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GLOBAL TRANSACTION SERVICES TERMS & CONDITIONS

The Global Transaction Services Terms and Conditions (the General Terms and Conditions, the Service Terms and the Glossary – collectively, the “T&C”) together with the other Service Documentation form the agreement between Bank of America Corporation subsidiary banks (Bank of America, N.A. along with any other affiliates or subsidiaries of Bank of America Corporation listed on the List of Banks, hereinafter “Bank,” “we,” “us,” “our”) and the entity/entities that signed the Acceptance of Services (hereinafter “Client,” “you,” “your”) for the provision of global transaction services (“Service(s)”).

I. GENERAL TERMS AND CONDITIONS

A. General Matters

1. Agreement

By Client’s execution of the Acceptance of Services, Client agrees to be bound by the T&C and the other Service Documentation, which together form the agreement between Bank and Client with respect to the Services described. This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties and supersedes and extinguishes all prior agreements related to the subject matter covered by this agreement. There are no unwritten oral agreements between the parties. Current User Documentation is available upon request. Except to the extent access to any Website associated with a Service requires an agreement with a third party that is distinct from the Service Documentation, the Service Documentation constitutes and represents the entire agreement between Bank and Client regarding the Services Bank provides anywhere in the world and supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature.

2. Incorporation of General Terms

Each and every provision in this General Terms and Conditions section applies to each Service section and each amendment, supplement, addendum, change or update to the T&C without specifically reiterating each provision in each Service section.

3. General Obligations

a. Performance

Bank is responsible for performing the Services that Bank agrees to provide from time to time and as set out in the Service Terms and in the Service Documentation. Bank may contract with an outside vendor in providing any of these Services.

b. Assistance

With respect to any Service, Bank will provide assistance by telephone at the numbers and during the hours specified in writing from time to time or Bank may direct Client to a Website, such as CashPro® Service Center (or any successor Website), for assistance.

c. Use of Services

Client agrees to use all Services and to conduct transactions in accordance with applicable laws, rules, enactments, regulations, regulatory policies, regulatory guidelines, industry codes, regulatory permits and regulatory licenses, in each case which are in force and as amended or superseded from time to time, including but not limited to all applicable economic or financial sanctions laws and regulations, including those imposed and enforced by the United States, European Union, United Kingdom and United Nations; such laws and regulations contain prohibitions regarding banking transactions involving certain countries or jurisdictions. Client agrees that it is complies with all applicable laws, including laws that may require licensing or registration with a governmental authority. Client is responsible for ensuring that its use of a Service is in accordance with the applicable User Documentation and Materials, if any, for that Service.

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 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.

d. Authorized Persons

Client must provide Bank with a list, in a manner and form acceptable to Bank, of authorized persons who may perform certain duties in connection with each specific Service, and it is Client’s responsibility to update the list as necessary to reflect any changes.

e. Collected and Available Funds

Client must not issue any payments, initiate transactions or use any Service in a way which would cause its account balance to be exceeded (overdraft), and Client must ensure that Collected and Available Funds sufficient to cover the total of all payments or transactions issued are on deposit in its account each Business Day. In the event that sufficient funds are not available at the time of settlement, Bank may decline to process transactions without liability to Client or its payees. If Bank, in its sole discretion, allows an overdraft to occur in Client's account, repayment is immediately due and payable without notice or demand or as set out in the applicable Account Agreement. In such cases, the fact that Bank previously allowed an overdraft does not waive any Bank right and does not obligate Bank to any overdraft in the future. Additional terms and conditions contained in the Account Agreement may apply. If sufficient funds are not available, Bank is not obligated to process any transactions, even if Bank has done so in the past, without having first been paid by Client.

f. Provisional Credit

For certain Services, Bank may provide provisional credit to Client which is subject to later verification by Bank. Bank may reimburse itself for any provisional credit that it makes available to Client out of any Client Deposit Account. Client will pay Bank immediately for transactions or returned or rejected items which Bank previously credited to Client's account, and authorizes Bank to debit Client's Deposit Account accordingly. Such amounts will be immediately due and payable without notice.

g. Data Back Up

Client is responsible for maintaining the security of Client held and stored data, the transmission of Client held data, and ensuring that it is adequately backed-up. Bank is not responsible for your loss of your data.

h. Regulatory Assistance.

Client agrees to cooperate with Bank fully to facilitate Bank's adherence to guidance provided by any regulatory body, including, but not limited to, the Office of the Comptroller of the Currency ("OCC").

4. **Governing Law**

Except as otherwise expressly provided in the Service Documentation or the Services portion of this T&C for a particular Service, or as required by law, with respect to each Service, the Service Documentation is governed by and interpreted according to the law of the State of New York, without reference to principles of conflicts of law other than those applying the substantive law of New York, subject to any supervening United States federal law, rule or regulation applicable to a national banking institution.

5. **Resolution of Disputes; Service of Process**

Arbitration. Except as otherwise expressly provided in the Service Documentation or the T&C as it relates to a particular Service, any dispute, controversy or claim arising out of or relating to Services or Service Documentation will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules (an "Arbitration"). The place and seat of Arbitration will be the Borough of Manhattan, New York, New York, and the language to be used in the arbitral proceedings will be English. Either party may exercise self-help remedies or obtain provisional or ancillary remedies from a court at any time, even while the arbitration is pending. By exercising or obtaining any such remedies, neither party waives any rights it may otherwise have. Client agrees that it will not commence any action, litigation or proceeding against Bank in any way related to the Services, Service Documentation or related transactions in any forum other than the seat or courts set out in this section. Each party waives the defense of inconvenient forum, and waives any objection that it may now or hereafter have to the seat for arbitration or venue for litigation set forth in this section (I.A.5). Nothing in this T&C shall affect any right that Bank may otherwise have to bring any action, litigation or proceeding relating to the terms and conditions of this T&C applicable to the Services or the transactions relating thereto against Client or its assets in the courts of any jurisdiction.

Exception for Electronic Funds Transfers. Notwithstanding the preceding paragraph, any dispute or controversy that arises from an Electronic Funds Transfer Service may be brought in the courts of the State of New York sitting in New York County and the United States District Court of the Southern District of New York, and each party submits to the jurisdiction of such courts. Each party waives, to the fullest extent permitted by applicable law, any right to a trial by jury.

Service of Process. Upon Bank's request, Client must appoint an agent for service of process in the United States of America within 14 days of receipt of Bank's request, and it agrees that any writ, summons, order, judgment or other document relating to or in conjunction with any proceeding, suit or action may be served on it in the United States of America. Client agrees that failure by an agent for service of process to notify Client of the process will not invalidate the proceedings concerned. If the process agent appointed is unable for any reason to act as agent for service of process, Client shall promptly (and in any event within 5 calendar days of such event taking place) appoint another agent on terms acceptable to Bank.

6. Notice of Account Statement Discrepancies

Client may receive notices, advices or reports that are produced by a Service and/or through the use of other Services provided by Bank to Client. Client must send Bank written notice, with a statement of relevant facts, within 14 days after receipt of the first notice, advice or report indicating a discrepancy between Bank records and Client records. If Client fails to give the required notice, Bank will not be responsible for any loss of interest or cost relating to any discrepancy reflected in the notice, advice or report. In the event of a conflict between Bank records and Client records, absent manifest error, Bank records will control.

7. Severability; No Waiver

If any provision of the Service Documentation or the application of any such provision to any person or set of circumstances is determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of the Service Documentation, 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, is not impaired or otherwise affected and continues to be valid and enforceable to the fullest extent permitted by law.

No delay or failure to exercise any right or remedy under the Service Documentation is deemed to be a waiver of such right or remedy. No waiver of a single breach or default under the Service Documentation is a waiver of any other breach or default. Any waiver under the Service Documentation must be in writing.

8. Changes to a Service or Service Documentation

Client may request Bank at any time to change the processing instructions for any Service, provided such request is in writing or in an otherwise agreed upon form for communicating such requests. Bank is not obligated to implement any requested changes until it has had a reasonable opportunity to act upon them. In making changes, Bank is entitled to rely on requests purporting to be from Client. For certain changes, Bank may require that requests be in writing, in a form and manner acceptable to Bank, and be from an authorized person designated by Client. In addition, certain requests for changes may be subject to Bank's approval.

Bank may 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 "Change(s)") to this Service Documentation have been posted on the Website, such Change(s) are effective when posted for Services provided after that date, whether or not Client accesses the Website or otherwise receives actual notice of the Change(s). Bank may, in its sole discretion, discontinue a Service and subsequently remove such written Service terms from the current version of this T&C. 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.

9. Suspension and Termination

If at any time Bank believes (i) that the provision of any Service to Client may create a risk of financial loss for Bank or result in an unacceptable credit exposure, including without limitation due to a Security Breach or other material security risk, or (ii) that information systems or an account associated with any Service may be subject to irregular, unauthorized, fraudulent or illegal activity, Bank may, in its sole discretion, immediately, without prior notice to you, suspend or modify the provision of any such Service until such time that risk, exposure, or activity is eliminated or otherwise resolved, notwithstanding anything to the contrary in the Service Documentation. Either party may terminate any or all Services upon 30 calendar days prior Notice to the other party. Notwithstanding the foregoing sentence, Bank may terminate any or all Services effective immediately, and Bank will send Bank Notice (as defined in the Communications section below) of the termination, if any of the following occurs on the part of Client:

- Breach any of the terms and conditions in the Service Documentation or any other agreement with Bank;
- A Security Breach affecting the Client or Third Party Vendor;
- Termination, liquidation or dissolution or disposal of a substantial portion of assets;
- Failure generally to pay debts as they become due;
- Voluntary or involuntary bankruptcy, insolvency, reorganization or other similar proceeding;
- Initiation of any composition with creditors.
- Material adverse change in financial condition or ability to perform obligations;
- Any guaranty of obligations terminates, is revoked or its validity is contested by the guarantor, or any of the events set forth in the above five bullet points occur to the guarantor;
- The account necessary to provide any Service is closed; or

- The Client failed to use the Service for a significant period of time, the time period of which the Bank shall determine in its sole reasonable discretion, and that such failure to use constituted dormancy of the Service.

If a Service Client is using is terminated for any reason, Client will do the following:

- Immediately stop using any Materials relating to the terminated Service.
- Erase or delete any Software relating to the terminated Service.
- At Bank's option, either return or destroy all Materials relating to the terminated Service and certify that Client has done so.

These obligations continue after a Service has been terminated. Absent a written agreement otherwise, termination does not release Bank or Client from any respective obligations which arose or became effective before such termination including payment obligations for Services provided before termination, and any such termination is in addition to Bank's other rights under applicable law and under the terms of the Service Documentation. Upon termination, all amounts owed become immediately due and payable. Also, termination of any Service does not release Bank or Client from any respective obligations which arose or became effective before such termination.

10. Provision of Information

To assist in the establishment and maintenance of overdraft limits, any payment instructions and any electronic access to the Services, and to assist in Bank's compliance with any applicable laws, rules and regulations and for any other purpose Bank deems necessary, Client will provide any information Bank reasonably requests, including but not limited to, financial information and identification information and documentation about Client and its employees and any Client authorized representatives who conduct transactions on Client's behalf.

11. Assignment

The Service Documentation is binding upon each of Bank and Client's respective successors and permitted assigns or transferees. Client may, with Bank's prior written consent, assign any of its rights or duties described in the Service Documentation. The Service Documentation is not for the benefit of any other person, and no other person has any right under this Service Documentation against Bank, and nothing contained in the Service Documentation creates any agency, fiduciary, joint venture or partnership relationship between Bank and Client. Client agrees that the Service Documentation constitutes an agreement under the Uniform Electronic Transactions Act pursuant to applicable state law. Bank may freely transfer or assign any or all of its rights or obligations under the Service Documentation at any time.

12. Service Names

Any Service name referenced in the Service Documentation may be changed by Bank at any time without notice.

13. Covered Services

Client is subject to the portion of the Service Documentation that covers the Services it utilizes.

14. 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 of 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.

15. Positive Pay

Through the use of analyzed demand Deposit Accounts, Client may have access to Positive Pay services, which have been made available to Client and are an effective means of detecting and preventing check fraud losses. Bank recommends that Client use all available Positive Pay services with all Client's disbursement accounts held at the Bank to help to prevent fraud losses. For all present and future disbursement accounts opened by Client at the Bank, including accounts in the name of all subsidiaries and affiliates, if Client fails to implement these services but continues to use analyzed or non-analyzed disbursement accounts, Client's continued use constitutes its agreement that Client has elected not to use the Positive Pay services offered by the Bank and will bear any resulting fraud losses that would have otherwise been prevented by proper use of available Positive Pay Services (Positive Pay, Teller Positive Pay, Payee Positive Pay and ACH Positive Pay). Client's use of Positive Pay Services does not impute Bank liability for fraud losses, not prevented. Client agrees to implement a program to help safeguard its business against fraud and that such program will take into consideration the following steps:

- Regular account reconciliation on a timely basis;
- Conversion of as many payments as possible to an electronic format;
- Implementing ACH Blocks, Authorizations or ACH Positive Pay to help protect all your paper disbursement accounts;
- Use of Check Positive Pay, Teller Positive Pay and Payee Positive Pay service on all paper-only disbursement accounts and review of positive pay exceptions daily to respond to the Bank by the published cutoff time;
- Establishment of CashPro® Online notifications available with the Check and ACH Positive Pay services;
- Use of dual approval features to help separate user duties and strengthen Client's internal processes;
- Frequent, unannounced audits of Client's check stock and electronic payment system.
- Check writing policies designed to prevent internal and external fraud, including but not limited to:
 - Centralized check-writing functionality and limited access to check stock and signature plates,
 - Use of check stock with fraud prevention security features,
 - Maintenance of a log of access to check stock and signature plates;
 - Physical security and dual control of blank check stock and facsimile signature plates,
 - A limited number of signatures, and immediate Bank notification of changes in signing authorization,
 - Separate check writing and account reconciliation functions.
- Maintenance of a separate account for large dollar payments and a separate account for manual check issuance with a maximum dollar limitation; and
- A comprehensive disbursement outsourcing service.

These steps are not meant to substitute for internal procedures that are appropriate for Client.

B. Communications

"Communications" means all notices (including Bank Notice(s) as defined in the Notices section below), periodic statements, disclosures, agreements, Internal Revenue Service forms, and all other documents and communications related to any products, Services or accounts offered, or made accessible, by Bank.

"Client Email" means the email address designated by the Client through any means acceptable to Bank.

1. Consent to Electronic Communication

Client and Bank agree that electronic communication is an accepted form of communication and Client consents to the communication and delivery of Communications through the Website, machine-to-machine communications with the Bank's Information Processing Facilities, or any other electronic means, which may include electronic mail, CashPro® Assistant, SWIFT, Host to Host (H2H) or Application Programming Interface (API). Electronic communications include methods of conveying messages through technology having electronic, digital, magnetic, wireless, optical, electromagnetic or similar capabilities. Bank is authorized, but not obliged, to rely upon and act in accordance with any such communication received by Bank (including but not limited to secure email or through the Website) purporting to be a communication given on Client's behalf by an Authorized Officer or Authorized Officers without inquiry on Bank's part as to the source of the communication or the identity of the person making or purporting to make such communication and regardless of the circumstances prevailing at the time of such communication. An "Authorized Officer" means in relation to any matter the person or persons who, according to an authorization lodged with Bank, are empowered to act on behalf of Client in relation to that matter or any other person(s) that Bank reasonably believes is acting on behalf of Client in relation to that matter. Client must notify the Bank of any change to electronic mail address(es) or any other such information supplied by Client. Client agrees to use the applicable Security Procedure as described in the Materials from time to time in connection with electronic communications.

2. Electronic Records and Signatures

At Bank's discretion, electronic records and signatures may be used for the execution of this T&C (via the Acceptance of Services) 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 T&C 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. Notices

Unless otherwise provided in the Service Documentation or as required by applicable law, any Communication or notice by Bank to Client in connection with the Service or this Service Documentation ("Bank Notice") may be: (a) mailed, faxed or sent by electronic means (including email or hyperlink) (as described below, "Electronic Delivery") to Client, using the details given by Client when Client opened an account or agreed to the Service Documentation, or any other address or details subsequently communicated by Client to Bank; (b) included with or on Client's analysis statement or Deposit Account statement; or (c) made available through CashPro® Online (or any successor application) and/or any other Website. When providing Bank Notice, Bank may specify that the content of the Bank Notice is available on a Website or by contacting an account representative. Bank Notice is effective upon the earlier of the date the Bank Notice is made available to Client on a Website, mailed to Client via post or electronic means, or upon receipt, where confirmation of such receipt has been requested. A Bank Notice that is returned is effective upon the earlier of the date it is made available to Client on a Website or mailed to Client's last known physical or email address.

4. Electronic Delivery

Client agrees that Bank may send any Communication to Client electronically. All electronic communications will constitute a "writing," such that any reference to a "writing" or "written" in this T&C will include electronic communications. Client agrees that all references to a signature may include electronic, digital, facsimile or stamp signatures. Bank may, at its option, send a Communication to Client by (i) email sent to Client Email; (ii) sending notification to Client by mail or email to the Client Email that the Communication has been posted to a designated Website; (iii) to the extent permissible by law, posting to an agreed-upon Website or online portal or platform; or (iv) any other agreed-upon method of electronic delivery. The Communications the Bank may deliver electronically include tax forms and reports ("Tax Documents") relevant to the Client's accounts and Services. The Bank may make certain Tax Documents available electronically for the Client to review and download or print for a limited time. Currently, such period of time for most Tax Documents is from January 31st or February 15th, as applicable, of the relevant year until October 15th of such year. Bank may, at its option, conduct any part of a transaction or deliver any Communication to Client on paper.

5. Unencrypted Emails; Facsimile Transmissions

If Client uses unencrypted electronic mail to communicate with Bank, Client bears the risk that such electronic mail may be corrupted, modified, garbled, tampered with or hacked or its confidentiality may be breached by a third party prior to the time such electronic mail arrives at the Bank, and the risk that Bank will rely on such mail, which appears to be from Client but which is unauthorized, and that such reliance may result in a loss. In addition, Client agrees that Bank may rely on the integrity of facsimile transmissions that Client sends, and Client bears the risk that the information Bank receives differs from that sent to Bank, and that Bank's reliance on such transmission may result in a loss.

6. Instructions

Where available, and except as otherwise provided in the Service Documentation with respect to compliance with any applicable Security Procedure, Client authorizes Bank to rely (but Bank is not bound by or required to act) on any telephone, electronic mail, SWIFT message (authenticated or otherwise), H2H, API, Website (including but not limited to CashPro® Assistant) or other electronically communicated instructions or such other process or means of communication as may be agreed and established between Bank and Client in writing from time to time which are or purport to be (whether by reason of forgery, misrepresentation or otherwise) given by or on behalf of Client, regardless of the circumstances prevailing at that time, subject to the authorities delegated by the Client in the list of authorized persons. Client agrees that Bank will not be liable for any losses or damages that Client may suffer or incur in relation to the Accounts or Services if Bank acts in good faith believing such person to be an authorized person or such instruction to be genuine. Where Bank acts in accordance with this section (*Instructions*), Client agrees to indemnify Bank from and against any and all losses, claims, actions, proceedings, judgments, orders, liabilities, demands, damages, costs and expenses (including without limitation, legal fees and allocated costs for in-house legal services) (collectively "Damages") incurred or sustained by us of whatever nature and howsoever arising except in the event such Damages are directly caused by Bank's fraud, gross negligence or willful misconduct. This indemnity will survive the termination of the Agreement without limit in time.

7. Physical Copies

The Bank will not provide physical copies of Communications executed or delivered electronically. Client may obtain a paper copy of a Communication by printing it or by requesting that the Bank send a physical copy. To request a paper copy, Client may contact its Bank representative, and may be assessed a fee, in accordance with law.

8. Withdrawal of Consent

The Bank may, in its sole discretion and without notice, discontinue the use of electronic records and signatures in its transactions with Client and may terminate or change the terms and conditions pursuant to which the Bank provides such services.

9. Hardware and Software Requirements

Each Client is responsible for installation, maintenance, and operation of its own computer, browser and software, which includes a Compatible Version of a web browser, access to the Client Email, computer storage space to save Communications, a printer to print Communications, and a computer or mobile device with internet or mobile connectivity utilizing a Compatible Version of an operating system capable of supporting all of the foregoing requirements. "Compatible Version" means a version of the software that supports access to the Bank's Website and other approved access channels.

10. Recordings

Client agrees that Bank may electronically monitor and/or record any telephone communications with Client or its representatives in those countries or jurisdictions which permit that practice. Client agrees to procure a similar agreement from each of its representatives, as applicable.

11. Facsimile and Other Non-Written Signatures

Client may wish to use a facsimile, stamp, digital or electronic signature (each a "Non-Written Signature") for its convenience. If Client chooses to use a Non-Written Signature, Bank may require Client to provide Bank in advance with a specimen Non-Written Signature of each authorized person and/or Client must execute additional documentation. Bank will not be liable to Client if a facsimile device, or other device used to affix Client's Non-Written Signature was unauthorized. Client is responsible for any withdrawal from its account based on a Non-Written Signature that bears or appears to Bank to bear Client's Non-Written Signature, regardless of by whom or by what means the Non-Written Signature was placed on the document, contract or Item. If Client chooses to use a Non-Written Signature on a check, draft or other order for the payment of money drawn on Customer Account (an "Item"), Client is responsible, and Bank may pay a withdrawal and debit Client's account for any such withdrawal, even if (i) Client has not presented Bank with a specimen signature; (ii) the size, color or style of the item is different from that of items normally used; or (iii) the size, color or style of the Non-Written Signature differs from the Non-Written Signature specimen Client provided. Client agrees to compensate Bank for all losses, claims, damages or expenses, including reasonable attorneys' fees that result from Bank's payment of a withdrawal bearing a Non-Written Signature that resembles either the specimen or other Non-Written Signatures provided by Client. Client is responsible for taking security measures and implementing procedures to prevent the forgery, theft or fraudulent or unauthorized use of its Non-Written Signatures.

C. Terms of Use

Bank may make certain Services available via one or more Websites, including Bank's CashPro® Online portal (or any successor or subsequent access channel(s)). This section 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 by downloading from a Website), 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:

1. Access and Use of Software, Information Processing Facilities, and/or the Website

- a. Bank hereby grants Client a non-transferable, non-exclusive, revocable and limited right to access and use Software and/or the Website, and to communicate with the Bank's Information Processing Facilities, 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, and to communicate with the Bank's Information Processing Facilities, 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 Terms of Use section; (iv) Client attempts to use the Software and/or Website and/or any Service, or to communicate with the Bank's Information Processing Facilities, in an illegal or unauthorized manner, including in contravention of these Terms of Use; (v) if, for whatever reason, Bank ceases to be entitled or permitted to grant to Client the right to access and use the Software and/or Website or Communications with the Bank's Information Processing Facilities, 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, Website, and/or the Bank's Information Processing Facilities upon notice to Client of a violation of any of the terms and conditions of these Terms of Use. In addition, Bank may suspend Client's access to, and/or use of, the Software and/or Website, and/or the Bank's Information Processing Facilities 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, to prevent or mitigate the harmful effects of a Security Breach, 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 and Communications with the Bank's Information Processing Facilities. 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 or Communications with the Bank's Information Processing Facilities, 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 or Information Processing Facilities; (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 the Bank's Information Processing Facilities, 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 Bank Information Processing Facilities, 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 users that Client authorizes to access and use the Website (the "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 and/or by any machine within Client's control communicating with the Bank's Information Processing Facilities.

2. Intellectual Property Rights

The Software and/or Website, its source code and all copyright, patent, trademark, trade secret and any and all other rights (collectively, "Intellectual Property Rights") in the Software and/or Website are and will remain the exclusive property of Bank, its affiliates or their respective licensors. Client acknowledges that this T&C does not convey or grant any Intellectual Property Rights or other proprietary right to Client, except for the rights specifically granted under these Terms of Use.

3. Infringement Protection

a. Notwithstanding Client's indemnity of Bank in the Protection from Third Parties section of this T&C and except as otherwise provided in this T&C, Bank will defend or settle at its own expense any action brought against Client to the extent it is based on a third party claim that Client's proper use of the Bank's Software and/or Bank's Website infringes any Berne Convention country copyright or any United States of America or United Kingdom patent, trade secret or trademark of any third party, and Bank will pay all costs and damages finally awarded in any such action.

b. Bank's obligations under this Infringement Protection section are subject to (1) prompt notice from Client of any such claim or action; (2) Client's not having made any admission of liability or agreed to any settlement or compromise; (3) Client's providing to Bank, in a prompt and timely manner, the documents, information and assistance Bank reasonably requests; (4) Bank's having sole control of defending such claim or action; (5) Client's having used the current version of the Software and/or Website, as provided to Client by Bank, in compliance with the Service Documentation; (6) Client's using the Software and/or Website only in the manner for which it was designed; (7) Client's not modifying the Software and/or Website; (8) Client's not incorporating the Software and/or Website with services not approved by Bank; and (9) any such claim or actions not being due to Client's fraud, negligence or willful misconduct.

4. Limitations/Disclaimers

a. Client acknowledges that the Software and/or Website has not been produced to meet Client specific requirements and has not been tested in every possible combination and operating environment. Client is responsible for satisfying itself that the Software and/or Website is satisfactory for its purposes.

b. Client acknowledges and agrees that the operation of the Software and/or Website may not be uninterrupted or error-free and that the Software and/or Website is provided on an "AS IS" and "AS AVAILABLE" basis.

5. Updates

Bank may provide upgrades or new releases of the Software and/or Website that Bank makes generally available to its other customers to whom Bank provides the Software and/or Website, which will be deemed part of the Software and/or Website once Bank has delivered or made it accessible to Client.

6. Training

At Bank's option, Bank may assist Client with the installation of Software and or training of persons who will utilize the Software and/or Website, but Bank will not bear any responsibility for the proper installation or use of the Software or such training. Client will be deemed to have accepted the Software and/or Website once it is made available to Client or on Client's use of it.

7. Reporting Problems

Client will inform Bank of all errors, difficulties or other problems with the Software and/or Website of which Client becomes aware. Bank will make reasonable efforts to promptly fix or provide workarounds for any material errors reported to

Bank. Bank may request Client's reasonable cooperation in resolving any such errors, difficulties or other problems by providing Bank an overview of input, output and all other data Bank may reasonably request in order to reproduce operating conditions similar to those present when such errors, difficulties or other problems were discovered.

8. Conducting Business Through the Website or Information Processing Facilities

“Authorized Officer” means in relation to any matter the person or persons who, according to an authorization lodged with Bank, are empowered to act on behalf of Client in relation to that matter or any other person(s) that Bank reasonably believes is acting on behalf of Client in relation to that matter.

Client agrees to ensure that all Authorized Officers keep the user identification codes, passwords, codes, private asymmetric cryptographic keys (including without limitation private keys corresponding to public keys in certificates and those used for digital signature creation, authentication, or decryption of data), symmetric cryptographic keys, activation data for cryptographic keys, test keys, security devices (including without limitation security tokens or other authenticators), and other similar devices and information for their access to the Website and Communications with Bank Information Processing Facilities (collectively, **“Security Mechanisms”**) secret and secure. Client and/or the relevant Authorized Officer(s) must notify Bank immediately if a Security Breach may have occurred in connection with any Security Mechanism or access to the Website. If Bank receives such a notification or determines itself that the security of any Authorized Officer’s passwords or other Security Mechanism may have been lost, compromised, or affected by a Security Breach and Bank decides to take action based on this notice or determination, such Authorized Officer(s) will not be able to access the Website or communicate with the Bank’s Information Processing Facilities until measures have been taken to verify such Authorized Officer’s identity. Unless Bank has been notified that any such passwords or other Security Mechanisms may have been lost, compromised, or affected by a Security Breach, and until Bank has had an opportunity to act upon such notification, Bank will be entitled to treat each such Communication as fully authorized by and binding upon Client, and Bank will be entitled (but not bound) to take such steps in Connection with or in reliance upon each such Communication as it may in good faith consider appropriate, whether such communication contains inaccurate or erroneous information, is unauthorized or fraudulent, includes instructions to pay money or otherwise debit or credit any account, relates to the disposition of any money, securities or documents, or purports to bind Client to any agreement or other arrangement with Bank or with any other person or persons or to commit Client to any other type of transaction or arrangement whatsoever.

9. Image Services – Supplemental CD-ROM/DVDs Software License Provisions

This subsection supplements this Terms of Use section with respect to Software which Bank provides for the image Services, under which Bank provides Client with CD-ROM/DVDs, and will control in the event of conflict between it and the balance of the Terms of Use section. This subsection does not apply to the image lockbox Service. If Bank provides a CD-ROM/DVD which contains a media defect or is unreadable in its entirety, Client must notify Bank in writing of such defect within 30 days after the CD-ROM/DVD creation date appearing on the CD ROM/DVD. If Client provides notice within such time period, Bank will use reasonable efforts to replace the CD-ROM/DVD. Client acknowledges and agrees that this is Bank’s sole obligation and Client’s sole remedy with respect to any such defects in the CD-ROM/DVD.

Notwithstanding anything to the contrary in the Suspension and Termination section of this T&C, if an Image Service under which Bank provides Client with CD-ROM/DVDs is terminated for a reason other than Client’s breach of any terms and conditions in the Service Documentation, Client may continue to use the Software and Materials for such Service after termination of such Service for six months, or for such longer period as we approve, subject to the terms of this Terms of Use section or such other software license agreement as Bank, at its election, requires Client to sign for this purpose. At the end of such six-month or longer period, the license for use of such Software and Materials will then terminate automatically.

D. General Security Procedure

Client agrees to use the applicable Security Procedure as described in the Materials from time to time in connection with its use of a Service for the purpose of verifying or demonstrating the authenticity of any oral, written or electronic Communications, including without limitation (i) electronic funds transfers or payments instructions, including, without limitation, cancellations, amendments or reversals thereto; and (ii) any instructions, data, transactions or other information sent between Client and Bank (collectively “instructions”). The purpose of the Security Procedure is to verify the authenticity and/or maintain the confidentiality of any such instructions between Client, including any third party communication system or payment selected by Client, any person authorized to act on behalf of Client, or for those acts Client is responsible or liable under the law of agency or otherwise, and Bank or Bank’s third party processor and not to detect any errors in the transmission or content of any such instructions. Each time Client uses a Service, Client represents and warrants that, in view of the nature, frequency and risk of Client’s instructions, the Security Procedure is a satisfactory method of verifying the authenticity and/or maintaining the confidentiality of any such instructions. Client agrees that Bank may act on any instructions, the authenticity of which Bank has verified through use of the Security Procedure.

Without limiting the generality of the foregoing paragraph, if Client uses one or more Certificates to secure Communications between Client’s devices and the Bank, including without limitation its Information Processing Facilities, such that the Client (or Third Party Vendor acting on behalf of Client) is a Subscriber of such Certificate(s) and the Bank is to be the Relying Party, Client shall inform the Bank of the Certification Authority whose Certificates it proposes to use. If the Certification Authority is a Non-Evaluated Certification Authority or Client proposes to utilize Non-Standard Certificates, Client shall provide copies of the then-current Certification Practice Statement, Subscriber Agreement, and Relying Party Agreement applicable to such Certificates, information about the insurance coverages applicable to the services of such Certification Authority, and any other information about the Certification Authority’s services or Certificates that the Bank may reasonably request.

To maintain the availability of Certificates used for Communication's with the Bank's Information Processing Facilities, if the Certification Authority's services are unavailable or the Certificates have expired, will expire within 60 days, or are revoked or suspended, the Client shall promptly replace such Certificates and/or the Certification Authority.

Client shall promptly revoke any such Certificate following a Security Breach or other compromise affecting the private key corresponding to the public key in such Certificate in accordance the Certification Authority's procedures and/or the applicable Subscriber Agreement.

