funds at ICS Settlement later that day ("Proposed Placement List"), reflecting the provisional allocation of all your funds, including funds that will be moved from one Destination Institution to another Destination Institution. The Proposed Placement List will include the principal balance allocated to each Destination Institution. If Client reviews the Proposed Placement List, and you approve or you do not reject any of the Destination Institutions on the list, you will be approving the proposed placements and your funds will be placed in accordance with the list.

If you reject any of the Destination Institutions on the Proposed Placement List, you will be approving placement at Destination Institutions on the list that you do not reject. After entering rejections, if sufficient time remains in DPR, you will have the opportunity to review a list of other Destination Institutions at which your funds could be placed ("Alternate Placement List"). If you approve or you do not reject any of the Destination Institutions on the Alternate Placement List, you will be approving the placement of your funds at any of the listed Destination Institutions. If you reject any of the Destination Institutions on the Alternate Placement List, you will be approving placement at listed Destination Institutions that you do not reject. We may place your funds at any combination of Destination Institutions on the Proposed Placement List and the Alternate Placement List that you do not reject.

If the provisional allocation on a Business Day would result in funds of yours currently at one Destination Institution being moved to another Destination Institution and you reject the other Destination Institution in DPR that Business Day, the funds will not necessarily remain at the first Destination Institution. The funds will be allocated to a Destination Institution that you do not reject or returned to the Transaction Account.

A Destination Institution that Client rejects in DPR will also be added to your List of Exclusions, for purposes of future placements, within one Business Day after the Business Day on which you submit the rejection.

Bank does not guarantee that all your funds will be placed at Destination Institutions on any particular day, even if they were placed at Destination Institutions on a previous day. Exclusions of Destination Institutions, and rejections of Destination Institutions in DPR, may increase the chance that funds will not be placed. If funds not yet transferred to your Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will remain in the Transaction Account. If funds previously transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will be returned to the Transaction Account.

19.16 Deposit Insurance Coverage. Client may obtain information about deposit insurance coverage by visiting the FDIC website at www.fdic.gov or by contacting the FDIC by letter, email, or telephone. All Client deposits at a Destination Institution in the same insurable capacity (whether you are acting directly or through an intermediary) will be aggregated for purposes of the SMDIA. Client should add to your List of Exclusions any FDIC insured depository institution at which you have other deposits in the same insurable capacity. Insurable capacities include individual accounts, joint accounts, and individual retirement accounts. Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate taxpayer identification number ("TIN") does not necessarily evidence or establish a separate insurable capacity. It is your obligation to determine whether funds Bank is placing for you through ICS are maintained in separate insurable capacities. We use your TIN to identify you, and we place your funds on the understanding that you are not depositing funds for placement under more than one TIN in the same insurable capacity.

The Transaction Account balance, alone or when aggregated with your other deposits with us in the same insurable capacity, may exceed the SMDIA. The Service Documentation describes measures you should take if you cannot accept risks associated with uninsured deposits in the Transaction Account.

The requirements for deposit insurance coverage of the deposits of the United States government, state, county, and municipal governments and their political subdivisions, the District of Columbia, and the Commonwealth of Puerto Rico are set forth in FDIC regulations. If Client is a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. Bank is not responsible for uninsured losses resulting from the placement of deposits that are not eligible for deposit insurance.

The records maintained for us by Sub-Custodian regarding ownership of your Deposit Accounts will be used to establish your eligibility for deposit insurance coverage. Accordingly, Client must immediately report to Bank any changes in ownership information. We will inform Sub-Custodian of any such changes so that it will have accurate information to provide to the FDIC if a Destination Institution fails. The FDIC may also require client to provide additional documentation.

19.17 Deposit Insurance Payments. If deposit insurance payments become necessary for one of your Deposit Accounts, the FDIC is required to pay the principal amount plus accrued interest to the date of the closing of the Destination Institution, as prescribed by law, subject to the SMDIA. No interest is earned on deposits from the time a Destination Institution closes until insurance payments are received. As an alternative to making a direct insurance payment, the FDIC may transfer the deposits of an insolvent institution to a solvent institution. The solvent institution may change the interest rate on a deposit, subject to your right to withdraw the funds.

Bank will notify you if we receive a deposit insurance payment from the FDIC with respect to your Deposit Account at a failed Destination Institution. Should Bank receive a deposit insurance payment with respect to your Deposit Account at a failed Destination Institution, we will place the amount of the payment in one or more Deposit Accounts at Destination Institutions pursuant to the deposit placement procedures set forth in this Agreement, subject to the other terms and conditions of this Agreement, including Section 19.09.

