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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 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 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, or (ii) that 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;
- 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

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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 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.

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 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 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 in accordance with the terms and conditions of the Service Documentation and any other applicable documentation between Client and Bank.
- b. Client's right to access and use Software and/or the Website will terminate upon the occurrence of any one of the following events: (i) the relationship between Client and Bank is terminated for any reason; (ii) the Service for which client is using the Software and/or Website is terminated; (iii) Client breaches any of the terms of this Terms of Use section; (iv) Client attempts to use the Software and/or Website and/or any Service 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 (vi) lengthy non-use of or access to the Website, which in the Bank's discretion constitutes abandonment.
- c. Bank reserves the right to suspend Client's access to, and use of, the Software and/or Website upon notice to Client of a 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 immediately without notice where such action may be required to prevent interference with or disruption to Services to Bank's or its affiliates' other customers, to protect the integrity of Bank's or its affiliates' systems, or as may be required by law or regulation.
- d. Client and its employees and agents will follow all of Bank's instructions concerning the access to and use of the Software and/or Website. Client is solely responsible for any and all acts and omissions that occur under its account or password. Client agrees not to engage in, and will ensure that its employees and agents do not engage in, unacceptable use of the Software and/or Website, including but not limited to the following activities: (1) creating a false identity or otherwise attempting to mislead any person as to client's identity or the origin of any communication transmitted through the Website; (2) authorizing or attempting to authorize activities for which Client does not have full authority to conduct such activities; (3) disseminating or transmitting any materials or messages that do not pertain to the intended use of the Website or that contain anything that is obscene, defamatory, harassing, offensive or malicious; (4) disseminating or transmitting files, graphics, software or other material that actually or potentially infringes the intellectual property right of any person or entity; (5) interfering with, disrupting, or attempting to gain unauthorized access to information or other accounts through the Website hosted by Bank or any of its affiliates; or (6) attempting to copy, modify, or reverse engineer the Website. Bank may rely on the instructions of any 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.

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, 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

"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, keys, test keys, security devices, digital signatures and certificates, and other similar devices and information for their access to the Website secret and secure. Client and/or the relevant Authorized Officer(s) must notify Bank immediately if access to the Website may have been breached. If Bank receives such a notification or determines itself that the security of any Authorized Officer's passwords may have been breached and Bank decides to take action based on this notice or determination, such Authorized Officer(s) will not be able to access the Website until measures have been taken to verify such Authorized Officer's identity. Unless Bank has been notified that any such passwords may have been breached, 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 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 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 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.

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 Ethics, 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. Such records will be conclusive evidence in the event of any dispute between Client and Bank.

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. For more information about these particular services and other uses of de-identified or aggregated data, see the T&C service section entitled "Data Aggregation and Usage Service," as well as the Account Agreement that applies to the products and services that Bank provides to 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 (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 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 (effective May 25, 2018), 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 Merrill Lynch 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 or its officers, employees or agents (including but not limited to 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 or other person to access Services provided to Client on Client’s premises through use of a remote access software package, Bank will have no responsibility or liability for such Subsidiary or person’s use or misuse of the Services or access to accounts owned by Client and for which Client did not authorize that Subsidiary or person to have access. 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. Neither party will be liable for and each party will be excused from any failure or delay in performing obligations regarding any Service if such failure or delay is caused by circumstances beyond that party’s control, including any acts of nature, emergency conditions (such as war, riot, acts of terrorism, civil commotion, insurrection, strikes, lockouts, fire, theft), 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 Client or any third party including national and/or supranational government agencies or bodies and courts of ; 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. Neither party will be liable for any failure to act if such party 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 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.

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

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.

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. Bank of America Merrill Lynch International Limited ("BAMLI") Recognition of Bail-In Powers

"**Bail-in Legislation**" means any relevant law, regulation, rule or requirement which at any time implements the BRRD in the UK including the Banking Act 2009, as amended from time to time, and the instruments, rules and standards created thereunder.

"**Bail-in Powers**" means, in relation to any Bail-in Legislation, any write-down, conversion, transfer, modification, or suspension power existing from time to time under, and exercised in compliance with the Bail-in Legislation pursuant to which any obligation of BAMLI (or other affiliate of BAMLI) may be reduced, cancelled, modified, or converted into shares, other securities, or other obligations of such regulated entity or any other person (or suspended for a temporary period); and any right in a contract governing an obligation of BAMLI may be deemed to have been exercised.