The Client agrees that the Security Procedures described herein are commercially reasonable and appropriate for the size, type and frequency of the Services that the Client will obtain from the Bank, including funds transfers and other payment services. The Client agrees not to make a claim against the Bank that any use of the Services, including any payment order, is unauthorized or inaccurate if the authorization for the service or payment order has been verified by the Bank in accordance with these Security Procedures. If the Client deviates from the Security Procedures offered or recommended by the Bank, then the Client will be deemed to have refused a commercially reasonable and appropriate security procedure offered and recommended by the Bank. In such circumstances, the Client expressly agrees to be bound by any instruction effected by the Bank in the Client's name whether or not the Communication directing or requesting the transaction is authorized by the Client. The Client agrees that failure of the Bank to use or comply with any Security Procedure provided in this Agreement or in the Service Documentation shall not excuse Client from its obligation to reimburse the Bank the amount of the payment made or authorized, by the Client or for which the Client is otherwise liable. The Bank may from time to time change, modify or add to its Security Procedures and shall give the Client written or other appropriate notice thereof.

Bank may implement internal monitoring systems to evaluate customer transactions, including mechanisms that may evaluate the risk of possible fraudulent activity. Such monitoring is done solely at Bank's discretion for Bank's sole use and is not a component of the Security Procedures. Client agrees that Bank may process payments verified by the Security Procedure regardless of the results of transaction monitoring and Bank will be considered to have acted in good faith and in compliance with the Security Procedures, regardless of the results of transaction monitoring, including the detection of a risk of possible fraudulent activity, provided that Bank does not have actual knowledge that the transaction is unauthorized and that it had a reasonable opportunity to act on that knowledge. Client further agrees that the Security Procedures will be considered commercially reasonable regardless of whether or not they incorporate information from transaction monitoring.

E. Confidentiality

1. Client Obligation

Client acknowledges Bank's claim to proprietary rights in the Materials and that the Materials constitute Bank's "trade secrets" or trade secrets of our licensors or vendors. All Materials are confidential and Client will:

- Safeguard the Materials at all times.
- Establish and maintain procedures to assure the confidentiality of the Materials and any password or code subsequently changed by Client.
- Use the Materials only for the purposes for which Bank provide them.
- Notify us promptly by telephone, confirmed in writing, if any Materials are lost or their confidentiality is compromised.

Client will not, nor will Client allow anyone else to, do any of the following without Bank's prior consent:

- Disclose any Materials to any person or entity, except to Client's employees and agents with a need to know the Materials.
- Make any copies, in whole or in part, of any Materials in whatever form or medium (electronic, printed or otherwise) in which they may exist from time to time, except as provided in this T&C.
- Translate, reverse engineer, disassemble or decompile any Software or security devices.

Client will not de-aggregate, re-identify, analyze, or otherwise process any Materials, report, analysis, or any other output of a Service (such as forecasting or benchmarking information), or any other data or information in a manner that could (i) enable the identification of any third party about which de-identified or aggregated data is included therein, or (ii) enable you or a third party to attribute or otherwise link data to a third party (whether or not that third party can be identified).

These confidentiality obligations continue after a Service Client is using is terminated. Client has sole responsibility for the custody, control and use of all Materials in its possession. Client agrees that no individual will be allowed to initiate a request or other instruction contemplated in the Service Documentation or to have access to any Materials without proper supervision and strict security controls. If a Service requires use of user identification codes or passwords, Bank will be fully protected in relying on the correct user identification codes and passwords, as may be described in the relevant User Documentation.

Client further agrees to comply with laws in all relevant jurisdictions concerning data protection, banking secrecy, and the privacy of personal and other data related to Client transactions and other interactions with third parties, as needed to permit the processing of such data by both you and us in connection with the Services.

2. General

Bank will maintain the confidentiality of information obtained from Client in connection with Services Bank provides under these T&Cs in accordance with Bank's normal procedures for safeguarding customer information and the policy reflected in the Bank of America Corporation Code of Conduct, except as otherwise provided herein. Bank may maintain a record of the data in its systems relating to Client's use of the Services for such period as Bank may determine and may disclose such data as required by applicable law or court order.

This section does not limit either party's ability to disclose information (i) that the other party has approved by prior writing for disclosure; (ii) that is disclosed to its professional advisors or auditors; (iii) that is or becomes public other than through a breach of these confidentiality obligations; (iv) that was in its possession or available to it from a third party prior to its receipt of it in connection with any Service; (v) which is obtained by it from a third party who is not known by it to be bound by a confidentiality agreement with respect to that information; (vi) as required or requested by any securities exchange or regulatory body to which either party is subject or submits or (vii) as described in the applicable Account Agreement; (viii) that is related to the tax treatment and tax structure of any transaction and all materials of any kind (including opinions or other tax analyses) that are provided to such party relating to such tax treatment or tax structure; or (ix) as otherwise required to be disclosed by law or by legal or governmental process.

In addition, Client agrees (i) that Bank may disclose to its offices, affiliates, subsidiaries, officers, employees, agents and service providers any information Bank obtains about Client and (ii) that those offices, affiliates, subsidiaries, officers,

employees, agents and service providers may disclose such information as permitted under the immediately preceding paragraph. Client also agrees that Bank may disclose in aggregated or de-identified form information about Client, Client accounts, Client transactions, and other information that Bank obtains about or from Client, to other customers as part of the products and services that Bank offers to Client and/or Bank's other customers.

Client acknowledges and agrees that data processing related to Services covered by the Service Documentation and Client's associated accounts, or the partial or complete delivery of certain Services, may take place in jurisdictions other than those where Client and Client's accounts with Bank are located. Client further understands that all information concerning its relationship with Bank, including data about your transactions and other interactions with third parties, may be available on Bank's electronic data system for information management and other business purposes in order to enable Client to benefit from Bank's electronic banking services, for purposes as described in this T&C and Account Agreement, and for other lawful business purposes. Client understands and agrees that, as a result, such banking relationship information may be available to some of Bank's offices, affiliates, subsidiaries, officers, employees, agents and service providers outside the jurisdiction(s) where Client and Client's accounts are located. Client authorizes Bank to transmit Client's banking relationship information across jurisdictional borders, notwithstanding the banking secrecy laws of any of the jurisdiction(s) involved, as necessary or appropriate to provide any Services.

It is possible that in providing the Services Bank will transmit information it has received from Client that consists of an individual's bank account(s) or other financial information that identifies or could identify an individual to jurisdictions other than those where Client and its accounts are located. Bank will transmit such information to Bank locations, to locations of Bank affiliates, and to locations of Bank agents and service providers, or to other locations in order to provide the Services. Bank also may contract with others to provide data transmission, data storage, analytics, or other data processing services to Bank. In that case, Bank will require that they treat such information solely in accordance with Bank instructions. Client consents to the transfer and processing of such information and agrees to comply with any directions Bank may give from time to time with respect to such information.

Neither party will use the other's name, logo or trademark in any identifiable way in any solicitation, marketing material, advertisement, news release or other release to any publication without receiving the other party's specific prior written approval for each such use or release, except that Bank may use Client's name as a reference in service proposals if Bank obtains Client's prior oral approval for such use. In addition, Client agrees that it will not indirectly reference the Bank in any solicitation, marketing material, advertisement, news release or other release to any publication without Bank's specific prior written approval for each such use or release. Bank may develop and use case studies related to and describing completed transactions between Bank and Client (the "Case Study") and use the Case Study in Bank's service proposals, marketing materials and Website. Prior to publishing or distributing the Case Study which identifies Client, Bank will provide a copy of the Case Study to Client for review and consent. Consent is not required to use anonymous Case Studies.

Please note that this section does not limit Bank's ability, or that of Bank's affiliates, to access, analyze, and use, for any lawful purpose (including research, relationship management, marketing, analyzing market trends, data analysis and audits, and developing or providing products and services to Bank customers), information about Client, Client accounts, Client transactions, or any other information that Bank obtains in connection with providing Bank's products and services. For example, Bank may process transaction and other data to de-identify or aggregate it, and then disclose that de-identified or aggregated data in connection with providing products and services to other customers, such as benchmarking analyses, industry and sector reports, relationship management services, marketing, and cash forecasting based on analysis of historical transaction data that reflects when and how quickly certain third parties generally pay customers like Client.

These obligations continue after any Service that a Client is using is terminated.

F. Information and Data Privacy

"Data Protection Laws" means, collectively, all U.S. national, and state laws or regulations relating to the protection of Personally Identifiable Information ("PII") (including, without limitation and if applicable, the Massachusetts "Standards for the Protection of Personal Information of Residents of the Commonwealth" (201 CMR 17.00)).

"Financial Services Industry Best Practices" is defined as the standards, policies and practices applicable to companies in the financial services industry of comparable size and scope as Bank. The Bank has information security policies and procedures, including appropriate mitigating controls, that are based on ISO 27002:2005 and National Institute of Standards and Technology ("NIST") 800-53.

"Information Security Event" is defined as any situation where there is the unauthorized acquisition or unauthorized use of unencrypted PII or encrypted electronic PII along with the relevant confidential process(es) or key(s), that is capable of compromising the security, confidentiality, or integrity of encrypted PII and that Bank has determined creates a substantial risk of identity theft or fraud against an individual.

"PCI-DSS" is defined as the Payment Card Industry - Data Security Standard version 2.0, as amended from time to time, and any successor standard adopted by the industry establishing security standards for payment cards.

1. Overall Data Security Regulations

As a financial institution, Bank of America is required to comply with the information security standards of, as applicable: the Gramm Leach Bliley Act (15 U.S.C. 6805) and the regulations issued thereunder (12 C.F.R. Part 40), the Fair

and Accurate Credit Transactions Act (15 U.S.C. 1681) and the regulations issued thereunder (12 C.F.R. Parts 30 and 41), the Federal Financial Institutions Examination Council (FFIEC) criteria, the Interagency Guidance on Response Programs for Unauthorized Access to Customer Information and Customer Notice (12 CFR Part 30), the Securities and Exchange Commission, FINRA, the NASD, and other federal statutory, legal and regulatory requirements. The Bank is evaluated regularly for compliance with these obligations by its various regulators, including without limitation its principal regulator, the Office of the Comptroller of the Currency, as applicable.

2. Security and Confidentiality

Bank maintains a written information security program that:

- a. contains administrative, technical and physical safeguards designed to (1) protect against Information Security Events, and (2) conform to the requirements of applicable state and federal privacy regulations (the "Information Security Policy"); and
- b. sets forth policies and procedures that are designed to be consistent with: (1) Data Protection Laws; (2) to the extent applicable to the Services utilized by Client, PCI-DSS standards; and (iii) Financial Services Industry Best Practices.

3. International Data Protection

Notwithstanding anything herein to the contrary, this section 3 shall apply if, and only to the extent that, Services utilize data originating from outside the U.S. For the purposes of this section 3 only, the following terms have the meanings ascribed to them:

"Applicable Laws" means all applicable laws, enactments, regulations, regulatory policies, regulatory guidelines, industry codes, regulatory permits and regulatory licenses, in each case which are in force and as amended or superseded from time to time

"Data Protection Laws" means the EC Data Protection (Directive 95/46/EC), the EU General Data Protection Regulation, the United Kingdom Data Protection Act 1998, and all other Applicable Laws regarding the collection, use, and processing of data relating to individuals (or, where applicable, legal persons), including without limitation regulations on protection of cardholder data.

"Personal Data" means:

- i. any "non-public personal information" as such term is defined under Title V of the U.S. Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., and the rules and regulations issued thereunder;
- ii. any "personal data" as defined in EU Directive 95/46/EC or EU General Data Protection Regulation, or any equivalent or similar concept of Personal Data or personal information under any Applicable Law; or
- iii. any other information that can specifically identify an individual, such as name, address and social security number ("SSN"), together with any other information that relates to an individual who has been so identified.

Bank acts as a data controller (as defined by the Data Protection Laws) with regard to Personal Data it receives or obtains in relation to the Service(s), and provides an appropriate data protection notice to individuals that use or are otherwise connected to such Service(s).

To the extent that Personal Data originates from outside the US, where necessary and unless another exemption is available, Bank agrees that any international transfers of Personal Data within the Bank of America group of companies will be made in accordance with the Bank's intra-group framework Transborder Dataflow Agreements, which themselves incorporate the European Commission's Model Clauses for transfers of data outside the EEA and which have been adopted for international use.

G. Limitation of Liabilities

1. All Services

In no event will Bank be liable for any indirect, 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, even if advised of the possibility of such loss, damage, cost or expense.

Bank will not be responsible for the acts or omissions of Client, its Third Party Vendors, or their respective officers, employees or agents (including but not limited to any Security Breach they may have caused or sustained, the amount, accuracy, timeliness or authorization of any instructions or information from Client), or the acts or omissions of any other person or entity, including but not limited to any clearing house association or processor, any U.S. Federal Reserve Bank or any other country's or jurisdiction's central bank, any other financial institution or any Supplier, and no such person or entity will be deemed Bank's agent.

If Client permits any Subsidiary, Third Party Vendor, other person, or machine acting on behalf of Client to access Services provided to Client on Client's premises through use of a remote access software package or to communicate with the Bank's Information Processing Facilities, Bank will have no responsibility or liability for such Subsidiary, Third Party Vendor's, person's, or machine's use or misuse of the Services, Communications, or access to accounts owned by Client and for which Client did not authorize that Subsidiary, Third Party Vendor, person, or machine to have access or communicate with the Bank. Bank may and will treat all instructions and information received by Bank through this arrangement as provided by and for the benefit of Client and subject to all Bank's rights under the Service Documentation with respect to the pertinent Services.

Force Majeure. Bank will not be liable for and will be excused from any failure or delay in performing obligations regarding any Service if such failure or delay is caused by circumstances beyond Bank's control, including any acts of nature, emergency conditions (such as war, riot, acts of terrorism, civil commotion, insurrection, strikes, lockouts, fire, theft, plague, epidemic, pandemic or quarantine), disaster, power failure, breakdown or failure of equipment, failure of communications services or networks, breakdown of any Supplier, labor stoppage, sabotage, computer virus, hacking, unrest or disputes, or acts or omissions of any third party over which Bank has no control including national and/or supranational government agencies or bodies, and courts of competent jurisdiction. Bank will not be liable for any failure or delay in performing obligations regarding any Service if such failure or delay is caused by Client's act, omission, negligence or fault. Bank will not be liable for any failure or delay to act if Bank reasonably believed that its action would violate any law, rule, statute, ordinance, regulation, guidance, court order, judgment or decree. No such failure or delay will constitute a breach of the agreement.

2. All Services Other than Electronic Funds Transfer Services

Bank is liable to Client only for actual damages incurred as a direct result of Bank's failure to exercise reasonable care in providing a Service.

3. Electronic Funds Transfer Services

For Requests and Entries which are subject to Article 4A of the Uniform Commercial Code Funds Transfers, as adopted by the state in the United States of America whose law applies to a Service, as amended from time to time ("UCC 4A"), Bank is liable only for damages required to be paid under UCC 4A or Subpart B of Regulation J, Collection of Checks and Other Items, of the Board of Governors of the Federal Reserve System of the United States of America, as amended from time to time, as applicable, except as otherwise agreed in the Service Documentation.

For all Requests and Entries not subject to UCC 4A and for all other obligations under the Electronic Funds Transfer Services sections, Bank's liability is limited to actual damages, resulting directly from Bank's willful misconduct or failure to exercise reasonable care, not exceeding the following, as applicable: (i) in case of an excessive debit to Client's account, the amount of the excess plus compensation equivalent to interest rate; (ii) in case of payment to an account not specified and owned by Client, the amount of the payment plus compensation equivalent to interest; (iii) in case of any delay in crediting a debit Entry or RCC to Client's account, the amount of compensation equivalent to interest for the period of delay; or (iv) in all other cases, the actual damages incurred by Client. Client will use reasonable efforts to assist Bank in recovering the amount of any overpayment for which Bank is liable.

If Bank is obligated to pay interest compensation, Bank will pay such compensation or credit your account, as Bank determines, upon Client's written request. Compensation will be calculated for the relevant period as specified in the Account Agreement or as advised by the Bank customer service representative.

If Client transmits a Request to Bank by way of a funds-transfer system or other third-party communications system, the system is deemed to be Client's agent for that purpose. Client shall be responsible, and Bank may rely upon, each Request transmitted actually or purportedly on behalf of such or in the name of the Client. Bank is not liable to Client for any discrepancy between the terms Client transmits to such system and the terms it then transmits to Bank.

H. Protection from Third Parties

To the extent permitted by law, Client will indemnify Bank against and hold Bank harmless from third party claims arising in connection with any Service, which may include liabilities, claims, costs, expenses and damages of any nature (including Security Breach expenses and Legal Expenses). This obligation will continue after a Service that Client is using is terminated. This section does not apply to any cost or damage caused by Bank's gross negligence or intentional misconduct.

Further, with respect to any Service where Bank receives payment from a third party on Client's behalf, the amounts received (less related charges, disbursements and/or expenses) will be paid to Client, except that if Bank is required to return any such payment received upon the insolvency, bankruptcy or reorganization of such third party or for any other reason, Client will repay to Bank the amount paid to Client together with interest thereon from the date Bank returned the payment and so notified Client at the rate specified by Bank in our schedule of charges with regard to the applicable Service.

I. Client Agents, Representatives and Third Party Vendors

This section describes the terms and conditions under which Client is permitted to utilize any Subsidiary or other person, including any third party vendor (including but not limited to, such third party vendor's agent, subcontractor, affiliate, representative and/or assignee) used by Client to perform certain actions with respect to the Services ("Third Party Vendor"), to access any of the Services provided to Client by Bank (which may include the Third Party Vendor's receipt, access to, and/or handling of any related sensitive information) through the use of a remote access software package, a Website, data file transmission, mail delivery service, mobile access or telephone, or SWIFT (Society for World-wide Interbank Financial Telecommunications) using any Client's BIC (Bank Identifier Codes), or such Client's parent's or affiliate's BIC, sent or purporting to be sent on behalf of that Client (details of such BIC to be separately notified by Client to Bank), as applicable.

Client may use a Third Party Vendor Certification Authority to issue it Certificates for the Bank to use as a Relying Party subject to General Security Procedure section herein.

1. Supplemental Limitation of Liability

Bank will not be responsible for the acts or omissions of Client or its officers, employees or agents, including any Third Party Vendors retained by Client (including but not limited to the amount, accuracy, timeliness or authorization of any instructions or information) or the acts or omissions of any other person or entity, including but not limited to any clearing house association or processor, any U.S. Federal Reserve Bank or any other country's or jurisdiction's central bank, any other financial institution or any Supplier, and no such person or entity will be deemed Bank's agent.

If Client permits any Subsidiary or other person, including a Third Party Vendor, to access any of the Services that Bank provides to Client (which may include the Third Party Vendor's receipt, access to, and/or handling of any related sensitive information or "protected health information," as defined under the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended, and its implementing regulations ("PHI")) through the use of a remote access software package, a Website, data file transmission, mail delivery service, mobile access or telephone, Bank will have no responsibility or liability for such Subsidiary's, person's or Third Party Vendor's use or misuse of the Services or related accounts or any such party's access to, use, misuse or loss of any PHI or other sensitive information; provided Bank has complied with any applicable Security Procedure. Bank may and will treat all instructions and information received by us through this arrangement as provided by and for the benefit of Client and subject to all Bank rights under the Service Documentation with respect to the pertinent Services.

2. Client Representations, Warranties and Agreement Surrounding Third Party Vendors
a. General Provisions

Client represents and warrants to Bank that Client obtains a business benefit by allowing a Third Party Vendor to use, on Client's behalf, one or more of the Services (which may include the Vendor's receipt, access to, and/or handling of any related sensitive information or PHI), and that Client has made available to each Third Party Vendor the T&C and all applicable User Documentation.

Client must provide and maintain a list of all such Third Party Vendors in a form and in a manner acceptable to Bank. Bank may act under the T&C as a Third Party Vendor instructs and Client agrees that such Third Party Vendor will be acting as its agent with respect to the Services. Client further agrees that it will cause a Third Party Vendor to use the Services on Client's behalf in accordance with the terms and conditions of the T&C and all applicable User Documentation and that such Third Party Vendor will have no other right to use a Service or to derive any benefit under the T&C. Client is fully responsible for ensuring that all appropriate information protection, privacy, and cross border data movement and similar policies and procedures are implemented and followed by all such Third Party Vendors used by Client, and that they comply at all times with applicable law. Client will provide us with information about any such Third Party Vendor as Bank reasonably requests.

Client will indemnify Bank in connection with any action or inaction of a Third Party Vendor, unless such loss is attributable to Bank's gross negligence or intentional misconduct.

Bank may, in its sole discretion, either decline to act upon any instruction or communication received from any Third Party Vendor or terminate or suspend Client's use of the underlying Service, if, in Bank's sole discretion, Bank determines that a Third Party Vendor may pose a risk to Bank's operations or a Third Party Vendor or Client breaches any term herein or the applicable User Documentation. In the event Client terminates its relationship with a Third Party Vendor it is Client's sole responsibility to terminate such Third Party Vendor's access to the Services (including access to any related PHI or other sensitive information).

In the event of a conflict between like terms in another agreement between Client and Bank, then the terms of this section will prevail, but only to the extent necessary to resolve such conflict.

b. Representations, Warranties, and Other Terms Regarding Non-Evaluated Certification Authorities and Non-Standard Certificates

Client represents and warrants to Bank regarding any operational Non-Standard Certificates or Certificates Issued by any Non-Evaluated Certification Authorities it uses, on which the Bank is to rely as a Relying Party, that:

- (i) There are no material misrepresentations of fact in such Certificates;

(ii) There are no errors in the information in such Certificates that were introduced by the Certification Authority, Client, or a Third Party Vendor as a result of a failure to exercise reasonable care;

(iii) Such Certificates meet all material requirements of the Certification Authority's Certification Practice Statement;

(iv) The Certification Authority issuing such Certificates has complied with its Certification Practice Statement, any Relying Party Agreement applicable to the Bank, and the standards established by the Bank within the Materials;

(v) The private keys of the Client corresponding to the public keys in such Certificates have not been affected by a Security Breach or otherwise compromised;

(vi) To Client's knowledge, the private keys of the Certification Authority that issued such Certificates have not been affected by a Security Breach or otherwise compromised;

(vii) The Certification Authority issuing such Certificates has not issued Certificates (A) in a manner not materially in compliance with the Certification Authority's Certification Practice Statement or with the standards established by the Bank within the materials or (B) resulting from impersonation of the Client or a Client machine due to false or falsified information.

Client agrees to indemnify, defend, and hold harmless Bank from and against any and all losses, claims, actions, proceedings, judgments, orders, liabilities, demands, damages, costs and expenses (including without limitation legal fees and allocated costs for in-house legal services) incurred or sustained by us of whatever nature and howsoever arising caused by or arising out of a breach of one of the warranties in this Section I.I.2.b, except to the extent the same are caused by Bank's fraud, gross negligence or willful misconduct. Client shall not enter into any settlement of any third party claim, action, or proceeding indemnified under this paragraph without the Bank's prior written consent. This indemnity will survive the termination of the Agreement without limit in time.

J. Taxes

Bank may be required by taxing authorities to withhold tax or make other deductions on account of tax from payments that Client directs Bank to make pursuant to the Service. Client consents to any such withholding or other deduction that is required by law to be made by Bank (or any of Bank's affiliates, delegates or any other withholding agent or third party) from any applicable payment. Client acknowledges and accepts that Bank will not be required to reimburse Client or the payment recipient for any such withholding or deduction made by Bank, Bank affiliates or delegates or any other person.

To the extent Bank, any of Bank affiliates, any delegate or any other party pay(s) or is/are or become(s) required to pay any amount that should have been, but was not deducted and withheld from a payment, Client will indemnify Bank for such amount, including interest and penalties (if any). This indemnity will survive the termination of the Agreement.

K. Payment for Services

Client must maintain and designate account(s) with Bank which Bank will use for debiting or crediting with respect to all payments and deposits and related adjustments and charges. Bank will, and is authorized to, on a monthly basis, debit Client's account for payment of charges due, unless Client arranges another payment procedure acceptable to Bank; provided that, for purposes of any Trade Product or Service, Bank will debit Client's account for payment of fees, charges and other obligations when they are due, unless Client arranges another payment procedure acceptable to Bank. For purposes of satisfying your payment obligations, Bank may consider any overdraft line of credit or other arrangement Client has with Bank.

1. Service Charges

Client will pay Bank for each Service it uses according to Bank's schedule of charges currently in effect for Client, except as agreed otherwise (in writing) from time to time. At Client's request, Bank will provide a copy of the current schedule of charges for the applicable Service. All charges are subject to change upon 30 days prior Notice to Client (unless otherwise agreed in writing or required by local law), except that any increase in charges to offset any increase in fees charged to Bank by any Supplier for services used in delivering any Service may become effective in less than 30 days. Client will pay Bank for Software support in excess of that contemplated in the General Terms section. The charges for such extra support will be as specified by Bank before such charges are incurred or as otherwise agreed by Bank and Client from time to time. Bank will, on a monthly basis, debit Client's account for payment of charges due, unless Client arranges another payment procedure acceptable to Bank. In the event of a dispute over the accuracy of service charges, Client must notify Bank within a reasonable period of time and Bank will conduct a good faith review of the disputed charges. In the event Bank determines that no error occurred, absent manifest error Bank records will control.

2. Taxes

All Service charges are exclusive of sales, value-added and use taxes, stamp and other duties and other governmental charges imposed on any Service or Materials and not based on Bank's net income. Such taxes, duties and charges are payable by Client. All payments of Service charges shall be made without deduction or withholding for any taxes, except as required by applicable law. If Client is required to withhold or deduct any taxes, then the sum payable by Client shall be increased so that Bank receives an amount equal to the sum it would have received had no such withholding or deduction been made (including deductions applicable to additional sums payable under this section).

L. Representations and Warranties

1. Generally

On and as of each day Bank provides any Service to Client, Client represents and warrants that:

- Client's agreement to each provision contained in the Service Documentation is a duly authorized, legal, valid, binding and enforceable obligation.
- The debiting of any account as provided in the Service Documentation is not inconsistent with any restriction on the use of that account.
- All approvals and authorizations required to permit the execution and delivery of the Acceptance of Services and any other necessary documentation, and the performance and consummation by Client of the transactions contemplated under each Service, have been obtained, including but not limited to due authorization from each applicable third party to allow Client to transfer funds and access information from such party's account.
- Client is responsible for full compliance with all applicable anti-money laundering and anti-terrorist financing laws and regulations of all applicable jurisdictions, including without limitation each of the jurisdictions in which any Service is provided and/or any jurisdictions in which any account is and/or Client is located. If Client is required to implement an anti-money laundering program pursuant to the USA Patriot Act, its implementing regulations, or any non U.S. law or regulation applicable to Client, then Client shall:
 - (a) monitor, for the purpose of identifying suspicious activities, all transactions of its customers conducted through the accounts or using services provided by Bank, and (b) file suspicious activity reports ("SARs") and any other reports as required by applicable law relating to transactions conducted through the accounts; and
 - (a) take all reasonable and necessary actions to enable sharing of information in accordance with Section 314(b) of the USA PATRIOT ACT and its implementing regulations (including maintaining a current registration on FinCEN's 314b list of participants) or as permitted by local law; and (b) promptly share with the Bank or the Bank's registered 314(b) designee, unless prohibited by applicable law, all unusual or suspicious activities that relate to an account that may involve potential money laundering or terrorist financing.

Client will notify the Bank if Client becomes aware of any material event, investigation, litigation, indictment, conviction, or enforcement action involving Client, its officers, directors, employees, or agents, and involving any non-compliance with any anti-money laundering or economic sanctions law or regulation.

- Client will not use the Services or Bank's products and accounts to engage either directly or indirectly in business with a financial institution that does not have a physical presence in any country or jurisdiction (shell banks).
- Client will perform on-going customer due diligence with respect to its customers in a manner that ensures compliance with applicable jurisdictional requirements.
- Client will not allow its customer or any third party to directly access any Services or Bank products and accounts provided by us without Bank's prior knowledge and express written consent.
- Client has implemented and will continue to maintain reasonable processes and controls to identify and prevent the criminal misuse of the Services, products and accounts provided by Bank.
- Client acknowledges that, in addition to any of Bank's other rights under the Service Documentation, Bank may intercept and investigate payment instructions, make further inquiries and, where required, block or reject services due to domestic or global economic or trade-based sanctions.
- Client will not use any Service or any of Bank's products and accounts for illegal purposes or transactions.
- Neither Client's performance of its obligations nor its use of any Service will facilitate illegal transactions, for example those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq., or otherwise violate any law, rule, statute, ordinance, regulation, court order, judgment, decree or order applicable to Client.
- The Services Client receives pursuant to this T&C are for business use only and are not primarily for personal, family or household use.
- There is no lawsuit, tax claim or other dispute pending or threatened against Client which, if lost, would impair Client's financial condition or ability to pay us under the terms of the Service Documentation.
- Client will comply with all conditions and restrictions on its accounts and Services as notified by Bank.

- Client will provide to Bank all information, materials and access for any site visit that may be required in order for Bank to conduct enhanced due diligence as the Bank deems necessary to fulfill its obligations under all relevant anti-money laundering laws, including but not limited to the Bank Secrecy Act.

Bank will not be liable for any related loss or negative outcome resulting from the failure of Client to comply with these representations and warranties.

2. Casinos

Additionally, if Client owns and/or operates one or more casinos, then on and as of each day Bank provides any Service to Client, Client represents and warrants to Bank that:

- Client confirms at least on an annual basis that it does not accept payments from third parties acting on behalf of Client's customers/patrons without performing appropriate and sufficient due diligence on the third party and establishing a reasonable relationship between the third party and Client's customer/patron. Client acknowledges that Bank may periodically review samples of such transactions and Client agrees to provide Bank with the information Bank requests to perform such reviews.
- It is Client's responsibility to ensure that transactions involving customer/patron gaming funding activity are routed only through account(s) ("marketing accounts") identified to Bank as intended for such purpose.

M. Currency Exchange Rates

Client acknowledges and agrees that exchange rates fluctuate, at times significantly, and Client accepts all risks that may result from such fluctuations. If Bank assigns an exchange rate to your foreign exchange transaction, that exchange rate will be determined by Bank in its sole discretion based upon factors Bank determines relevant, including without limitation, market conditions, exchange rates charged by other parties, Bank's desired rate of return, market risk, credit risk, and other market, economic and business factors. Client acknowledges that exchange rates for retail and commercial transactions, and for transactions effected after regular business hours and on weekends, are different from the exchange rates for large inter-bank transactions effected during the business day, as may be reported in The Wall Street Journal or elsewhere. Exchange rates offered by other dealers or shown at other sources (including online sources) may be different from Bank's exchange rates. The exchange rate Client is offered may be different from the rate paid by Bank to acquire the underlying currency. Client further acknowledges and agrees that governments may intervene in the currency markets through their central banks or by imposing regulatory controls or taxes. Governments may issue a new currency to replace an existing currency, or fix the exchange rate or alter the exchange rate or relative exchange rate characteristics by devaluation or revaluation of a currency. They may also restrict or suspend convertibility or transferability of a currency, or restrict participation in foreign exchange markets and funding markets, either in general or based on the nature of specific participants or transactions. Client agrees to assume all risks in connection with the events described above and Client agrees to waive any action it may have against Bank in connection with such events. Client further agrees that Bank shall have no liability whatsoever for the occurrence of any event, including the enactment or promulgation of any laws, rules or regulations, that affect the convertibility or transferability of a payment.

For more information related to currency exchange rates or service terms, please refer to the Electronic Foreign Exchange section of the Service Terms.

N. Armored Carrier - Additional Provisions

Except as provided otherwise in specific service documents that may be executed by Client, Client must contract separately with an armored carrier service that is acceptable to Bank and that continues to meet Bank's requirements. Armored carriers and their subcontractors are Client's agents and Client is liable to Bank for their failure to comply with Bank requirements. If an armored carrier or subcontractor does not meet our requirements, they may be refused entry.

Supplemental Suspension and Termination

If at any time Bank believes that Client's armored carrier and/or their subcontractors create an unacceptable risk exposure to Bank, Bank may, in its sole discretion, immediately, without prior notice to Client, suspend or modify the provision of the Service, or deny the armored carrier and/or their subcontractors access to Bank's cash vaults, armored carrier vaults and/or other locations until such time that such risk, exposure, or activity is eliminated or otherwise resolved to Bank's satisfaction. Additionally, Bank may suspend the provision of the Service if Client does not use it for such period of time as Bank may establish from time to time. Bank may terminate the Service effective immediately, without prior notice to Client, if the account necessary to provide the Service is closed. These suspension and termination rights are in addition to any such rights that Bank may otherwise have under the agreements with Client.