In general, if an insured depository institution is closed, the FDIC is required by law to pay the insured deposits "as soon as possible," either by cash or by transferring the deposit to a new insured depository institution. It is possible, however, that an insurance payment could be delayed. Bank will not be obligated to make any payment to you in satisfaction of a loss you might incur as a result of a delay in an insurance payment, and Bank will not be obligated to advance funds with respect to any such payment. Additionally, neither Sub-Custodian nor Promontory will have any such obligation.

19.18 Responsibility to Monitor Deposits; Publicly Available Information. Client is responsible for monitoring the total amount of funds in your Deposit Accounts at each Destination Institution in each insurable capacity to determine the extent of FDIC deposit insurance coverage available to you for deposits at that Destination Institution. Client should confirm that placements of your funds are consistent with your exclusions and rejections by visiting the DCP and viewing the placements of your funds at Destination Institutions, recognizing that the funds could be placed at different Destination Institutions on any Business Day.

Publicly available financial information concerning the Destination Institutions can be obtained by you at the website of the National Information Center of the Federal Reserve System at <https://www.ffiec.gov/NPW>. Neither Bank, Sub-Custodian, nor Promontory guarantees the financial condition of any Destination Institution or the accuracy of any financial information about any Destination Institution.

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19.19 Reciprocal and One-Way. Bank may participate in ICS through one or both of two different forms of the service. When Bank uses the form known as ICS Reciprocal, we place deposits for our customers and receive deposits placed by other participating financial institutions for their customers. In ICS Reciprocal, Bank does not receive a fee, but pays a fee to Promontory. When Bank uses the form known as ICS One Way, Bank does not receive deposits placed by other institutions or pay a fee to Promontory, but Bank and Promontory may receive fees from Destination Institutions. The fees may be different for different Destination Institutions.

The interest Client receives on all your Deposit Accounts will be at the applicable Interest Rate, whether Bank uses ICS Reciprocal or ICS One-Way. It is possible, however, that the Interest Rate may be different depending on which form of ICS Bank uses. In ICS Reciprocal, the fee we pay to Promontory may affect the Interest Rate. In ICS One-Way, fees paid by Destination Institutions to us or to Promontory, or cost-of-funds rates at which Destination Institutions may request funds, may affect the Interest Rate. Regardless of whether Bank uses ICS Reciprocal or ICS One-Way, however, Client will not pay a fee for the placement of your funds through ICS.

19.20 Approved Use. The Service Documentation allows Client to approve Bank's use of ICS Reciprocal, ICS One Way, or both. In such case, Bank will not be obligated to inform you of the interest rate that might be available using the other form, and Bank may select a form of ICS that provides greater benefits to us. Alternatively, the Service Documentation allowed client to approve Bank's use of ICS Reciprocal only in connection with the placement of your funds.

If you are subject to restrictions on the placement of your funds at depository institutions, you are responsible for determining whether the placement of your funds through ICS, in accordance with the Service Documentation, satisfies the restrictions.

19.21 Compare Rates. Bank is not advising you regarding alternative investments, and you are responsible for comparing the rates of return and other features of your Deposit Accounts to other available deposit accounts, and other kinds of investments, before deciding to have us place your funds using ICS.

The Interest Rate or Interest Rates for your Deposit Accounts may be higher or lower than interest rates on comparable deposits available directly from us, from the Destination Institutions that establish your Deposit Accounts, from other Destination Institutions, or from insured depository institutions that are not Destination Institutions.

Promontory may offer Bank and our employees non-cash incentives in connection with our placement of funds.

19.22 Allocation Considerations and Compensatory Payments. The ICS allocation process does or may reflect, in addition to enabling Destination Institutions to receive deposits in certain amounts, various other considerations, including considerations of applicable law, Promontory's objectives, and other matters. Promontory may allocate funds in a manner that enhances Promontory's profits, Bank's profits, or both.

When Bank uses ICS Reciprocal, we may make compensatory payments to, or receive compensatory payments from, other ICS participating institutions reflecting the difference between the applicable Interest Rate and the rate at which we pay interest on deposit accounts that we have established as a Destination Institution for customers of other ICS participating institutions. These payments are intended to provide us with an interest cost on the deposit accounts of the customers of the other institutions that is the same as the cost we would have incurred if we had paid interest on those deposit accounts at the applicable Interest Rate at which you receive interest for your Deposit Accounts. If we have been making such compensatory payments and you have your Deposit Account recorded in your name on the books of a Destination Institution as described in Section 19.03, the interest rate at which the Destination Institution is willing to pay you interest on the account may be lower than the Interest Rate.