"**BAMLI**" means Bank of America Merrill Lynch International Limited, including any branch of Bank of America Merrill Lynch International Limited.

"**BRRD**" means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

"**Liability**" in this section means any liability referred to under the Bail-in Legislation.

"**Relevant Resolution Authority**" means the resolution authority with the ability to exercise any Bail-in Powers in relation to BAMLI.

BAMLI is a Bank of America Corporation bank subsidiary which provides accounts and related services from its branches in Europe. This section only applies to Client if and to the extent BAMLI provides Client with any Service or incurs any Liability to Client under the terms of the Service Documentation. Notwithstanding any other term of this T&C, any other terms and conditions applicable to any Service, or any other agreements, arrangements, or understandings between Client and BAMLI, Client acknowledges, accepts and agrees to be bound by:

- i. the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any Liability of BAMLI to Client under this T&C, or that may arise in connection with the Services, that may include and result in any of the following, or some combination thereof:
 - a) the reduction of all (including to zero), or a portion, of the Liability or outstanding amounts due thereon;
 - b) the conversion of all, or a portion, of the Liability into shares, other securities or other obligations of BAMLI, any parent undertaking, bridge institution or another person (and the issue to or conferral on Client of such shares, securities or obligations);
 - c) the cancellation of the Liability;
 - d) the amendment or alteration of the amounts due in relation to the Liability (including, if applicable, any interest thereon), the maturity of the Liability, or the dates on which any payments are due, including by suspending payment for a temporary period; and
 - e) the variation of the terms of the Agreement, or any other terms and conditions applicable to any Service, as necessary, to give effect to the exercise of Bail-in Powers by the Relevant Resolution 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. 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.

5. 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.

6. 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).

a. 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 Bank 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.

7. 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

i. 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.

ii. 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.

iii. 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.

iv. 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.

v. 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.

vi. 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.

vii. 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.

viii. 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.

ix. 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 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.

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.

8. 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.

9. 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, Cash Vault Deposits, US Dollar Cash Letters, Financial Center Deposits, Bank of America Local Office Provided International Remote Deposit Service, CashPro® Remote Deposit, 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, ATM 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) 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 acknowledges 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 desirable 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 originate from 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.

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, 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. 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 for 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.

C. Currency Terms

3. Coin and Currency Orders

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

Bank may 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.

D. CashPro Credit

1. CashPro Credit

May be offered under the following names, or variations thereof, as may be amended from time to time: CashPro Credit.

"Authorized Representative". The person(s) signing this amendment on your behalf.

"Authorized User". A person authorized by you or a delegated administrator to use the service on your behalf.

"Credit Facility(ies)". Each loan, line of credit, letter of credit and other similar financial arrangement made in your favor by us and/or any of our subsidiaries or in respect of which we serve as agent. Each credit facility is governed by facility documentation. Not all credit facilities are eligible for the service.

"Credit Transaction". A payment made on a credit facility by transferring funds from a designated account or an advance under a credit facility initiated by you using the service (excluding processing requests).

"Delegated Administrator". A person designated by you or on your behalf to electronically authorize a person to use the service on your behalf.

"Designated Account". Each demand deposit account maintained with us which is linked to your credit facilities through remittance instructions or otherwise.

"Facility Documentation". The documentation evidencing, securing and guaranteeing the credit facility(ies) or executed in connection therewith.

"Processing Request". A request by you submitted to us through the service to take an action, including the process of a payment or advance when a credit transaction cannot be effected. A processing request will be considered by us after appropriate due diligence is completed. Not all processing requests may be completed.

The CashPro Credit Service allows Client to (i) electronically view credit information and (ii) if approved by Bank in Bank's sole discretion now or at any time in the future, engage in Credit Transactions, and (iii) initiate Processing Requests. Client must meet Bank's eligibility requirements to utilize Credit Transaction and Processing Request services. Not all Credit Facilities may be eligible for Credit Transaction services.

Transaction Posting

Information available through the Service will not reflect transactions that have not been posted. You should keep this in mind when taking any action on the basis of such information. Although we strive to keep all information available through the Service accurate and timely, such information is subject to change to conform with additions, deletions or adjustments to the Credit Facilities which are appropriate pursuant to contractual relations between you and us and/or any of our subsidiaries, as appropriate.