O. Acknowledgment regarding Irish Resolution Authority bail-in powers

Each of the parties acknowledges and accepts that Bank of America Europe Designated Activity Company is regulated by the Central Bank of Ireland ("CBI") and that its liabilities may be subject to the CBI's Bail-in Power, as contained in the EU Bank Recovery and Resolution Directive (Directive 2014/59/EU) ("BRRD"), and transposed in Ireland by the European Union (Bank Recovery and Resolution) Regulations 2015 (S.I. No. 289 of 2015) ("BRRD Irish Regulations").

Each party acknowledges and accepts that the Bail-in Power allows the CBI (or replacement resolution authority) to write-down and/or convert obligations or liabilities of a regulated entity, so they can be reduced (including to zero), cancelled or converted into shares, other instruments of ownership, other securities, or other obligations of the regulated entity or any other person (resulting in the issuing to/conferring upon the relevant obligee party of such securities). This includes the ability to amend or modify the maturity of eligible liabilities and/or the terms of this Agreement, the amount of interest payable, or the date on which interest becomes payable (including by suspending payment for a temporary period), the power to terminate transactions early and value those transactions under this Agreement, and the power to otherwise vary the terms of this Agreement as may be necessary to give effect to the exercise by the CBI of the Bail-in Power. The parties accept, agree and acknowledge that they will be bound by the effect of any application of the Bail-in Power by the CBI (or any replacement resolution authority) which may include, without limitation, the effects described in the preceding sentence.

For these purposes:

“Bail-in Power” means any write-down or conversion power existing from time to time (including, without limitation, any power to amend or alter the maturity of eligible liabilities of an institution under resolution or amend the amount of interest payable under such eligible liabilities or the date on which interest becomes payable, including by suspending payment for a temporary period) under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in Ireland: (a) relating to the transposition of the BRRD as amended or replaced from time to time, including but not limited to, the BRRD Irish Regulations as amended or replaced from time to time, and the instruments, rules and standards created thereunder, and (b) constituting or relating to the SRM Regulation as amended from time to time, in each case, pursuant to which the obligations of a regulated entity (or other affiliate of such regulated entity) can be reduced (including to zero), cancelled, modified or converted into shares, other securities, or other obligations of such regulated entity or any other person. A reference to a **“regulated entity”** is to any entity to which, for the purposes of (a) above, the BRRD Irish Regulations apply and, for the purposes of (b) above, the SRM Regulation applies, which in each case includes certain credit institutions, investment firms, and certain of their parent or holding companies; and

“SRM Regulation” means Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund and amending Regulation (EU) No 1093/2010.

The parties agree that the terms of the paragraphs in this section are exhaustive on the matters described therein and constitute their entire agreement in relation to their subject matter to the exclusion of any other agreements, arrangements or understandings between the parties and do not extend or amend the resolution authority powers of the CBI or any replacement authority.

II. SERVICE TERMS

A. Payment Terms

1. Automated Clearing House (U.S. “ACH”)

May be offered under the following names, or variations thereof, as may be amended from time to time: ACH Initiation: ACH Delayed Availability [ACH Debits], ACH Transmissions, ACH Prefund [ACH Credits], Cash Express, ACH Managed Processing, CashPro® Connect Payments - ACH, CashPro® Online - ACH, CashPro® Express - ACH, CashPro® Global Payments - ACH, Check to ACH Conversion, International ACH Transfers [IAT], Biller Gateways, CashPro Biller Gateways™, Healthcare Revenue Manager, Payment Collection Gateway, Paymode-X®, Paymode-X Connect, Paymode-X Extended Network Payments, CashPro Online - ACH Tax Payments.

This section applies only to ACH Services processed within the United States of America and its territories.

ACH Services allow the transfer of funds to or from Client accounts by initiating Entries which may be sent through the ACH system or processed directly to accounts with Bank.

Client authorizes Bank to issue paper instruments or items, such as drafts or remotely created checks (collectively “RCCs”), as instructed by Client or as reasonably determined by Bank to be appropriate. The capitalized ACH terms appearing in italics below are defined in the NACHA Rules.

a. Compliance with NACHA Rules; Laws; Additional Requirements

Client agrees to comply with the NACHA Rules for all Entries, whether or not an Entry is sent through a processor or the ACH network. Client acts as Originator and Bank acts as Originating Depository Financial Institution (ODFI) with respect to Entries. The NACHA Rules govern if they conflict with the Service Documentation, except that the file specification requirements in the User Documentation govern if they conflict with the NACHA Rules. The User Documentation will govern if timing conflicts with the NACHA Rules.

Client agrees to comply with applicable laws and regulations. This Service may not be used for any illegal transaction or activity, including under the regulations and laws of the receiver of the transaction.

Client agrees to cooperate with Bank fully to facilitate adherence to guidance provided by any regulatory body, including, but not limited to, the Office of the Comptroller of the Currency (“OCC”), including guidance concerning risk management of ACH or any other Service. For this purpose, Client agrees that Bank may mandate specific internal controls at Client locations, audit Client operations and/or request additional

information. Bank may restrict either Client's initiation or re-initiation, or apply certain risk management rules at Bank's discretion. Bank may monitor, assess and enforce limitations on initiation and return activity.

If Client originates on behalf of any other party, Client also 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. If Client is acting as a third party payment processor or a third party sender as defined by NACHA Rules, Bank may request that Client provide additional information, including, without limitation, data: (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 agrees to comply with all audit requirements under the NACHA rules and agrees to provide proof of compliance upon Bank's request.

Where a preauthorized debit Entry from a consumer's account varies in amount from the previous debit Entry, Client will comply with the notice requirements set forth in the NACHA Rules, the Electronic Funds Transfer Act and Regulation E of the Board of Governors of the Federal Reserve System or the Consumer Financial Protection Board, as applicable.

International ACH Transactions ("IAT") are subject to the terms of this section for the portions of the transaction that occur and are processed within the United States of America and its territories.

b. Warranties

Each time Client uses an ACH Service, (i) Client warrants that it has obtained appropriate authorization from each Receiver and that Entries conform to such authorization and comply with the NACHA Rules, and (ii) Client makes the same warranties to Bank as Bank makes under the applicable section(s) of the NACHA Rules.

c. Payment with Respect to Entries

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.

Bank generally credits your account on the settlement date for debit Entries (including credit Reversals), unless such Entries are subject to ACH Managed Processing which will delay settlement for the Entries as further described in the User Documentation for the ACH Service being used.

Client will pay Bank for the amount of any returned debit Entries (including rejected debit Entries), any adjustment Entries or any returned RCCs, which Bank has previously credited to Client's account. Such amounts will be immediately due and payable. You agree that we do not need to send a separate notice of debit Entries or RCCs which have been returned unpaid. You may request reports containing information regarding returned debit Entries and RCCs.

d. Acting on Entries

Bank may send Entries, in accordance with the NACHA Rules, to the ACH processor, other bank, or processor for settlement on the date specified by the Originator (as defined in the NACHA Rules) on the Entries, or a delayed settlement date if such Entries are subject to ACH Managed Processing, if Bank receives the Entries by any applicable processing deadlines in the User Documentation for the ACH Service being used. Bank may treat Entries received for processing after a deadline as if received on the next Business Day. Entries will be deemed received by Bank when Bank receives the complete file at the location specified in the User Documentation.

e. Rejection of Entries

Bank may reject any Entry that does not comply with the requirements of the T&C or the applicable User Documentation, including any ACH processing and/or exposure limits described in the User Documentation, or that Bank is unable to verify through use of the Security Procedure. Bank may also reject any Entry that may be returned for any reason under the NACHA Rules or if Client has breached its payment obligations for any ACH Service Bank provides to Client or Bank may require Client's Entries to be subject to ACH Managed Processing. We will give notices of rejection and/or Entries becoming subject to ACH Managed Processing. Bank may also, without prior notice, no longer accept or process Client's debit Entries or may require Client's Entries to be subject to ACH Managed Processing.

Bank will have no responsibility or liability in connection with the rejection or ACH Managed Processing requirement of any Entry and Bank is not obligated to pay Client interest for the period before Client receives the notice of rejection or ACH Managed Processing requirement. If an Entry is rejected for any reason, it is Client's responsibility to correct the Entry it intends to resubmit.

f. Reversal or Deletion

Bank has no obligation to cancel or amend any Entry after Bank received it. If Client sends Bank a Reversal/Deletion Request and Bank is able to verify the authenticity of the Reversal/Deletion Request using the Security Procedure, Bank will make a reasonable effort to act on the Reversal/Deletion Request. Bank will have no responsibility or liability if such Reversal/Deletion Request is not effected (for example, but not limited to, if it is returned for non-sufficient funds). Client agrees to Indemnify Bank in connection with any such Reversal/Deletion Request. Obligations under this provision will survive the termination of any ACH Service.

g. Provisional Payments

Client agrees to be bound by the provision of the NACHA Rules and UPIC Rules that provides that payment of a credit Entry by the Receiving Depository Financial Institution (RDFI) to the Receiver is provisional until the RDFI receives final settlement for the Entry.

Bank's payment of any debit Entry, returned credit Entry or credit Reversal is provisional until Bank receives final settlement for the Entry or Reversal. If final settlement is not received, Bank is entitled to a refund and may charge Client's account for the amount previously credited. Bank may delay the availability of any amount credited (i) for a debit Entry subject to ACH Managed Processing, or (ii) for a debit Entry or credit Reversal if Bank believes that there may not be sufficient funds in Client's account to cover any chargeback or return of the Entry or Reversal. Bank's rights under this subsection will survive termination of the Service.

h. Inconsistency of Name and Number

An RDFI can make payment to a Receiver based solely on the account number, even if the name in the Entry differs from the name on the account. Bank will send an Entry to an RDFI based solely on the bank identifying number Client provides, even if Client provides Bank with a different RDFI name.

i. Supplemental Suspension and Termination

This subsection supplements the Suspension and Termination section in the General Terms of this T&C. 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, Services may be suspended, modified, amended and/or terminated.

2. ACH Authorization to Receive

May be offered under the following names, or variations thereof, as may be amended from time to time: ACH Blocks and Authorizations, ACH Blocks and Authorizations with UPIC.

This section applies only to ACH Authorization to Receive Service for Entries received in the United States of America. With the ACH Authorization to Receive Services, Client provides Bank with the authorization criteria for Entries Client desires to receive for account debit or credit. Bank will automatically return any Entry which does not meet authorization criteria.

Bank may also return an Entry that would be returned for any reason under the NACHA Rules. The ACH Authorization to Receive Services 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.

For certain ACH Authorization Receive Services, where available, Bank may, in its sole discretion, assist Client to obtain a UPIC in accordance with the EPN UPIC Rules. Each time Client uses or authorizes a transaction using a UPIC, Client represents and warrants that it will abide by the UPIC Rules, and Client makes the same representations and warranties to Bank as Bank makes as a UPIC Participant under the UPIC Rules. Client may not assign or transfer its UPIC to any other entity without Bank's express, advance, written consent.

Client agrees to comply with the NACHA Rules for all Entries. Under the NACHA Rules, credit Entries are provisional and may be revoked prior to final settlement. If the credit Entry is revoked before final settlement and final settlement is not received, Bank may charge Client's account for any amount previously credited to Client's account. In this instance, the person who originated the credit Entry is considered not to have paid you and Bank does not send a separate notice regarding such failed payment.

If Client also subscribes to ACH Positive Pay Services as described in this T&C, Client will still need to make pay or return decisions under those ACH Positive Pay Services. Such decisions will supersede the terms contained in your ACH Authorization to Receive Services.

Supplemental Suspension and Termination

If Bank has assisted Client in obtaining a UPIC, Bank may terminate this Service immediately and send Notice of the termination if Bank, in its sole discretion, no longer wishes to provide this ACH Authorization to Receive Service and/or the UPIC.

3. ACH Positive Pay

May be offered under the following names, or variations thereof, as may be amended from time to time: ACH Positive Pay Service.

ACH Positive Pay Services allows Client to identify exception items, and to instruct Bank whether to pay or return those items. An exception item is an ACH Entry not previously authorized by Client.

On each Business Day, Bank notifies Client of ACH debit and credit Entries presented to Bank for settlement on that Business Day and which Bank identified as exceptions based on authorization information Client provided to Bank. Exceptions are determined by comparing ACH Entries presented to Bank (including by other depository institutions, ACH operators or by Bank) with the authorization instructions Client provided. Alternatively, Client may choose not to authorize any ACH Entries, in which case Bank will treat all such ACH Entries as exception items.

Client must access the daily reports of exception items via a Website and notify Bank which exception items to pay/accept or which to return. If Client fails to notify Bank by the deadline, Bank will handle the exception items in accordance with the prescribed default procedure as outlined in the User Documentation.

By using the ACH Positive Pay Services, Client authorizes Bank to return ACH Entries or to pay/accept ACH Entries in accordance with Client's authorization instructions and the return procedure in the applicable User Documentation. Bank will have no responsibility or liability in connection with the payment of an ACH Entry which is unauthorized if (i) the ACH Entry is included in a report of exception items; and (ii) Client does not give Bank timely instructions to return the ACH Entry.

Client acknowledges that the ACH Positive Pay Services do not preclude Bank's standard ACH processing procedures, which may cause an ACH Entry to be dishonored even if Client's instructions do not otherwise require Bank to return such ACH Entry.

ACH Positive Pay Services are intended to be used to identify and return ACH 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 a pay/accept return decisions on exception items, including and not limited to stop payment orders on ACH 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 Services contrary to those intentions, Bank may require Client to provide evidence that ACH Entries Bank returns pursuant to Client's instructions were in fact unauthorized. In addition, Bank may hold Client liable for losses Bank sustains on ACH Entries which Bank is requested to return under such ACH Positive Pay Services and which Client does not reasonably establish as unauthorized ACH Entries.

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.

If Client also subscribes to the ACH Authorization to Receive Services, Client will still need to make pay or return decisions under the ACH Positive Pay Services. Such decisions will supersede the terms contained in the ACH Authorization to Receive Services.

4. Check to ACH Conversion

The Check to ACH Conversion Service allows Client or Bank, on Client's behalf, to convert eligible checks Client receives to ACH Entries and ineligible checks to a paper item, such as a draft, remotely created check, or substitute check or IRD, or an Image. Only checks that are eligible items under the NACHA Rules may be so converted. ACH Services are governed by the ACH section of the T&C.

"Administrative Returns" means ACH Entries returned for specific reasons, including invalid account number or no account number.

"Check 21" refers to the Check Clearing for the 21st Century Act, 12 CFR 229 or any successor legislation. Any IRD created and deposited to your account must comply with all requirements mandated by Check 21.

"Electronic Image" means an image conforming to the applicable industry standards for Images.

"Image" means an Electronic Image or a Paper Image. With regard to an Image of an original paper check, you and us agree that the check Image that is deposited with us under the Service shall be a "check" and/or an "item" (as applicable) for all purposes under this Agreement, any Account Agreement between you and us relating to the collection of checks generally, the Uniform Commercial Code, the Expedited Funds Availability Act, Regulation CC, any other federal or state check law, and federal and clearinghouse Rules, to the same extent as that original is a "check" or an "item," as applicable.

"IRD" means a paper substitute check or image replacement document, created from an electronic image or an original paper check, as allowed under Check 21, and further described in the applicable User Documentation¹.

"Paper Image" is an Image that is a paper reproduction of the related physical check (the original paper item or substitute check created from an image of the original paper item) created with image technology

a. Client Responsibilities

Client creates or authorizes ACH Entries to be created on its behalf as provided in the User Documentation and the NACHA Rules. Client is responsible for determining the eligibility of items that Client submits in accordance with the User Documentation and the NACHA Rules. Client agrees that it will only submit eligible items for conversion in conformity with requirements identified in the User Documentation. For any ACH Entry created under this Conversion Service, Client is deemed to be the Originator under the NACHA Rules, and for each and every day an ACH Entry is created, Client accepts all responsibilities under the NACHA Operating Rules.

Client shall pay Bank for the amount of any returned debit Entries (including rejected debit Entries) and any returned IRDs or other paper items (including rejected IRDs or other paper items) and any rejected Image, or any adjustment Entries accepted by Bank, which Bank previously credited to Client's account. Such amounts shall be immediately due and payable by Client to Bank. Returned debit Entries, returned IRDs, or other paper items and returned Images presented appear on your reports to the extent agreed between us, and Client agrees that Bank need not send a separate notice of debit Entries which are returned unpaid. If such option is chosen, certain returned Entries may be repaired, when feasible, and may then be processed as a paper item or Image. The paper item or Image may be an image of the original check that had been converted to an ACH Entry, or a draft or image replacement document ("IRD").

If Client captures and sends us MICR data or Images, and Bank presents these items for payment via Image exchange, Client makes the same representations and warranties to Bank as Bank makes under the Image exchange rules that govern Bank. These include warranties that the Image accurately represents all the information on the front and back of the original check as of the time the original check was truncated, the MICR-line information contains all information needed for a substitute check or draft, and any transmission to Bank complies with the specifications described in the applicable User Documentation. Client agrees to Indemnify Bank and any receiving parties that suffer losses as a result of receiving the substitute instead of the original, or receiving duplicate items, whether in paper or Image form.

Client represents and warrants that it has obtained the necessary authorization from each Receiver prior to the initiation of the corresponding ACH Entry and that each Entry conforms to the authorization and complies with the NACHA Rules, and Client makes the same warranties to Bank as Bank makes under Section 2.2, 2.3, 2.4, and 2.5 or any successor section of the NACHA Rules.

If Bank creates a demand draft or remotely created check (an unsigned draft) with this Service, on Client's behalf, Client is deemed to warrant and guarantee that such draft or check is authorized by the person identified as the drawer according to the terms on its face. Client represents and warrants that it will retain and maintain an image of the original item remitted, and will provide it upon request to show the check

or draft was authorized by the person identified as the drawer and was authorized in the amount of the item and payable to the payee as stated on the item.

Except as provided below, for any IRD created under this Service, Client is deemed to be the warrantor of certain warranties under Check 21, and for each and every day an IRD is created, Client accepts all responsibilities as warrantor for those certain warranties under Check 21 regarding creation of the IRDs. Client gives the same warranties and indemnities to Bank that Bank as a reconverting bank gives under 12 CFR Parts 229.52 and 229.53 of Check 21 or any successor legislation.

b. Supplemental Termination and Suspension

If Client submits ineligible items for conversion, which are not permitted by the User Documentation, then Bank, in its sole discretion, may immediately terminate or suspend the Check to ACH Conversion Service. Bank will notify Client of any such termination or suspension of the service. These termination or suspension provisions are in addition to any other termination or suspension provisions under the Treasury Agreements.

5. Payment Processing Service

May be offered under the following names, or variations thereof, as may be amended from time to time: Paymode-X®.

“Collector” means a non-consumer that is a member of the PayMode-X® network and receives payments and remittance information from Disburser.

“Disburser” means a non-consumer that uses the Service to send Transaction Requests to Bank and on whose behalf Bank originates an Entry to a Collector.

“Transaction Account” means one or more deposit accounts maintained by Client with Bank or another financial institution and used in connection with the Payment Processing Services.

“Transaction Request” means a message transmitted electronically from Client as a Disburser to Bank or Bank’s third party processor requesting Bank to originate an Entry to a Collector on Client’s behalf.

If utilizing the Payment Processing Service, Client will choose to enroll as a “Disburser.” With this Service, a Disburser may request Bank to originate payments to Collectors on its behalf. The capitalized ACH terms appearing in italics below are defined in the NACHA Rules.

Client must comply with the NACHA Rules for all Transaction Requests and Entries, whether or not a Transaction Request or Entry is sent through the ACH network. Bank acts as the Originator, on Client’s behalf, and Originating Depository Financial Institution (ODFI) with respect to Entries. Client represents and warrants to Bank that all Receiver bank accounts are domiciled in the United States. Client may not submit a Transaction Request that would require the processing of an international ACH transaction (IAT) or any other type of cross border payment. The NACHA Rules govern if they conflict with the Service Documentation, except that the file specification requirements in the User Documentation govern if they conflict with the NACHA Rules.

When Client enrolls to use the Payment Processing Services, Client will become a member of the third-party owned PayMode-X® network made up of Disburser and Payers, using the Payment Processing Services, as well as Collectors and Billers. A Disburser must comply with the PayMode-X® network operating rules. The operating rules are available for review at the website indicated in the User Documentation.

Client must comply with the NACHA Rules for all Transaction Requests and Entries. Client agrees to be bound by the provision of the NACHA Rules providing that payment of a credit Entry by the Receiving Depository Financial Institution (RDFI) to the Receiver is provisional until the RDFI receives final settlement for the Entry. If final settlement is not received, the RDFI is entitled to a refund from the Receiver of the amount credited. This means that the Receiver will not have been paid.

Bank’s payment of any debit Entry, returned credit Entry or credit Reversal is provisional until Bank receives final settlement for the Entry or Reversal. If final settlement is not received, Bank is entitled to a refund and may charge Client’s Transaction Account for the amount previously credited.

6. Bank-Printed Drafts

May be offered under the following names, or variations thereof, as may be amended from time to time: CashPro® Connect Payments, CashPro® Global Payments – Bank Printed Drafts, CashPro® Online – Bank Printed Drafts, CashPro® Connect Bank Drafts.

Using the Bank-Printed Drafts Service, Client may request Bank to issue a bank draft by submitting an electronic message advising Bank to create a draft on Client’s behalf (“Payment Advice”) using a Client computer (using Software Bank provides or by accessing a Website) or sending Bank a data file transmission or through any other Bank approved payment initiation channels to print drafts (which may include drafts denominated in a currency other than the currency in which the relevant account is denominated) drawn on accounts designated and owned by Bank.

Generally, Client may send Bank a request to stop payment with respect to a draft drawn on an account designated and owned by Bank only if the draft is lost, stolen or destroyed, and Client must first provide Bank with an indemnity for acting upon such a stop payment.

Client must retransmit any Payment Advice, electronically transmitted Stop Payment Request or other message initially transmitted to Bank through the Service if it has not received an acknowledgment message from Bank within the time period specified.

7. Check Issuance

May be offered under the following names, or variations thereof, as may be amended from time to time: CashPro® Connect Payments – Check Print & Mail Services, Paymode-X® - Check Print, Paymode-X® Plus, Corporate Cheque Issuance.

With the Check Issuance Services, Client may request Bank to (1) create checks on Client's behalf that are drawn on either (i) accounts owned and maintained by Client with Bank or another bank or (ii) accounts designated and owned by Bank, and/or (2) print and mail on Client's behalf generic inserts.

Client must submit Stop Payment Requests in accordance with the applicable User Documentation or Account Agreement, as appropriate.

If an acknowledgment message has not been provided by Bank or Bank's third party processor, it is Client's responsibility to contact customer support for instructions before resubmitting any check issuance request, document printing request or other message.

Checks drawn on Client accounts at Bank will be governed by the applicable Account Agreement.

8. Controlled Disbursement

May be offered under the following names, or variations thereof, as may be amended from time to time: Controlled Disbursement (all available U.S. sites).

Controlled Disbursement Services provide information each Business Day in order for Client to fund the net total amount of (i) controlled disbursement checks presented that Business Day, (ii) certain controlled disbursement ACH transactions received prior to the time stated in the applicable User Documentation and (iii) any other check-related electronic adjustments to which Client and Bank agree and which are posted that Business Day. As used in this section, "Controlled Disbursement Account" means one or more demand Deposit Accounts maintained by Client with Bank and used in connection with the Controlled Disbursement Services, and "Controlled Disbursement Point" means each bank office designated by us through which checks issued under the Controlled Disbursement Service will be cleared or routed.

Controlled Disbursement Services are available through multiple Controlled Disbursement points in the United States. For each Controlled Disbursement point used, Client must maintain one or more Controlled Disbursement Accounts at Bank. For each Controlled Disbursement Point, Client may (i) draw checks bearing the respective point's routing numbers directly on Client's Controlled Disbursement Accounts, (ii) initiate or authorize third parties to initiate ACH debits pursuant to the section of this T&C regarding ACH Services and (iii) subject to the applicable funds transfer Service agreement, initiate other electronic debits to Client's Controlled Disbursement Accounts. (For electronic debits to Client's Controlled Disbursement Accounts, Client must use the appropriate funds transfer Service approved by Bank.)

On each Business Day, Bank will inform Client by the specified time of the total amount of debits presented for payment that day at or through a Controlled Disbursement point and any other amounts required to be deposited in Client's corresponding Controlled Disbursement Accounts to cover such debits. If Bank attempts to post a debit to a Controlled Disbursement Account for the amount due and determines there are insufficient funds in the Controlled Disbursement Account, Bank may dishonor some or all of the checks then pending payment and/or, as appropriate, return or reject any electronic debit pending settlement. Bank may, however, in its sole discretion, allow an overdraft so some or all of such checks or electronic debits will be paid or settled. If Bank does so, Bank is not obligated to allow any such overdraft in the future.

On each Business Day, Bank will inform Client of the total amount of debits presented for payment that day at or through a Controlled Disbursement Point. If there are insufficient funds in the Controlled Disbursement Account, Bank may dishonor some or all of the checks then pending payment and/or return or reject any electronic debit pending settlement.

9. Positive Pay

May be offered under the following names, or variations thereof, as may be amended from time to time: CashPro® Online ACH Positive Pay, CashPro® Connect Payments, CashPro® Check Management, Image Positive Pay, Payee Positive Pay (US and Canada), Positive Pay (US and Canada), Reverse Positive Pay, Teller Positive Pay.

Positive Pay Services allow Client to identify exception items, to request photocopies and/or electronic images of exception items and to instruct Bank to pay or return those items. The options and features available for the Positive Pay Services are described in the applicable User Documentation. Where available, Client may choose an option under which Bank makes available information regarding all checks posted for payment against the account. If Client chooses this option, Client must review those items, and notify Bank by the deadline set forth in the applicable User Documentation, which checks, if any, Client wants Bank to dishonor and return.

On the same day Bank reports exception items to Client, Client must notify Bank, by the deadline specified, which checks to pay or which to dishonor and return. If Client fails to notify Bank by the deadline, the exception items will be handled in accordance with the prescribed default procedure (Client may choose default procedure where the choice is available). Notwithstanding any courtesy alerts Bank may provide regarding reports of exception items, Client is responsible for checking the applicable Website for daily reports of exception items and notifying Bank by the appropriate deadlines which exception items to pay or which to return. Client authorizes Bank to return checks or to pay checks in accordance with its instructions and the default procedure in the applicable User Documentation. Bank will have no responsibility or liability in connection with any payment of a check that is unauthorized or fraudulent if (i) the check is included in a report of exception items, (ii) Client has not selected a return default for exception items and (iii) Client does not give Bank timely instructions to return the check. Client request for copies of exception items when images are unavailable does not extend the deadline for exception decisioning. If presented with exceptions, Client must provide a decision on those exceptions on each Business Day. In the event Bank is required to utilize business continuity procedures, Bank will, if feasible, apply the default procedure.

Client acknowledges that Positive Pay Services do not preclude standard check processing procedures, which may cause a check to be dishonored even if Client's instructions or the default procedure do not otherwise require Bank to return such check. Client acknowledges that if it has Teller Positive Pay Service, the decision whether to pay or not pay an item may be made by Bank at a financial center. Client acknowledges that the decision whether to pay or not pay an item may be made by Bank, in certain circumstances, even if Client subscribes to the Payee Positive Pay Service. Bank may in its sole discretion not present to Client all payee name discrepancies for Client to make a pay or return decision. For example, Bank may utilize a dollar threshold below which certain items may not be presented to Client and which threshold may change from time to time. If Bank received your issue file timely and that would have permitted Bank to identify and make available an item as an exception for your pay or return decision and Bank does not do so; and (i) such item would have been one which Client would have requested Bank to return due to fraud, had it been presented as an exception; and (ii) Client notifies Bank of the fraud, then in such cases Bank will be responsible for any loss Client may suffer up to the face value of the item. In no event will Bank be liable for any indirect, consequential, special or punitive damages or loss.

If Client declines to use the Teller Positive Pay Service, or fails to meet the applicable issue file deadlines, Client will bear the full loss for checks drawn on its accounts with Bank and paid or deposited by Bank in good faith if the checks are counterfeits or bear unauthorized alterations to the amounts or unauthorized maker signatures, even if such checks would otherwise be exception items.

Positive Pay Services are intended to be used to identify and return checks which Client suspects in good faith are fraudulent. They are not intended to be used as a substitute for stop payment orders.

10. Electronic Stop Payment

May be offered under the following names, or variations thereof, as may be amended from time to time: CashPro® Online (stop payments) (US & Canada), CashPro® Express (stop payments), Stop Payment Transmission.

Electronic Stop Payment Services allows Client to electronically place or cancel a Stop Payment Request. This is in addition to the ability to make stop payment requests in person, by telephone or in writing as described in the Account Agreement.

A Stop Payment Request will not be effective until Bank reviews its records for the time period specified in the applicable User Documentation, determines that the check has not been paid during that period and responds to Client with an online status of the request of "accepted" (rather than "rejected" or "pending").

A Stop Payment Request terminates at the end of the period designated in the applicable User Documentation, unless the Stop Payment Request is renewed or canceled earlier. A Stop Payment Request is canceled automatically when the account on which the check is drawn is closed or transferred.

Client must include in each Stop Payment Request the Magnetic Ink Character Recognition (MICR) serial number and exact amount (dollars and cents) of the check for which payment is being stopped and the account number on which the check is drawn. Bank can only stop a check that shows exactly the same MICR serial number and amount as that included in the related Stop Payment Request. Client must review its account statements prior to transmitting any Stop Payment Request, and will not transmit any Stop Payment Request relating to a check that has been shown to be paid on such statements. If a check does not appear as paid on a statement with the correct check serial number due to defective or damaged MICR information on the check, Bank is not liable for processing the check.

In some cases, Bank may pay a check even if a Stop Payment Request is in effect. For example, if one of Bank's branches (or financial centers) or affiliates becomes a "holder in due course" of the check, Bank may still pay it.

11. Wire Transfers; Domestic and International Electronic Funds Transfers

May be offered under the following names, or variations thereof, as may be amended from time to time: CashPro® Connect – Cross Border ACH, Cross Border ACH, CashPro® Connect - Payments, CashPro® Global Payments (account transfers, wires, FX wires, Cross Border ACH), CashPro® Online Payments (account transfers, wires, FX wires, domestic wires, ACH, salary, payroll), CashPro® Express Payments (account transfers, wires, FX wires), CashPro® Online (tax payments by wire transfer), Comprehensive Payables (account transfers, wires, FX wires), Cross Border ACH, FX Wires, International Electronic Funds Transfer, International low-value payments to the U.S., MQ Pipe, MultiBank Wires, Paymode-X®, Out-of-Network Wires, Reverse Funds Transfer / Drawdown Message, Standing Order Transfers, Telephone Wire Transfer Service, Telephone FX and US Dollar Wire Transfers, Domestic Wires, Domestic ACH.

This section applies to domestic and international electronic payment services for transfers to or from Client's accounts, including transfers between accounts within the Bank, wire transfers and low-value single payments as well as batch payments to and from accounts with other banks made according to multiple requests within a single electronic data file. It does not apply to ACH Services transacted within the United States of America, which are covered in the Automated Clearing House (ACH) section of this T&C.

Wire Transfer, Domestic and International Electronic Funds Transfer Services permit Client to transfer funds electronically and, as appropriate, to transmit related messages. If Client transfers funds in a non-local currency, the payment may be converted into the local currency of the account by an intermediary bank or the receiving bank (and Bank may receive compensation in connection with any such conversion).

c. Multibank

The Multibank Service permits Client to relay through Bank Client's instructions to another bank to wire transfer funds from one of Client's accounts held at that other bank (as used in this section, "multibank instructions"). Before using the Multibank Service, Client must provide Bank with the account number and bank name for each account to be debited using this Service. Client also must provide the bank holding the debit account with express, written authorization (with a copy to Bank where requested) to act on instructions Bank sends to it under this Service. Bank may rely on that authorization until Banks has had a reasonable opportunity to act on notice that the authorization has been revoked.