If we were to become insolvent, the FDIC could transfer custody of your Deposit Accounts to a new custodian that participates in ICS. Alternatively, you could elect to establish your Deposit Accounts directly with the Destination Institutions or you could elect to have your funds returned to you.

19.23 Mutual Institution Voting and Subscription Rights. If your funds are placed in a Deposit Account at a Destination Institution in the mutual form of organization, you may receive through Bank a notice of a meeting of the depositor members of that mutual institution. Because your Deposit Account will be identified on the books of the mutual institution in the name of the Sub-Custodian and not in your name, you will not have the opportunity to attend the meeting or vote by proxy, and you hereby waive any such rights. The Sub-Custodian has agreed that it will forward meeting notices to Bank (for delivery to Client), but the Sub-Custodian will not attend the meeting or vote by proxy.

It is possible that the mutual institution also may send notice of its intention to convert to a stock institution and provide for priority, non-transferable subscription rights for depositor members of the mutual institution to purchase stock in the conversion. Because your Deposit Account will be identified on the books of the mutual institution in the name of the Sub-Custodian and not in your name, you will not have the opportunity to exercise any subscription right to purchase the stock or to vote on the conversion, and you hereby waive any such rights. The Sub-Custodian also will not purchase any stock in the conversion.

If Client wishes to receive meeting notices directly, attend meetings, and vote (to convert from the mutual to stock form of ownership, form a mutual holding company, or otherwise) with respect to your Deposit Account at a Destination Institution that is a mutual institution, or if you wish to receive subscription rights in the event the mutual institution converts from mutual to stock form, you must dismiss us as custodian before the applicable record date (a date usually at least one year in advance of the date the mutual institution's board of directors adopts a plan of conversion) and have your ownership of the Deposit Account recorded in your name directly on the books of the mutual institution.

19.24 Release and Use of Identifying Information. Client consents to our providing your name, TIN, and other pertinent identifying information ("Identifying Information") to Sub-Custodian, Promontory, and other parties providing services in connection with ICS ("Service Provider"). A Service Provider may use the Identifying Information only in connection with its provision of services relating to ICS. Bank may also provide Identifying Information to a Destination Institution, but will do so only to the extent necessary to comply with a request by you or your agent or to comply with Applicable Law. In addition, Bank and other Service Providers may provide Identifying Information to the FDIC in connection with a deposit insurance claim.

Bank will not provide Identifying Information to any other party unless we determine that (i) we are required by Applicable Law to do so or (ii) we are permitted by Applicable Law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of Promontory or Sub-Custodian. Promontory may use and disclose information regarding aggregated activity of ICS depositors, provided it does not use or disclose any Identifying Information except as permitted by this Section 19.24.

19.25 Liability and Dispute Resolution. Bank is responsible for maintaining, directly or through a Service Provider, appropriate records of our placements for you. We are also responsible for not placing your funds through ICS at any Destination Institution that is the subject of a then-effective exclusion on your List of Exclusions, at any Destination Institution that is the subject of an effective rejection by you at the time of the applicable ICS Settlement, in an ICS placement at a Destination Institution under a single TIN in an amount that exceeds the SMDIA, or in a manner that violates Section 19.13. IF ALL OR PART OF YOUR DEPOSIT AT A DESTINATION INSTITUTION IS UNINSURED BECAUSE OF OUR FAILURE TO FULFILL THESE



BUSINESS BANKING TREASURY MANAGEMENT SERVICES AGREEMENT

RESPONSIBILITIES, AND IF THE DESTINATION INSTITUTION FAILS AND YOU DO NOT OTHERWISE RECOVER THE UNINSURED PORTION, WE WILL REIMBURSE YOU FOR YOUR DOCUMENTED LOSS OF THE UNINSURED PORTION.

SUBJECT TO OUR REIMBURSEMENT OBLIGATION IN THE PRECEDING PARAGRAPH, AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND PROMONTORY AND SUB-CUSTODIAN WILL NOT BE LIABLE, TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OR DAMAGES INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, PROMONTORY, AND SUB-CUSTODIAN WILL NOT HAVE ANY LIABILITY FOR: (I) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), OR (II) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).

ANY DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS ARTICLE WILL BE GOVERNED BY THE DISPUTE RESOLUTION, ARBITRATION, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTES PROVISIONS, IF ANY, CONTAINED IN YOUR CUSTODIAL AGREEMENT.

19.26 Termination. In the event of termination of this Service, the obligations of both parties will survive with respect to any funds deposited at the time of termination.

Effective: January 31, 2019

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