Nothing in this Amendment, the Booklet, or the Service shall modify in any way any contractual obligations you have to us and/or any of our subsidiaries, as appropriate, pursuant to the Facility Documentation. We may refuse to execute any Credit Transaction and/or Processing Request that we have reason to believe does not comply with the terms of the Facility Documentation, and we will have no liability to you for any such refusal.

Transfers From Money Market Deposit Accounts

Federal regulations limit the number of pre-authorized electronic fund transfers and telephone transfers – including payments on Credit Facilities – from money market deposit and savings accounts. You are limited to six (6) pre-authorized electronic fund transfers, telephone transfers, checks and point of sale transactions per statement cycle. Of these six (6) transactions, you are limited to only three (3) transactions by check or point of sale. (For information on these accounts, see the applicable Account Agreement.) Each payment through the Service from your money market account is counted as one of the six (6) limited transfers permitted each statement cycle. We charge a fee for each transaction in excess of this limit. We recommend that a money market account not be used as a Designated Account because of these restrictions.

Additional Termination Provisions

Notwithstanding anything to the contrary in the Booklet, we may terminate the Service for any reason, including inactivity, at any time. We will try to notify you in advance, but are not obligated to do so (unless required by applicable law).

Termination of the Service by us or you does not terminate any Credit Facilities and/or Designated Accounts.

Additional Limitation Of Liabilities Provisions

We will attempt to (i) maintain accurate and timely information available through the Service, (ii) receive and review documentation received from you, and (iii) execute in a timely manner any Credit Transaction initiated by you. However, we do not guarantee such accuracy or timeliness, and will not be liable for any such inaccuracy or untimeliness of execution of Credit Transactions. In the event of any mistake or delay in posting information on, or executing Credit Transactions submitted through, the Service, our only liability or obligation will be to post corrected information as soon as possible on the Service and to process promptly any Credit Transaction initiated through the Service. You hereby release us and/or any of our subsidiaries, as appropriate, from any claims, liabilities, damages or defenses that may arise out of or relate to the Service, the Credit Transactions initiated by you under the Service, or the refusal by us and/or any of our subsidiaries, as appropriate, to execute a Credit Transaction in accordance with the terms hereof unless any such claim, liability, damage or defense is the result of the gross negligence or willful misconduct of us and/or any of our subsidiaries, as appropriate, as determined by a final nonappealable court of competent jurisdiction.

Processing Requests

A Processing Request submitted through the Service will be governed by the Facility Documentation, Booklet and this Amendment other than the Additional Limitation of Liabilities Provisions of this Amendment. We will not be liable to you for our failure to execute any Processing Request.

Bank Agreement

In the event of any conflict between the Facility Documentation and this Amendment and the Booklet, the terms of the Facility Documentation will control.

Delegation of Authority

You may designate one or more Delegated Administrators to electronically authorize users to utilize one or more of the Services if approved by us in our sole discretion now or at any time in the future. If you elect to use the CashPro Online ID of a third party (the "ID Owner") to access the Services, you authorize such ID Owner to designate one or more Delegated Administrators to electronically authorize users to utilize one or more of the Services if approved by us in our sole discretion now or at any time in the future. If you elect (or authorize the ID Owner) to delegate such authority to a Delegated Administrator(s), you agree that (i) we may rely without further investigation upon and shall not be responsible for any actions taken by such Delegated Administrator with respect to the authorization of additional users, (ii) we may rely without further investigation on each such user's authorization to use one or more of the Services, including without limitation providing such users access to information available through such Services and acting on instructions from such users, (iii) each such user will be considered for all purposes an Authorized User, and (iv) we shall not be responsible to you for any loss, claim, liability, damage, cost or expense resulting from, related to, arising from or caused by such authorizations, notwithstanding anything to the contrary herein or in any documents evidencing and/or related to any Credit Facility. You agree that any user authorized by a Delegated Administrator will be investigated, evaluated and approved by you and that we may rely upon any instructions from such users as being authorized without further investigation.

E. 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 the 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. Images 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.

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.

F. 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.

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.

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.

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.

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. The capitalized ACH terms used are defined in the NACHA Rules.

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.

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 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 Payments Services, must be drawn on an eligible account Client has with Bank.

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.

**Global Transaction Services Terms and Conditions
Cash Management Essentials**



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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