Multibank instructions are not payment orders to Bank, and Bank has no obligation to execute, transmit or accept any payment orders made to Bank under the Multibank Service.

If Bank receives any multibank instruction via the international electronic message-transfer service known as the Society for Worldwide Interbank Financial Telecommunication ("SWIFT"), Bank will relay Client instructions to the receiving bank, subject to business day schedules for Bank, SWIFT, and the receiving bank. Bank will have no responsibility or liability in connection with our forwarding, or any rejection by the other bank of, any such instruction which is not in the SWIFT format required by the other bank for such instruction. Client's multibank instructions to Bank via SWIFT must be sent to the SWIFT address specified by Bank to Client from time to time.

If Bank receives any multibank instructions other than via SWIFT, Bank will either, (i) where feasible, create a SWIFT formatted message from the instruction and relay it by SWIFT to the other bank, or (ii) use whatever means or medium Bank deems appropriate, including use of third-party facilities, to reformat and transmit the payment order to another bank, and Bank has no duty to do so if Client's request is defective, incomplete, unclear, incorrect, vague or inconsistent with the terms of the Service Documentation. Bank may act on your multibank instructions as it reasonably considers appropriate notwithstanding any error, omission, defect or lack of clarity in its terms and even if the instructions appear to duplicate other multibank requests. Client agrees to indemnify Bank from any claims by another bank based on Bank sending a multibank instruction containing any error, omission, defect or lack of clarity.

b. Compliance with Rules and Laws

Client agrees to comply with all applicable payment system rules, including the national payment system rules and any other applicable laws and regulations of the receiving country or jurisdiction of the transaction, including but not limited to NACHA rules for low-value payments processed within the United States. Client also agrees to comply with the authorization and notice requirements applicable to any Request to debit another person's account. Client must utilize the applicable security procedure(s) for this Service.

c. Account Debits

Client must have Collected and Available Funds in its account which, when added to funds which may be made available under a line of credit, are sufficient to cover its Requests. Bank records regarding the account balance will control for purposes of Bank processing the Request.

Prior to initiating any Wire Transfer Service Request to debit an account of a third party, Client must provide Bank with documents, in a form acceptable to Bank, evidencing the third party's authorization.

If, for any Business Day, Bank receives more than one Request and/or other items payable from Client's account, Bank may, in its sole discretion, debit Client's account for such Requests and items in any sequence Bank determines.

d. Acting on Requests

Bank will use any means of transmission, funds transfer system, clearing house or intermediary bank that Bank reasonably selects to transfer funds, which could be different than instructions received by Client.

e. Rejection of Requests

Bank may reject any Request which does not comply with the requirements of this T&C or the applicable User Documentation, including any processing limits described in such User Documentation, or which Bank has been unable to verify through use of the Security Procedure. Bank may also reject any Request if it may be returned for any reason under the applicable national payment system rules of the receiving country of the transaction.

f. Cancellation or Amendment

Bank has no obligation to cancel or amend Requests after Bank receives them or to cancel or amend any particular funds transfer requested by a standing instruction which is in effect, however, if Client sends Bank a Request instructing Bank to cancel or amend a prior Request and Bank is able to verify the authenticity of the cancellation or amendment Request using the Security Procedure, Bank will make a reasonable effort to act on that Request, but we will have no responsibility or liability if it is not effected. Client agrees to Indemnify Bank in connection with Client's Request to cancel or amend. Your obligations under this provision will survive termination of these Wire Transfer and International Electronic Funds Transfer Services.

g. Inconsistency of Name and Number

A beneficiary's bank (including Bank when it is the beneficiary's bank) may make payment to a beneficiary based solely on the account or other identifying number. Bank or an intermediary bank may send a Request to an intermediary bank or beneficiary's bank based solely on the bank identifying number. Bank, any intermediary bank and any beneficiary's banks may do so even if the Requests include names inconsistent with the account or other identifying number as long as the inconsistency is not known by Bank or such other bank. Neither Bank nor any other bank has a duty to determine whether a Request contains an inconsistent name and number.

12. Digital Disbursement Service

May be offered under the following names, or variations thereof, as may be amended from time to time: Digital Disbursements, CashPro® Connect – Payments.

"Restricted Information" means any full or partial bank account numbers; credit card numbers; debit card numbers; business tax ID number; social security numbers or similar payment account numbers or government-issued identification numbers; or any other information which Client is obliged to treat as confidential or which ought reasonably to be considered confidential by Client.

"Sensitive Information" means all data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, criminal offences or convictions, physical or mental health, or sex life or sexual orientation in respect of any individual, genetic or biometric data.

Through the Digital Disbursement Service, Client may request Bank to initiate disbursement payments to Recipients using the bank account and bank routing information associated with the mobile telephone number or email address, or other Bank approved identifier, which Bank may establish in its sole discretion from time to time, of the recipients ("Alias Based Identifier") as registered with the Payment Network or banks that participate in the Payment Network. The Payment Network is a payment company that facilitates electronic payments by maintaining a record of the Alias Based Identifier of a Recipient and the bank name and routing number associated with such Alias Based Identifier. The term the Payment Network includes any other payment company that provides similar services and is designated by Bank in the future as a service provider or payment network for use in connection with the Service. Bank will process the disbursement payment directly if the Recipient's registered account is held by Bank or through one or more electronic payment networks if the Recipient's account is held at a different US-based bank or credit union. If the Recipient is not a Registered Recipient (i.e., registered with the Payment Network or a bank that participates in the Payment Network and provides his/her bank deposit account and routing information to be associated with his/her Alias Based Identifier), Bank

will notify the Recipient on your behalf and request that the Recipient register with the Payment Network or with a bank that participates in the Payment Network to receive disbursement payments.

a. Registration of Recipients

The Digital Disbursement Service can only complete a payment to a Recipient if the Recipient registers with the Payment Network or a bank that participates in the Payment Network and provides the bank deposit account and routing information to be associated with his/her Alias Based Identifier.

b. Initiating a Digital Disbursement Payment

To initiate a Digital Disbursement payment, Client must provide a Payment Transaction Request containing the required data elements including, without limitation: (i) the amount and currency of the disbursement payment, (ii) the full name, full address and Alias Based Identifier for the Recipient, (iii) the Process Date, (iv) the Payment Network, and (v) any other required information as established in the User Documentation and the Materials. Client represents and warrants that (i) all information in a Payment Transaction Request, including the Alias Based Identifier of the Registered Recipient, is accurate and complete, (ii) the consent and authorization of the Registered Recipient in connection with collection and processing of such information and other requirements under data protection law and regulations have been obtained and complied with, (iii) Client will not send Bank any Restricted Information unless Bank specifically requests for such Restricted Information and (iv) Client will not send Bank any Sensitive Information. Bank will use commercially reasonable efforts to initiate the Payment Transaction on the Process Date. Bank makes no representation or warranty to you Client that a Payment Transaction will be received by the Recipient or credited to the Recipient's bank account on the Process Date or any other date. Payments may be delayed if the Recipient has not registered as a Registered Recipient. To the extent permitted by law, Client will Indemnify Bank in connection with any delayed, undelivered, or late payment.

c. Processing and Payment of Digital Disbursements

Client hereby authorizes Bank to debit Client's designated Settlement Account for the amount of each Payment Transaction Request and remit funds in accordance with Client's Payment Transaction Request through the ACH network, book transfer, or other electronic funds network, as determined by Bank or the Payment Network. Bank may debit Client's Settlement Account by direct posting/book transfer for payment for the Payment Transaction Requests. Debits to the Settlement Account can occur on or after the Process Date. After the Process Date and prior to settlement of the funds to the Recipient, funds deducted from Client's Settlement Account may be held in an omnibus account or general liability account at the Bank. Client acknowledges and agrees that it has no ownership interest or right to the funds in this bank account, or to any compensation (including but not limited to interest or earnings credit) for funds held in such account. This bank account arrangement does not create a trust or other fiduciary obligations on the part of Bank to Client.

d. Reliance on Alias-Based Identifiers and Related Bank Account Information

Client acknowledges that Bank, the Payment Network and other processing banks will process the Payment Transaction to the Recipient based on the bank deposit account and routing information that is associated with the Alias Based Identifier included in the Payment Transaction Request. Bank has no responsibility to Client or any other person, and Bank makes no warranty or representation that the bank deposit account associated with the Alias Based Identifier of the Recipient is in fact a bank account owned by or controlled by the Recipient. Bank has no responsibility for the accuracy of the bank account information associated with a Recipient's Alias Based Identifier. If Client sent an erroneous transaction and completes an unintended payment, Client may submit a claim request and Bank will make a reasonable effort to act on your request. Bank has no responsibility or liability if such claim request is not effected. Client agrees to Indemnify Bank in connection with any such claim request and/or reversal.

e. Returned Transactions

A Payment Transaction may be returned or rejected for various reasons such as, but not limited to, (i) the Recipient's bank account information associated with the Alias Based Identifier is expired or invalid, (ii) the Payment Transaction is rejected or returned by the Recipient, his/her financial institution or a payment network, or (iii) the Recipient has failed to register as a Registered Recipient. Bank has no responsibility or liability with respect to any returned/rejected Payment Transaction or any resulting loss or damage that Client may incur. Returned/rejected Payment Transactions will be credited to your Settlement Account.

f. Payment Cancellation Requests

Client may request that Bank attempt to cancel a Payment Transaction that is pending (unknown Recipient), pending acceptance by the Recipient, or future dated for which Bank has not yet begun processing. Bank is not obligated to act on such a cancellation request. Client may only request the cancellation of a Payment Transaction through any electronic or other channel approved for use in accessing the Service. Bank will credit back to the Settlement Account any debits previously made to fund a successfully cancelled Payment Transaction.

g. Transaction Limits

Bank may, in its sole discretion, impose limits on the amount of funds sent through the Digital Disbursement Service, on a per-transaction or a cumulative basis, and change those limits at any time without prior notice. Bank may also impose frequency limits on the number of transactions to an individual Recipient or to all Recipients in the aggregate, as well as daily or monthly limits.

h. Permissible Customers and Payments

Client represents and warrants to Bank that all Recipient bank accounts are domiciled in the United States. Client may not submit a Payment Transaction Request that would require the processing of an international ACH transaction (IAT) or any other type of cross border payment. The Digital Disbursement Service is designed for Client's own proprietary payments only. Client is prohibited from using the Digital Disbursement Service to make payments on behalf of a customer or other third party or any other unlawful payment. Bank has no responsibility

or liability in connection with claims for damages resulting from Client's requesting, or Bank's processing, of these types of impermissible disbursement payments.

i. Payment Review

In Bank's sole discretion, Bank may place a hold on a Payment Transaction Request for as long as reasonably required to conduct an appropriate inquiry regarding Client, the Recipient, the requested disbursement payment and other relevant circumstances and factors.

j. Transaction disclosure

Client acknowledges that Bank may disclose details of a Payment Transaction, including Client's identity, the identity of the Recipient and any information that Client enters in the Payment Transaction Request to any federal, state or foreign authority or government body, where such disclosure is required by any applicable federal, state or foreign law or regulation (including, without limitation, anti-money laundering and counter-terrorism financing laws). Client shall ensure that it has obtained from the Recipient all requisite consents and authority under all applicable federal, state and foreign laws and regulations to authorize Bank to disclose information about the Recipient, including, where necessary, Restricted Information or Sensitive Information, to government bodies or authorities to comply with Bank's disclosure obligations.

k. Recipient Authorization for Payment

Client will only initiate a Payment Transaction Request to a Recipient using a mobile phone number if that Recipient has expressly consented to Client to receive text messages from it and Bank relating to the disbursement payment. Client may document these consents in writing or by a recorded oral conversation. Client is responsible for providing its Recipients with any information about the processing of their information by Bank and any Bank Service Company as may be required by applicable law or regulation. Client is also responsible for obtaining any other consent from its customers, as required by its privacy policy or applicable law, for the sharing of customer information with Bank as necessary to make the disbursement payment to the Recipient. Upon Bank's request, Client will share documentation evidencing these consents with Bank.

l. Confidentiality and Security of Data in Payment Transaction Memo Field

Client will not enter any confidential or proprietary information into the payment transaction memo field of the Payment Transaction Request (including full bank account numbers or social security numbers) as information from this field will be displayed in the Digital Disbursement Service email/text message communications to Recipients and other persons. This payment transaction memo field information will not be encrypted within the Digital Disbursement Service or in various communications sent to Recipient and other persons in connection with the Digital Disbursement Service, and this information may be subject to inadvertent disclosure. Client acknowledges and agrees that all information entered in the Payment Transaction memo field of its Payment Transaction Request will be disclosed to persons and companies in connection with the Service including, but not limited to, the Recipient, the Payment Network, any Bank Service Company and any processing bank, for example in communications with such persons. Client further acknowledges and agrees that such information will not be encrypted. Client therefore agrees that it will not enter Restricted Information or Sensitive Information in the Payment Transaction memo field of the Payment Transaction Request. Client assumes all responsibility and liability for any Restricted Information or Sensitive Information which it enters into the Payment Transaction memo field. Client agrees to indemnify Bank against and hold harmless from and defend Bank against any and all liabilities, claims, costs, expenses and damages of any nature (including legal expenses) arising out of or relating to such entry of any Restricted Information or Sensitive Information. Client bears sole responsibility for compliance with any federal, state or foreign laws relating to information security or privacy with respect to information Client places in the memo field.

13. Global Digital Disbursement Service

Subject to Bank's specific approval, Client may use the Service pursuant to the following terms and conditions once Client has provided Bank with all information necessary for Bank to set Client up to use the Service. In the event of any conflict between this section and the rest of the T&C, this section shall govern to the extent of such conflict.

a. Description of the Global Digital Disbursement Service

Pursuant to the terms of, and as further described in, each of the Service Documents: (1) Client may only access the Service through a Bank Approved Channel, (2) Client may request Bank to initiate disbursement payments through a Payment Network to a Registered Recipient's Associated Account, based on the Alias Based Identifier of that Registered Recipient, (3) Bank may complete a foreign exchange transaction, if applicable, and process the disbursement payment through one or more electronic payment channels to the Payment Network or to a Registered Recipient's bank account, and (4) Bank will notify the Recipient of the Payment Transaction Request on Client's behalf and Bank may instruct the Recipient to take action in order to receive disbursement payments, including validating their identity with the Payment Network.

b. Definitions

Alias Based Identifier. An email address or mobile phone number (or such other identifier as Bank may approve from time to time) which is: (1) used to identify a Registered Recipient and their Associated Account, for the processing of Global Digital Disbursement Payment Transactions to such Registered Recipient, (2) registered with the Payment Network and (3) provided to Bank by Client.

Associated Account. An account, held with the Payment Network or a bank, which is associated with a Registered Recipient by their Alias Based Identifier.

Bank Service Company. An agent, consultant, independent contractor, sub-contractor, or any of Bank's affiliates, with whom Bank engages to provide any part of this Service.

Bank Approved Channel. Any electronic or other channel approved by Bank for use in Client's access of the Service, as described in User Documentation.

Payment Network. An entity duly licensed to provide relevant services in the jurisdiction of the Recipient, with whom Bank coordinates in providing the Service to Client and that facilitates electronic payments by maintaining: (1) a record of the Alias Based Identifier of a Registered Recipient and (2) an account of that Registered Recipient held with such Payment Network or a record of a bank account of that Registered Recipient, in each case associated with such Alias Based Identifier. The term Payment Network includes any entity that provides similar services and is designated by Bank in the future as a Payment Network.

Payment Transaction. A payment Bank initiates on Client's behalf to a Recipient whom Client wishes to pay, using the Service.

Payment Transaction Request. A message transmitted electronically from Client to Bank using the Service, and requesting Bank to initiate a Payment Transaction.

Execution Date. The date that Client requests in the Payment Transaction Request for Bank to start the processing of a Payment Transaction.

Recipient. A person, company or other entity to whom Client seeks to make a disbursement payment using the Service.

Registered Recipient. A Recipient that registers with the Payment Network and has an Associated Account.

Restricted Information. Any full or partial bank account numbers; credit card numbers; debit card numbers; business tax ID number; social security numbers or similar payment account numbers or government-issued identification numbers; or any other information which Client is obliged to treat as confidential or which ought reasonably to be considered confidential by Client.

Security Procedure. The applicable security procedure described in the User Documentation for the Service for verifying the authenticity of Payment Transaction Requests and other transactions related to the Service.

Sensitive Information. All data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, criminal offences or convictions, physical or mental health, or sex life or sexual orientation in respect of any individual; and any genetic or biometric data.

Service. The Global Digital Disbursement Service described in the Service Documentation and other related services covered by this section.

Service Document. Each of this section and applicable User Documentation for this Service.

Settlement Account. One or more demand deposit accounts maintained by Client with Bank and designated by Client to be used in connection with the Service.

c. Use of the Global Digital Disbursement Service

Before using the Service, upon Bank's request, Client will provide Bank with a written list, in a form acceptable to Bank, of persons authorized by Client to make or approve a Payment Transaction Request or deletion request, respond to customer service inquiries and provide instructions regarding file transmissions in accordance with the Security Procedure and to perform certain other duties in connection with the Service. Client shall update such list from time to time as necessary to reflect any changes in authorized persons.

Without prejudice to the terms of the T&C, Bank reserves the right to suspend or terminate Client's use of the Service if Bank is informed by the Payment Network that Client's payment activity violates its Acceptable Use Policy, which the Payment Network may decide may apply to Client as though Client were contracting with the Payment Network.

i. Registration and Validation of Recipients

Client will ensure that the Recipient is a Registered Recipient and, upon request from Bank, validates their identity with the Payment Network. In the event Client sends Bank a Payment Transaction Request for a Recipient that is not a Registered Recipient, Client instructs and authorizes Bank to send the Recipient an email or text message to the Recipient's Alias Based Identifier with details as set out in the Payment Transaction Request, including an option for the Recipient to register with the Payment Network for receipt of payments sent through the Service. Bank will only be able to complete processing of a Payment Transaction after the Recipient validates themselves as a Registered Recipient. Client instructs and authorizes Bank to send one or more messages to a Recipient's Alias Based Identifier for the purpose of informing the Recipient that a Payment Transaction is pending and that the Recipient needs to take action in order to receive the payment. If the Recipient fails to validate themselves as a Registered Recipient within 14 calendar days, or such other period that Bank may stipulate and note to Client and the Recipient from time to time, the Payment Transaction Request will expire and Client will be required to make a new Payment Transaction Request. Client represents and warrants that Client has all requisite consents and authority from the Recipient and under all applicable law and

regulations (including all data protection laws and regulations) to authorize Bank or any Bank Service Company to contact the Recipient in this manner, and to collect and process any information relating to the Recipient for this purpose. For the avoidance of doubt, the foregoing includes Bank's authority to share or to provide to the Bank Service Company any information relating to the Recipient for this purpose. Client further represents and warrants that Client is in compliance with any and all applicable know-your-customer, customer due diligence and anti-money laundering laws and regulations (including the completion of all such applicable know-your-customer, customer due diligence and anti-money laundering checks on a Recipient) and data protection laws and regulations. Bank is not responsible for any Recipient's failure to become a Registered Recipient or maintain their status as a Registered Recipient. Client agrees to indemnify Bank against, and hold Bank harmless from, any and all liabilities, claims, costs, expenses and damages of any nature, including legal expenses, Bank incurs in connection with Client's breach of the foregoing representations and warranties.

ii. Initiating a Global Digital Disbursement Payment

To initiate a Payment Transaction, Client shall provide a Payment Transaction Request to Bank through a Bank Approved Channel in the required format and containing the required data as set out under the User Documentation and the Materials. Client will only request that Bank process a payment to a Registered Recipient in the currencies and jurisdictions as specifically set out in the User Documentation and the Materials. For each Payment Transaction Request, Client shall include, without limitation: (i) the amount and currency of the payment, (ii) the full name, full address and Alias Based Identifier of the Registered Recipient, (iii) the Execution Date, and (iv) any other required information as set out in the User Documentation and the Materials. Client represents and warrants that (i) all information in a Payment Transaction Request, including the Alias Based Identifier of the Registered Recipient, is accurate and complete, (ii) the consent and authorization of the Registered Recipient in connection with collection and processing of such information and other requirements under data protection laws and regulations have been obtained and complied with, and (iii) Client will not send Bank any Restricted Information or Sensitive Information unless Bank specifically requests such information from Client. Bank will use commercially reasonable efforts to initiate the Payment Transaction on the Execution Date. Bank makes no representation or warranty to Client that a Payment Transaction will be received by the Recipient or credited to the Recipient's account, as held with the Payment Network or a bank, on the Execution Date or any other date. In particular, payments may be delayed if the Recipient has not registered as a Registered Recipient. Bank shall have no liability to Client in the event that Client incurs financial liability to a Recipient or other person arising from a delayed, undelivered, or late payment.

iii. Processing and Payment of Global Digital Disbursements

Client hereby authorizes Bank to debit Client's Settlement Account for the amount set out in each Payment Transaction Request, and remit such amount: (1) to the Associated Account which is a bank account or (2) to the bank account of the Payment Network for the account of the relevant Registered Recipient, in accordance with Client's Payment Transaction Request. Bank may debit Client's Settlement Account by book transfer for payment for each of Client's Payment Transaction Requests. On each Execution Date, Client is responsible for maintaining sufficient Collected and Available funds in the Settlement Account in an amount sufficient to pay for all debits to fund the Payment Transaction Requests to be processed on such Execution Date. Client acknowledges that debits to the Settlement Account may occur on or after the relevant Execution Date. Bank is not obligated to process any Payment Transaction Requests, even if Bank has done so in the past, without having first debited the Settlement Account in the amount set out in such Payment Transaction Request, but, if in Bank's sole discretion Bank does process such Payment Transaction Request without having first debited the Settlement Account, such amount is immediately due and payable without notice or demand. Bank may debit such amount from Client's Settlement Account even if such debit may cause Client's Settlement Account to have a negative intraday balance or to be in an overdraft position. After the Execution Date and prior to crediting such funds: (1) to the Associated Account which is a bank account or (2) to the bank account of the Payment Network for the account of the relevant Registered Recipient, funds deducted from Client's Settlement Account may be held in an account with Bank (including any omnibus, general ledger or nostro account with us). Client acknowledges and agrees that Client has no ownership interest or right to the funds in such account, or to any compensation (including but not limited to interest or earnings credit) for funds held in such account. Nothing in each of the Service Documents (including the account arrangement described above) shall create a trust or other fiduciary obligation on the part of Bank to Client.

iv. Bank's Reliance on Alias Based Identifiers and Related Payment Network Account Information

Client acknowledges that Bank, the Payment Network and other processing banks, as applicable, will process the Payment Transaction to the Registered Recipient based on the information Client provides in the Payment Transaction Request; provided that Bank, the Payment Network and/or other processing banks, as applicable, has no duty to determine whether a Payment Transaction Request contains an inconsistency between the Registered Recipient's name and its Alias Based Identifier. Bank may make payment to a Registered Recipient based solely on the Recipient's Alias Based Identifier and may do so even if a Payment Transaction Request includes a name inconsistent with the Alias Based Identifier, so long as the inconsistency is not known to Bank, the Payment Network or any other processing bank, as the case may be. Bank shall have no responsibility to Client or any other person, and Bank makes no warranty or representation to Client, that the Registered Recipient's Associated Account is in fact an account owned by or controlled by the Recipient. Bank has no responsibility for the accuracy of the Payment Network or bank account information associated with a Recipient's Alias Based Identifier. Bank will not be liable to Client if Client sends Bank an erroneous Payment Transaction Request and Bank completes the Payment Transaction in accordance with Client's instructions set out in the Payment Transaction Request. Client agrees to indemnify Bank against, and hold Bank harmless from, any and all liabilities, claims, costs, expenses and damages of any nature, including Legal Expenses, Bank incurs in connection with the erroneous Payment Transaction Request and Payment Transaction.

v. Delayed, Suspended, Returned or Rejected Transactions

A Payment Transaction may be delayed, suspended, returned or rejected for various reasons such as, but not limited to, (i) the Alias Based Identifier provided by Client to Bank or the Registered Recipient's Associated Account, associated with the Alias Based Identifier is expired or invalid, (ii) the Payment Transaction is rejected or returned by (1) the Registered Recipient or (2) any processing banks, their financial institution or the Payment Network, for any reason, including but not limited to non-compliance with their internal policies, or (iii) the Recipient has failed to register as a Registered Recipient or has failed to validate themselves with the Payment Network. Bank will use commercially reasonable efforts

to provide Client with notice of a returned or rejected Payment Transaction. Client agrees that Bank shall not have any liability for any Payment Transaction which is returned or rejected for any reason, or any resulting loss (including, without limitation, any foreign exchange loss), cost, expenses or damage that Client may incur. Returned or rejected Payment Transactions will be credited to Client's Settlement Account if funds were previously debited from Client's Settlement Account.

vi. Payment Cancellation Requests

Client may request that Bank attempt to cancel a Payment Transaction that is pending Client's approval, pending registration or validation with the Payment Network, or future dated and which Bank has not yet begun processing. Bank is not obligated to act on such a cancellation request. Client may only request the cancellation of a Payment Transaction through a Bank Approved Channel. Bank will credit back to the Settlement Account any debits previously made to fund a successfully cancelled Payment Transaction.

vii. Transaction Limits

Bank may, in Bank's sole discretion, impose limits on the amount of funds Client may request to be remitted through the Service, on a per transaction or a cumulative basis, and change those limits at any time without prior notice to Client. Bank may also, in Bank's sole discretion, impose frequency limits on the number of transactions to an individual Recipient or to all Recipients in the aggregate, as well as daily or monthly limits as Bank deems appropriate. Limits will be documented in the User Documentation.

viii. Permissible Customers and Payments

Client shall comply with all applicable laws and regulations (including all applicable state and federal laws, and all applicable foreign laws and regulations), and shall hold all applicable licenses and authorizations when making a Payment Transaction Request and when using the Service. The Service is designed for Client's own proprietary payments only. Client is prohibited from using the Service to make payments on behalf of a customer or other third party or to make payments prohibited by law or regulation. In no event shall Bank be liable for any claims for damages resulting from Client's requesting, or Bank's processing, of such prohibited payments.

ix. Payment Review

In Bank's discretion, Bank may place a hold on a Payment Transaction Request (and shall not be required to make any Payment Transaction during this time) for as long as reasonably required to conduct an appropriate inquiry regarding Client, the Registered Recipient, the requested payment and other circumstances and factors Bank considers relevant. In addition, Bank reserves the right in Bank's sole discretion to suspend or cancel any Payment Transaction if Client's Settlement Account or Client's use of the Service is not in good standing, as determined by Bank in Bank's sole discretion.

x. Compliance with Service Documentation

Client is responsible for ensuring that Client's use of the Service and each Payment Transaction Request conforms in form and substance to the requirements, including cutoff times on a Business Day, described in the applicable User Documentation and the Materials for the Service.

xi. Transaction disclosure

Client acknowledges that Bank may disclose details of a Payment Transaction, including Client's identity, the identity of the Recipient and any information that Client enters in the Payment Transaction Request to any federal, state or foreign authority or government body, where such disclosure is required by any applicable federal, state or foreign law or regulation (including, without limitation, anti-money laundering and counter-terrorism financing laws). Client shall ensure that Client has obtained from the Recipient all requisite consents and authority under all applicable federal, state and foreign laws and regulations to authorize Bank to disclose information about the Recipient, including, where necessary, Restricted Information or Sensitive Information, to government bodies or authorities to comply with Bank's disclosure obligations.

d. Recipient Authorization For Payment

Client shall only initiate a Payment Transaction Request to a Recipient if that Recipient has expressly consented to receive messages from Client, Bank and any Bank Service Company relating to the Payment Transaction. Client may document these consents in writing or by a recorded oral conversation. Client is responsible for providing Client's Recipients with any information about the collection, sharing and processing of their information by Bank and any Bank Service Company as may be required by applicable law or regulation. Client also is responsible for obtaining any other consent from Client's Recipients, as required by Client's data protection policy or applicable federal, state or foreign law or regulation, for the collection, sharing and processing of customer information with Bank and any Bank Service Company as necessary to make the Payment Transaction. Upon Bank's request, Client will promptly share documentation evidencing these consents with Bank.

e. Confidentiality and Security of Data in Payment Transaction Memo Field

Client acknowledges and agrees that all information Client enters in the Payment Transaction memo field of Client's Payment Transaction Request will be disclosed to persons and companies in connection with the Service including, but not limited to, the Recipient, the Payment Network, any Bank Service Company and any processing bank, for example in communications with such persons. Client further acknowledges and agrees that such information will not be encrypted. Client therefore agrees that Client will not enter Restricted Information or Sensitive Information in the Payment Transaction memo field of Client's Payment Transaction Request. Client assumes all responsibility and liability for any Restricted Information or Sensitive Information which Client enters into the Payment Transaction memo field. Client agrees to indemnify Bank against and hold Bank harmless from and defend Bank against any and all liabilities, claims, costs, expenses and damages of any nature (including Legal Expenses) arising out of or relating to such entry of any Restricted Information or Sensitive Information. Client bears sole responsibility for compliance with all federal, state and foreign laws and regulations relating to information security or data protection with respect to information Client places in the memo field.

f. Security Procedure

Client agrees to use the Security Procedure for the purpose of verifying the authenticity of any oral, written or electronic communications, (collectively "instructions") including without limitation: (i) any Payment Transaction Request; and (ii) any instructions, data, transactions or other information sent between Client and Bank. The purpose of the Security Procedure is to verify the authenticity of any such instructions between Client, including through any third party communication or payment system selected by Client, any person authorized to act on Client's behalf, or for those acts for which Client is responsible or liable under the law of agency or otherwise, and Bank or Bank's third party processor. The purpose of the Security Procedure is not to detect any errors in the transmission or content of any such instructions. Each time Client uses the Service, Client represents and warrants that, in view of the nature, frequency and risk of Client's instructions, the Security Procedure is a satisfactory method of verifying the authenticity of any such instructions. Client agrees that Bank may act on any instructions, the authenticity of which Bank has verified through use of the Security Procedure.

g. Notice of Account Statement Discrepancies

Information concerning Payment Transactions will be reflected in Client's Settlement Account statements and, in some cases, in the form of written or electronic advices or reports that are produced by the Service, as further described in the User Documentation. Client must send Bank written notice, with a statement of relevant facts, within the shorter of the time set forth in Bank's deposit account agreement with Client, or 14 calendar days after Client receives the first notice or statement indicating a discrepancy between Bank's records and Client's. If Client fails to give the required notice, Bank will not be liable for any loss of interest or for compensation for any other loss or cost relating to an unauthorized or erroneous debit to Client's Settlement Account or any other discrepancy reflected in the notice or Settlement Account statement. Client must notify Bank promptly by telephone or other electronic means approved by Bank for such purpose, and confirm such notice in writing, of information concerning an unauthorized or erroneous debit to Client's Settlement Account if Client learns about or discovers it from any source other than a statement, advice or report from Bank.

h. Foreign Exchange Risks

Client agrees and acknowledges that exchange rates fluctuate, at times significantly, and Client acknowledges and accepts all risks that may result from such fluctuations. If Bank assigns an exchange rate to Client's foreign exchange transaction, that exchange rate will be determined by Bank in Bank's sole discretion based upon factors Bank determines relevant, including without limitation, market conditions, exchange rates charged by other parties, Bank's desired rate of return, market risk, credit risk, and other market, economic and business factors. Client acknowledges that exchange rates for retail and commercial transactions, and for transactions effected after regular business hours and on weekends, are different from the exchange rates for large inter-bank transactions effected during the business day, as may be reported in The Wall Street Journal or elsewhere. Exchange rates offered by other dealers or shown at other sources (including online sources) may be different from Bank's exchange rates. The exchange rate Client is offered may be different from the rate paid by Bank to acquire the underlying currency.

Client agrees to assume all risks in connection with the events described above and Client agrees to waive any action Client may have against Bank in connection with such events. Client further agrees and acknowledges Bank shall have no liability whatsoever for the occurrence of any event, including without limitation, the enactment or promulgation of any laws, rules or regulations, that affect the convertibility or transferability of a payment.

i. Additional Terms and Limitations on Damages

Client acknowledges and agrees that Client's use of the Service is also governed by the terms of Client's deposit account agreement with Bank and the terms of the T&C, including without limitation the "General Terms and Conditions" section of the T&C which includes provisions relating to Client's indemnification of Bank for claims by third parties arising from the use of the Service and limitations on Bank's liability to Client in connection with providing the Service and processing Payment Transactions.

Further, Client acknowledges and agrees that Bank will not be responsible for the acts or omissions of any Payment Network or Bank Service Company, (including without limitation any failure of such entity to comply with applicable law or regulation), and no such entity will be deemed Bank's agent, and Client hereby unconditionally and irrevocably waives any action Client may have against Bank for any action or omission of any Payment Network.

Client acknowledges and agrees that, in connection with any foreign exchange transaction Client authorizes Bank to conduct hereunder, Bank shall have no liability whatsoever for the exchange rate at which Bank completes any such transaction or for any laws, rules or regulations enacted that affect convertibility or transferability of a payment, in respect of which Client agrees to assume all risk and to conduct Client's own independent investigation, and Client hereby unconditionally and irrevocably waives any action Client may have against Bank for any action or omission Bank may take in connection with the foregoing.

14. Tax Payments

May be offered under the following names, or variations thereof, as may be amended from time to time: Express Tax (US), Tax Payments (US).

The Tax Payment Services allow Client to instruct Bank, using a touchtone telephone, Software on your computer, a Website, and any such method as may be described in the applicable User Documentation, to pay any of Client's taxes which are reported or filed using the tax forms as more fully described and specified in such applicable User Documentation (each such instruction a "Tax Payment Instruction"). Based on Client's Tax Payment Instructions, Bank prepares and remits Client's tax deposits.

a. Cutoff Times

Client must comply with the applicable deadlines for initiation of Tax Payment Instructions. If a Service allows instructions to be sent to Bank after the cutoff time, or on a non-Business Day, Bank may treat these instructions as if received on the next Business Day.

b. Communication Expense and Risk

Transmission of Tax Payment Instructions to Bank will be at Client's expense. Client has the responsibility and risk of using alternative means of communicating Tax Payment Instructions to Bank accurately and in time for Bank to perform any Tax Payment Service.

For purposes of these Services, settlement date means the date Client specifies that the taxing authority's account is to be credited. If Client does not specify a settlement date, Bank will pay the amount specified on or before the tax due date, if known. If Client specifies the settlement date, payment will be made on the settlement date.

c. Account Debits

If Client does not specify a settlement date, Bank may debit Client's account for any tax payment on the Business Day of transmission. If Client specifies a settlement date, Bank generally debits Client's account on the settlement date unless Client is prefunding the tax payments. At Bank's discretion, Bank may at any time without notice debit Client's account on the Business Day that Tax Payment Instructions are transmitted to us (or on any other later date). If Bank debits the funds on the transmission date (or any other date before the payment date), Bank holds the funds as a deposit liability to Client, and not as trust funds, until the date when Bank remits the funds to the appropriate tax authority. Bank will not pay Client interest on the funds.

Bank reserves the right to debit Client's account and to make a tax payment on Client's behalf earlier than the tax due date if the information in the Tax Payment Instruction is unclear or inadequate to permit Bank to determine the later due date under the applicable Tax Payment Service or if Bank otherwise reasonably decides that any delay in the payment of the tax may expose Client to liability for a tax penalty. In such case Bank will have no responsibility or liability in connection with any lost use of funds.

d. Rejection of Instructions

Bank may reject Client's instructions during or immediately after transmission to Bank if they do not comply with the requirements of this T&C or the applicable User Documentation or which we have been unable to verify through use of the Security Procedure. Client will be informed of any such rejection only as specified in the applicable User Documentation, and no other notice of rejection will be provided.

In addition, Bank may decline to perform any Tax Payment Service or to report any tax, file any tax form, or pay any related tax for Client, even if Bank has received instructions to do so, if the tax payment and Bank's related service fees and charges exceed the Collected and Available Funds on deposit in your account or your ACH processing limit.

e. Cancellation

A Tax Payment Instruction may be canceled only if: (i) the tax payment has not been remitted, credited or otherwise made available to a tax authority; (ii) a request to cancel provides sufficient information to effect the request; and the request is received by Bank by telephone or in writing by the deadline to afford Bank a reasonable opportunity to effect the request.

f. Overpayments

If Bank makes an overpayment of Client's tax liability due to Bank's error, Bank will provide credit for the amount of the overpayment, and Client agrees to take such actions as Bank reasonably requests to obtain a refund of the overpayment and to arrange for payment of such refund to Bank. In any event, Client agrees to repay Bank for any overpayment upon the earlier of (i) Client's recovery of such overpayment or (ii) the application of the related tax credit to another of Client's tax payment obligations.

g. Records and Notice of Errors

It is Client's duty to comply with law or contractual obligations regarding record maintenance and/or employing adequate audit, account and review practices customarily followed by similar businesses.

h. Supplemental Limitation of Liabilities

For each Tax Payment Service, this section supplements the Limitation of Liabilities section of this T&C.

If any Tax Payment Service is interrupted for any reason and Client is unable to complete transmission of the Tax Payment Instruction to Bank, Client will not be relieved of its obligation to make any tax payment otherwise contemplated to be made by such Service. Bank will have no responsibility or liability in connection with Client's failure to make any required tax payment by other means in the event of such interruption.

Notwithstanding anything to the contrary, if Client initiates a Tax Payment Instruction using an "expedited payment request," as specified in the applicable User Documentation, such expedited payment request is subject to our Bank's prior approval, in its sole discretion. If Bank does approve Client's use of an expedited payment request, and Client complies with the specific instructions and procedures set forth in the applicable User Documentation, Bank will make a reasonable effort to act on the Tax Payment Instruction initiated using such expedited payment request, but Bank will have no responsibility or liability if it is not effected.

15. BillPay and Invoice Management

May be offered under the following names, or variations thereof, as may be amended from time to time: CashPro® BillPay (US), CashPro® Bill Payment and Invoice Management (US).

"**Bills**" are invoices, bills and other statements of account that Client receives from Vendors which Client seeks to pay using the Service.

a. General

Client may use the Bill Payment feature (whereby Client requests Bank to make a payment to a designated Vendor), the Invoice Management Feature (whereby Client receives Bills from Vendors via the Service or uploads invoices from Vendors into the Service) and other related services provided through a Bank designated Website. Bank will process the bill payment request by means of an ACH credit entry to the bank account of the Vendor, by mailing a check on your behalf to the Vendor, or by other electronic payment means.

b. Invoice Management Feature

The Service includes an online inbox where Client may upload, store, index and manage its Bills and documents. Client will resolve disputes regarding invoices from Vendors directly with such Vendors and Bank will have no responsibility or liability in connection with such disputes.

Client is responsible for verifying the accuracy of the Vendor information prior to scheduling a Payment Transaction, and Bank will have no responsibility or liability for losses or damages due to Client or Client's Vendor's actions or inactions. If Client inputs a Vendor's bank routing number and bank account number, Client represents and warrants that (i) this information is accurate and correct, and (ii) Client has obtained from the Vendor any required authorizations, including the authorization to disclose the Vendor's account information and to request Bank to initiate ACH debit or credit entries, as applicable, to the Vendor's bank account in accordance with the Payment Transaction Request and, if necessary, the initiation of adjustments for any transactions debited or credited in error.

c. Bill Payment Feature

xii. Scheduling Bill Payment.

Bank will use commercially reasonable efforts to issue the Payment Transaction within two business days following the Process Date, depending on the size of the payment and subject to Bank's review of the Payment Transaction Request. Client is solely responsible for scheduling Payment Transactions and selecting a Process Date for each payment that allows sufficient time for the payment to be delivered on or prior to the due date on the Bill. Bank makes no representation or warranty to Client that a Payment Transaction will be received by the Vendor or credited to the Vendor's bank account on or before the due date. Regardless of the Process Date selected by Client, to the extent permitted by law, Client will Indemnify Bank in connection with any delayed, undelivered, or late payment.

xiii. Payment Method and Transaction Limits.

Bank reserves the right to select the method by which to process a Payment Transaction Request. Bank may, in its sole discretion, impose limits on the amount of money sent through the Service, on a per-transaction or a cumulative basis, and change those limits at any time without prior notice to Client.

xiv. Processing Bill Payments.

Client authorizes Bank to debit its Payment Account for the amount of each Payment Transaction Request and remit funds in accordance with its Payment Transaction Request through the ACH network or other electronic funds network or by paper check, as determined by Bank in Bank's sole discretion. After the Process Date and prior to origination of the ACH credit entry or payment of the issued check, funds deducted from Client's Payment Account will be held in a master bank account or general liability account at the Bank. Client acknowledges and agrees that it has no ownership interest or right to the funds in this bank account. This bank account arrangement does not create a trust or other fiduciary obligations on the part of Bank to Client.

xv. Issuance of Check Payments.

Client hereby authorizes Bank to print and issue a paper check drawn by Client, and to indicate on such check that Client is the drawer and/or that Client has authorized the drawing of the check. In the event of a returned check or other non-payment of an issued check, Client may be subject to claims from third parties under law in its capacity as drawer of the check. In addition to any other indemnification provided herein, Client agrees to Indemnify Bank in connection with Bank's issuance of a check in accordance with Client's Payment Transaction Request.

xvi. Returned Transactions.

Client agrees that Bank will have no responsibility or liability for any returned Payment Transaction or any resulting loss or damage that Client may incur. Unless otherwise directed, Bank will void such returned Payment Transaction and credit the returned Payment Transaction to Client's Payment Account.

xvii. Payment Cancellation Requests.

Client may only cancel, reschedule or modify a Scheduled Payment Transaction through the Service Website. Once Bank has begun processing a Payment Transaction, it cannot be cancelled, rescheduled or modified. Bank reserves the right in its sole discretion to suspend or cancel any Scheduled Payment Transaction if the Payment Account or Client's use of the Service is not in good standing. Bank will credit back to the Payment Account any debits previously made to fund a cancelled Scheduled Payment Transaction.

xviii. Stop Payment Requests.

Client may use the Service to place a stop payment on a Payment Transaction that is processed by means of a check payment. There is no stop payment option for a Payment Transaction that is processed by ACH credit or other electronic payment. Bank's ability to process a stop payment request on a check payment depends on whether or not a check has cleared. Bank must have a reasonable opportunity to act on any stop payment request after we receive the request. In some cases, Bank may pay a check even if a stop payment request is in effect. For example, if Bank becomes a "holder in due course" of the check that you is the subject of the stop payment request, Bank may still pay the check. Although Bank will use commercially reasonable efforts to accommodate stop payment requests, Bank will have no responsibility or liability to

Client for failing to do so. If Bank honors a stop payment request, Client will Indemnify Bank (and Bank's service provider) in connection with any liability or claim that is incurred arising from a person that seeks payment on the check based on such person's status as a holder of the check and/or otherwise based on Bank's role in the issuance of the check on Client's behalf. Client authorizes Bank to settle and pay any such claim from a holder or a payee of the check without prior notice to Client, and Client further authorizes Bank to debit Client's Payment Account for the amount of such paid claim.

xix. Prohibited Payments.

The following types of payments are prohibited from this Service: (i) tax payments, (ii) payments to settle securities transactions, (iii) court ordered payments, and (iv) payments primarily for personal, family, or household purposes. Bank will have no responsibility or liability in connection with any claims for damages resulting from Client scheduling of these types of payments.

xx. Payment Review.

In Bank's sole discretion, Bank may place a hold on a Payment Transaction Request for as long as reasonably required to conduct an appropriate inquiry regarding you, the Vendor, a Bill, payment history, and other relevant circumstances and factors. Depending on the results of this review, Bank may process the Payment Transaction Request, reverse or cancel the Payment Transaction Request, or hold the Payment Transaction Request and related funds pending instructions from a government agency. At any time, a Payment Transaction Request or a Payment Transaction may be reversed or canceled by Bank in our sole discretion and without prior notice to Client.

d. Registered Vendor Database

"Registered Payee" means any biller or taxing authority that registers its payment information with the Vendor Database, for the purpose of receiving payments, that can be processed through the Service.

"Vendor Database" means the database of contact information and payment routing information for Registered Payees that is operated by a third party provider, other than Bank.

Bank uses a third party company that operates an online database containing payment routing and other information regarding vendors that register payment information with the Vendor Database that can be accessed through the Service ("Registered Vendors"). Bank does not operate, monitor, audit or control the Vendor Database and Bank is not responsible for the accuracy of information that is stored in the Vendor Database. The Vendor Database is not part of the Service. Client is solely responsible for any Payment Transaction that is processed by the Service using the Registered Vendor data contained in the Vendor Database.

e. Provisional Payments

For Payment Transactions processed through the ACH credit entry, Client agrees to be bound by the provision of the NACHA Rules providing that payment of a credit Entry by the Receiving Depository Financial Institution (RDFI) to the Receiver (the Vendor) is provisional until the RDFI receives final settlement for the Entry. If final settlement is not received, the RDFI is entitled to a refund from the Vendor of the amount credited. This means that the Vendor will not have been paid.

f. Supplemental Limited Warranty/Disclaimer

Client acknowledges and agrees that (i) Bank is making no representations or warranties of any kind regarding the content of Bills, documents or the Vendor Database, and (ii) Client and its Vendors are transmitting and receiving Bills through the Service at Client's own risk. Bank disclaims any and all warranties of any kind (whether express or implied) including but not limited to any warranties of merchantability or fitness for a particular purpose with respect to the Service, the Vendor Database, and the content and timely delivery of the Bills and any related information. To the extent permitted by law, Client will Indemnify Bank in connection with Client or its Vendors use of the Vendor Database or any Bills transmitted or received through the Service.

16. TaxPay and BillPay

May be offered under the following names, or variations thereof, as may be amended from time to time: Bill Payment (Canada), BillPay (Canada), Tax Payments (Canada), TaxPay (Canada).

With this Service, Client may initiate payments of certain bills and taxes provided through a designated Website.

"Registered Payee" means any biller or taxing authority that registers its payment information with the Payee Database, for the purpose of receiving payments that can be processed through the Service.

"Payee Database" means the database of contact information and payment routing information for Registered Payees that is operated by a third party provider, other than Bank.

"Payment Request" means a bill payment or tax payment requested by Client to be made by Bank on Client's behalf by means of an electronic funds transfer.

"Settlement Date" means the date selected by Client that Client requests Bank send payments of bills and taxes initiated as Payment Requests.

a. Tax and Bill Payments

i. Scheduling Payment Request.

Client is solely responsible for scheduling Payment Requests and selecting a Settlement Date for each payment that allows sufficient time for the payment to be delivered on or prior to the date on which the payment is due to the Registered Payee. Bank makes no representation

or warranty to Client that a Payment Request will be received by the Registered Payee or credited to the Registered Payee's bank account on any specific date or within any specific delivery time. Regardless of the Settlement Date selected by Client, to the extent permitted by law, Client will Indemnify Bank in connection with a delayed, undelivered or late payment.

ii. Payment Method and Transaction Limits.

Client may, through the Service, request that Bank process a Payment Request as electronic funds transfer payment. Bank may, in its sole discretion, impose limits on the amount of money sent through the Service, on a per-transaction and/or a cumulative basis, and change those limits at any time without prior notice to Client.

iii. Processing Payment Requests.

Client hereby authorizes Bank to debit Client's Payment Account for the amount of each Payment Request and remit funds in accordance with the Payment Request through electronic funds transfer. On or before the Settlement Date funds deducted from your Payment Account will be held in a master bank account or general liability account belonging to us. Client acknowledges and agrees that it has no ownership interest or right to the funds in this bank account. This bank account arrangement does not create a trust or other fiduciary obligations on the part of Bank to Client.

iv. Returned Transactions.

If a Registered Payee or the Registered Payee's bank returns a Payment Request for any reason then we will credit the returned Payment Request to your Payment Account. Bank will have no responsibility or liability for any returned Payment Request or any resulting loss or damage that you may incur.

v. Payment Cancellation Requests.

Client may only cancel, reschedule or modify a scheduled Payment Request through the Service Website. Once Bank has begun processing a Payment Request, it cannot be cancelled, rescheduled or modified. Bank reserves the right in its sole discretion to suspend or cancel any scheduled Payment Request including if the Payment Account or Client's use of the Service is not in good standing. Bank will credit back to the Payment Account any debits previously made to fund a cancelled scheduled Payment Request.

vi. Payment Review.

Bank may place a hold on a Payment Request for as long as reasonably required to conduct an appropriate inquiry regarding Client, the Registered Payee, payment history, and other relevant circumstances and factors. Depending on the results of this review, Bank may process the Payment Request, reverse or cancel the Payment Request, or hold the Payment Request and related funds pending instructions from a government agency. At any time, a Payment Request may be reversed or canceled by Bank in its sole discretion and without prior notice.

b. Registered Payee Database

Bank uses a third party company that operates an online database containing payment routing and other information regarding Registered Payees. Bank does not operate, monitor, audit, or control the Payee Database, and Bank is not responsible for the accuracy of information that is stored in the Payee Database. The Payee Database is not part of the Service. Client is solely responsible for any Payment Request that is processed by the Service using the Registered Payee data contained in the Payee Database.

c. Single User Indemnification

Bank strongly recommends that Client implement and use a segregation-of-duties model, implementing dual controls, ("Dual Payment Controls") in connection with all authorizations to initiate and approve / release Payment Requests via the Service. Client is in sole control of the setup of its users and Client bears all responsibilities and risk if Client elects to set up a single user with permissions to act alone when entering, approving and releasing a Payment Request.

Client agrees to Indemnify Bank in connection with any use or misuse of the Service or of information or funds accessed via the Service, directly or indirectly, in the absence of full implementation and use at all times of Dual Payment Controls.

d. Supplemental Limited Warranty/Disclaimer

Client acknowledges and agrees that Bank is making no representations or warranties of any kind regarding the completeness or accuracy of the content of the Payee Database. Bank disclaims any and all warranties of any kind (whether express or implied) including but not limited to any warranties of merchantability or fitness for a particular purpose with respect to the Service and the Payee Database. Bank will have no responsibility or liability for any losses, costs, expenses or damages incurred by Client or Client's registered payees in connection with the use of the Payee Database as made available through the Service.

17. Controlled Balance Accounts

May be offered under the following names, or variations thereof, as may be amended from time to time: Collection/Disbursement Transfer Service, Controlled Balance Accounts, Depository Plus, Total Funds Roundup, Zero Balance Accounts.

The Controlled Balance Account Services allow Client to control the transfer of funds between accounts with Bank. These Services may be restricted to certain account types.

Transfers made from a U.S.-domiciled money market account using these Services are considered preauthorized transfers, are counted toward the number of transactions Client is legally permitted each month, and may not be made to a checking account with an overdraft credit facility.

Client may instruct Bank to make either date-related (where available) or balance-related (where available) transfers as described below. Once Client instructs Bank to transfer funds between accounts, transfers begin on a mutually agreeable date or, for accounts domiciled in the United States of America, either immediately or on the date specified.

With a date-related transfer, funds can be transferred in either direction between certain types of accounts on the date and in the amount specified. Both interstate and intrastate funds transfers are permitted as long as Client meets the requirements for the account type(s), transfer date and account location(s). If the transfer date specified is a non-Business Day, Bank makes the transfer on the next Business Day.

With a balance-related transfer, Client may have funds transferred to an account when the balance falls below a certain amount, or from an account, when the balance rises above a certain amount, or both. Bank transfers the amount required to meet the account balance Client specifies.

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) the U.S. Subsidiary's accounts are domiciled in the United States of America, (ii) 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 (iii) Client provides Bank with such documentation as Bank may request in connection with such transfers. Such arrangements are further governed by the terms and conditions of the Account Agreement applicable to the accounts involved.

18. Account Reconciliation

May be offered under the following names, or variations thereof, as may be amended from time to time: Account Reconciliation (US & Canada), Deposit Reconciliation, CashPro® Online Reconciliation, Full Account Reconciliation, Partial Account Reconciliation, CashPro® Online (account reconciliation).

Account Reconciliation Services may help Client reconcile and manage the credit and debit activity in Client's accounts.

Client's use of an Account Reconciliation Service does not affect any of Client's obligations, which are described in the applicable Account Agreement, to discover and report with respect to Client's accounts (including joint accounts where permitted): (i) unauthorized signatures, alterations or endorsements on checks and/or (ii) unauthorized Requests and other discrepancies. Client's use of this Service or Bank's receipt of information associated with this Service does not increase Bank's duty with respect to accounts or the payment of checks.

B. Receivables Terms

1. Commercial Deposits

May be offered under the following names, or variations thereof, as may be amended from time to time: Canada Cash Deposits, Commercial Cash Vault Deposits, US Dollar Cash Letters, Financial Center Deposits, Bank of America Local Office Provided International Remote Deposit Service, Image Cash Letter Night Depository, Quick Business Deposit®, CashPro® Remote Deposit Service, SafeConnect®, CashPro® Mobile Deposit, Commercial Mobile Deposit, Bank by Mail, Commercial Deposit Card, Business Deposit Card, FX Cash letter, FX Direct Send, Client Side Capture, CashPro® Connect - Receivables.

a. General

With Commercial Deposit Services, (i) Client may make deposits of coin and currency, Items and other payment instruments at one of Bank's designated and pre-approved financial centers with pre-approval, depository facilities (which may include a night depository facility), processing centers, ATMs, Bank designated cash vaults or with the SafeConnect® service. Client may also make deposits with the Bank's Image services.

b. Image Services

“**BOEA**” means The Bills of Exchange Act, R.S.C., 1985, c. B-4 or any successor legislation.

“**Check 21**” means The Check Clearing for the 21st Century Act, 12 CFR 229 or any successor legislation.

“**CPA Rules**” means the standards, technical requirements and other provisions relating to Images and related matters in the by-laws, rules, standards and guidelines made by the Canadian Payments Association, and any successor association, as those by-laws, rules, standards or guidelines may change from time to time.

“**CRD**” means in the case of Items drawn on a financial institutions located in Canada, a Clearing Replacement Document as defined in CPA Standard 014 and Rule A10 of the Canadian Payments Association.

“**Electronic Item**” means a digital representation of an Item or electronic information related to an Item.

“**FRB Standards**” means the Federal Reserve Board standards and technical requirements for sending electronic Items as set forth in the applicable Federal Reserve Board operating circular, or as established by the American National Standards Institute or any other regulatory agency, clearing house, or association, in the United States.

“**ICL**” means an Image Cash Letter. Image Cash Letters are electronic files which contain digital Images of multiple Items.

“**Image**” means an Electronic Item or Paper Image.

“**Image Services**” refers to both Image Cash Letter and Remote Deposit Service.

“**Item**” means a check, draft, money order drawn on a bank, certified check, cashier’s check or other eligible bill.

“**IRD**” means an Image Replacement Document or substitute check, as set forth in Check 21, which provides that a properly prepared substitute check that meets the requirements for legal equivalence is the legal equivalent of the original for all purposes.

“**Legible**” means able to be read or deciphered by a human viewer.

“**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.

“**Usable**” A Usable Image is a digital representation of the front and back of an Item where any field or portion that would be required to be present and Legible on the original Item (e.g. MICR line) is present and Legible in the Image, and any field or portion that would be required to be present and Viewable on the original Item (e.g. signature) is present and Viewable in the Image.

“**Viewable**” means able to be seen without obstruction.

i. Image Service Options

- (a) Image Cash Letter Service: Allows Client to transmit an ICL to Bank containing Images of Items for deposit or in some instances for return. Financial Institution Clients may also deposit Saving Bonds with ICL in accordance with the terms herein. This Service is limited to items denominated in USD and drawn on financial institutions located in the United States.
- (b) CashPro® Remote Deposit Service: Allows Client to create Images of Items that are payable to Client (or where separately agreed to between Bank and Client, payable to third parties) for deposit into Client’s Canadian and/or U.S. Deposit Account: (1) that are drawn on financial institutions located in Canada and denominated in Canadian dollars (CAD) or United States dollars (USD); or (2) that are drawn on financial institutions located in the United States and denominated in USD.

ii. Client Responsibilities

Client is responsible for capturing and sending fully Usable Images derived from original paper Items, which Client agrees may be relied on by Bank to create the legal equivalent of original Items, which may be paper substitute checks or IRDs as set forth in the Check Clearing Act for the 21st Century Act, 12 CFR 229 or any successor legislation (“Check 21”) or a CRD as set forth in the CPA Rules, and as further described in the applicable User Documentation. A properly prepared substitute check that meets the requirements for legal equivalence is the legal equivalent of the original for all purposes.

With regard to any Image Client transmits to the Bank, Client agrees that the Image that is deposited with the Bank shall be an Item for all purposes under this Amendment, any agreement between Client and Bank relating to the clearing, deposit or collection of Items generally, the Uniform Commercial Code (UCC), the Expedited Funds Availability Act, Regulation CC, the BOEA, the CPA Rules, any other federal, state or provincial check law, and federal and clearinghouse rules, to the same extent as these laws would govern the original Item

Prior to sending Bank an Image transmission, Client and Bank must agree on image and transmission standards as more fully described in the applicable User Documentation. It is Client’s responsibility to use imaging equipment acceptable to Bank as specified to Client from time to time (“Hardware”) to be installed at Client’s site in order to use the Remote Deposit Services. Bank assume no responsibility for maintenance, repair or replacement of the Hardware, unless agreed otherwise. Where Hardware is provided by a third party and not obtained through Bank (“Third Party Hardware”), Bank disclaim all warranties, including suitability of the Hardware, and Bank is not responsible for loss, damage or of any kind or nature caused directly or indirectly by the Hardware. Bank assume no responsibility for maintenance, repair or replacement of the Third Party Hardware, unless agreed otherwise.

Bank may reject Images for any reasons set out in this GTST&C, the User Documentation, or the Account Agreement, including but not limited to, Images that are not in conformity with applicable standards and requirements, whether the CPA Rules or the FRB Standards, or as specified by Bank in the User Documents. Client agree that any Image that is returned to Bank for any reason and at any time (including, without limitation, for example, insufficient funds or an alleged lack of conformity of the Item, its Image or CRD or IRD with any applicable statutory or regulatory requirement) may be returned to Client.

Client shall reimburse Bank for the amount of any returned or rejected Images, IRDs or CRDs or any claims for adjustments accepted by us, for any Image which Bank has previously credited to Client's account, along with any fees for rejected or returned Items. Such amounts shall be applied to Client's account and are immediately due and payable by Client to us. Bank will not be liable to Client or to any other person for Damages related to the return or rejection of an Image.

Client agrees to securely safeguard and securely destroy the original Items as set forth in the User Documentation. Imaged documents (or original Items, if available) must be provided to Bank promptly, at Bank's request, to facilitate investigations related to suspected fraud, unusual transactions, poor quality transmissions or Images, or to resolve disputes.

By using the Image Services and except as provided herein, for any IRD, CRD or Image created under this Service, Client is deemed to be the warrantor of certain warranties under Check 21 or any similar warranties under Canadian law, and for each and every day an IRD or CRD or Image is created, Client accepts all responsibilities for those warranties.

By using the Image Services, Client gives to Bank the same warranties and indemnities that Bank, as reconverting bank, gives under 12 CFR Parts 229.52 and 229.53 of Check 21 regulations, any applicable CPA Rules or BOEA, and any successor legislation to any of these regulations. With respect to any Image forward presented by Bank after Client's deposit, in paper check or Image form, in Client's account, Client gives Bank the same representations, warranties and indemnities to Bank that Bank, as sending bank, gives pursuant to the Image exchange rules, including any applicable clearing house rules and/or regulations that govern Bank. With respect to any Images sent by Client to Bank under this Service, Client's warranties include that: (1) the Image accurately represents all the information on the front and back of the original Item as of the time the original Item was truncated; (2) the Image is usable and complies with the specifications described in the applicable User Documentation, including the CPA Rules and FRB Standards, as defined therein; (3) the Image is created from an original paper Item; (4) after creating an Image, Client shall safeguard an original Item to ensure that the original Item (i) shall not be submitted for deposit with Bank or any other financial institution (unless the Bank returns the original Item) and (ii) shall not be negotiated or otherwise transferred for value to any other person or entity once imaged and transmitted to the Bank, (5) Client will comply with the User Documentation regarding safeguarding and destruction of any original Items; (6) if Client deposits or returns a demand draft or remotely created check (an unsigned draft or a preauthorized draft) using an Image Services, the Image created was authorized according to the terms on its face by the person identified as drawer.

Client agrees to Indemnify, defend and hold Bank and any receiving parties harmless from any and all claims, demands, liabilities, damages, losses, costs and expenses (collectively "Damages") arising from Client's use of this Service, including but not limited to, Damages arising from a claim that the Image was not derived from an original paper Item, that an Image was not authorized by an account holder, that any demand draft or remotely check was not authorized by the person on whose account it was drawn, and that an Item or Image of an Item was presented or paid twice, except to the extent that Damages are caused solely by Bank's gross negligence, willful misconduct, or a Bank Website used to upload an Image caused an error in Image accuracy or quality, in spite of Client's exercise of reasonable care.

Clients using Image Services may engage a third party to create and transmit Images for deposit with Bank on the following conditions (1) pursuant to agreement with Bank; and (2) for deposit to United States domiciled accounts only. This option is not available for Remote Deposit Services used with Canadian accounts. To the extent, Client provides access to an external user to any Website to create and transmit Images, Client remains fully responsible to Bank for the fulfillment of obligations and responsibilities set out below.

Client must cooperate with Bank fully to facilitate Bank's adherence to guidance provided by the Federal Financial Institutions Examination Council, including guidance concerning risk management of remote deposit capture. For this purpose, Client agrees that Bank may mandate specific internal controls at Client locations, audit Client operations and/or request additional information.

iii. **Financial Institutions ECCHO Membership Required**

Financial institutions that are eligible for membership in the Electronic Check Clearing House Organization (or The Clearing House or any successor organization, collectively "ECCHO") may only use the Image Services if a member of ECCHO.

iv. **Return of On-You Items by ICL**

In the event Client is a financial institution to whom Bank may send, via ICL, On-You items pursuant to ECCHO rules, The Clearing House rules or any successor organization rules, Client agrees that such ICL transmissions by Bank to Client will be governed by, and be in accordance with, the applicable provisions hereof and of ECCHO rules, The Clearing House rules or any successor organization rules.

v. **Unqualified Returns ICL**

If Client uses the Image Cash Letter Service to send Bank unqualified return ICLs, Client agrees as follows:

Return items may be sent to Bank only if Client returns the items within the requirements of the UCC and the Federal Reserve Board's Regulation CC, Availability of Funds and Collection of Checks. Client warrants that all returned Items sent to Bank comply with the deadlines of Regulation CC and the UCC and Client agrees to Indemnify Bank in connection with Client's breach of this warranty.

Client provides to Bank the same warranties that Bank provides to any receiver of a returned item that Client sends Bank using this Service, whether such warranty is made under the Federal Reserve Board's Regulation J, Collection of Checks and Other Items by Federal Reserve Banks and Funds Transfers through Fedwire; the Federal Reserve Board's Operating Circular 3, Collection of Cash Items and Returned

Checks; clearinghouse rules, including ECCHO or successor organization rules; or other applicable regulations or rules. These warranties include, but are not limited to, a warranty that the Image of the return item is an accurate representation of the front and the back of the related Item; the Electronic Image return accurately corresponds to the electronically returned Item being returned; and the Electronic Image return is not a duplicate of another Electronic Image return.

vi. Redepositing Returned Items

When Client redeposits a returned Item using the Image Cash Letter Service, Client agrees to redeposit the Image of the returned Item or IRD, which was physically returned to Client, which will include all endorsements and return item stamps. Client agrees that it provides the same warranties and indemnities that Bank is required to provide under applicable statutes, rules, clearinghouse arrangements, operating circulars and other applicable laws, rules or regulations and Client agrees to indemnify Bank for any loss or expense incurred by Bank (including attorneys' fees and expenses of litigation) as a result of Client's breach of these warranties.

vii. Use of Image Cash Letter Service with Respect to Savings Bonds

If Client is a financial institution, Client may use the Image Cash Letter Service to accept, transmit, deposit, exchange and/or otherwise process Savings Bonds (U.S. savings bonds that each meet the definitional requirements set forth in the Savings Bonds Provisions) only in accordance with those Savings Bonds Provisions applicable to Client. "Savings Bonds Provisions" refers to the relevant regulations and guidelines of the Bureau of Public Debt of the U.S. Department of the Treasury, The Federal Reserve Board's Operating Circular 3, the ECCHO Operating Rules (or any successor organization rules), and such other statutory, regulatory, clearinghouse, association and other requirements and terms (including age exchange rules), as applicable, regarding the acceptance, transmission, deposit, exchange and/or processing of Savings Bonds by way of the transmission of the images of such Savings Bonds.

Under all circumstances, each and every time Client uses the Image Cash Letter Service to accept, transmit, deposit, exchange and/or otherwise process Savings Bonds, in addition to the representations, warranties and undertakings otherwise provided in this T&C, Client represents and warrants that it is an authorized Paying Agent as defined in 31 C.F.R. Section 321(i) of the U.S. Treasury Department's regulations, and that the Savings Bonds which Client accepts, transmits, deposits, exchanges and/or otherwise processes will be eligible in accordance with the Savings Bonds Provisions as applicable for transmission by Image. By using the Image Cash Letter Service, Client is deemed to provide such other representations, warranties, undertakings and indemnities as are applicable as a Paying Agent or otherwise under the Savings Bonds Provisions. In addition, Client agrees that Bank will have no responsibility or liability with respect to any Savings Bonds accepted, transmitted, deposited, exchanged and/or otherwise processed by Client, except such liabilities as may be imposed by operation of law or except where the relevant loss is caused solely by Bank's gross negligence or willful misconduct.

viii. Terms Applicable to Remote Deposit Services used with Canadian Accounts only

Bank hereby appoints Client as Bank's agent to act on behalf of the Bank to create Images intended to be deposited in Client's account with Bank in Canada using the Remote Deposit Service. This agency will commence at the time Client initiate the creation of the Image and is a condition of our providing the Remote Deposit Service. Client acknowledge that Client does not have a right to receive any remuneration for Client's agency duties as contemplated by this Amendment. Client agree that Client may not delegate Client's agency duties. As Bank's agent for the purpose of creating Images, Client understand and agree that the creation of an Image must be in strict conformity with the requirements of this Amendment and the applicable User Documentation.

The transmission of any Image provided by Client to Bank will constitute physical delivery of the Item to Bank for deposit. Bank shall be the lawful owner of all electronic data and any CRD or IRD with respect to the Image. When Bank credit's Client's account with the face amount of such Item transmitted to Bank as an Image, under Canadian law, Bank acquires all the rights and powers of a holder in due course (for purposes of the BOEA) of such Item.

Client may not deposit Images to Canadian domiciled accounts of remotely created checks or demand drafts.

For deposits to Canadian domiciled accounts using the Remote Deposit Service, Client agree to securely safeguard and retain all original Items from which Images were created for (i) a period of no longer than one-hundred and twenty (120) days after the date the Image was first created, or (ii) such shorter period as may be prescribed by the CPA Rules in the case of Items drawn on a financial institution located in Canada, at which time Client will securely destroy the Items as set forth in the User Documentation

c. SafeConnect® Service

The SafeConnect® Service allows a Safe to be installed at Client's location which relays Safe feeds to Bank regarding the deposits into such Safe which then affords such deposits provisional credit. For purposes of the SafeConnect® Service, "Safe" means the equipment (and related software and accessories) installed at the Client's location (or another located specifically agreed to by Bank) and used by Client for depositing currency. The Safe counts, records and reports the Currency deposited into and accepted by it. "Safe Deposits" in this section means deposits of currency made by Client and accepted into the Safe.

No Safe may be located on the premises of Client's franchisee or agent or any other location, without prior written Bank approval, and unless such franchisee/agent has entered into a separate agreement with Bank to obtain the SafeConnect® Service. If Client desires to move a Safe to an alternate address/location, Bank must first be notified.

i. No Warranties; Limitation of Liability

The following is in addition to the Limitation of Liabilities section under this T&C.

BANK DOES NOT MAKE ANY RECOMMENDATIONS REGARDING THE SAFE. BANK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING THE SUITABILITY OF THE SAFE, ITS DURABILITY, ITS CONDITION, ITS QUALITY AND/OR ITS RELIABILITY. BANK DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR PARTICULAR PURPOSE WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE. BANK HAS NO RESPONSIBILITY OR LIABILITY TO CLIENT OR OTHERS IN CONNECTION WITH ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY THE SAFE OR ANY SAFE FEED, HOWEVER ARISING, OR THE USES THEREOF OR THE FAILURE OF ANY OPERATION THEREOF. NO REPRESENTATION OR WARRANTY AS TO THE SAFE OR ANY OTHER MATTERS BY OTHERS WILL BE BINDING UPON BANK OR IMPOSE ANY LIABILITY UPON BANK NOR WILL THE BREACH OF SUCH RELIEVE CLIENT OR IN ANY WAY AFFECT ANY OF YOUR OBLIGATIONS TO BANK HEREIN.

IF THE SAFE IS NOT SATISFACTORY FOR ANY REASON, CLIENT WILL NOT MAKE ANY CLAIM ON ACCOUNT THEREOF AGAINST BANK. REGARDLESS OF CAUSE, CLIENT WILL NOT ASSERT ANY CLAIM WHATSOEVER AGAINST BANK FOR LOSS OF ANTICIPATORY PROFITS OR ANY OTHER INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.

ii. Supplemental Representations and Warranties.

In addition to the representations and warranties set forth in this T&C, Client represents and warrants that (a) Client has given or procured, as the case may be, all necessary consents and approvals for Bank accessing of Client's information and/or information of the armored carrier, as Bank deems appropriate; and (b) Client and/or the armored carrier as your agent will safeguard all Safe Deposits until delivery of such Deposits at the vault location and commencement of verification. In the event that the security of Safe Deposits is breached prior to such delivery and commencement of verification and/or if the delivery of the Safe Deposits to the Vault Location is delayed, Bank may reverse any credit, provisional or otherwise, provided with respect to such Safe Deposits. Client agrees to notify Bank immediately in the event of any such security breach or delay.

Client will be deemed to make and renew each representation and warranty set forth in this T&C on and as of each day on which the SafeConnect® Service is provided.

iii. Supplemental Suspension and Termination

In addition to the events listed in the Termination section of the T&C which allow us to terminate any Service immediately, and notwithstanding anything contrary in the Service Documentation, each of the following events will also give Bank the right to immediately terminate the SafeConnect® Service at any time:

- (1) Client breaches, or permits the breach of, the security of the Safe.
- (2) Bank determines that Client failed to maintain a financial condition that deems to be reasonably satisfactory to minimize any credit or other risks to Bank in providing the SafeConnect® Service or Bank deems immediate termination to be necessary or appropriate to prevent a financial loss to Bank.
- (3) Bank, in its sole discretion, determines that the SafeConnect® Service is no longer feasible or desirous for Bank to provide.

d. Terms Applicable to Other Commercial Deposit Services

For deposits made to a cash vault and deposits made pursuant to the SafeConnect® Service, Client must contract separately with an armored carrier service that is acceptable to Bank to transport the deposits. Armored carriers are Client's agents unless otherwise agreed in writing. Notwithstanding Bank's provision to Client from time to time, of a list of approved armored carriers in connection with the Bank services, Bank will not be liable for the acts or omissions of the armored carrier in connection with any cash vault or SafeConnect® Service. All cash vault deposits must be in USD and originate from your business activities conducted in the United States or Puerto Rico and be picked up at a physical business location owned by Client, or at a location mutually agreed to by Client and Bank, that is located in the US or Puerto Rico. All deposits are subject to final count by the Bank or its agent and may be adjusted at any time.

Use of a night drop facility is at the Client's risk, and Client assumes any and all risks incidental or arising out of the use of the night drop facility.

If Client requests special processing instructions for its deposit transactions and Bank, in its sole discretion, agrees to such special processing instructions, then Client agrees that Bank will not be liable for failure to adhere to special processing instructions; provided Bank uses reasonable efforts to administer such special processing instructions.

If, upon Bank's review of Client's Deposit Account activity, Bank determines that abuse or unauthorized activity is or may be occurring with respect to any commercial deposit services, Bank may require Client to provide collateral to cover the return of and/or claims against those deposits. In addition, Bank may require Client to maintain such collateral coverage with Bank beyond termination of Client's use of any deposit service and/or of Client's relationship with Bank as a Bank customer.

2. **Intelligent Receivables and Intelligent Deductions**

May be offered under the following names, or variations thereof, as may be amended from time to time: Intelligent Receivables, CashPro Online® - Receivables Matching, Deductions Management, Intelligent Deductions

“Email Address” means any one or more email addresses designated by us for use in connection with one or more Services.

“Restricted Information” means any credit card numbers, debit card numbers, social security numbers or government-issued identification numbers.

The Receivables Matching Service matches incoming payments with available remittance and invoice information, where possible, and allows users to review payments not systematically matched through a Website to add associated information that may be required for posting. Subsequently, payments and associated information are sent to the client or client designation. The term “receivables information” refers to information regarding Client’s outstanding or paid receivables, invoices, remittance and deductions data, payment advices or other related data for which Client is to receive payment. For the Receivables Matching Service, Client may submit to the Service, data regarding payments received in its deposit accounts that are maintained at Bank or other financial institution. Client is responsible for providing such information or for authorizing such financial institution to submit information to Bank. Bank will not be responsible for the accuracy, completeness, authenticity or validity of any information provided by the Client or any other financial institution. The reporting provided by this Receivables Matching Service is not intended to be used as substitute for Client’s review of its Deposit Account bank statement, and Client’s obligations under this T&C and/or the Account Agreement to alert Bank of any errors or discrepancies remain.

The Deductions Management service consolidates deduction related information, provides a tool to resolve deductions taken by payers and may provide outputs of electronic data reports regarding deductions.

Client may authorize and instruct its payers to deliver receivables information to Bank. Bank has no obligation (i) to confirm or verify the accuracy, completeness, authenticity, validity or timeliness of the receivables information received from Client or its payers, or (ii) to confirm or to verify the identity of the sender of receivables information or a related payment.

Client may submit to the Service monthly account statements and other data regarding its deposit accounts that are maintained at another financial institution. Client is responsible for providing such information or for authorizing such financial institution to submit information to Bank. Bank will not be responsible for the accuracy, completeness, authenticity or validity of any information provided by any other financial institution.

Client agrees that it will not include any Restricted Information with any receivables information submitted to Bank and that Client will instruct its payers that they must not include any Restricted Information with any receivables information that your payers submit to Bank. Client assumes all responsibility and liability for any Restricted Information which Client or its payers include in any submissions of receivables information. Client agrees to indemnify, hold harmless and defend Bank against any and all liabilities, claims, costs, expenses and damages of any nature (including Legal Expenses) arising out of or relating to the inclusion of any Restricted Information by Client or its payers in any submissions of receivables information.

Client agrees to provide to Bank any and all identification and login information necessary to access receivables information from the payer websites Client designates as relevant. Client authorizes Bank to utilize the Client provided identification and login information to access receivables information from these designated payer websites. Client is responsible for notifying Bank of any changes to Client’s identification and login information related to the designated payer websites. If Bank cannot access a payer website due to Client’s failure to provide updated identification and login information, Client agrees that Bank is not responsible for any resulting issues related to the denial of access to the receivables information.

We will have no responsibility or liability in connection with any damages as a result of any error made due to the actions taken by you through the use of Service or the Website.

The reporting provided by this Service is not intended to be used as substitute for Client’s review of its Deposit Account bank statement, and Client’s obligations under this T&C and/or the Account Agreement to alert Bank of any errors or discrepancies remain.

a. Service Instructions: Single Administrator Indemnification

Client authorizes Bank to act on any instruction regarding the Service that is provided to Bank by one of Client’s users or that is provided by any other person where the instruction is communicated in a session verified with a user name and password issued to a Client users. Client acknowledges and agrees that by using the Service a Client user may submit an instruction for the Service, and Bank will act on such instruction, without a review, confirmation or approval by a second (different) user.

Client acknowledges that the Service does not offer Client an option of dual administration or dual user authorization with respect to all Service related instructions sent to Bank. Client is requesting access to and use of the Service despite the absence of dual administration and dual user requirements, and Bank agrees to permit such access and use of the Service in this manner in consideration of the following agreements:

- Client agrees that Bank will have no responsibility or liability in connection with any use or misuse of the Service, or of services, accounts or information accessed via the Service, directly or indirectly, that would not have occurred had the Service offered dual administration and dual user requirements. For the avoidance of doubt, Client hereby waives any and all claims Client may have against Bank in connection with any loss, theft, misappropriation, cost, expense, damage or liability Client may suffer or incur as a result, directly or indirectly, of the absence of dual administration and dual user authorization for access to the Service.
- Client agrees to Indemnify Bank and hold Bank harmless from Bank any and all liabilities, claims, costs, expenses and damages of any nature (including Legal Expenses) (“Damages”) arising out of or relating to disputes or legal actions by parties other than Client and Bank, in connection with any use or misuse of the Service, or of services, accounts or information accessed via the Service, directly or indirectly, in the absence of dual administration and dual user authorization for access to the Service. This indemnity will survive any termination of the Service.

Bank will have no responsibility or liability in connection with the completeness, accuracy or timeliness of any receivables information provided to Bank or extracted by Bank from the submitted receivables. In the event that such receivables information is incomplete, unclear, incorrect, vague or ambiguous or provided in a form that is unacceptable to Bank, Bank is entitled to reject such information and/or not process it further within the Service.

Bank will have no responsibility or liability in connection with any Damages arising from, or as a result of, any delay or failure on our part to provide the Service or any error, action, or omission on the part of Client in using the Service or Client payers in providing the receivables information.

Bank will have no responsibility or liability in connection with the accuracy, timeliness and reconciliation of the receivables information accessed in connection with the Service. Client expressly agrees that all features utilized, and all actions taken, by Client in connection with the Service are taken in Client's sole discretion and under Client's sole responsibility.

b. Supplemental Limitation of Liabilities; Indemnities

Bank's duties and obligations under the Service will be fully discharged following the reporting of the receivables information to Client.

Bank is authorized, but not obligated, to act in accordance with any email received containing receivables information sent to Bank by Client or Client's payers, without further inquiry by Bank. Bank may treat each such email as fully authorized by and binding upon Client. Client will Indemnify Bank in connection with Bank's reliance on any such e-mail communication, excluding cost or damage attributable to Bank's gross negligence or intentional misconduct.

Client acknowledges and agrees that (i) Bank is making no representations or warranties of any kind regarding the content of any reports of receivables information provided through the Service, and (ii) Client and Client's payers are transmitting receivables information through the Service at Client's own risk. Bank disclaims any and all warranties of any kind (whether express or implied) including but not limited to any warranties of merchantability or fitness for a particular purpose in connection with the Service and the receivables information provided to Client through the Service.

3. Biller Gateway Solutions

Billers Gateway Services allow Client to receive payments for goods and services from consumer or business customers by using a website or Interactive Voice Response ("IVR") technology. Client's customers can authorize payments to Client through commands on a website or via touch-tone, calling Client's customer service representative, or, where available, voice commands over the telephone. Payments can be made via the Automated Clearing House (ACH) and supported credit or debit cards through the applicable card association networks. Gateway Products may include an optional Convenience Fee Feature ("CFF"), and optional credit/debit card swipe reader for point-of-sale credit/debit card acceptance. Detailed information regarding individual Gateway Products is contained in the applicable User Documentation.

"Payment Systems Rules." (i) The Rules of the National Automated Clearing House Association; and (ii) any other clearing house rules applicable to automate clearing house transactions each as amended from time to time.

"Service." The Bank's Gateway Products ("GP") Service as described in this section.

a. Client Responsibilities

For payments made via ACT or EFT, the following provisions apply:

1. Payments will be made by creation of an ACH or EFT Entry to credit Client's account with Bank and will be subject to the provisions of Bank's Automated Clearing House Services. Client will obtain the authorization of each such customer to debit the customer's account. Client acts as the Originator, Client's customer acts as the Receiver and Bank acts as the ODFI with respect to Entries. Client warrants to Bank each time Client uses this Service that Client has obtained appropriate authorization from each Receiver and that Entries conform to such authorization and comply with the NACHA Rules;
2. Client also makes to Bank the same warranties as Bank makes with respect to Entries under Payment Systems Rules; and
3. Client authorizes Bank to create an ACH or EFT Entry on Client's behalf as provided in the User Documentation and the Payment Systems Rules.

The following provisions apply to payments made via supported credit or debit cards:

1. Client agrees to sign and comply with the terms of a separate merchant acquiring agreement to cover all card transactions made in connection with the Gateway Products, to comply with all card association merchant rules including PCI and convenience fee rules, and to cooperate in making any registrations required thereunder.
2. Payments, including charge backs and adjustments, if any, made via supported credit or debit cards through the applicable card organization networks are covered by the terms and conditions of the separate merchant services agreement Client has with the acquiring bank.

The following provisions apply to Client's use of CFF:

1. Prior to use of the CFF, Client will enter into an amendment to its merchant services agreement if required to cover the CFF, and Client will notify us during implementation if they have elected a CFF model.
2. Client warrants and represents that it at all times meets all applicable eligibility requirements under the card organization rules.

3. If Client elects a non-absorbed (sometimes called a “managed”) CFF model under which Bank’s vendor charges Client’s customer a convenience fee in lieu of certain other GP charges for the CFF, then Client agrees that either (i) Bank’s vendor will charge Client’s customer a separate convenience fee not included with Client’s primary GP payment transaction, or (ii) Client will charge Client’s customer Bank’s vendor’s convenience fee for the CFF added to Client’s primary GP payment transaction amount combined into a single GP payment transaction, and remit to Bank the vendor convenience fee so collected under Bank’s prevailing payment provisions. Bank has the right to deduct any amounts owed by Client to Bank hereunder from any of Client’s accounts with Bank.
4. Bank reserves the right to modify CFF and the terms and charges therefore at any time.

The following provision applies to the Gateway Products credit/debit swipe reader:

1. If Client orders Bank’s optional credit/debit card swipe reader from Bank, and Bank accepts Client’s order, then Bank will arrange for shipment of the unit to Client’s FOB destination. Bank provides the unit AS IS and shall have no installation, training, set-up or maintenance obligations to Client.
2. Client shall authenticate card using the security device specified or agreed to by Bank. If Client requests the use of a security device other than a security device specified by Bank, then Client shall be responsible for the costs of such alternative devices and for additional costs for the review and validation of such security device by Bank.

The following provision applies to the Gateway Products [Invoice Imaging]:

If Client instructs Bank to transmit an electronic image of Client’s invoice to a Client’s customer, then Bank may transmit such image without review or validation by Bank. Bank shall be held harmless for any incorrect, garbled, distorted, or otherwise inappropriate invoice which it transmits on Client’s behalf.

b. General Terms

- i. Client and Bank each reserve the right to terminate all or part of the Gateway Products and/or the CFF at any time by giving at least thirty (30) days prior written notice.
- ii. Client agrees that any change requests to Client’s Gateway Products will be submitted through Bank’s approved change control process. Any and all costs associated with any changes requested will be Client’s sole responsibility.
- iii. Bank reserves the right to modify its CFF and the terms and charges therefor at any time.
- iv. Client agrees not to change the GP or CFF website or IVR other than through Bank’s approved change control procedures.

4. Lockbox

May be offered under the following names, or variations thereof, as may be amended from time to time: CashPro® Online (lockbox & image lockbox – US & Canada), Image Lockbox (US & Canada), CashPro® Online Receivables Management, Retail Lockbox, Scannable Wholesale Lockbox (US & Canada), Wholesale Lockbox (US & Canada), Patient Payments Lockbox, Expanded Data Capture (EDC), Patient Payments Lockbox, CashPro® Connect – Receivables, Bank of America Global Advice®.

“**Lockbox Address**” is the post office address Bank assigns to Client or Bank accepts from Client for the Lockbox Services.

Lockbox Services involve the processing of checks and other payment instruments, such as drafts, that are received at a Lockbox Address or by special arrangement with Bank, excluding without limitation the processing of cash, stock certificates and tangible valuables. With a Lockbox Service, Client instructs its customers to mail certain checks and other payment instruments to the Lockbox Address. Bank is not liable to Client for losses Client suffers if anything other than checks or other payment instruments are sent to the Lockbox Address. Bank and/or its agents will have unrestricted and exclusive access to the mail (which may be accessed in image form) sent to the Lockbox Address.

If Bank processes an unsigned check as instructed in the set-up documents, and the check is paid, but the account owner does not authorize payment, Client agrees to Indemnify Bank, the drawee bank (which may include us) and any intervening collecting bank in connection with the payment and collection of the check.

Bank will not be liable to Client for losses Client suffers if Bank fails to detect checks bearing notations such as “Payment in Full” or words of similar import.

a. Acceptable Payees

For the Lockbox Address, Client will provide to Bank in writing the names of any acceptable payee for checks to be processed under the Lockbox Services (“Acceptable Payee”). Bank will process a check only if it is made payable to an Acceptable Payee and if the check is otherwise processable. In some jurisdictions outside the United States, an Acceptable Payee is limited to Client and limited variations of Client’s name. Client warrants that each Acceptable Payee is either Client or Client’s affiliate. If an Acceptable Payee is Client’s affiliate, then Client also warrants that such Acceptable Payee has authorized checks payable to it to be credited to the account Client designates for a Lockbox Service. Bank may require written authorization from any such Acceptable Payee. Bank may treat as an Acceptable Payee any variation of any Acceptable Payee’s name that Bank deems to be reasonable.

b. Accept All Payees

In certain circumstance, Client may request Bank to accept all payees for checks and other items to be processed under the Lockbox Services. Bank may require additional documentation to be provided. Client acknowledges that if Bank allows all payees to be accepted, Bank

is providing an accommodation to Client based on the Client warranties and indemnities as follows. Client warrants that any non-Client payees ("third parties" for purposes of this section) on third party and/or joint payee checks have authorized Client to: (i) deposit the checks into Client's designated account at Bank; (ii) commingle the check funds in Client's designated account at Bank; and (iii) retain the deposited funds or draw checks or other withdrawals against the funds as determined by Client. Client warrants that third parties have authorized Client to endorse, or authorize the endorsement of third parties on these checks, if third party's endorsement is requested. Client agrees to provide advance written notice to Bank when Client wishes to deposit checks into any other account at Bank which was not previously approved by Bank. Bank may, in its sole discretion, approve or decline a request by Client to add account(s) as Deposit Accounts for purposes of the Lockbox Services. Client warrants that it will cease to deposit checks or drafts payable to the third parties for any third party that files for protection in bankruptcy, becomes insolvent, is the subject of a reorganization or other similar proceeding or terminates, liquidates or dissolves its business or disposes of a substantial portion of its assets. Client warrants that each check or other item deposited is not subject to a defense or claim in recoupment of any party, which can be asserted against the third party or Client. Client agrees to refrain from asserting a claim against Bank and to Indemnify and hold Bank harmless against any losses, claims, damages, liabilities, costs, judgments, awards, settlement, and expenses (including but not limited to reasonable attorney's fees) which may be asserted against or suffered by Bank as a result of Bank's allowing Client to: (i) deposit checks to Client's designated account, with or without the endorsement or purported endorsement, guaranteed or otherwise, of third parties of the checks; or (ii) commingle funds in its designated account. The warranties and indemnities herein will survive termination of the Service or closure of Client's accounts. Bank may, in its sole discretion, choose not to allow such accommodation, in whole or in part, at any time.

In the event a check or draft is incorrectly deposited to Client's account via the Lockbox Services, it is Client's responsibility to return any funds to the remitters upon discovery or request. In certain circumstances, Bank may credit the intended recipient of the funds and debit Client's account accordingly, and Client authorizes Bank to do so.

c. Lockbox Card Payment Processing- Supplemental Representations and Warranties.

On and as of each day Bank provides the Service to Client, Client represents and warrants to Bank that Client has entered into a merchant services agreement with Bank of America, N.A. and/or Banc of America Merchant Services, LLC (as amended from time to time, the "Merchant Agreement") and that Client is authorized to accept mail order transactions.

"Card Payments" means credit and debit card transactions that, when processed, will register with the applicable card organization (e.g., Visa, MasterCard, Discover, and American Express) as mail order transactions. Regardless of Client's instruction to process Card Payments with or without a signature, Bank will not be liable to Client for losses Client suffers in connection with any Card Payment, including any failure to process a Card Payment, whether such losses arise from Bank's failure to detect Card Payments with no signature or otherwise.

In the event that Client requests return to Client of any or all (a) card payment coupons, (b) invoices, (c) other similar documentation or instruction, and/or (d) any information related to the foregoing (a), (b) and/or (c), (hereinafter (a) through (d) are referred to as the "Information for Return"), whether in connection with accepted Card Payments, processing declines, cardholder disputes or otherwise (including, but not limited to, in connection with changes of address, recurring payments, non-card processing lockbox arrangements, or reconciliation requirements), Client agrees that Bank's sole responsibility with regard to the security of such Information for Return will be to arrange for its return to Client by traceable courier. Client further agrees to Indemnify, hold harmless, and defend Bank against any and all liabilities, claims, costs, expenses and damages of any nature (including Legal Expenses) relating to the return to Client of the Information for Return at Client's request. For the avoidance of doubt, Client acknowledges (i) that the Information for Return may include full 16 digit card number(s) and/or other sensitive customer information, and (ii) that Client's assumption of liability and provision of indemnity as set forth herein specifically applies to loss or breach of security with regard to the Information for Return, in the context of its return by Bank to Client at Client's request. Notwithstanding the foregoing, (1) Bank may decline Client's request to return to Client Information for Return at any time, in Bank's sole discretion, upon immediate notice to Client, and (2) nothing herein will be deemed to relieve Client of Client's responsibility to comply at all times with the terms of the Merchant Agreement and with applicable card organization regulations, including those concerning safeguarding of information.

Bank has no responsibility for settlement or for any other post-entry actions, such as charging the card account for the amount of the Card Payment, processing a chargeback of a Card Payment, or for any losses incurred for Card Payments processed through the system. Those actions are Client's responsibility and should be handled by Client as provided in the Merchant Agreement. Once Bank has completed the service of entering the transaction information, subsequent action is subject to the terms of the Merchant Agreement. Notwithstanding the foregoing, if a correction is required regarding a Card Payment which Bank processed at the Lockbox Address, Bank will use reasonable efforts to make such correction if both of the following two conditions have been met: (a) Bank determined that the correction is required solely because of a Bank error, and (b) Bank received written notice of the need for such correction in timely fashion in accordance with then applicable rules and regulations concerning Card Payments.

As Card Payment documentation may contain the full 16 digit card number and expiration data, Client is required to safeguard such information in accordance with the terms of the Merchant Agreement and to be in compliance with the Card Organization regulations.

5. Letter Correspondence Processing

"Service." The Letter Correspondence Processing Service which is a feature of the Lockbox Service whereby Bank makes commercially reasonable efforts to classify Images of documents received at the Lockbox Address based on categories and codes that are specified in the set-up documents for the applicable Lockbox Address.

"Lockbox Address." The post office address Bank assigns to client or Bank accepts from Client for the Lockbox Services.

"User Documentation." Any written information Bank provides Client, including information in electronic format, as amended from time to time, which contains detailed instructions regarding the use of a Service, as provided by a particular financial center or office. User Documentation may vary from one jurisdiction to another. Current User Documentation is available upon Client's request.

"Website." Any internet website and/or online access channel for use in accessing one or more Services.

As part of Bank's Lockbox Services, Bank offers the Letter Correspondence Processing Service, as further described herein, which involves the scanning and coding of various payment instrument and non-payment instrument documentation, such as patient letters or legal notices, that are received at a Lockbox Address or by special arrangement with Bank. As part of this Service, Bank will scan and image the contents of Client's lockbox and code such images pursuant to certain agreed upon classifications, or as otherwise described in the applicable User Documentation.

If Client subscribes to the Letter Correspondence Processing Service, unless otherwise agreed upon, Bank will retain images of processed lockbox checks, remittance documents and correspondence, other documents processed using the Letter Correspondence Processing Service as well as original remittance documents for an archive period as Bank communicates to Client from time to time or as described in the User Documentation. The coded images will be sent to Client via an image file and/or available through Client's use of the Website, as specified in the User Documentation.

Bank will use commercially reasonable efforts to properly and accurately code all documents processed through the Service. Client shall have the opportunity to review all contents and to determine whether any changes to the coding are necessary. Client may make any changes to the coding by use of the Website.

Client acknowledges and agrees that (i) Bank is making no representations or warranties of any kind regarding the accuracy of the coding of any documents processed through the Service, and (ii) all services and features utilized, and all actions taken, by Client in connection with the Service are taken in Client's sole discretion and under Client's sole responsibility. Without limiting the foregoing, Client agrees that Client is solely responsible for third party liability resulting from any mis-coding of documents through the use of the Service.

6. Re-Presentment Check ("RCK")

RCK Services allow Client to collect eligible "Re-Presented Check Entries" as defined in the NACHA Rules ("RCK checks") that have been returned for insufficient or uncollected funds, using the ACH Services within the United States of America. The creation of the RCK Entries on Client's behalf by Bank using the ACH Services will be subject to the terms and conditions of the ACH Service, including without limitation the terms related to Security Procedures. The capitalized ACH terms below are defined in the NACHA Rules.

a. Client's Responsibilities

Client authorizes Bank to create RCK Entries on Client's behalf as provided in the User Documentation and the NACHA Rules. Client is deemed to be the Originator under the NACHA Rules, and on each day Client uses a Service, Client represents and warrants that (i) Client has obtained all necessary authorizations from the Receiver prior to the initiation of any corresponding ACH Entry for a RCK and (ii) Client accepts as Originator all liability corresponding to the representations and warranties Bank as ODFI makes under the NACHA Rules regarding RCK.

b. Compliance with NACHA RCK Rules and Laws

Client agrees to comply with the NACHA Rules for all Entries whether or not an Entry is sent through the ACH network. Client acts as an Originator and Bank acts as an ODFI with respect to Entries. The NACHA Rules govern if they conflict with the Service Documentation, except that the file specification requirements in the User Documentation govern if they conflict with the NACHA Rules.

Each time Client uses an RCK Service (i) Client warrants that Client has obtained the appropriate authorization from each Receiver and the Entries conform to the authorization and comply with the NACHA Rules and (ii) Client makes the same warranties to Bank as Bank makes under Section 2.2 or any successor section of the NACHA Rules.

7. Collection Letters

Collection Letter Services allow Client to forward to Bank drafts and checks (as used in this section, "items") drawn on banks outside of the United States and (i) denominated in U.S. dollars or (ii) drawn in specified foreign currencies (as described in the applicable fee schedules or User Documentation) for collection.

Any credit given for the items received for collection is provisional only, and is subject to our actual receipt of cash proceeds. Bank may charge back any items at any time, whether the item is returned or not. Client bears all risk of return, including without limitation the risk of late returns and fraudulent items. If Bank takes an item payable in foreign currency for collection, Client will bear all exchange rate risk.

Clearance of foreign items is subject to the regulations of the foreign jurisdiction, and such regulations are different from U.S. Federal Reserve regulations. Bank will contact Client when information is received. If Client requests and Bank agrees, Bank will determine the status of any collection item and Client agrees to pay phone or wire charges incurred for such a request.

Bank will use its discretion regarding the method of transmitting items for collection. Notwithstanding the Limitation of Liabilities section in this T&C, the measure of damages for such failure will be limited to the reasonable expenses of obtaining duplicate items should the originals be misdirected, lost or destroyed, or such other damages as are expressly provided for under applicable law.

C. Currency Terms

1. Coin and Currency Orders

May be offered under the following names, or variations thereof, as may be amended from time to time: Commercial Cash Vault, Coin & Currency Requisitions, or Change Orders.

The Coin and Currency Order Services allows for placement of orders for coin and currency (as used in this section, "change orders") with Bank designated cash vaults.

Client must contract separately with an armored carrier service that is acceptable to Bank and that continues to meet Bank's requirement. Such armored carriers are your agents. All change orders must be delivered to a physical business location owned by you that is located in the US or Puerto Rico.

There are no cash for cash exchanges, all coin and currency orders must be debited to an approved Deposit Account held at Bank. Bank will debit Client's account (i) on the day that such coin and currency are available for release from the vault to Client's armored carrier, or (ii) on the day that Bank delivers such coin and currency to Client's location for pickup by Client's armored carrier, as applicable. The coin and currency must be used in the normal course of business and remain in the United States or Puerto Rico. The ordering of coin and currency to fill a privately owned automated teller machine (ATM) is not allowed.

D. Information & Data Services Terms

1. Information Reporting

May be offered under the following names, or variations thereof, as may be amended from time to time: EDI Translation Services, CashPro® Connect Receivables, CashPro® Online, CashPro® Receipts On-line, CashPro® Connect Information Reporting, CashPro® Express, Deposit Source Reporting, Electronic Account Analysis/Account Analysis Statement, Expanded Detail Information Reporting, Global/International Account Reporting, Information Manager, Item Inquiry, Multi-Bank Reporting, Transaction Investigation (TI).

Information Reporting Services make certain account, transaction and related information available to help Client control and manage Client's accounts. This may include information generated from other Services Client uses. Information reported on a current day basis is subject to updating and, therefore, at any point in time may not reflect the information on Bank's records at such time. In addition, such information may be subject to adjustment upon final posting.

a. Accounts of Other Entities

Client may elect to have accounts of another company/organization reported to Client with any of Bank's Information Reporting 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.

b. Accounts at Other Banks

Client may also elect to have Client's accounts, or accounts of another company/organization, that are maintained at another financial institution reported through certain of Bank's Information Reporting 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 Information Reporting Services to you. Bank will not be responsible for the accuracy or timeliness of any information provided to it by any such financial institution.

c. 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.

2. Data Aggregation and Usage Service

May be offered under the following names, or variations thereof, as may be amended from time to time: CashPro® Assistant-Analytics & Forecasting, CashPro® Express, Account Aggregator.

Data Aggregation and Usage Service is a data aggregation, information reporting, cash forecasting, automated general ledger downloading, and/or data manipulation service which provides Client with on-line access to information reporting services. The Service includes, among other things, the de-identification, aggregation, analysis, and other processing of data about Client's transactions and other interactions with third parties.

a. Data Aggregation and Manipulation

Bank will not have any responsibility or liability for transactions and/or inquiries Client makes in connection with any accounts Client has, or may legally access, with third parties, and all fees charged by any third parties with regard to actions involving Client's accounts with such parties are Client's sole responsibility. Client agrees that Bank is not responsible for any results associated with Client's use of any spreadsheet and/or similar representation and/or Client's reliance thereupon; the appropriateness of the calculations performed in connection with Client's use of any spreadsheet or similar representation; the timeliness of any data populated in any spreadsheet or similar representation, as such data may not reflect true "real time" figures; the accuracy of any data provided by third parties, regardless of whether such data is populated by Bank or otherwise; and any data input by Client.

b. Cash Forecasting

Using the Service's cash forecasting capabilities, Client may obtain estimates, analyses and other information based upon automated cash flow calculations. For these cash flow calculations, Client may select relevant factors, such as actual account and user history, historical patterns of check clearing times and seasonality trends. Such data also may be supplemented by data analytics about Client's counterparties' payment behavior with respect to third parties.

- Client agrees that, in connection with the Service's cash forecasting, Bank does not provide Client with any guaranty or warranty regarding future payments, collections, cash requirements, funds availability or other circumstance, and Client agrees that Client will take such steps as it deems reasonable to assess, verify, test and otherwise evaluate any forecasts or recommended actions provided pursuant to the Service.
- In providing Client with various options, calculations and recommended actions to assist Client with cash forecasting, Bank does not represent that any such options, calculations and/or recommended actions are advisable, suitable or reliable for Client's use. Client expressly agrees that there are inherent risks in utilizing cash forecasting tools and Client assumes all liability in connection with such utilization.
- Client acknowledges and agrees that de-identified and/or aggregated information about Client transactions, accounts, and other data that Bank obtains in connection with providing services to Client — namely, historical transaction and invoicing data that reflects when and how quickly third parties generally pay customers like Client — may be used to refine cash forecasting estimates for both Client and Bank's other customers.

c. Financial Benchmarking

Client may use the Service to access financial benchmarking reports that Bank makes available to some of its treasury services customers. These reports enable Bank customers to compare their financial operations and their use of Bank services to a group of anonymous companies that Bank has determined share similar characteristics, as well as to aggregated data, metrics, and benchmarks drawn from or reflecting the characteristics of all Bank treasury services customers collectively. All data used in these reports is de-identified and aggregated into peer groups to protect customer confidentiality, and Bank will not share with any customer the identity of any company whose data is used to compile the reports. Client agrees that Client will not take any step in an effort to identify any company whose data appears in the report.

The information used to compile these reports may include, but is not limited to, company demographic information (e.g., NAICS codes, geographic region where a company operates), as well as transactional and account information (e.g., deposit balances, daily cash balance, number of accounts, payment volumes, usage of Bank products/services, money received, overdrafts, use of Bank's online portal CashPro®, wire repairs, and similar data).

Whether or not Client makes use of the financial benchmarking reports, similar de-identified and aggregated information about Client's business may be used to develop such benchmarks and reports for other customers. For more information, see the "Confidentiality" section in the T&C.

d. Automated General Ledger Interface

Client may use the Service to access a capability which allows Client to automatically download file(s) from Client's general ledger.

e. Disclaimer

Bank is not responsible for the accuracy, timeliness, scope, reconciliation and/or use of account and other information accessed or utilized in connection with the Service. Client agrees that all services and features utilized, and all actions taken, by Client in connection with the Service are taken in Client's sole discretion and under Client's sole responsibility. Further, as discussed in the "Confidentiality" section of the T&C, Client agrees to comply with laws in all relevant jurisdictions as needed to permit the processing of data by both Client and Bank in connection with the Service.

Without limiting the foregoing, Client agrees that the foreign exchange rates provided in connection with the Service are indicative only and are not live dealing rates. These indicative rates are provided by Bank solely as a courtesy. Bank will have no responsibility or liability in connection with the accuracy or completeness of any indicative rates or for any reliance by or any other person on such rates. With respect to Client's receipt of indicative rates in connection with the Service, Client has full responsibility for all valuations of transactions for Client's own financial and regulatory reporting. Prices or valuations derived from use of indicative rates provided in connection with the Service do not necessarily represent or reflect prices or amounts at which any transaction could or would be entered into at this time or any other time, with Bank of America or with any other party.

In addition, Bank will have no responsibility or liability in connection with any data that is lost or destroyed in connection with Client's use of the Service. Without limiting the foregoing, Bank will not be responsible for any mechanical hard drive failure or other system failure, or if the Software is disabled (or "locked-up") as a result of Client's installation of other computer software on the personal computer, workstation or network on which Software is installed.

3. Image Services

May be offered under the following names, or variations thereof, as may be amended from time to time: CashPro® Online (image access), CashPro® Express (image access), Check Image Inquiry, Deposit Images, Disbursement Image Access, Incoming Returned Item Image Transmission, Returned Item Images, ImageDrop™.

Image Services will make available to Client digital images of checks, drafts, deposited items, returned items, notices of debit adjustments (with respect to this section, "debits") and/or notices of credit adjustments and deposit slips (with respect to this section "credits")

with respect to specified accounts established with us. (Such Services do not include Image Lockbox Services, which are provided in connection with the Lockbox Services.) Images may be made available to Client online or by file transmission and may include checks, drafts, deposited items, return items, debits and credits. Additionally, account reconciliation reports and/or Deposit Account statements are available via image transmission.

Bank will have no responsibility or liability in connection with any failure to provide requested copies by a given time or for failure to provide copies Bank is not reasonably able to provide. Notwithstanding the Limitation of Liabilities section of this T&C, Bank will have no responsibility or liability for damages arising under any Image Service in excess of the amount of the check, draft or miscellaneous debit giving rise to Client's claim.

4. Notification Service

The Notification Services, where available, allow Client to receive certain types of notices or alerts or may include third party alerts sent by Bank on instructions from Client. In connection with the Notification Services, notices or alerts (collectively, "Alerts") refers to Bank provided Alerts associated with and related to the Services provided by Bank to Client under the terms of this T&C or other agreement between Client and Bank. The types of Alerts relating to a particular Service are further described in the User Documentation.

Client agrees that Alerts are in addition to and not a replacement of or substitution for the Services received by Client under this T&C or any other agreement between Client and Bank.

Alerts are provided as a convenience and Client (a) agrees that Client may not rely on the receipt or expected receipt of an Alert, or the contents (or lack thereof) of any Alert, to relieve Client of any of its obligations or duties under the terms of the Service Documentation or otherwise, and (b) must continue to use the Services in compliance with the applicable terms of the Service Documentation or such other agreement between Client and Bank. Notwithstanding any terms to the contrary, Client agrees that Bank will have no responsibility or liability in connection with any: (i) failure to provide, or any delay in providing, any Alert, (ii) if any Alert is intercepted or received by an unauthorized person or entity, and (iii) any inaccuracy in any Alert.

E. File Processing & Data Translation Terms

1. Data Translation Services

May be offered under the following names, or variations thereof, as may be amended from time to time: CashPro® Connect, CashPro® Online, PayMode-X®, PayMode-X® Connect, Electronic File Deliver (EFD), Electronic Remittance Advice (ERA), Global Advice, CashPro® Global Payments, Electronic Data Interchange (EDI), EDI Translation Services, Global Commission Payments.

Data Translation Services allow Client to (i) disburse funds and/or deliver payment-related information to its payees, electronically or by paper, by sending payment requests or payment-related information to Bank; (ii) to access payments-related and remittance-related information in mutually acceptable formats received from Client's trading partners; (iii) to send and/or receive trade related transactions, instructions and information; and (iv) to receive information reporting services in mutually acceptable formats.

For certain Services, Client may be required to enroll its payees and review and verify the accuracy of enrollment information provided by Client's payees. Client authorizes Bank to deliver confidential passwords and identifiers to Client's payees to access the Website.

a. Sending Payments and Related Information

When Client wishes to pay its payees, Client transmits a data file to Bank, containing instructions for the payments, in the format and by the cutoff times specified in the applicable User Documentation. Client controls the content of any payment-related information it sends to Bank and is solely responsible for the accuracy of such information. Client is also responsible for secure storage of all data relating to such information so that it can be made available to individual payees upon request. Bank is not responsible for the accuracy of any of the information that Bank receives.

Payment requests originated via the Data Translation Services will be subject to the terms and conditions for the underlying payment services (including but not limited to Check Issuance and Document Printing, ACH and/or Wire Transfer and International Electronic Funds Transfer). Payment related information delivered to payees may be subject to the terms pertaining to Notification Services.

b. Trade and Payables Finance Banking Services

Certain trade services and trade finance services including but not limited to the issuance of letters of credit, open account processing, and trade financing by the Bank may be made available to Client, where available and as approved by the Bank. Any such trade services and financing are governed by, as applicable, the Trade Services section of the T&C and any applicable underlying trade services agreement(s) and application form(s).

c. Receiving Remittance Information and Information Reporting

Remittance information and/or information reporting on Client's accounts can be provided and will be covered under the Information Reporting section of the T&C.

F. Electronic Foreign Exchange Terms

May be offered under the following names, or variations thereof, as may be amended or supplemented from time to time: CashPro® FX, CashPro® Global Payments, CashPro® Connect, Global Bulk, US Swift FX payments, US Swift FX Receivables, AutoFX.

1. Scope

This section governs (a) the electronic provision of prices by Bank for foreign exchange ("FX") spot transactions ("Transactions"), whether via CashPro® FX, CashPro® Connect, a Bank Website or any other means, and (b) upon Bank's receipt of an offer to execute an FX Transaction from a Client based on such prices, the acceptance of such offer by Bank, and, in each case, the execution of any resulting Transaction between Bank and Client (the "FX Spot Transaction Services").

In the event of any inconsistency between this section and any other terms and conditions contained in these T&C, this section shall govern with respect to the FX Spot Transaction Services.

2. Means of Electronic Price Distribution, order submission and FX spot transaction Execution

If a payment or receivable transaction requires a currency exchange and such payment or receivable transaction does not contain indicative currency exchange rate pricing obtained from Bank's daily rate sheet or as agreed by the Client, Client hereby instructs Bank to exchange Client's funds for such other currency at an exchange rate determined by Bank in its sole discretion (a "Client Order"). Bank may, in its sole discretion and in consideration of any Client-specific limits and/or parameters it deems relevant, execute a Transaction for less than the initial Client Order.

Bank, in its sole discretion, may provide indicative prices (whether through the daily rate sheets or otherwise) to Client on a request for quote ("RFQ") or request for stream ("RFS") basis. Bank has no obligation to provide indicative pricing for any Transaction.

Upon receipt of any indicative price provided via a FX Spot Transaction Service, Client may submit an offer to execute a Transaction (a "Client Offer") to Bank via any agreed upon electronic method.

Upon receipt of a Client Offer, Bank may in its sole discretion and in consideration of any Client-specific limits (a) accept, in whole or in part, any Client Offer or (b) reject any Client Offer. For any Client Offer that is accepted in part, the part of such Client Offer that is not accepted by Bank will be deemed to be rejected by Bank.

With respect to each Transaction that results from a Client Offer being accepted for execution by Bank, or the automatic execution of a Client Order by Bank, the parties intend that they will only be legally bound by the terms of such Transaction from the moment the relevant Client Offer is accepted by Bank (whether electronically or otherwise) or the Client Order is automatically executed by Bank (each such transaction, an "Executed Transaction").

Client and Bank agree that Executed Transactions executed through FX Spot Transaction Services are valid and effective contracts binding on the parties.

3. FX Spot Transaction Services Terms of Use

Client acknowledges and agrees that the prices provided by Bank on a RFQ or RFS basis are indicative prices only and do not represent an offer, a solicitation of an offer, or any advice regarding, or recommendation to enter into, a Transaction. The provision of indicative prices via the FX Spot Transaction Services does not represent a commitment by Bank to enter into a Transaction at a specified price. The indicative prices provided by Bank are not final and are subject to change until a Client Offer is accepted by Bank. Unless otherwise expressly agreed in a mutually signed writing, any Bank-guaranteed or locked-in FX prices or rates (however described, e.g., a day rate or a live rate) may change or become unavailable based on lapse of time, update and/or revocation.

Currency exchange rates the Bank may assign to your Transaction and the indicative prices provided by Bank are determined by Bank in its sole discretion based upon such factors as Bank determines relevant, including without limitation, market conditions, exchange rates charged by other parties, Bank's desired rate of return, market risk, credit risk and other market, economic and business factors. Exchange rates fluctuate, at times significantly, which is likely to cause changes to Bank's pricing, indicative or otherwise, and Client acknowledges and accepts all risks that may result from such fluctuations. Client acknowledges that Bank's indicative prices may be different from prices for similar transactions reported by financial information service providers or other published or electronically available news sources. The exchange rate Client is offered may be different from the rate paid by Bank to acquire the underlying currency.

Bank provides all-in pricing for Transactions. An indicative price and/or an assigned currency exchange rate provided by Bank may include profit, fees, costs, charges or other mark ups as determined by Bank in its sole discretion.

Bank will act as principal and not as agent on Client's behalf. Client acknowledges that the parties to Transactions are engaged in arm's-length negotiations. Client is a counterparty and the execution of Transactions between Bank and Client does not establish a relationship that may create a heightened duty for Bank. Bank's dealings with Client will be carried out on an execution-only basis. Bank will not give Client investment advice on any aspect of Client's trading with Bank. Bank is not under any obligation to satisfy itself as to the suitability of Client's trading with Bank or to monitor or inform Client as to the performance of any trade Client executes with Bank. Client trades entirely at Client's own risk. Bank makes no representation as to the suitability of any particular Transaction for Client's investment, trading or hedging needs.

Decisions which require an understanding of Client's specific purposes should be discussed with Client's professional financial, tax or other advisers.

Client acknowledges that Bank makes no representation as to, and does not accept any liability with respect to, the accuracy, completeness or appropriateness for any particular purpose of any pricing information distributed via any of the FX Spot Transaction Services. Assigned currency exchange rates and indicative prices may be higher or lower than prices available elsewhere, and may be based on information provided by third parties, including third party liquidity providers. Bank is not responsible for the accuracy, completeness or appropriateness for any particular purpose of the pricing information on any FX Spot Transaction Service. Client acknowledges that actions taken by Bank in a relevant market may affect the prices available on the FX Spot Transaction Services and agrees that Bank may take any such action and generally engage in any kind of commercial or investment banking or other activity, including other Transactions, in the same manner as it would had these Terms not been entered into by each party.

In connection with Bank's activities as a dealer and other activities, Bank may engage in hedging, including, to the extent permitted by applicable law, pre-hedging, to facilitate the execution of Transactions and hedge any associated market risk. Such activities may include trading prior to or alongside of Client's Executed Transaction to the extent permitted by applicable law. Hedging transactions may affect the price of the underlying currency, asset, index or reference benchmark, as applicable, and consequently, Client's cost or proceeds. Client acknowledges that Bank bears no liability for these potential price movements. When Bank's pre-hedging and hedging activity is completed at prices that are superior to the agreed upon execution price or benchmark, Bank will keep the positive difference as a profit in connection with the Executed Transactions. Client will have no interest in any Bank profits. Bank may take positions in certain currencies, assets, indices or reference benchmarks (including, for example, currencies, assets, indices or reference benchmarks and/or positions that are the same as or similar to Client's Executed Transaction or different from or the opposite of Client's Executed Transaction). Client should assume that Bank has an economic incentive to be a counterparty to any Executed Transaction with Client.

Client acknowledges and agrees that in respect of any and all Client Offers and/or Client Orders transmitted to Bank by Client or by any person or entity acting on behalf of or in the name of Client (whether or not such use is authorized by Client) Bank shall be entitled to rely on any instruction, notice or communication, whether oral or in writing, that it believes to be from an individual authorized to act on behalf of Client (including any investment manager and/or investment advisor acting on Client's behalf) (an "Authorized Person"), and Client shall be bound thereby. Bank is under no duty of inquiry or verification regarding the identity or capacity of any person submitting Client Offers or Client Orders that appear to Bank to have been submitted on Client's behalf, and any such person will be viewed as having the authority to bind Client. Client hereby waives any defense under applicable law that any such instruction was not in writing.

Client shall (a) not permit any person or entity other than Client or any Authorized Person to submit Client Offers or Client Orders to Bank via FX Spot Transaction Services, (b) monitor its and its Authorized Persons' use of, and secure access to, FX Spot Transaction Services, and (c) check for the accuracy of Client Offers and/or Client Orders. Client acknowledges that Bank will not be liable for any loss, liability or cost whatsoever arising from any unauthorized Client Offers submitted on Client's behalf.

Client acknowledges and agrees that Bank is not obligated to (a) distribute prices via the FX Spot Transaction Services or (b) receive submissions of Client Offers and/or Client Orders. Client acknowledges and agrees that, at any time and for any reason, including as a result of market volatility or liquidity disruption, Bank may, in its sole discretion, without limitation and without notice to Client, suspend, cancel or terminate (i) any of the FX Spot Transaction Services, (ii) any related workflow that Bank may engage in with respect to a Client Offer or Client Order prior to execution in whole or in part of such Client Offer and/or Client Order, (iii) the distribution of prices or indicative prices via any of the FX Spot Transaction Services and/or (iv) Client's ability to submit Client Offers via any of the FX Spot Transaction Services. Client acknowledges and agrees that such actions taken by Bank may cause Client Offers and/or Client Orders to be delayed, unexecuted or rejected. Where Bank's prices or indicative prices are based in whole or in part on benchmark prices or prices calculated or published by third parties, Client agrees that Bank will have no responsibility for such benchmark or third party price, or any delayed, unexecuted or rejected Client Offers and/or Client Orders that result from any event, unavailability of or other disruption related to such benchmark or third party price.

In using FX Spot Transaction Services, Client will not engage in any act, whether on its own or in combination with other acts, which is illegal or in violation of any laws, rules, or regulations of any jurisdiction, including without limitation attempting to improperly influence the exchange rate of any currency or any associated benchmark, level or rate. Client will not use any FX Spot Transaction Services to engage in any market manipulation, spoofing or other conduct prohibited under applicable law.

Client acknowledges and agrees that any Client Offer and/or Client Order submitted to Bank is at Client's sole risk. Client accepts continuing responsibility for all Client Offers and/or Client Orders submitted, notwithstanding that any such Client Offer may have been submitted erroneously or by an unauthorized user or that Client Offer and/or Client Order data is inaccurate or incomplete when submitted, and accepts responsibility for such error or inaccuracy.

Bank may maintain a record of the data in its systems relating to Client's use of FX Spot Transaction Services for such period as Bank may determine and may disclose such data as required by applicable law or court order. Such Bank records will be conclusive evidence in the event of any dispute between the parties.

4. Access to Bank Prices via FX Spot Transaction Services

Client agrees that any information that is received through the FX Spot Transaction Services Bank is confidential and is Bank's intellectual property and cannot be shared or disclosed to any third party whatsoever without Bank's express written consent.

FX Spot Transaction Services are not directed at or intended to be used by any person in any country or jurisdiction where such distribution or use would be contrary to local law or regulation. It is Client's responsibility to ensure that Client complies with any local law or regulation to which Client is subject.

Bank does not warrant that the operation of its FX Spot Transaction Services will be uninterrupted or entirely error free. Additionally, Bank does not give any guarantee as to the accuracy, suitability, reliability, completeness, or performance of FX Spot Transaction Services. Where Client has been disconnected from the FX Spot Transaction Services for any reason due to Bank or through an error or deliberate change in Client's external application, Client accepts that all of its Client Offers and/or Client Orders will remain active on the FX Spot Transaction Service and Bank may execute any such Client Offers and/or Client Orders when the conditions of such Client Offers and/or Client Orders are met.

As with all FX Spot Transaction Services, Bank reserves the right to modify or withdraw the FX Spot Transaction Services or modify or terminate Client's access at any time without notice. Client must follow all instructions, procedures and warnings for the FX Spot Transaction Services, as applicable.

5. Confirmations of Transactions between Bank and Client

Notwithstanding anything to the contrary in any trading agreement (e.g., ISDA Master Agreement) and/or terms of business between Bank and Client, Client agrees Transactions effected through the FX Trading Services are automatically confirmed and do not require further confirmation.

6. Representations and Warranties

Client, and, if applicable, any agent (including any investment manager and/or investment advisor) acting on Client's behalf, represents, warrants and agrees as of the date hereof and on the date of each Executed Transaction entered into hereunder that:

- a) Client is acting for its own account and is capable of assessing the merits of, understanding (on its own behalf or through independent professional advice) and assuming, and understands, accepts and assumes, the terms, conditions and risks of each Executed Transaction, and will make its own independent decisions to enter into Executed Transactions and as to whether each Executed Transaction is appropriate or proper for it based on Client's own judgment and upon advice from such advisors as Client has deemed necessary;
- b) Bank is not acting as a fiduciary, investment manager, commodity pool operator, commodity trading advisor or investment or financial adviser on Client's behalf in respect of any Client Offer or Executed Transaction;
- c) Client and its Authorized Persons will not rely on any communication (written or oral) of Bank as investment advice or as a recommendation to submit any Client Offer and/or Client Order or enter into any Executed Transaction, and no such communication (written or oral) received from Bank shall be deemed to be a recommendation or advice or an assurance or guarantee as to the expected results of any Client Offer, Client Order or Executed Transaction;
- d) Neither the FX Spot Transaction Services nor CashPro® FX, CashPro® Connect, and Bank Website or any other means through which FX Spot Transaction Services are offered is a regulated swap execution facility, exchange, designated contract market, multilateral trading facility, organized trading facility or similarly regulated electronic trading platform, and the use of FX Spot Transaction Services or any of these platforms or other means does not provide any of the protections afforded by, or constitute trading on, such a regulated platform;
- e) Unless Bank is notified and agrees otherwise, no Client Offer and/or Client Order submitted to Bank or Executed Transaction resulting from any such Client Offer and/or Client Order will be by, or on behalf of, (i) an "employee benefit plan" within the meaning of Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974 ("ERISA") that is subject to Part 4 of Subtitle B of Title I of ERISA, (ii) a "plan" within the meaning of Section 4975(e)(1) of the U.S. Internal Revenue Code of 1986, as amended ("Tax Code") to which Section 4975 of the Tax Code applies, (iii) an entity whose underlying assets include "plan assets" subject to Title I of ERISA or Section 4975 of the Tax Code by reason of Section 3(42) of ERISA, 29 CFR § 2510.3-101 or otherwise, or (iv) a "governmental plan" (as defined in ERISA or the Tax Code) or another type of plan (or an entity whose assets are considered to include the assets of any such governmental or other plan) that is subject to any U.S. federal, state, local or non-U.S. law, rule or restriction that is substantively similar or of similar effect to Section 406 of ERISA or Section 4975 of the Tax Code; and
- f) Client and its Authorized Persons shall promptly notify Bank if any of the representations, warranties and covenants in this section becomes inaccurate or incomplete.

7. Indemnity, Disclaimer of Warranties and Limitation of Liability

Client and, if applicable, any agent (including any investment manager and/or investment advisor) acting on Client's behalf, agrees to indemnify, defend and hold harmless Bank and its directors, officers, employees, contractors and agents from and against any and all direct and indirect losses, claims, liability, damages, expenses (including reasonable legal fees and advertising costs reasonably incurred by Bank in connection with mitigating any damage caused to Bank's reputation and goodwill) (Losses) in connection with (i) any claim arising out of any breach of these FX Spot Transaction Service terms by Client, any Authorized Person or any other employee, officer, contractor or agent (whether authorized or not) of Client and (ii) any regulatory or other investigation or proceeding arising out of Client's use of the services provided by Bank pursuant to these FX Spot Transaction Service terms and any Executed Transactions resulting therefrom (including any resulting fines, loss of business caused by any suspension or ban from any relevant market, expenses or other costs arising from an actual or alleged breach by Client of any applicable law and any reasonable legal costs incurred in liaising with any regulator or relevant market).

THE SERVICES CONTEMPLATED BY THESE FX SPOT TRANSACTION SERVICE TERMS ARE PROVIDED BY BANK ON AN "AS IS" BASIS AT CLIENT'S SOLE RISK AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. ALL WARRANTIES OF ANY KIND (EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE) ARE EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

IN NO EVENT SHALL BANK OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND CONTRACTORS BE LIABLE FOR:

- a) ANY LOSSES SUFFERED OR INCURRED BY CLIENT OR ANY THIRD PARTY WHICH ARISE OUT OF OR IN CONNECTION WITH THESE FX SPOT TRANSACTION SERVICE TERMS OR ANY BREACH OR NON-PERFORMANCE OF THESE FX SPOT TRANSACTION SERVICE TERMS, NO MATTER HOW FUNDAMENTAL (INCLUDING BY REASON OF BANK'S NEGLIGENCE), INCLUDING, FOR THE AVOIDANCE OF DOUBT, ANY LOSSES THAT OCCUR AS A RESULT OF ANY ACTION OR INACTION OF BANK, INCLUDING BANK'S INDICATIVE PRICES, ANY RELEVANT MARKET OR ANY OTHER PARTY THAT DIRECTLY OR INDIRECTLY RESULTS IN A CLIENT OFFER AND/OR CLIENT ORDER BEING EXECUTED, FAILING TO BE EXECUTED, OR BEING EXECUTED ON A DELAYED BASIS;
- b) ANY LOSSES, DAMAGES, CLAIMS, COSTS OR EXPENSES WHICH ARISE OUT OF OR RELATE TO (I) ANY SERVICE INTERRUPTION OR FAILURE OR INCORRECT OPERATION FOR ANY REASON OF FX SPOT TRANSACTION SERVICES OR ASSOCIATED COMMUNICATIONS SYSTEMS OR EQUIPMENT, OR (II) ANY INCOMPLETE OR INCORRECT EXECUTED TRANSACTIONS RESULTING FROM INCOMPLETE, INCORRECT, FAILED, INTERCEPTED OR MISDIRECTED COMMUNICATIONS; OR
- c) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS, DAMAGE, CLAIM, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ANY ECONOMIC LOSS OR DAMAGE, LOSS OF PROFITS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS, LOSS OF OR CORRUPTION TO DATA, LOSS OF OPERATION TIME OR LOSS OF CONTRACTS) OF ANY NATURE, WHETHER ARISING FROM TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE FX SPOT TRANSACTION SERVICE, EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

G. Card Terms

1. Commercial Prepaid Card

"Transaction" means the purchase or reservation of goods or services or a cash advance made or facilitated by use of a Commercial Prepaid Card.

Commercial Prepaid Card Service enables Client to distribute pre-paid cards issued by Bank for a Cardholder's purchase of goods or services or for cash withdrawals ("Commercial Prepaid Cards") to Client's employees, government beneficiaries and others who Client designates in writing and who Bank approves to receive a Commercial Prepaid Card that permits them access to a predetermined amount of funds. Commercial Prepaid Cards may be used at ATMs, point-of-sale (POS) terminals, and for over-the-counter cash access Transactions at offices of financial institutions that accept Visa® or Mastercard® cards.

a. Bank Obligations

Bank will issue Commercial Prepaid Cards to Client on Client's request after Client has provided Bank such information regarding the Commercial Prepaid Card as Bank may require at that time. Bank will debit funds from a Deposit Account, set up with a credit exposure limit for prepaid instant funding, Client maintains with Bank for the value amount of the Commercial Prepaid Card issued.

Bank will deduct the amount of each Transaction, which may include fees added by the ATM owner or the applicable network, from the value amount with respect to the Commercial Prepaid Card. Bank will also deduct applicable cardholder fees.

Client acknowledges and agrees that the Commercial Prepaid Card is for use only for business purposes and is not for use for personal, family or household purposes. Client acknowledges that the Commercial Prepaid Card is for use only for payments to employees, government beneficiaries or to Client's customers. Cardholders will not pay any money or anything of value to receive the Commercial Prepaid Cards. Commercial Prepaid Cards may not be re-sold or distributed by Client.

If Client reaches the maximum credit exposure limit and does not fund its Deposit Account to cover the outstanding exposure, Bank has no obligation to issue or activate any Commercial Prepaid Card or to add value to any existing Commercial Prepaid Card and may suspend or reverse any completed value load.

Upon Client's request, and Bank's approval, Bank may provide a Commercial Prepaid Card that is not reloadable.

b. Commercial Prepaid Card Creation

All Commercial Prepaid Cards will identify Bank as the issuer and will include such other names and trademarks as Bank requires. Client will Indemnify Bank from any claim that any customized artwork Client supplied infringes the intellectual property rights of any third party.

c. Commercial Prepaid Card Activation

You will be responsible for informing each Cardholder of any other restrictions you may impose on the use of the Commercial Prepaid Card, and we will not have any responsibility for enforcing those restrictions.

d. Commercial Prepaid Card Usage

Bank may refuse to issue or add value to any Commercial Prepaid Card if Bank believes the Commercial Prepaid Card will or may be used in violation, or may cause Bank to be in violation, of any law, rule, statute, ordinance, regulation, court order, judgment, decree or any rule of any payment system.

e. Additional Limitation of Liability

As a general rule, ATMs cannot dispense cash in increments other than \$5, \$10 or \$20. This means that the payees may not be able to withdraw at an ATM all funds paid by Client to the payees' accounts. Bank can wire the difference to any payee who requests such payment; however, Bank will have no responsibility or liability if Client's payees or others assert a claim against Bank due to this inability to withdraw all funds at an ATM.

f. Promotional Materials

Client must obtain Bank's prior written consent if Client elects to promote the CashPay® Service using materials (in any format) other than the documentation Bank provides to Client for that purpose.

g. Business Expense Cardholder Negative Balances and Unposted Transactions

When your employee does not have enough available funds on the Card to cover Card purchases or ATM withdrawals, we will decline the transaction. However, if a negative balance does occur in the Business Expense cardholder Account, you agree (a) that we may take the amount of the negative balance from your Deposit Account or (b) to pay us on demand the amount of the negative balance. If the Business Expense Card is closed, leaving outstanding but unposted transactions originated by using the Card, you agree to immediately repay us the amount of these outstanding transactions.

There is no overdraft/credit feature on any Commercial Prepaid card program. Bank will use reasonable efforts to prevent any overdraft with respect to a Commercial Prepaid Card or any unauthorized use of a Commercial Prepaid Card, but cannot ensure Bank will be able to do so.

2. **CashPay®**

May be offered under the following names, or variations thereof, as may be amended from time to time: CashPay® (ACH Origination of Direct Deposit, CashPay® (Employee Account).

The CashPay® Service allows Client to pay its employees or government beneficiaries and other payees by directly depositing payments to their CashPay® accounts. Client's payees can immediately access their money through ATMs, point-of-sale (POS) terminals and over-the-counter cash access transactions at offices of financial institutions that accept Visa® cards.

a. CashPay® Funding Options

Client may fund the CashPay® accounts in one of two ways: by initiating Entries through the Automated Clearing House (ACH) system or, upon Bank's approval, by instructing Bank to transfer funds from a Deposit Account maintained with Bank. (ACH Services are governed by the ACH section of this T&C.)

b. Certification of Enrollment Information

Each time Client provides Bank with information for a payee who wishes to open a CashPay® account or Client initiates a transfer of funds to a CashPay® account, Client certifies that the following statements are true and accurate as of such date:

- All information provided about the payee is correct.
- If the payee is to receive payroll or wage payments through a CashPay® account, the payee is legally employable in the United States of America.
- As of April 1, 2019, Client represents and warrants that it advised the payee that the payee does not have to accept the card account for the purpose of receiving wage, payroll or government benefit payments, and that Client has provided the payee with other ways to receive such payments. Client has also provided the payee with the following Bank-provided content for pre-acquisition documents required by Regulation E before the payee chooses to receive payments via the CashPay® card:
 - A short-form disclosure that sets forth certain key fees and information about the CashPay® card,
 - A statement that the CashPay® Visa Card is issued by Bank of America, N.A., and there is no fee to purchase the card and no fee to activate the card, and
 - A long-form disclosure that sets forth comprehensive fee information and other key information about the card.
- Client provided the payee the explanatory CashPay® Service information that Bank provided to Client for that purpose, including the USA PATRIOT Act disclosure, and the payee authorized in advance of the initial payment the transfer of wages to the CashPay® account.
- The payee has not cancelled the authorization to transfer the wages, payroll or government benefit payments to the CashPay® account.

Client agrees to notify Bank promptly of any changes to the payee enrollment information it provided to Bank for this Service or if any employee who has a CashPay® Account is no longer employed by you or is no longer eligible to receive benefit payments.

c. Additional Limitation of Liability

As a general rule, ATMs cannot dispense cash in increments other than \$5, \$10 or \$20. This means that the payees may not be able to withdraw at an ATM all funds paid by Client to the payees' CashPay® accounts. Bank can wire the difference to any payee who requests such payment; however, Bank will have no responsibility or liability if Client's payees or others assert a claim against Bank due to this inability to withdraw all funds at an ATM.

d. Promotional Materials

Client must obtain Bank's prior written consent if Client elects to promote the CashPay® Service using materials (in any format) other than the documentation Bank provides to Client for that purpose.

H. Trade Products & Services Terms

Subject to the terms and conditions of this T&C, any applicable User Documentation and any applicable trade product and service documentation, Bank agrees to provide any or all of the following Trade Products and Services to Client when Bank has received all required and properly executed forms for, and Client has satisfactorily completed Bank's testing and training requirements, if any, in the use of, the applicable Trade Product or Service. Client shall use each Trade Product or Service in accordance with this T&C, any applicable User Documentation and any applicable trade finance product documentation between Client and Bank.

1. Standby and Commercial Letters of Credit and Guarantees-Issued

The Standby and Commercial Letters of Credit and Guarantees-Issued Service enables Client through the Website to (i) request the Bank to issue a standby or commercial letter of credit or a guarantee as provided in the applicable User Documentation and the applicable letter of credit or guarantee product documentation between Client and Bank (each, a "Master Agreement") and (ii) take such other action using the Website as provided in the applicable User Documentation and Master Agreement, all as more fully provided in such User Documentation and Master Agreement. To the extent a conflict exists between this T&C and any Master Agreement, the terms and conditions in such Master Agreement will govern.

2. Standby Letters of Credit-Advised (Confirmed/Unconfirmed)

- a. The Standby Letters of Credit-Advised Service enables Client to request Bank to advise Client through the Website of:
 - i. Bank's receipt of any standby letter of credit naming Client as beneficiary (a "Standby Letter of Credit-Advised");
 - ii. Bank's confirmation of a Standby Letter of Credit-Advised;
 - iii. The status of any documents or payments with regard to any Standby Letter of Credit-Advised; and
 - iv. Any payment made pursuant to a drawing under any Standby Letter of Credit-Advised.
- b. Subject to Section II.H.10.b. hereof, Client may elect to have the advice set out in clauses i. through iv. of Section II.H.2.a. hereof with respect to standby letters of credit naming a Subsidiary or other entity as beneficiary reported to Client pursuant to the Standby Letters of Credit-Advised Service.
- c. Full Transfer. Client may request the transfer of all of Client's rights as beneficiary of a Standby Letter of Credit-Advised by submitting to Bank, for each transfer, the original Standby Letter of Credit-Advised and all amendments to the Standby Letter of Credit-Advised and a request providing the following information:
 - i. Standby Letter of Credit-Advised number;
 - ii. name of issuing bank;
 - iii. Bank's advice number;
 - iv. name and address of second beneficiary's advising bank;
 - v. name and address of second beneficiary; and
 - vi. date of application.

If Bank approves the transfer, Bank will place the appropriate endorsement on the Standby Letter of Credit-Advised and send it to the second beneficiary or send the second beneficiary a transferred letter of credit document prepared by the Bank. The second beneficiary will have sole rights as beneficiary, whether existing now or in the future, including sole rights to agree to any amendments, including increases, extensions or other changes. Client must provide the Bank the original Standby Letter of Credit-Advised and any existing amendments. Client understands that we may, in Bank's sole discretion, refuse to approve any Full Transfer to a second beneficiary. Client acknowledges that due to conditions of the original Standby Letter of Credit-Advised, certain proprietary information may be disclosed to the second beneficiary and/or to the applicant under the original Standby Letter of Credit-Advised. Bank will have no liability to Client in the event of such disclosure and, in such event, Client will indemnify and hold Bank harmless from all claims of third parties. Client acknowledges that its rights as beneficiary in the original Standby Letter of Credit-Advised are irrevocably transferred to the second beneficiary(ies) that will have sole rights. In that instance, Client's approval is not required for the Bank to honor a discrepant presentation made by the second beneficiary.

For Bank's transfer fee, Bank is authorized to debit Client's account(s) with Bank, which Client may designate subject to Bank's reasonable approval. Client also agrees to pay Bank on demand any expenses that may be incurred by the Bank in connection with this transfer.

- d. Partial Transfer. Bank does not permit partial transfers of Standby Letters of Credit-Advised.

3. Commercial Letters of Credit- Advised (Confirmed/Unconfirmed)

- a. The Commercial Letter of Credit-Advised Service enables the Client to receive advice through the Website of:

- i. Bank's receipt of any commercial letters of credit naming the Client as beneficiary (a "Commercial Letter of Credit-Advised");
 - ii. Bank's confirmation of any Commercial Letter of Credit-Advised;
 - iii. the status of any presentations or payments with regard to any Commercial Letter of Credit-Advised; and
 - iv. notification of any payment pursuant to a presentation under any Commercial Letter of Credit-Advised.
- b. Subject to Section II.H.10.b. hereof, Client may elect to have the advice set out in clauses i. through iv. of Section II.H.3.a. hereof with respect to commercial letters of credit naming a Subsidiary or other entity as beneficiary reported to Client pursuant to the Commercial Letter of Credit-Advised Service.
- c. Client may prepare required documents based on Client's Commercial Letter of Credit-Advised details. Client may then edit and locally print those documents and courier them to Bank for presentation.
- d. Partial Transfers
- i. Client may request the partial transfer of Client's rights as beneficiary, with or without substitution of invoices, of Commercial Letters of Credit-Advised by submitting to Bank, for each transfer, a request providing the following information:
 - date of application;
 - whether the transfer is with or without substitution of invoices and/or drafts;
 - whether Client refuses to allow amendments to be passed automatically to the second beneficiary without Client's consent;
 - Bank's Commercial Letter of Credit-Advised reference number;
 - name of issuing bank;
 - name and address of second beneficiary;
 - name and address of second beneficiary's advising bank;
 - amount to be transferred;
 - description of merchandise subject to the transfer;
 - unit price (if any);
 - expiration date of transfer letter of credit;
 - latest shipment date of transfer letter of credit;
 - number of days after shipment within which documents must be presented for the transferred letter of credit; and
 - insurance percentage (if applicable) of the transfer letter of credit.
 - ii. Bank will advise the second beneficiary of the terms and conditions of the transferred credit by full text teletransmission, mail/airmail or courier (as Bank deems appropriate).
 - iii. If, for a given Commercial Letter of Credit-Advised partial transfer, Client elects transfer with substitution of invoices, then, at any time on Bank's first demand, Client will deliver to Bank within one (1) banking day Client's draft, commercial invoice and any other required documents in compliance with the terms and conditions of the original Commercial Letter of Credit-Advised. The draft and documents are in substitution of those presented by the second beneficiary. When (x) the documents of the second beneficiary and the substitution documents from the first beneficiary are determined to comply with the terms of the Commercial Letter of Credit-Advised or, if determined to be discrepant, are taken up by the issuing bank and (y) Bank is in receipt of funds, Bank will credit Client account with or mail Bank check to Client for the amount of the difference between Client's draft and the draft of the second beneficiary, less any fees due and payable to Bank in connection therewith. If Client fails, at Bank's first demand, to deliver to Bank Client's drafts, invoices and other required documents as stated above, Client acknowledges Bank's right to present invoices and other documents received from the second beneficiary in accordance with the instructions of the original Commercial Letter of Credit-Advised. Client also understands that Bank will not pay Client the difference between the amount of the draft of the second beneficiary and the amount authorized to be paid to Client under the original Commercial Letter of Credit-Advised.
- e. Full Transfers. Client may request the transfer of all Client's rights as beneficiary, without substitution of invoices, of Commercial Letters of Credit-Advised by submitting to Bank, for each transfer, a request providing the following information:
- date of application;
 - Commercial Letter of Credit-Advised reference number;
 - Commercial Letter of Credit-Advised number (issuing bank's number);

- name of issuing bank;
- name and address of second beneficiary;
- name and address of second beneficiary's advising bank; and
- amount to be transferred.

The second beneficiary shall have sole rights as beneficiary, whether existing now or in the future, including sole rights to agree to any amendments, including increases or extensions or other changes. All amendments will be sent directly to the second beneficiary without the necessity of consent by or notice to Client. Bank will indicate its acceptance of Client's request to transfer, if Bank so agrees, by placing the appropriate endorsement on the Commercial Letter of Credit-Advised and sending it to the second beneficiary with Bank's customary notice of transfer.

f. **Both Full and Partial Transfers.**

- i. Client must provide Bank the original Commercial Letter of Credit-Advised and any existing amendments.
- ii. Client understands that Bank may, at its sole discretion, refuse to approve any request for a full or partial transfer to a second beneficiary. Client hereby acknowledges that due to conditions of the original Commercial Letter of Credit-Advised, certain confidential or proprietary information of Client or other parties may be disclosed to the second beneficiary and/or to the buyer under the original Commercial Letter of Credit-Advised. Bank will have no liability to Client in the event of such disclosure, and in such event Client will indemnify and hold Bank harmless from all claims of third parties. Client hereby acknowledges that its rights as beneficiary of the original Commercial Letter of Credit-Advised (up to the amount shown in Client's request with respect to partial transfers) are irrevocably transferred to the second beneficiary(ies) that shall have the sole right (but only up to the amount shown in Client's request in the case of a partial transfer).
- iii. For Bank's transfer fee, Bank is authorized to debit Client's account(s) with Bank, which Client may designate, subject to Bank's reasonable approval. Client also agrees to pay Bank on demand any expenses that may be incurred by Bank in connection with this transfer.

4. Outgoing Collections - Direct or Over the Counter Services

- a. The Outgoing Collections Service consists of (i) the Outgoing Direct Collections Service where Client may through the Website initiate a collection (as defined in the Uniform Rules for Collections, ICC Publication No. 522, or such later revision as may be adopted by the International Chamber of Commerce and be applicable to a collection (the "URC")) by delivering an instruction to a collecting bank, and (ii) the Outgoing Collections (Over the Counter) Service where Client may initiate a collection by delivering an instruction to Bank for further transmission to a collecting bank.
- b. The instruction will be on a form prescribed by Bank, but Bank will not have any responsibility or liability for the terms and conditions of any instruction; Client accepts all such responsibility and liability. Each direct collection will be governed by the URC. For the Outgoing Direct Collections Service, Client will promptly transmit through the Website to Bank a copy of the completed outgoing direct collection form and, upon Bank's request, will provide to Bank copies of the underlying documentation or other information.
- c. For the Outgoing Direct Collections Service, Client represents and warrants to Bank that (i) Client has delivered such instruction to a collecting bank, and (ii) as of the date Client delivers the instruction form to the collecting bank that the outgoing direct collection is not prohibited under the foreign asset controls or other regulations of the United States of America or the applicable laws of any other jurisdiction. For the Outgoing Collections (Over the Counter) Services, Client represents and warrants to Bank, as of the date Client delivers the instruction to Bank, that the outgoing collection is not prohibited under the foreign asset controls or other regulations of the United States of America or the applicable laws of any other jurisdiction.
- d. Upon Bank's receipt of any payment of an outgoing collection, the amounts received (less related charges, disbursements and/or expenses) will be paid to Client, except that if Bank is required to return any such payment received upon the insolvency, bankruptcy or reorganization of the presenting bank, collecting bank or other third party or for any other reason, Client will repay to Bank the amount returned together with interest thereon from the date Bank returned the payment and so notified Client at the rate specified by Bank in Bank's schedule of charges. Unpaid items and related documents received by Bank may be returned to Client by regular mail at Client's address for notices as provided in this T&C or such other address as may be notified by Client in writing. Payments that Bank determines are prohibited by applicable anti-boycott, anti-money laundering, anti-terrorism, anti-drug trafficking, export denial or economic sanctions laws, regulations or orders will not be processed or remitted.

5. Incoming Collections

- a. The Incoming Collections Service enables Client through the Website to request Bank to receive documentary time drafts, sight drafts or bills of exchange drawn on Client's appropriate account as part of Client's trade transactions. Such drafts are payable at sight or at a future date. All such drafts received by Bank shall either be in the customary form of such drafts, or contain on the face of the instrument the words "draft" or "bill of exchange." Each draft must designate Bank as collecting and/or presenting bank to make presentation to Client for acceptance.
- b. As part of the Incoming Collections Service, Client appoints Bank as Client's true and lawful agent and attorney-in fact to act in Client's name, place and stead, solely for the purpose of signing Client's acceptance on drafts in accordance with the procedures outlined below. Client hereby grants to Bank all powers necessary for Bank to sign Client's acceptance and thereby bind Client to

such acceptance. Bank will date Client's acceptance, specifying Client's name, and will sign as Client's agent and attorney-in-fact. Bank is also authorized to sign Client's name on Client's behalf without stating Client's name or Bank's capacity hereunder. This appointment and grant is deemed coupled with an interest and may be revoked only by written notice of termination.

- c. Client will indemnify Bank against and hold Bank harmless from and defend Bank against any and all liabilities, claims, costs, expenses and damages of any nature (including Legal Expenses) that may directly or indirectly result or arise from or be incurred in connection with:
 - i. any acceptance or other actions performed by Bank as agent and attorney-in-fact, except to the extent directly caused by Bank's gross negligence or willful misconduct;
 - ii. any dishonor of a draft by Client; and/or
 - iii. any breach of or default under this Incoming Collections Service by Client.
- d. Bank shall, within a reasonable time after receipt of Client's authorization to accept a draft, accept such draft on Client's behalf by signing Client's acceptance on such draft. Within a reasonable time thereafter, Bank will send an electronic notification to Client. Such notification will include Client's name, address and reference number, the amount of the draft, its payment tenor, the maturity date, the drawer's name and the presenter's name. Client authorizes Bank to accept, pay or reject incoming collections on Client's behalf.
- e. All drafts that Bank accepts on Client's behalf, in the capacity as Client's agent and attorney-in-fact, shall conclusively be deemed to have been accepted in fact by Client fully and for all purposes, as if Client had signed or executed the acceptance of such draft.
- f. Client authorizes Bank to debit Client's appropriate account for any payment in respect of sight payments or the accepted drafts.

6. Open Account

- a. The Open Account Service enables you through the Website to:
 - i. inform Bank of Client's purchase order details, instruct Bank on examining required documents for compliance with Client's purchase orders and provide Bank with information for payments to the presenting party; and
 - ii. provide notification to Client's vendors of open account transactions initiated through electronic means.
- b. Client will electronically transmit to Bank, in accordance with the applicable User Documentation, files of purchase orders Client has sent to Client's vendors with instructions to present documents to Bank. The electronic files will be in such format(s) and transmitted through such channel(s) as Client has selected and Bank has approved. If Client is not requesting Bank to issue a commercial letter of credit, each transaction will be flagged as an "open account" payment type.
- c. When Bank receives the required documents, Bank will review them according to Client's purchase order terms. If and as provided by the open account payment type selected by Client, Bank will match the documents against the pertinent purchase orders housed on Bank's electronic database in accordance with the parameters established by Client and accepted by Bank. If Client has sufficient Collected and Available Funds in the account Client has designated, Bank will pay the presenting vendors as provided under the open account payment type selected by Client from the following three types:
 - i. Importer matching – Client matches the documents against Client's copy of the pertinent purchase order and instructs Bank how much to pay to the presenter and when to pay;
 - ii. Bank matching – Bank matches the documents against Bank's electronic file of the pertinent purchase order, following the parameters established by Client; Bank then electronically informs Client, indicating whether they are compliant or non-compliant, and awaits Client's payment instructions; or
 - iii. Auto-pay – Bank matches the documents as described above, and, if Bank determines they are compliant, makes payment to the presenter, but only if Client has sufficient Collected and Available Funds in the account Client has designated for such purposes; if Bank determines that the documents are non-compliant, Bank makes payment only upon Client's express instructions.
- d. With respect to open account notification letters, Bank will notify, by the Website, fax, courier or mail as instructed by Client, Client's vendors of:
 - i. Bank's receipt of such notices naming Client's vendor as vendor; and
 - ii. any payments made pursuant to drawings under such open account transactions.

7. Bank Payment Obligation – Buyer

The Bank Payment Obligation ("BPO") Service enables Client through the Website to (i) request Bank to issue BPOs as provided in the applicable User Documentation and the BPO documents between Client and Bank (the "BPO Documents") and (ii) take such other action using the Website as provided in the applicable User Documentation and the BPO Documents, all as more fully provided in such User Documentation and the BPO Documents. To the extent a conflict exists between the T&C and any BPO Document, the terms and conditions in such BPO Document will govern.

8. Payables Finance Buyer

The Payables Finance Buyer Service enables Client through the Website to (i) upload information regarding invoices that Client has approved for payment, (ii) make these invoices (based on the uploaded invoice information) available to Client's vendor for early financing, (iii) inquire and report on the status of these invoices and (iv) take such other action using the Website as provided in the applicable User Documentation and the applicable payables finance buyer product documentation between Client and Bank (the "Payables Finance Buyer Documents"), all as more fully provided in such User Documentation and Payables Finance Buyer Documents. To the extent a conflict exists between this T&C and any Payables Finance Buyer Document, the terms and conditions in such Payables Finance Buyer Document will govern.

9. Payables Finance Seller

The Payables Finance Seller Service enables Client through the Website to (i) select invoices (based on the uploaded invoice information) that Client wishes to be considered for early financing, (ii) inquire and report on the status of these selected invoices and (iii) take such other action using the Website as provided in the applicable User Documentation and the applicable payables finance seller documentation between Client and Bank (the "Payables Finance Seller Documents"), all as more fully provided in such User Documentation and Payables Finance Seller Documents. To the extent a conflict exists between this T&C and any Payables Finance Seller Document, the terms and conditions in such Payables Finance Seller Document will govern.

10. Information Reporting and Image Access

- a. The Information Reporting and Image Access Service enables Client to view reports on, information about and images of documents relating to the transactions contemplated by this Agreement, as more fully described in the applicable User Documentation.
- b. Client may elect to have information relating to transactions contemplated by this T&C of another entity reported to Client with the Information Reporting and Image Access Service. Client agrees that, for any such information, the entity will provide Bank with its written authorization, in a form acceptable to Bank, for Bank to make such information available to Client; provided, however, Client does not need to provide Bank with such written authorization if the other entity is a U.S. Subsidiary and such information relates solely to transactions in the United States of America. In that case, Client represents and warrants to Bank that the other entity is a U.S. Subsidiary, such information relates solely to transactions in the United States of America and the U.S. Subsidiary has authorized Bank to make its information available to Client.

11. Changes to Processing Instructions

Client may request Bank at any time to change the processing instructions for any Trade Product or Service by contacting its Bank representative. Bank will not be obligated to implement any requested change until Bank has had a reasonable opportunity to act upon the requested change. In making such changes, Bank is entitled to rely on requests purporting to be from Client. For certain changes, Bank may require that Client's requests be in writing, in a form and manner acceptable to Bank, or be from an authorized person designated by Client. In addition, certain requests may be subject to Bank's approval.

12. Governing Law and Jurisdiction for Certain Trade Products and Services

- a. For purposes of the Trade Products and Services described in Sections II.H.1 and II. H.7 through II.H.9 hereof (and Section II.H.10 hereof to the extent it relates to the Trade Products and Services described in Sections II.H.1 and II.H.7 through II.H.9 hereof), Section I.A.4 of this T&C is replaced in its entirety by the following:

"The terms and conditions of this T&C applicable to the Trade Products and Services shall be governed by and construed in accordance with the law of the State of New York (U.S.)."

- b. For purposes of the Trade Products and Services described in Sections II.H.1 and II.H.7 through II.H.9 hereof (and Section II.H.10 hereof to the extent it relates to the Trade Products and Services described in Sections II.H.1 and II.H.7 through II.H.9 hereof), the first paragraph of Section I.A.5 of this T&C is replaced in its entirety by the following:

"Each party hereto agrees that any action, litigation or proceeding with respect to the terms and conditions of this T&C applicable to the Trade Products and Services or the transactions relating thereto may be brought in the courts of the State of New York sitting in New York County and the United States District Court of the Southern District of New York and any appellate court from any thereof, and each party hereto irrevocably and unconditionally submits to the jurisdiction of such courts for the purpose of any such action, litigation or proceeding. Each party hereto irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, the defense of any inconvenient forum to the maintenance, and any objection that it may now or hereafter have to the laying of venue, of any action, litigation or proceeding arising out of or relating to the terms and conditions of this T&C applicable to the Trade Products and Services or the transactions relating thereto in any court referred to in the immediately preceding sentence. Client irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, in contract or tort or otherwise, against Bank in any way relating to the terms and conditions of this T&C applicable to the Trade Products and Services or the transactions relating thereto in any forum other than the courts set out in the immediately preceding sentence. Each party hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this T&C shall affect any right that Bank may otherwise have to bring any action, litigation or proceeding relating to the terms and conditions of this T&C applicable to the Trade Products and Services or the transactions relating thereto against Client or its assets in the courts of any jurisdiction.

"To the fullest extent permitted by applicable law, Client agrees that service of process may be made on it by registered or certified mail (return receipt requested) directed to it at its address for notices as provided in this T&C. Nothing in this T&C will affect the right of Bank to serve process in any other manner permitted by applicable law.

"If Client is located outside the United States of America, if requested by Bank, it must appoint an agent for service of process in the United States of America within 14 days of receipt of Bank's request, and it irrevocably agrees that any writ, summons, order, judgment or other document relating to or in conjunction with any proceeding, suit or action may be served on it in the United States of America. Client agrees that failure by an agent for service of process to notify Client of the process will not invalidate the proceedings concerned. If the process agent appointed is unable for any reason to act as agent for service of process, Client shall promptly (and in any event within 5 calendar days of such event taking place) appoint another agent on terms acceptable to Bank. If Client fails to appoint an agent as provided in this paragraph, Bank may appoint an agent on Client's behalf.

"THE PARTIES HERETO WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO, THE TERMS AND CONDITIONS OF THIS T&C APPLICABLE TO THE TRADE PRODUCTS AND SERVICES OR THE TRANSACTIONS RELATING THERETO."

III. GLOSSARY OF TERMS

The following are terms that appear throughout this T&C. Other terms may be defined in the section in which the term is used.

Account Agreement. The current signature card, Deposit Agreement & Disclosures or Global Client Account Agreement (or any predecessor agreements such as the International Account Agreement or Standard Account Operating Terms and Conditions) used in certain jurisdictions as an Account Agreement and the publication(s), as amended from time to time, Bank provides containing terms and conditions applicable to each deposit, savings or current account for which Client uses a Service.

ACH Managed Processing means that all credit Entries are required to be prefunded and settlement of debit Entries will receive delayed availability as further described in the applicable User Documentation

ACH Services mean those Services, including ACH Managed Processing, that allow Client to transfer funds to or from its accounts by initiating Entries which may be sent through the ACH system or processed directly to accounts with Bank.

ATM. Automated teller machine.

Business Day. Each day on which the Bank or bank office providing or facilitating a Service is open for business related to that Service.

Certificate. A message that at least (i) identifies the Certification Authority issuing it, (ii) names or identifies its Subscriber, (iii) contains the Subscriber's public key, (iv) identifies its operational period, and (v) is digitally signed by the Certification Authority issuing it.

Certification Authority. The entity (either Client or one of its Third Party Vendors) that issues a Certificate used to secure Communications with the Bank.

Certification Practice Statement. A statement of the practices which a Certification Authority employs in issuing and managing Certificates.

Collected and Available Funds. Funds in an account equal to the ledger balance minus float which, in Bank's reasonable determination, is not subject to a hold, dispute or legal process preventing withdrawal.

Deposit Account. Any one or more demand deposit accounts held by Client with Bank or, upon Bank's approval and in Bank's sole discretion, a demand deposit account held by Client at a third party bank.

Electronic Funds Transfer Services. ACH Services, International Electronic Funds Transfer Services and Wire Transfer Services.

Entries. Entries has the meaning provided in the NACHA Rules and also includes any data for Entries and any prenotification.

Evaluated Certification Authority. A Certification Authority that is on the Bank's list of Certification Authorities it has evaluated.

Indemnify. When Client indemnifies Bank, Client agrees that, to the extent permitted by law, Client will indemnify Bank and hold Bank harmless from and defend Bank against any and all liabilities, claims, costs, expenses and damages of any nature (including Legal Expenses) arising from, out of, or relating to proceedings, demands, disputes, legal actions or enforcement of laws, fines or rules, by parties other than Client and Bank. For purposes of this definition, all references to "Bank" also include Bank's service providers.

Information Processing Facilities. The information processing facilities of the Bank or third party vendors to the Bank used for creating, receiving, maintaining, accessing, and transmitting information in connection with the Services, including but not limited to various servers, storage infrastructure, computing devices, and supporting networks and systems.

Legal Expenses. Reasonable lawyer's fees, fees and expenses of litigation and any other fees and expenses incurred in enforcing any provision of the Service Documentation.

Materials. The Software, user identification codes, passwords, codes, keys, test keys, security devices, embedded algorithms, digital signatures and certificates, other similar devices and information, User Documentation and related documentation Bank provides to Client.

NACHA Rules. The rules of the National Automated Clearing House Association (including any other clearing house rules applicable to automated clearing house transactions), as amended from time to time.

Non-Evaluated Certification Authority. A Certification Authority that is not on the Bank's list of Certification Authorities it has evaluated.

Non-Standard Certificates. Certificates issued by a Non-Evaluated Certification Authority or types of Certificates issued by Evaluated Certification Authorities not approved by the Bank.

Payment Account. One or more demand deposit accounts maintained by Client with Bank and used in connection with the Service.

Payment Transaction. A request by Client to Bank to initiate a payment to a Recipient using a Service and/or a request by Client to Bank to initiate a bill payment to a Vendor by means of an ACH credit entry, other electronic funds transfer or a check payment.

Payment Transaction Request. A message transmitted electronically from Client to Bank through the Service requesting us to initiate a Payment Transaction.

Process Date. The date that Client designates in the Payment Transaction Request for the processing of a Payment Transaction. Funds will be deducted from Client's Settlement Account on or after this date.

Recipient. A customer of a U.S. based bank or credit union to whom Client seeks to make a disbursement payment using the Service.

Relying Party. A person or entity that has received a Certificate and acts in reliance on the Certificate and its attestation that the public key belongs to the Subscriber.

Relying Party Agreement. Agreement of a Certification Authority governing the reliance on Certificates it issues.

Request. A request by means permitted under the relevant Wire Transfer Service or International Electronic Funds Transfer Service to transfer funds to or from a specified account or beneficiary (including standing instructions) or to amend or cancel a prior request to transfer funds.

Reversal/Deletion Request. A request for a Reversal or a request to delete a previously delivered Entry.

Reversals. Data for reversing Entries.

Security Breach. An occurrence (i) comprising an acquisition, access, use, or disclosure of information in a manner not permitted under this Agreement which compromises the security or privacy of such information (ii) that materially adversely affects the confidentiality, integrity, or availability of an information system (including without limitation the Bank's Information Processing Facilities) or the information the system processes, stores, or transmits, or (iii) that constitutes a violation of security policies, security procedures, or acceptable use policies.

Security Procedure. Unless agreed otherwise, the applicable security procedure described in the Materials for Client's data delivery type or Service for verifying the authenticity of any (i) electronic funds transfers or payments instructions, including, without limitation, cancellations, amendments or reversals thereto; and (ii) any instructions, data, transactions or other information sent between Client and Bank.

Service. With respect to a Bank of America Corporation subsidiary bank, a global transaction service provided in a specific Bank location and covered by the Service Terms in this T&C as well as amendments, supplements and addenda to this T&C.

Service Documentation. Includes: the Acceptance of Services; the General Terms of the T&C; the Service Terms, which may be contained in the T&C and/or any amendments, supplements or addenda thereto; the country specific terms and conditions for global transaction Services, if any; the User Documentation; and any set-up forms, onboarding documentation or authorization forms.

Service Terms. The terms and conditions under which Bank provides a Service. Service Terms may be found in this T&C as well as any amendments, supplements or addenda thereto.

Settlement Account. One or more demand deposit accounts maintained by Client with Bank and used in connection with the Service.

Software. Web-based applications accessed via a Website and/or the programs and data files provided by Bank for use on a computer in connection with one or more particular Services.

Stop Payment Request. A message Client sends Bank using the Electronic Stop Payment Services, the Check Issuance and Document Printing Services or the Client-Printed Drafts Services to request that payment be stopped on a check or draft which, in the case of the Electronic Stop Payment Services, must be drawn on an eligible account Client has with Bank.

Subscriber. A person or entity who (i) is either (A) the subject named or identified in a Certificate issued to such person or entity or (B) the owner or operator of the machine named or identified in a Certificate issued to such machine, and (ii) holds a private key that corresponds to a public key listed in that Certificate.

Subscriber Agreement. Agreement between a Certification Authority and the Subscriber to which it has issued a Certificate.

Subsidiary. 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.

Supplier. Any private or common carrier communication or transmission facility, any time-sharing supplier or any mail or courier service.

Transaction Account. One or more deposit accounts maintained by Client with Bank or another financial institution and used in connection with the Payment Processing Services.

Transaction Request. Using the Payment Processing Service, a message transmitted electronically from Client as a Disburser to Bank or Bank's third party processor requesting Bank to originate an Entry to a Collector on Client's behalf.

UPIC means the Universal Payment Identification Code, which is a unique number that identifies both an eligible account at a UPIC Participant, and the UPIC Participant that holds the eligible account. Capitalized terms in this T&C, not otherwise defined, are

defined in the 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 (EPN UPIC Rules), all collectively referred to as the EPN Rules.

User Documentation. Any information Bank may provide, as amended from time to time, which contains detailed instructions regarding the use of a Service, as provided by a particular financial center or office. User Documentation may vary from one jurisdiction to another. Current User Documentation is available upon request.

Vendor. A non-consumer business, including a sole proprietorship that sent Client a bill, invoice or other statement of account requesting payment for goods or services provided by the Vendor to Client.

Website. Any internet website and/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.

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